

DATE SUBMITTED 04/13/2022
 SUBMITTED BY Ember Haller
 DATE ACTION REQUIRED 04/20/2022

COUNCIL ACTION (X)
 PUBLIC HEARING REQUIRED ()
 RESOLUTION ()
 ORDINANCE 1ST READING ()
 ORDINANCE 2ND READING ()
 CITY CLERK'S INITIALS OH

**IMPERIAL CITY COUNCIL
 AGENDA ITEM**

SUBJECT:	DISCUSSION/ACTION: APPROVE GYMNASIUM FACILITY AGREEMENT BETWEEN IMPERIAL UNIFIED SCHOOL DISTRICT AND CITY OF IMPERIAL FOR COMMUNITY SERVICE PROGRAMS FOR THE SUMMER OF 2022		
DEPARTMENT INVOLVED: COMMUNITY SERVICES DEPARTMENT			
BACKGROUND/SUMMARY: In an effort to facilitate recreation programs and activities during the Summer of 2022, the City of Imperial and Imperial Unified School District (IUSD) enter into a facility use agreement for use of the Frank Wright Middle School Gymnasium which includes a basketball court, kitchen, two classrooms, and restrooms. This agreement will begin the first Monday after the end of the "regular school year" as defined by the IUSD school calendar until the last Friday in July. The Department of Community Services will facilitate summer camps for youth at the gym during seven weeks of the summer running June 13 through July 29. The agreement is attached for more information.			
FISCAL IMPACT: Anticipated fiscal impact not to exceed \$5,000.00 as budgeted in the general fund under Recreation Rental of Property. <u>01,421,5252</u>	FINANCE INITIALS	<u>[Signature]</u>	
STAFF RECOMMENDATION: It is staff's recommendation that the City Council approve the facility use agreement between the City and Imperial Unified School District on the terms set forth in the contract.	DEPT. INITIALS	<u>[Signature]</u>	
MANAGER'S RECOMMENDATION: <u>approve</u>	CITY MANAGER'S INITIALS	<u>[Signature]</u>	
MOTION:			
SECONDED: AYES: NAYES: ABSENT:	APPROVED () DISAPPROVED ()	REJECTED () DEFERRED ()	REFERRED TO:

AGREEMENT

This Agreement is entered into this ____ day of ____, between the City of Imperial, a municipal corporation of the State of California (“City”) and the Imperial Unified School District (“District”).

Recitals

WHEREAS, the District is the owner of a gymnasium located at Frank M. Wright Middle School, 885 N. Imperial Ave., Imperial, California 92251; and

WHEREAS, the gymnasium includes a basketball court, two classrooms and restrooms (“Gym”); and

WHEREAS, the City and the District wish to provide for the operation and maintenance of the Gym for the community’s use and enjoyment during a period of time when the Gym might not otherwise be open for the public’s use.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. Term: The term of this Agreement shall be for each summer beginning the first Monday after the end of the regular school year until the second Friday in August. “Regular school year” shall be as set forth in the District calendar. District may adjust the date this Agreement begins or ends for a given summer by giving City not less than 60 days written notice. District has provided City with one set of keys to access the basketball court, classrooms and the restrooms. This agreement may be terminated by either party by giving not less than 60 days written notice.
2. City Duties: City shall operate and maintain the Gym during the Term of this Agreement. Maintenance, as used herein, means day-to-day maintenance for those days City conducts an activity at the Gym and includes keeping the premises free of trash and stocking and cleaning the restrooms. The City will allow for at least four hours of maintenance time per week to be determined by the City. “Operation” means City may provide personnel to conduct programs at the Gym. In addition to operation and maintenance as defined herein, the City will pay District the sum of \$60.00 for each day City occupies the Gym to defray the cost of utilities. City will also pay for damages to the Gym above the normal wear and tear to the extent such damage is caused by a registered participant in a City activity and within the course and scope of a City activity.

- 3. School District Duties: All other maintenance and repair shall be performed by the District. City shall have priority in scheduling activities at the Gym. City agrees to cooperate with the District in the event District wishes to schedule an activity at the Gym on a day City does not have any planned event or activity.

- 4. Mutual Indemnity: This Agreement is not intended to affect the legal liability of the City or District by imposing any standard of care other than the standard of care imposed by law. Neither City nor District, their respective officers or employees are responsible for any damage or liability occurring by reason of anything City or District, or their respective officers or employees, does or fails to do under or in connection with any work, authority or jurisdiction delegated under this Agreement. Pursuant to Government Code Section 895.4, City and District shall fully indemnify and hold harmless each other from any damage or liability occurring by reason of anything done or omitted by City or District, or its officers or employees, under or in connection with any work or authority delegated under this Agreement. Said indemnity shall include, but is not limited to, all reasonable costs and attorney's fees occurred in defense in any and all claims covered by this provision.

CITY OF IMPERIAL,

IMPERIAL UNIFIED SCHOOL
DISTRICT

A municipal corporation

By _____
City Manager

By _____
Superintendent

Date _____

Date _____

ATTEST:

City Clerk