



CITY COUNCIL STAFF REPORT

DATE: February 2, 2011

CONSENT CALENDAR

SUBJECT: PALM SPRINGS PIRANHAS AGREEMENT

FROM: David H. Ready, City Manager

BY: Parks and Recreation

SUMMARY

Request for the City Council to approve an "Agreement to Use Facilities" with the Palm Springs Piranhas (PSP) for the non-exclusive use of Palm Springs Swim Center for a term of five (5) years with two (2), one-year extensions as allowed under the terms of the agreement.

RECOMMENDATION:

1. Approve an agreement with the Palm Springs Piranhas Swim Team for a period of five (5) years with two (2) one-year extensions.
2. Authorize the City Manager to execute all necessary documents.

STAFF ANALYSIS:

The Palm Springs Piranhas' (PSP) current agreement expired October 31, 2010. For the past thirty plus (30+) years, the PSP has utilized the Palm Springs Swim Center as their "home" pool for all practices and swim meets.

Under the terms of the proposed agreement, the PSP will pay the City on a monthly basis. The rates for both exclusive and non-exclusive use of the Swim Center pool vary based on the number of swimmers and are shown in Exhibit "C1" – "Comprehensive Fee Schedule".

For swim meets requiring exclusive use of the pool, that involve four or more teams, a \$1.25-per-swimmer charge shall be paid to the City by PSP within sixty (60) days following the meet.

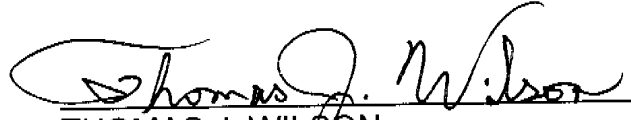
ITEM NO. 2.6.

FISCAL IMPACT:

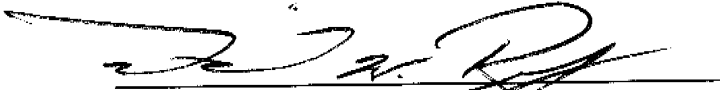
Projected revenues to the City over the next seven (7) years would be \$99,582 (84 months x \$998/mo. = \$83,832; and 4 swim meets per year x 450 swimmers/meet x 7 years x \$1.25/swimmer = \$15,750)



VICKI OLTEAN
Director



THOMAS J. WILSON
Assistant City Manager



DAVID H. READY, Esq., Ph.D.
City Manager

Attachment:

1. PSP Agreement

AGREEMENT TO USE FACILITIES

This Agreement to Use Facilities ("Agreement") is made and entered into this _____ day of _____, 2011, by and between the City of Palm Springs ("City") and Palm Springs Piranhas ("PSP") with reference to that certain facility located at 405 South Pavilion Way in Palm Springs, California ("Facility").

The parties enter into this Agreement on the basis of the following facts and intentions:

RECITALS

WHEREAS, the City and PSP are mutually interested in providing quality recreational activities to all residents of Palm Springs; and

WHEREAS, it is recognized that through a cooperative agreement between the City and PSP the community will be afforded the fulfillment of one of its recreational goals for citizens.

NOW, THEREFORE, the City and PSP do hereby mutually agree as follows:

1. INTENT OF AGREEMENT

1.1 It is the intent of this Agreement to describe the responsibilities of the City and PSP in their cooperative effort to effectively promote and provide competitive swimming for an average of one hundred (100) youth and adults.

1.2 It is the intent of this Agreement that the City endorse and recognize PSP as its representative to United States Swimming events and local/regional invitational swim meets.

1.3 The parties agree that PSP may identify the City's Swim Center pool as its "home" pool for all swim meets held for or on behalf of PSP during the term of this Agreement.

1.4 It is the intent of this Agreement to solidify a supportive and working relationship between PSP and the City.

1.5 It is the intent of this Agreement that both the City and PSP acknowledge and direct their efforts toward the development of quality swim programs at the City's Swim Center.

2. AREAS OF RESPONSIBILITY

2.1 Fees and Charges

2.1.1 PSP agrees to pay the City for its use of the Swim Center pool on a monthly basis. The rates for both exclusive and

non-exclusive use of the Swim Center Pool vary based on the number of swimmers and are shown in Exhibit "C1" "Comprehensive Fee Schedule". The fees shall be payable in advance on the first of each month and will increase, based on the number of swimmers pursuant to the rates identified in the City's Comprehensive Fee Schedule. Based on an average number of 100 swimmers, stated in Section 1.1, the monthly payment would be \$998.00. The fee schedule has increased from a monthly payment of \$665.00 for an average of 100 swimmers in the previous agreement. The new monthly fees will be phased in gradually over the next six months effective February 1, 2011. The phased in monthly payments based on an average of 100 swimmers are shown in Exhibit "C2". Should the number of swimmers exceed 100, as stated in Section 1.1 above at any time during the term of this Agreement, PSP shall notify City so that an adjustment to the monthly fee can be made.

2.1.2 For swim meets requiring exclusive use of the pool, that involve four or more teams, a \$1.25-per-swimmer charge shall be paid to the City by PSP within sixty (60) days following the meet.

2.1.3 PSP shall pay \$225 per month for office space at the Leisure Center.

2.2 Pool Use and Scheduling

2.2.1 The City shall make the Swim Center available on a shared, non-exclusive basis, which does not interfere with the City's other recreation programs. Notwithstanding the foregoing, it is implicit that PSP shall be permitted to utilize the Swim Center in accordance with the schedule below. This schedule is subject to change with the approval of the Contract Officer and in accordance with Section 2.2.2. The City has sole discretion to resolve all scheduling conflicts. The City shall act in a timely manner to resolve all scheduling conflicts. During high school water sports season, Palm Springs Unified School District's ("District") schools shall have priority use of the Swim Center.

PSP TYPICAL PRACTICE SCHEDULE

5:00 a.m. to 7:00 a.m.	Monday through Friday
3:30 p.m. to 7:30 p.m.	Monday through Friday
7:00 a.m. to 10:00 a.m.	Saturday

The District's schedule is subject to changes which may affect PSP's use of the Swim Center pool. During the identified sessions above, PSP will have use of twelve (12) lanes at the Swim Center Pool. Also, PSP will have access to the baby pool area during regular workouts. At the discretion of City, PSP may be given

access to three (3) additional lanes if they are available. The lanes will be assigned by the City.

During high school swim season, February 1 - April 30, PSP will have use of a minimum of nine (9) lanes. Additionally, at the discretion of the City, PSP may be given access to three (3) additional lanes, if available. The lanes will be assigned by the City.

The above-listed times apply only to "short course" training. Priority will be given to the PSP for "long course" training May - August.

- 2.2.2 PSP must submit its seasonal practice schedule in writing at least thirty (30) days in advance of the beginning date of the schedule.
- 2.2.3 PSP shall submit a Facility Use Application form at least thirty (30) days prior to swim meets. The City agrees to make the pool available if such use does not impact on scheduled City programs or facility closures. Whenever possible, PSP shall try to accommodate joint use of pool for dual meets that are held at the Swim Center.
- 2.2.4 The City agrees to rent to PSP, at a minimal rate, the Pavilion kitchen, if available. The Facility Use Application form shall be submitted by PSP at least six (6) months prior to the swim meet.
- 2.2.5 PSP members shall not enter the Swim Center facility for meets or practices until a coach or designated PSP adult representative is on deck to supervise unless that PSP member has paid the public fee to use the pool.
- 2.2.6 When the Swim Center is closed for maintenance, the monthly rental rate will be prorated and adjusted accordingly.

2.3 Coaching Staff

- 2.3.1 PSP shall have complete responsibility for the control and supervision of its coaching staff.
- 2.3.2 PSP shall be responsible for the control and safety of its members and guests within the Swim Center.
- 2.3.3 It is the responsibility of PSP to insure that all coaching staff is currently certified in C.P.R., First Aid and lifeguard training. The United States Swimming Coach's Certification in First Aid can apply to this qualification. Proof of such certification must be presented by PSP to the City on a yearly basis. City will not provide lifeguard services for practice or swim meets.

- 2.3.4 Any person having supervisory or disciplinary authority over any minor member of PSP is subject to a criminal background screening as specified in California Public Resources Code Section 5164. Each PSP employee or volunteer having supervisory or disciplinary authority over any minor must complete the supplemental questions attached as Exhibit "A" and must concurrently submit to being fingerprinted. PSP must submit a completed copy of Exhibit "A" and arrange for the fingerprinting of each employee and volunteer before this Agreement may be executed by the City. The first year that the City performs the background screening for a particular individual; the screening shall include screening by the federal government. All subsequent years that the City is required to perform a background check on that same individual, the screening need only be performed by the state government.
- 2.3.5 PSP must provide the City with a list of its employees and/or volunteers who will have supervisory or disciplinary authority over any minors while at the Swim Center. A true and correct list of such employees as of the date of execution of this Agreement is attached hereto as Exhibit "B". Should PSP hire a new employee or volunteer who should be listed on Exhibit "B", PSP must notify City of this fact within one week and PSP must concurrently submit a completed copy of the questionnaire, attached as Exhibit "A" for the new person.

2.4 Equipment and Storage

- 2.4.1 City shall provide a storage area on a joint-use basis for PSP. PSP shall not hold the City liable for damages for theft of equipment or material stored on City property.
- 2.4.2 PSP shall install equipment necessary to conduct practice and swim meets, with the exception of starting blocks. In a like manner, PSP shall remove, in a timely fashion, all equipment that it installs to conduct practice and swim meets (with the exception of starting blocks).
- 2.4.3 PSP shall repair or replace, at its expense, damaged equipment if damage occurred as a result of negligence by PSP or its officers, employees, members or invitees.
- 2.4.4 The City shall repair or replace damaged equipment, if damaged other than by PSP, at City's expense.
- 2.4.5 PSP shall notify the City of any damaged equipment in need of repair. Should the City fail to make the requested repairs, PSP shall be held harmless from any claim filed against PSP for injury resulting from said damaged equipment.

2.5 Swim Meets

- 2.5.1 PSP shall clean up all areas in and around the Swim Center that have been impacted by its use. The City shall coordinate with PSP arrangements for trash pickup and provide equipment/supplies to maintain the cleanliness of the surrounding area if trash pickup is not readily available during the time of the swim meet.
- 2.5.2 The Swim Center shall be closed to the public and all City programs whenever PSP uses the Swim Center for a meet. During this time, PSP accepts full responsibility for the control and safety of the general public, as well as PSP's members and guests. PSP shall provide a first aid kit and sufficient supplies to render first aid service during the time of the swim meet. The City shall provide access to back boards during the time of the scheduled swim meet.
- 2.5.3 PSP shall notify City of any dual meets that could allow safe access of the pool for joint use. The Swim Center staff and PSP are jointly responsible for the control and safety of swimmers as pool use is shared.
- 2.5.4 Following the completion of swim meets, PSP remains responsible for the control and safety of its guests and general public until the Swim Center is cleaned and the admission gates are locked by a PSP representative.

2.6 PSP Bylaws

- 2.6.1 PSP must maintain on file two (2) copies of its Articles of Incorporation, Bylaws, and Rules and Regulations with the City Clerk's office. Any revisions must be submitted to the Parks and Recreation Manager prior to action by PSP's Board.

2.7 Capital Improvement Plan

- 2.7.1 The City has allocated \$57,000 towards improvements to the Palm Springs Swim Center using State Park Bond Proposition 40 funds. Improvements to enhance the facility include but are not limited to electrical upgrades, pool lighting and platforms. A complete list of improvement items and costs is shown in Exhibit "D".

3. **INSURANCE AND INDEMNIFICATION**

- 3.1 PSP shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement, including any extension thereof, the following policies of insurance:

- (a) Comprehensive General Liability Insurance. A policy of comprehensive general liability insurance written on a per-occurrence basis. A combined single limit of \$1,000,000.00.
- (b) Workers' Compensation Insurance. To the extent required by Labor Code § 3700, PSP shall procure and maintain workers' compensation insurance.

All of the above policies of insurance shall be primary insurance and shall name the City, its officers, employees and agents as additional insureds. The insurer shall waive all rights of subrogation and contribution it may have against City, its officers, employees and agents and their respective insurers. All of said policies of insurance shall provide that said insurance may not be amended or canceled without providing thirty (30) days' prior written notice by registered mail to the City. In the event any of said policies of insurance are canceled, PSP shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 3.1 to the Contract Officer.

PSP agrees that the provisions of this Section 3.1 shall not be construed as limiting in any way the extent to which PSP may be held responsible for the payment of damages to any persons or property resulting from PSP'S activities or the activities of any person or persons for which PSP is otherwise responsible.

3.2 Indemnification

PSP agrees to indemnify and defend the City, its officers, agents and employees against and shall hold and save them and each of them harmless from any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities (herein "claims or liabilities") that may be asserted or claimed by any persons, firm or entity arising out of or in connection with the activities at the Facility of PSP, its agents, employees or invitees, or arising from the negligent acts or omissions of PSP, or arising from PSP'S negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, but excluding such claims or liabilities arising from the sole negligence or willful misconduct of the City, its officers, agents or employees, who are directly responsible to the City, and in connection therewith:

4. WAIVER OF UTILITY FAILURE

- 4.1 PSP expressly waives any and all claims to the City for compensation for any and all losses or damages sustained for any reason or any defect, deficiency or impairment of any utility system, water supply system, drainage system, electrical apparatus or wires serving the Facility with respect to the loss of the facility for PSP functions.

5. **ENFORCEMENT OF AGREEMENT**

5.1 California Law

This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Riverside, State of California, or any other appropriate court in such county, and PSP covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

5.2 Disputes

In the event of any dispute arising under this Agreement, the injured party shall notify the injuring party in writing of its contentions by submitting a claim therefor. The injured party shall continue performing its obligations hereunder so long as the injuring party commences to cure such default within ten (10) days of service of such notice and completes the cure of such default within forty-five (45) days after service of the notice, or such longer period as may be permitted by the injured party; provided that if the default is an immediate danger to the health, safety and general welfare, such immediate action may be necessary. Compliance with the provisions of the section shall be a condition precedent to termination of this Agreement for cause and to any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the dispute is not cured, provided that nothing herein shall limit City's or PSP's right to terminate this Agreement without cause pursuant to Section 5.8.

5.3 [Reserved]

5.4 Waiver

No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing

and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

5.5 Rights and Remedies are Cumulative

Except with respect to rights and remedies expressly declared to be

exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

5.6 Legal Action

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

5.7 Termination Prior to Expiration of Term

This section shall govern any termination of this Agreement except as specifically provided in the following section for termination for cause. City reserves the right to terminate this Agreement at any time, with or without cause, upon sixty (60) days' written notice to PSP, except that where termination is due to the fault of PSP, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, PSP reserves the right to terminate this Agreement at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of City, the period of notice may be such shorter time as PSP may determine.

5.8 Attorneys' Fees

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief that may be granted, whether legal or equitable, shall be entitled to reasonable attorneys' fees. Attorneys' fees shall include attorneys' fees on any appeal, and, in addition, a party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery, and all other necessary costs the court allows that are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

6. **CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION**

6.1 Non-Liability of City Officers and Employees

No officer or employee of the City shall be personally liable to PSP, or any successor in interest, in the event of any default or breach by the City or for any amount that may become due to PSP or to its successor, or for

breach of any obligation of the terms of this Agreement.

6.2 Non-Liability of PSP Officers and Employees

No officer or employee of PSP shall be personally liable to the City, or any successor in interest, in the event of any default or breach by PSP or for any amount that may become due to City or to its successor, or for breach of any obligation of the terms of this Agreement.

6.3 Conflict of Interest

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement that affects his financial interest or the financial interest of any corporation, partnership or association in which he is directly or indirectly interested, in violation of any state statute or regulation. PSP warrants that it has not paid or given and shall not pay or give any third party any money or other consideration for obtaining this Agreement.

6.4 Covenant Against Discrimination

PSP covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through it, that, to the extent permitted by law, there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, gender, marital status, sexual preference, domestic partnership status, national origin or ancestry in the performance of this Agreement.

7. **MISCELLANEOUS PROVISIONS**

7.1 Notice

Any notice, demand, request, document, consent, approval or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer, CITY OF PALM SPRINGS, P. O. Box 2743, Palm Springs, California 92263-2743, and, in the case of PSP, to the person at the address designated in Section 8.1. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this section.

7.2 Interpretation

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against

either party by reason of the authorship of this Agreement or any other rule of construction that might otherwise apply.

7.3 Integration; Amendment

It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

7.4 Severability

In the event that any one or more of the phrases, sentences, clauses, paragraphs or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs or sections of this Agreement hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that this invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

7.5 Corporate Authority

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other agreement to which said party is bound.

8. COORDINATION

8.1 Representative of PSP

PSP'S representative to coordinate with the City regarding operational matters is:

President or Board of Directors' Designee

Bill Wickham, President
P.O. Box 140-104
Palm Springs, CA 92262

8.2 City Representative

The City's shall assign a representative to coordinate with PSP regarding operational matters.

9. **TERM**

9.1 Unless earlier terminated in accordance with Section 5.7 of this Agreement, the term of this Agreement shall be for a period of five (5) years commencing on January 1, 2011 and terminating on December 31, 2015. At the discretion of the City Manager, this Agreement may be extended for two (2) one-year terms upon expiration of the original term.

[Signatures on the Following Page]

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

ATTEST:

CITY OF PALM SPRINGS,
a municipal corporation

By: _____
City Clerk

By: _____
David H. Ready
City Manager

"PSP"

PALM SPRINGS PIRANHAS

By: _____

Its:

Approved as to Form:

By: _____
City Attorney

By: _____
Legal Counsel for Palm Springs Piranhas

EXHIBIT "A"

SUPPLEMENTAL QUESTIONNAIRE FOR
PSP'S EMPLOYEES AND VOLUNTEERS WHO HAVE SUPERVISORY OR
DISCIPLINARY AUTHORITY.

"EXHIBIT A"

Page 1 of 2

SUPPLEMENTAL QUESTIONNAIRE

Pursuant to California Public Resources Code § 5164, this form must be completed by all applicants for positions involving supervisory or disciplinary authority over any minor.

	YES	NO
1. Have you ever been convicted of sexual assault or assault with intent to commit mayhem?	<input type="checkbox"/>	<input type="checkbox"/>
2. Have you ever been convicted of unlawful sexual intercourse with a person under age 18?	<input type="checkbox"/>	<input type="checkbox"/>
3. Have you ever been convicted of rape?	<input type="checkbox"/>	<input type="checkbox"/>
4. Have you ever been convicted of the rape of a spouse?	<input type="checkbox"/>	<input type="checkbox"/>
5. Have you ever been convicted of willful harm or injury to a child?	<input type="checkbox"/>	<input type="checkbox"/>
6. Have you ever been convicted of child endangerment?	<input type="checkbox"/>	<input type="checkbox"/>
7. Have you ever been convicted of corporal punishment or injury to a child?	<input type="checkbox"/>	<input type="checkbox"/>
8. Have you ever been convicted of willful infliction of corporal injury to a spouse, former spouse, cohabitant, or mother or father of your child?	<input type="checkbox"/>	<input type="checkbox"/>
9. Have you ever been convicted of any sexual crime or offense?	<input type="checkbox"/>	<input type="checkbox"/>
10. Have you ever been convicted of any of the following crimes or of an attempt to commit any of the following crimes?		
10.1. Kidnapping?	<input type="checkbox"/>	<input type="checkbox"/>
If yes, were you convicted of kidnapping or attempted kidnapping with the intent to commit rape, sodomy, lewd or lascivious acts, oral copulation, or forcible acts of sexual penetration?	<input type="checkbox"/>	<input type="checkbox"/>
10.2. Kidnapping for ransom?	<input type="checkbox"/>	<input type="checkbox"/>
If yes, were you convicted of kidnapping for ransom or attempted kidnapping for ransom with the intent to commit rape, sodomy, lewd or lascivious acts, oral copulation, or forcible acts of sexual penetration?	<input type="checkbox"/>	<input type="checkbox"/>
10.3. Sexual battery?	<input type="checkbox"/>	<input type="checkbox"/>
10.4. Aiding, abetting or soliciting the rape, rape of a spouse, or forcible acts of sexual penetration?	<input type="checkbox"/>	<input type="checkbox"/>
10.5. Enticement of an unmarried minor female for purposes of prostitution?	<input type="checkbox"/>	<input type="checkbox"/>
10.6. Aiding and abetting the enticement of an unmarried minor female for purposes of prostitution?	<input type="checkbox"/>	<input type="checkbox"/>
10.7. Inducing sexual intercourse with another when the other's consent is procured by false pretenses with the intent to create fear?	<input type="checkbox"/>	<input type="checkbox"/>
10.8. Pimping of a minor?	<input type="checkbox"/>	<input type="checkbox"/>
10.9. Pandering of a minor?	<input type="checkbox"/>	<input type="checkbox"/>
10.10. Procurement of a child under 16 years of age for lewd or lascivious acts?	<input type="checkbox"/>	<input type="checkbox"/>
10.11. Abduction (taking away) of a person under age 18 for purposes of prostitution?	<input type="checkbox"/>	<input type="checkbox"/>
10.12. Aggravated sexual assault of a child?	<input type="checkbox"/>	<input type="checkbox"/>
10.13. Incest?	<input type="checkbox"/>	<input type="checkbox"/>

	YES	NO
10.14. Sodomy?	<input type="checkbox"/>	<input type="checkbox"/>
10.15. Lewd or lascivious acts or the solicitation of the same?	<input type="checkbox"/>	<input type="checkbox"/>
10.16. Oral copulation?	<input type="checkbox"/>	<input type="checkbox"/>
10.17. Continuous sexual abuse of a child?	<input type="checkbox"/>	<input type="checkbox"/>
10.18. Forcible acts of sexual penetration or the solicitation of the same?	<input type="checkbox"/>	<input type="checkbox"/>
10.19. Selling, distributing, printing or exhibiting of child pornography?	<input type="checkbox"/>	<input type="checkbox"/>
10.20. Sexual exploitation of a child?	<input type="checkbox"/>	<input type="checkbox"/>
10.21. Employment or use of a minor to perform prohibited acts?	<input type="checkbox"/>	<input type="checkbox"/>
10.22. Advertising child pornography?	<input type="checkbox"/>	<input type="checkbox"/>
10.23. Possession of child pornography?	<input type="checkbox"/>	<input type="checkbox"/>
10.24. Annoying or molesting a child under 18?	<input type="checkbox"/>	<input type="checkbox"/>
10.25. Solicitation of rape by force or violence, sodomy by force or violence, or oral copulation by force or violence?	<input type="checkbox"/>	<input type="checkbox"/>
10.26. Indecent exposure?	<input type="checkbox"/>	<input type="checkbox"/>
10.27. Procuring, counseling, or assisting any person to commit indecent exposure?	<input type="checkbox"/>	<input type="checkbox"/>
10.28. Contributing to the delinquency of a minor?	<input type="checkbox"/>	<input type="checkbox"/>
10.29. Sending harmful material to a minor with the intent to seduce said minor?	<input type="checkbox"/>	<input type="checkbox"/>
11. Have you ever been convicted of armed robbery?	<input type="checkbox"/>	<input type="checkbox"/>
12. Have you ever been convicted of armed carjacking?	<input type="checkbox"/>	<input type="checkbox"/>
13. Have you ever been convicted of assault or attempted murder of a public official?	<input type="checkbox"/>	<input type="checkbox"/>
14. Have you ever been convicted of false imprisonment?	<input type="checkbox"/>	<input type="checkbox"/>
15. Have you ever been convicted of assault?	<input type="checkbox"/>	<input type="checkbox"/>
16. Have you ever been convicted of battery?	<input type="checkbox"/>	<input type="checkbox"/>
17. Have you ever been convicted of murder?	<input type="checkbox"/>	<input type="checkbox"/>
18. Have you ever been convicted of mayhem?	<input type="checkbox"/>	<input type="checkbox"/>
19. Have you ever been convicted of a crime that requires you to register as a sex offender in the State of California?	<input type="checkbox"/>	<input type="checkbox"/>

CERTIFICATION OF APPLICANT

I hereby certify that all responses herein are true and correct, and I understand and agree that any misstatement or omission of material fact may cause forfeiture on my part of all rights to employment by this City.

Date: _____ Signature: _____

EXHIBIT "B"

LIST OF PSP'S EMPLOYEES AND VOLUNTEERS WHO HAVE SUPERVISORY OR
DISCIPLINARY AUTHORITY.

1.

EXHIBIT "C1"

COMPREHENSIVE FEE SCHEDULE

Non-Exclusive Use of Pool	Current Fee	Proposed Fee
1-25 Swimmers	\$166/month	\$249/month
26-50 Swimmers	\$333/month	\$499/month
51-75 Swimmers	\$499/month	\$748/month
76-100 Swimmers	\$665/month	\$998/month
101-125 Swimmers		\$1248/month
126-150 Swimmers		\$1498/month
151-175 Swimmers		\$1748/month
176-200 Swimmers		\$1998/month
Above 200 Swimmers		\$7/swimmer/month
Exclusive Use of Pool		\$1.25/swimmer per meet

EXHIBIT "C2"

TRANSITIONAL FEE SCHEDULE-FEBRUARY THROUGH JULY 2011

Based on Average of 100 Swimmers

Month	Fee
February	\$720.50
March	\$776.00
April	\$831.50
May	\$887.00
June	\$942.50
July	\$998.00

Starting in August 2011 and beyond, the monthly fee shall be based on the Comprehensive Fee Schedule shown in Exhibit "C1".

EXHIBIT "D"

CAPITAL IMPROVEMENT PLAN
Palm Springs Swim Center Enhancements

Improvement Item	Cost
Competitor Lane Lines	\$7,665.00
Paragon Large Lane Reels and Covers	\$4,100.00
Track Start Quick Set Platforms	\$17,320.00
IntelliBrite White LED Underwater Lights	\$17,655.00
Guard Tower	\$3,200.00
Colorado Timing System (10-line)	\$20,000.00
Shade Structure for Locker Rooms and Shower Areas	\$5,000.00
TOTAL	\$57,285.00