



BOARD OF SCHOOL TRUSTEES

KELLER INDEPENDENT SCHOOL DISTRICT

4G. Preview **Date: February 14, 2005**

SUBJECT: **NATATORIUM CONTRACTS**
Grapevine Colleyville Aquatic Team
Rizo & Associates, Inc.

BOARD GOAL: **Budget and Finance**

FISCAL NOTE: **Revenues Generated Through Sales/Fees**

ANTICIPATED
DATE FOR ACTION: **February 28, 2005**

Background Information:

Grapevine Colleyville Aquatic Team:

- Grapevine Colleyville Aquatic Team is a year-round USA Swim Team whose home pool is the GCISD Swim Center
- Grapevine Colleyville Aquatic Team has been in existence since July 1994
- The summer season 2005 will mark the second year GCAT has rented lanes and hosted the Senior Circuit Swim Meet at Keller ISD Natatorium

Rizo & Associates, Inc.:

- The new Keller USA Water Polo Team is under direction and ownership of Andre Rizo and Rizo & Associates, Inc.
- The Keller USA Swim Team, is also under direction and ownership of Andre Rizo and Rizo & Associates, Inc.
- The Keller USA Water Polo Team will provide opportunities for children and adults to experience the benefits of teamwork and good sportsmanship while creating a successful team
- The Keller USA Water Polo Team will provide a fun environment for children and adults to come to practice every day and be a part of an exciting new team

Administrative Considerations:

Grapevine Colleyville Aquatic Team:

- Through a coordinated effort, the Keller ISD Natatorium and Grapevine Aquatic Team have promoted the sport of swimming to children within the Keller community.
- The Grapevine Colleyville Aquatic Team is founded on the belief that age group competitive swimming offers exciting and worthwhile experiences to a young person's life.
- In partnership with KISD Natatorium, the Grapevine Colleyville Aquatic Team provides organizational administrative assistance and technical support for meet management, officials and set-up.

Rizo & Associates, Inc.:

- The focus of the KISD Natatorium has been one of providing programs and activities in aquatics for children and adults of all ages.
- The new Keller USA Water Polo Team will be the first High School/Age Group Program in the metropolitan area.
- The Keller USA Swim Team started its first day of practice Monday, March 4, 2003. The team has grown to include 235 children and adults.
- The new Keller USA Water Polo Team will begin its first day of practice Tuesday, April 5, 2005.

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Respectfully submitted,

Lee Feris
Natatorium Manager

**KELLER INDEPENDENT SCHOOL DISTRICT
STATE OF TEXAS
COUNTY OF TARRANT**

KNOW ALL MEN BY THESE PRESENTS:

Whereas, **Grapevine Colleyville Aquatic Team** has requested and received permission from the Keller Independent School District to use the KISD Natatorium from May 31, 2005 through July 29, 2005 for the purpose of conducting USA Swimming Practice. Grapevine Colleyville Aquatic Team will also host a USA Senior Circuit Swim Meet, May 14 and 15, 2005 at the Keller ISD Natatorium. Proof of Liability Insurance with Keller ISD as a named insured will be provided by Grapevine Colleyville Aquatic Team. This insurance policy will remain in force during the full term of this agreement. KISD must be notified prior to any changes in carrier or coverage and all activities by Grapevine Colleyville Aquatic Team at the KISD Natatorium will be suspended until adequate coverage is obtained.

I. COST

Grapevine Colleyville Aquatic Team shall make payment of: \$3,843.50

GCAT Long Course Practice

Tuesday, May 31 through Friday, July 29, 2005

Terms: Monday/Wednesday/Friday - 6:00am 8:00am 2 Lanes
 Tuesday/Thursday - 7:00am-8:30am 2 Lanes

Calendar of GCAT/Long Course Practices:

Monday, May 30, 2004	Closed – Memorial Day	
Tuesday, May 31, 2004	7:00am-8:30am	
Wednesday, June 1, 2004	6:00am 8:00am	
Thursday, June 2, 2004	7:00am-8:30am	
Friday, June 3, 2004	<u>6:00am 8:00am</u>	7 Hours
Monday, June 6, 2004	6:00am 8:00am	
Tuesday, June 7, 2004	7:00am-8:30am	
Wednesday, June 8, 2004	6:00am 8:00am	
Thursday, June 9, 2004	7:00am-8:30am	
Friday, June 10, 2004	<u>6:00am 8:00am</u>	9Hours
Monday, June 13, 2004	6:00am 8:00am	
Tuesday, June 14, 2004	7:00am-8:30am	
Wednesday, June 15, 2004	6:00am 8:00am	
Thursday, June 16, 2004	7:00am-8:30am	
Friday, June 17, 2004	<u>6:00am 8:00am</u>	9Hours
Monday, June 20, 2004	6:00am 8:00am	
Tuesday, June 21, 2004	7:00am-8:30am	
Wednesday, June 22, 2004	6:00am 8:00am	
Thursday, June 23, 2004	7:00am-8:30am	
Friday, June 24, 2004	<u>6:00am 8:00am</u>	9Hours
Monday, June 27, 2004	6:00am 8:00am	
Tuesday, June 28, 2004	7:00am-8:30am	
Wednesday, June 29, 2004	6:00am 8:00am	
Thursday, June 30, 2004	7:00am-8:30am	
Friday, July 1, 2004	<u>6:00am 8:00am</u>	9Hours

Monday, July 4, 2004	Closed – Independence Day	
Tuesday, July 5, 2004	7:00am-8:30am	
Wednesday, July 6, 2004	6:00am 8:00am	
Thursday, July 7, 2004	7:00am-8:30am	
Friday, July 8, 2004	6:00am 8:00am	7 Hours
Monday, July 11, 2004	6:00am 8:00am	
Tuesday, July 12, 2004	7:00am-8:30am	
Wednesday, July 13, 2004	6:00am 8:00am	
Thursday, July 14, 2004	7:00am-8:30am	
Friday, July 15, 2004	6:00am 8:00am	9 Hours
Monday, July 18, 2004	6:00am 8:00am	
Tuesday, July 19, 2004	7:00am-8:30am	
Wednesday, July 20, 2004	6:00am 8:00am	
Thursday, July 21, 2004	7:00am-8:30am	
Friday, July 22, 2004	6:00am 8:00am	9 Hours
Monday, July 25, 2004	6:00am 8:00am	
Tuesday, July 26, 2004	7:00am-8:30am	
Wednesday, July 27, 2004	6:00am 8:00am	
Thursday, July 28, 2004	7:00am-8:30am	
Friday, July 29, 2004	6:00am 8:00am	9 Hours
		7 Hours

Hourly Rate Per Lane: \$12.00 GCAT USA Swim Team

Practice Hourly Estimate

2.00 Hours Per Day - M/W/F (6:00am-8:00am)	1.50 Hours Per Day - T/Th (7:00am-8:30am)	
<u>x 3</u> Days Per Week	<u>x 2</u> Days Per Week	
6.00 Hours Per Week	3.00 Hours Per Week	
<u>x 2</u> Lanes	<u>x 2</u> Lanes	
12.00 Lanes Per Week	6.00 Lanes Per Week	
<u>x 8.50</u> Weeks (Actual Cumulative Pool Usage)	<u>x 8.50</u> Weeks (Actual Cumulative Pool Usage)	
102.00 Total Lanes	51.00 Total Lanes	
x \$12.00 Rate Per Lane/Long Course	x \$12.00 Rate Per Lane/Long Course	
\$1,224.00	\$612.00	
		\$1,224.00
		<u>\$612.00</u>
		\$1,836.00
		\$1,836.00

**GCAT Senior Circuit 1 (Long Course) Swim Meet
Saturday, May 14 & Sunday, May 15, 2005**

Hours for each session:

Friday, May 13, 2005:	7:00pm-9:00pm	Course Set-up and Long Course Verification: Keller ISD Natatorium Meet Management Set-up & Meet Operation: GCAT Swim Team
Saturday, May 14, 2005	7:00am 11:00am 2:00pm-6:00pm	
Sunday, May 15, 2005	7:00am 12:30pm	

Rate Schedule:

Full Day Rate:		
Friday Evening, May 13, 2005		No Charge
Saturday, May 14, 2005 (Full Day)		\$1100.00
Sunday, May 15, 2005 (Half Day)		<u>\$600.00</u>
Pool Rental Rate:		\$1,700.00
		\$1,700.00

Personnel/Labor:

Custodial/Maintenance:		
Saturday, May 14, 2005	7:00am 8:00pm = 13 hours @ \$15.00 @hr. (1 Custodian) =	\$1950
Sunday, May 15, 2005	7:00am 2:30pm = 7.5 hours @ \$15.00 @hr (1 Custodian) =	<u>\$112.50</u>
		\$307.50
		<u>\$307.50</u>
		\$2,007.50

Keller ISD Natatorium Swim Meet Rental Terms

Insurance: Proof of Team Liability Insurance Required by GCAT Swim Team & Pete Sylvan

Concession: Provided by Keller ISD Natatorium

Heat Sheet Fee: As Produced by KISD = .02 Cents Per Side (Cost assessed at end of meet.)
 Heat Sheet Sales/Profits: GCAT Swim Team Exclusive Rights
 Printing Cost (Other): .02 Cents Per Side (Cost assessed at end of meet.)

Aquatic Swim Shop: D & J Sports

Equipment Provided by Natatorium: CTS 5000
 Cable Harness System
 CT Touchpads
 Pushbuttons
 Infinity Starter
 House Sound System and Remote Microphone
 Tables & Additional Chairs for Officials/Teams (Optional)
 Hospitality Set-Up

Equipment Provided by GCAT: Computers
 Printers

Equipment Deposit (Refundable): \$1,000.00 to be received prior to Senior Circuit Swim Meet on May 13, 2005

Meet Officials and Parent Volunteers Provided by: GCAT Swim Team

GCAT Agreement of Payment to KISD Natatorium:

1st Installment: Senior Circuit Meet
 KISD Natatorium will Invoice: May 16, 2005 Payment Due Thursday, May 31, 2005 \$2,007.50

2nd Installment: Long Course 2005 Summer Rental - June
 KISD Natatorium will Invoice: July 1, 2005 Payment Due Wednesday, July 18, 2005 \$918.00

3rd Installment: Long Course 2005 Summer Rental - July
 KISD Natatorium will Invoice: August 3 Payment Due Wednesday, August 15, 2005 \$918.00
Total Contract: \$3,843.50

Any other activities not mentioned in this agreed contract period or contract amount must have KISD approval prior to use and will be charged at the prevailing KISD Natatorium rates. The party who signs this contract as representative of the requesting organization agrees that the organization will underwrite any damage due to the use of the premises by the organization and that the activities that will be conducted on the premises are lawful and in accordance with state and federal law as it pertains to conduct on school district facilities in the State of Texas.

II. PROHIBITED PRACTICES

The following matters are to be considered as prohibited practices and are not to be indulged in by the requesting organization:

1. **Use of intoxicants and/or tobacco products** is a violation of State Law;
2. **No firearms are allowed in the Natatorium** as provided by Texas State Law;
3. **No signs, posters or billboards will be posted** on walls, stands, or allowed in the KISD Natatorium;
4. **No additions to, or changes of, existing facilities** shall be made without the written approval of Keller ISD.

5. The **use** of the Natatorium **may not be assigned to a third party**, without the prior written approval of the Keller ISD;
6. The **issuance of keys** to parties other than District personnel directly responsible for the facility is specifically prohibited. **NO EXCEPTIONS** shall be made;
7. **Use of the facility without** the full-time presence of **a custodian** is prohibited. Custodians are to be on duty during the full range of activities. They cannot open the facility, leave the premises and return later to clean;
8. **No entertainment** may be provided that may be **detrimental to community welfare**, in violation of the code of conduct allowed by Keller ISD or destructive to the buildings, fixtures or furniture; and
9. **No meeting** will be held in the school building **for the purpose of** advancing **any doctrine subversive to the Constitution** and laws of the State of Texas, or the United States of America.
10. No glass containers will be allowed in the facility; and
11. No bull horns or other loud sound-emitting devices shall be allowed in the Natatorium.

III. AGREEMENT

I assume, for **Grapevine Colleyville Aquatic Team**, all responsibility for the use and care of all property placed in our charge, or used by us, and agree to pay for all damages or losses occurring during our occupancy, including leaving the facility in good order, or **Grapevine Colleyville Aquatic Team**, will pay for additional cleaning and/or repairs.

The “**NO SMOKING**” regulations will be observed in all School District facilities. Furthermore, I am aware that arrangements for the use of equipment such as PA systems, timing systems, etc., must be made with the staff in writing.

Either party may terminate this agreement by giving the other party at least thirty (30) days notice in writing. If this agreement is terminated early, then **Grapevine Colleyville Aquatic Team** shall be entitled to a prorated reimbursement for the unused portion of the payment made in advance.

All parties signing this agreement have been duly authorized by the organization they are representing to sign this agreement with the provisions herein stated.

for: Pete Salvan
date: _____

for: Keller ISD
date: _____

by: _____
Pete Salvan
Owner/Head Coach Grapevine Colleyville
US Swim Team
Address: 733 Windsor Creek Drive
Southlake, Texas 76092
817-939-3530

by: _____
Lee Feris
Keller ISD Natatorium Manager
by: _____
Kent Morrison
Assistant Superintendent for Finance

**KELLER INDEPENDENT SCHOOL DISTRICT
STATE OF TEXAS
COUNTY OF TARRANT**

KNOW ALL MEN BY THESE PRESENTS:

Whereas, **Rizo & Associates, Inc.** has requested and received permission from the Keller Independent School District to use the KISD Natatorium from Tuesday, April 5 through December 31, 2005 for the purpose of conducting US Water Polo Practice. Proof of Liability Insurance with Keller ISD as a named insured will be provided by Rizo & Associates, Inc. This insurance policy will remain in force during the full term of this agreement. KISD must be notified prior to any changes in carrier or coverage and all activities by Rizo & Associates, Inc. at the KISD Natatorium will be suspended until adequate coverage is obtained.

I. COST

Rizo & Associates, Inc. shall make payment of: \$9,216.00

Rental Agreement: USA Water Polo “High School Age Group” Practice Rate Price Structure

Contract Period: 9 Month Contract: Beginning Tuesday, April 5, 2005 - Saturday, December 31, 2005

Per/Week Average Rental: **\$144.00**
Per/Month Average Rental: **\$576.00**
9 Month Contract Rent: **\$5,184.00**

Contract Amount:	\$32.00 Per/Hour	Estimated Per/Week:	\$144.00
Estimated Monthly:	\$576.00	Hourly Rate:	\$6.40 Per Lane
Insurance:	Proof of Liability Insurance Required		
Contract Provision:	5 Lanes Per Day - 3 Days Per Week		
Practice Time:	Tuesday and Thursday Evenings 7:30pm - 9:00pm Saturday Morning 10:00am - 11:30am		

1.50 Hours Per Day	
x 3 Days Per Week	
4.50 Hours Per Week	4.50 Hours Per Week
x 5 Lanes	x 4 Weeks
22.50 Lanes Per Week	18.00 Hours Per Month
x 4 Weeks	x 9.00 Months
90.00 Lanes Per/Month	162.00 Hours
x 9.00 Months	x \$32.00 Per Hour
810.00 Lanes	\$5,184.00 Rental Amount

Rental Agreement: USA Water Polo “Age Group” Practice Rate Price Structure

Contract Period: 7 Month Contract: Beginning Tuesday May 31, 2005 - Saturday, December 31, 2005

Per/Week Average Rental: **\$144.00**
Per/Month Average Rental: **\$576.00**
7 Month Contract Rent: **\$4,032.00**

Contract Amount:	\$32.00 Per/Hour	Estimated Per/Week:	\$144.00
Estimated Monthly:	\$576.00	Hourly Rate:	\$6.40 Per Lane
Insurance:	Proof of Liability Insurance Required		
Contract Provision:	5 Lanes Per Day – 3 Days Per Week		
Practice Time:	Tuesday and Thursday Evenings 3:30pm - 5:00pm Saturday Morning 10:00am - 11:30am		

1.50 Hours Per Day	
<u>x 3 Days Per Week</u>	
4.50 Hours Per Week	4.50 Hours Per Week
<u>x 5 Lanes</u>	<u>x 4 Weeks</u>
22.50 Lanes Per Week	18.00 Hours Per Month
<u>x 4 Weeks</u>	<u>x 7.00 Months</u>
90.00 Lanes Per/Month	126.00 Hours
<u>x 7.00 Months</u>	<u>x \$32.00 Per Hour</u>
630.00 Lanes	\$4,032.00 Rental Amount

KISD Natatorium 2005 School Closings:	Memorial Day	Monday, May 30, 2005
	Independence Day	Monday, July 4, 2005
	Fall Maintenance Break	Sunday, July 31 - Sunday, August 7, 2005
	Labor Day	Monday, September 5, 2005
	Thanksgiving Break	Monday, November 21 - Sunday, November 27, 2005
	Winter Break	Monday, December 19 - Sunday, January 1, 2006

Keller USA Water Polo Team 2005 Payment Schedule

	<u>Amount Due</u>	<u>Due Date: 2nd Friday of Proceeding Month</u>
April 1-April 30, 2005	\$576.00	Friday, May 13, 2005
May 1-May 31, 2005	\$576.00	Friday, June 10, 2005
June 1-June 30, 2005	\$1,152.00	Friday, July 8, 2005
July 1-July 31, 2005	\$1,152.00	Friday, August 12, 2005
August 1-August 31, 2005	\$1,152.00	Friday, September 9, 2005
September 1-September 30, 2005	\$1,152.00	Friday, October 14, 2005
October 1-October 31, 2005	\$1,152.00	Friday, November 11, 2005
November 1-November 30, 2005	\$1,152.00	Friday, December 9, 2005
December 1-December 31, 2005	<u>\$1,152.00</u>	Friday, January 13, 2006
TOTAL CONTRACT AMOUNT:	\$9,216.00	

Payment to: KISD Natatorium

Addressed to: Attention: Lee Feris
KISD Natatorium Manager
C/O KISD Education Center
350 Keller Parkway
Keller, Texas 76248

Any other activities not mentioned in this agreed contract period or contract amount must have KISD approval prior to use and will be charged at the prevailing KISD Natatorium rates.

The party who signs this contract as representative of the requesting organization agrees that the organization will underwrite any damage due to the use of the premises by the organization and that the activities that will be conducted on the premises are lawful and in accordance with state and federal law as it pertains to conduct on school district facilities in the State of Texas.

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14. **No signs, posters or billboards will be posted** on walls, stands, or allowed in the KISD Natatorium;

15. No additions to, or **changes of**, existing **facilities** shall be made without the written approval of Keller ISD;
16. The **use** of the Natatorium **may not be assigned to a third party**, without the prior written approval of the Keller ISD;
17. The **issuance of keys** to parties other than District personnel directly responsible for the facility is specifically prohibited. **NO EXCEPTIONS** shall be made;
18. **Use of the facility without** the full-time presence of **a custodian** is prohibited. Custodians are to be on duty during the full range of activities. They cannot open the facility, leave the premises and return later to clean;
19. **No entertainment** may be provided that may be **detrimental to community welfare**, in violation of the code of conduct allowed by Keller ISD or destructive to the buildings, fixtures or furniture; and
20. **No meeting** will be held in the school building **for the purpose of** advancing **any doctrine subversive to the Constitution** and laws of the State of Texas, or the United States of America.
21. No glass containers will be allowed in the facility; and
22. No bull horns or other loud sound-emitting devices shall be allowed in the Natatorium.

III. AGREEMENT

I assume, for **Rizo & Associates, Inc.**, all responsibility for the use and care of all property placed in our charge, or used by us, and agree to pay for all damages or losses occurring during our occupancy, including leaving the facility in good order, or **Rizo & Associates, Inc.**, will pay for additional cleaning and/or repairs.

The “**NO SMOKING**” regulations will be observed in all School District facilities. Furthermore, I am aware that arrangements for the use of equipment such as PA systems, timing systems, etc., must be made with the staff in writing.

Either party may terminate this agreement by giving the other party at least thirty (30) days notice in writing. If this agreement is terminated early, then Rizo & Associates, Inc. shall be entitled to a prorate reimbursement for the unused portion of the payment made in advance.

All parties signing this agreement have been duly authorized by the organization they are representing to sign this agreement with the provisions herein stated.

for: Rizo & Associates, Inc.
date: _____

by: _____
Andre Rizo
Owner/Director Keller USA Swim Team

Address: _____

for: Keller ISD
date: _____

by: _____
Lee Feris
Keller ISD Natatorium Manager

by: _____
Kent Morrison
Assistant Superintendent for Finance