

**RESOLUTION NO. 2016-19**

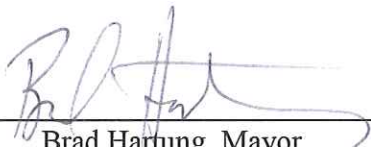
**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT, ON BEHALF OF THE CITY OF HURON, OHIO, WITH. HOLIDAY HARBOR MARINA INC., FOR THE LEASE OF A SWIMMING POOL FOR USE BY THE HURON PARKS AND RECREATION DEPARTMENT FOR RECREATIONAL PROGRAMMING**

**BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HURON, OHIO:**

**SECTION 1.** That the City Manager is authorized and directed to execute an agreement for and on behalf of the City of Huron, Ohio with Holiday Harbor Marina Inc., for leasing its swimming pool for a recreational swim program operated by the Parks and Recreation Department, said agreement to be substantially in the form of Exhibit "A" attached hereto and made a part hereof.

**SECTION 2.** That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of this Council and that all deliberations of this Council and of its Committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.R.C. §121.22.

**SECTION 3.** This Resolution shall be in full force and effect from and immediately following its adoption.

  
\_\_\_\_\_  
Brad Hartung, Mayor

ATTEST:

  
\_\_\_\_\_  
Clerk of Council

ADOPTED: MAR 08 2016

## **AGREEMENT**

This Agreement, entered into at Huron, Ohio this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between **THE CITY OF HURON**, an Ohio municipal corporation of Erie County, Ohio [Lessee] and **HOLIDAY HARBOR MARINA, INC.**, an Ohio corporation located in Huron, Ohio [Lessor],

**Whereas**, Lessee, through its Parks and Recreation Department, is organizing and planning recreational activities for residents of the Huron Joint Recreation District for the provision of a water aerobics program and;

**Whereas**, the Parties wish to execute this Agreement to lease Lessor's pool to the Lessee for use in its lesson and fitness programs to be conducted during the months of June through August, 2016;

**Now, therefore**, in consideration of the covenants and agreements set forth herein and in further no financial consideration by the Lessee, the Parties agree as follows:

1. Lessee will lease and have exclusive use of Lessor's pool on the dates and times and for the activities set forth on Exhibit A herein attached and incorporated by reference.
2. Lessor shall make its pool is available in a clean and safe condition as shall be appropriate for the uses and at the times set forth in Exhibit A.
3. Lessee shall provide appropriate instructors and supervision at all times specified in Exhibit A.
4. Each Party agrees to provide insurance coverage for the errors, omissions, and acts of its own corporation, agents, employees and officials/officers, and neither will indemnify or save harmless the other from liability for any and all injuries, claims, demands, actions and causes of action arising or claimed to arise in connection with the condition of the pool and its surroundings or the program activities conducted under this Agreement. The parties represent to each other that each of them has General Liability coverage insuring against any such injuries, claims, demands, actions and causes of action in limits of at least Three Million Dollars (\$3,000,000.00) and each party agrees to have the other

listed as an additional insured under its respective policy and to provide to the other party a certificate as to the existence of such insurance.

5. Lessor shall have a representative available at all times set forth in Exhibit A capable of addressing any problems with the pool or its equipment which may arise during any of the activities specified in Exhibit A.

6. This constitutes the entire Lease between the Parties and shall be interpreted in accordance with the laws of the State of Ohio.

7. Each corporation agrees that the signature of the designated authorized representative constitutes authorization from the respective corporation to enter into this Lease.

**IN WITNESS WHEREOF**, the parties have set their hands to duplicates hereof on the day and year first above written.

**LESSOR:**

**Holiday Harbor Marina, Inc.**

\_\_\_\_\_  
**Authorized Signature**

**LESSEE:**

**City of Huron**

\_\_\_\_\_  
**Andrew D. White, City Manager**

Approved and to Form:

\_\_\_\_\_  
**Laura E. Alkire, Law Director**

## EXHIBIT A

### POOL LEASE DATES AND TIMES

2016

Water Aerobics Schedule

Holiday Harbor Marina

Session I      June 21st – July 21st

Tuesdays and Thursdays

10:00am – 11:00am

11:00am – 12:00pm

Session II      July 26th – Aug 25th

Tuesdays and Thursdays

10:00am – 11:00am

11:00am – 12:00pm