

DATE SUBMITTED 04/15/2024  
 SUBMITTED BY Parks and Rec  
 DATE ACTION REQUIRED 05/01/2024

COUNCIL ACTION ( )  
 PUBLIC HEARING ( )  
 REQUIRED  
 RESOLUTION ( )  
 ORDINANCE 1<sup>ST</sup> READING ( )  
 ORDINANCE 2<sup>ND</sup> READING ( )  
 CITY CLERK'S INITIALS ( )

**IMPERIAL CITY COUNCIL  
 AGENDA ITEM**

SUBJECT: DISCUSSION/ACTION: FRANK WRIGHT MIDDLE SCHOOL GYM AND POOL FACILITY AGREEMENT

1. APPROVE POOL FACILITY AGREEMENT BETWEEN THE CITY AND IMPERIAL UNIFIED SCHOOL DISTRICT FOR THE SUMMER OF 2024
2. APPROVE FRANK WRIGHT MIDDLE SCHOOL GYM AGREEMENT BETWEEN THE CITY AND IMPERIAL UNIFIED SCHOOL DISTRICT FOR THE SUMMER OF 2024

DEPARTMENT INVOLVED: PARKS AND RECREATION

BACKGROUND/SUMMARY:

The City of Imperial and Imperial Unified School District enter into a facility use agreement for the City's use of the pool to provide aquatic programs and activities each summer. The agreement begins the first Monday after the end of the regular school year and ends the Friday preceding the start of the regular school year by teachers as defined by the school district's calendar. The 2024 agreement will be effective June 10 through August 12.

Attached is the IUSD Facility Agreement for your review.

FISCAL IMPACT:

Not to exceed \$5,000 as budgeted in the general fund under rent of equipment/property.

FINANCE INITIALS

VMS

STAFF RECOMMENDATION:

The department requests Council to approve the agreements between the City and Imperial Unified School District for the Summer of 2024.

DEPT. INITIALS



MANAGER'S RECOMMENDATION:

approve

CITY MANAGER'S INITIALS

JHM

MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ( )

DISAPPROVED ( )

REJECTED ( )

DEFERRED ( )

REFERRED TO:

## **AGREEMENT**

This Agreement is entered into this 10th day of June, 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. The fee is subject to change based on the CPI yearly index. 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 (including the provision of necessary chemicals) and repair shall be performed by the District.
  
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. It is understood and agreed that neither 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 the Agreement. It is also understood and agreed that, 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  
A municipal corporation

IMPERIAL UNIFIED SCHOOL DISTRICT

By \_\_\_\_\_  
Dennis H. Morita, City Manager

By   
Bryan Thomason, Superintendent

**ATTEST:**

\_\_\_\_\_  
Kristina Sheilds, City Clerk

## **AGREEMENT**

This Agreement is entered into this 10th day of June, 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 swimming pool located at 618 West Barioni Boulevard, Imperial, California 92251; and

WHEREAS, the City and the District wish to provide for the operation and maintenance of the swimming pool for the community's use and enjoyment during a period of time when the pool 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 as defined by the District school calendar until the Friday preceding the start of the regular school year by teachers as defined by the District school calendar for daily operations by the City. The City will require a cleaning/damage deposit for use of all non-city events and the City will ensure that the facilities are left clean and in good shape following each use. Termination of this agreement by either party shall be in writing and will take effect 60 days from receipt.
  
2. **City Duties:** The City shall operate and maintain the swimming pool during its use. Maintenance, as used herein, means all of the day-to-day maintenance such as keeping the premises free of trash, testing, maintaining the appropriate chemical balance of the swimming pool water, stocking and cleaning the restrooms, and skimming and vacuuming the pool. The City shall maintain the pool by City personnel, contracting through a bonded pool maintenance company mutually agreed upon between the City and District, or the City shall reimburse the District for personnel costs associated with maintenance of the pool. The City will allow for at least four hours of maintenance time per week to be determined by the City. The City will also arrange Operation for purposes of this paragraph means the City will provide personnel such as lifeguards, and cashiers. In addition to operation and maintenance as defined herein, the City will also assume charges otherwise due to the City for water used at the pool and repairs from any damage resulting from the city's usage.

3. **School District Duties:** All other maintenance (including the provision of necessary chemicals) and repair shall be performed by the District.
  
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. It is understood and agreed that neither 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 the Agreement. It is also understood and agreed that, 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**  
A municipal corporation

**IMPERIAL UNIFIED SCHOOL DISTRICT**

By \_\_\_\_\_  
Dennis H. Morita, City Manager

By \_\_\_\_\_  
Bryan Thomason, Superintendent

**ATTEST:**

\_\_\_\_\_  
Kristina Sheilds, City Clerk



TUSD  
JPM 1.9.24 11:01:30

**FOR OFFICE USE ONLY:**

Approved:  Yes  No

By: \_\_\_\_\_

Copy: \_\_\_\_\_



219 N. "E" Street, Imperial, CA 92251  
 (760) 355-3200 (760) 355-4511 (fax) imperialusd.org

Reviewed by site on

Site 1/16/24

M & O 1,17,24

Food Serv.

*OK*

**APPLICATION & PERMIT FOR FACILITIES/FIELD USE**

City of Imperial - Dept. of Parks and Recreation (760) 355-3316

Name of organization requesting use: Victoria Topete Phone Number: \_\_\_\_\_ Extension: \_\_\_\_\_

Name of person who will be in charge of group: \_\_\_\_\_ e-mail: vtopete@cityofimperial.org

Address/Town/Zip: 101 E. 4th Street Imperial CA 92251

Signature of person making request: *Victoria Topete* Date: 1/10/24

**EVENT INFORMATION**

Date of Event: 6/7/24 - 6/12/24 Start Time: 7:00AM  AM  PM End Time: 10:00PM  AM  PM

Number of people attending: 50-100

Will admission be charged?  Yes  No

Is your organization a recognized non-profit organization?  Yes  No Tax ID# 95-60075

Description of Activity/Event: City of Imperial aquatic programs/events

All activities/events require a Certificate of Insurance naming the Imperial Unified School District as additional insured for the day of the event in the amount of \$1,000,000 for each person, \$2,000,000 for each accident, with property damage coverage in an amount not less than \$200,000. Please see reverse side of this form for additional information and areas where required signatures are needed.

**FACILITY REQUESTED**

Location:  Ben Hulse  T.L. Waggoner  Imperial Cross  Frank Wright  Imperial High  Imperial Ave Holbrook

Parking Lot  Board Room  Gymnasium  Classroom # \_\_\_\_\_  Multipurpose Room  \*\*\*Multipurpose Room with Kitchen  
\*\*\* Must provide own sports, stretch, trash bags, towels etc

Swimming Pool

List the names of lifeguards with current Lifeguard Certificates who will be on duty (1:20 ratio)

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

**ATHLETIC FIELDS / COURTS REQUESTED**

Location:  Ben Hulse  T.L. Waggoner  Imperial Cross  Frank Wright  Imperial High  Imperial Ave Holbrook

Playground  School Fields  Covered Areas  Outside Courts

Softball Field -IHS  Baseball Field -IHS  Northwest Field -IHS  Football Field -IHS

Lights Needed?  Yes  No

Time lights on: \_\_\_\_\_

Time lights off: \_\_\_\_\_

Describe any room set-up and/or equipment required. (Tables, chairs, podium, PA, TV, VCR, etc.)

The Imperial Pool will be utilized for city aquatics programs and events. Lifeguard staff will be at the pool from 7:00am-10:00pm Monday-Sunday but the program hours will vary. The city will also be renting out the pool for private parties on Saturdays and Sundays.



**FOR OFFICE USE ONLY:**

Approved:  Yes  No

By: \_\_\_\_\_

Date: \_\_\_\_\_



219 N. "B" Street, Imperial, CA 92251  
 (760) 355-3200 (760) 355-4511 (fax) imperialusd.org

Reviewed by site at

Site  M & O  Pool Serv

1.16.24 @ BCF

1.17.24

**APPLICATION & PERMIT FOR FACILITIES/FIELD USE**

City of Imperial - Dept. of Parks and Recreation

(760) 355-3316

Name of organization requesting use

Phone Number

Extension

Victoria Topete

vtopete@cityofimperial.org

Name of person who will be in charge of group

e-mail

101 E. 4th Street Imperial CA 92251

Address/Town/Zip

*[Signature]*

Signature of person making request

1/10/24  
Date

**EVENT INFORMATION**

8/17/24 - 8/28/24      7:00AM       AM      10:00PM       AM  
 Date of Event      Start Time       PM      End Time       PM

Number of people attending: 50-100

Will admission be charged?  Yes  No

Is your organization a recognized non-profit organization?

Yes  No

Tax ID#

95-60075

Description of Activity/Event: City of Imperial aquatic programs/events

All activities/events require a Certificate of Insurance naming the Imperial Unified School District as additional insured for the day of the event in the amount of \$1,000,000 for each person, \$2,000,000 for each accident, with property damage coverage in an amount not less than \$200,000. Please see reverse side of this form for additional information and areas where required signatures are needed.

**FACILITY REQUESTED**

**Location**

Ben Hulse       Parking Lot      A classroom near the Imperial Pool is requested btwn the weeks of 8/17-8/28 to host our Jr. Lifeguard program

T.L. Waggoner       Board Room

Imperial Cross       Gymnasium

Frank Wright       Classroom # T-47

Imperial High       Multipurpose Room

Imperial Ave Holbrook       \*\*\*Multipurpose Room with Kitchen

Swimming Pool

List the names of lifeguards with current Lifeguard Certificates who will be on duty (1:20 ratio)

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

**ATHLETIC FIELDS / COURTS REQUESTED**

**Location**

Ben Hulse       Frank Wright       Playground       Softball Field -IHS      Lights Needed?  Yes  No

T.L. Waggoner       Imperial High       School Fields       Baseball Field -IHS      Time lights on: \_\_\_\_\_

Imperial Cross       Imperial Ave Holbrook       Covered Areas       Northwest Field -IHS      Time lights off: \_\_\_\_\_

Imperial Ave Holbrook       Outside Courts       Football Field -IHS

Describe any room set-up and/or equipment required. (Tables, chairs, podium, PA, TV, VCR, etc.)

The city is requesting a classroom closest to the Imperial Pool for two weeks to utilize for the Jr. Lifeguard Program. This program requires both in-pool and in-classroom lessons which is why we would need a classroom that is physically closest to the pool.



\* REVISED \*

**FOR OFFICE USE ONLY:**  
 Yes  No  
 Copy \_\_\_\_\_



219 N. "E" Street, Imperial, CA 92251  
 (760) 355-3200 (760) 355-4511 (fax) imperialusd.org

Reviewed by site on  
 Site 3.20.24  
 M & O 3.20.24 / 3.21.24  
 Food Serv.

**APPLICATION & PERMIT FOR FACILITIES/FIELD USE**

City of Imperial - Dept. of Parks and Recreation

(760) 355-3318

3319

Name of organization requesting use

Phone Number

Extension

Victoria Topete

vtopete@cityofimperial.org

Name of person who will be in charge of group

e-mail

101 E. 4th Street Imperial CA 92251

Address Town/Zip

*[Signature]*  
 Signature of person making request

1/10/24

Date

EVENT INFORMATION					
6/7/24 - 8/12/24	7:00AM	<input checked="" type="checkbox"/> AM	6:00PM	<input type="checkbox"/> AM	Number of people attending: 50
Date of Event	Start Time	<input type="checkbox"/> PM	End Time	<input checked="" type="checkbox"/> PM	Will admission be charged? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Is your organization a recognized non-profit organization?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Tax ID#	95-60075
Description of Activity/Event: City of Imperial Summer Day Camp/Programs					
All activities/events require a Certificate of Insurance naming the Imperial Unified School District as additional insured for the day of the event in the amount of \$1,000,000 for each person, \$2,000,000 for each accident, with property damage coverage in an amount not less than \$200,000. Please see reverse side of this form for additional information and areas where required signatures are needed.					
FACILITY REQUESTED					
Location		<input type="checkbox"/> Parking Lot	<input checked="" type="checkbox"/> CLASSROOM	<input type="checkbox"/> Swimming Pool	
<input type="checkbox"/> Ben Hideo		<input type="checkbox"/> Board Room	Both classrooms	List the names of lifeguards with current C, lifeguard Certificates who will be on duty (1-20 min)	
<input type="checkbox"/> T.L. Waggoner		<input checked="" type="checkbox"/> Gymnasium	inside FWMS	1.	
<input type="checkbox"/> Imperial Cross		<input checked="" type="checkbox"/> Classroom #	Gym	2.	
<input checked="" type="checkbox"/> Frank Wright		<input type="checkbox"/> Multipurpose Room		3.	
<input type="checkbox"/> Imperial High		<input type="checkbox"/> ***Multipurpose Room with Kitchen		*** Must provide own plates, bowls, toothbrush, etc.	
<input type="checkbox"/> Imperial Ave Holbrook					
ATHLETIC FIELDS / COURTS REQUESTED					
Location		<input type="checkbox"/> Playground	<input type="checkbox"/> Softball Field -IHS	Lights Needed? <input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/> Ben Hideo	<input type="checkbox"/> Frank Wright	<input type="checkbox"/> School Fields	<input type="checkbox"/> Baseball Field -IHS	Time lights on:	
<input type="checkbox"/> T.L. Waggoner	<input type="checkbox"/> Imperial High	<input type="checkbox"/> Covered Areas	<input type="checkbox"/> Northwest Field -IHS	Time lights off:	
<input type="checkbox"/> Imperial Cross	<input type="checkbox"/> Imperial Ave Holbrook	<input type="checkbox"/> Outdoor Courts	<input type="checkbox"/> Football Field -IHS		
Describe any room set-up and/or equipment required. (Tables, chairs, podium, PA, TV, VCR, etc.)					
FWMS gym and classrooms will be utilized for summer programming. We will need four sets of keys to the building if possible since we will have 3 Rec Leader staff opening and closing the facility and will need an extra set of keys in the office. Staff will be in the facility from 7:00am-7:00pm however programming hours will vary.					
1 CLASSROOM IN GYM					
1 CLASSROOM IN 900 BLDG.					