

DATE SUBMITTED 4/28/2021  
 SUBMITTED BY Ember Haller  
 DATE ACTION REQUIRED 05/05/2021

COUNCIL ACTION  
 PUBLIC HEARING REQUIRED   
 RESOLUTION   
 ORDINANCE 1<sup>ST</sup> READING   
 ORDINANCE 2<sup>ND</sup> READING   
 CITY CLERK'S INITIALS 6

**IMPERIAL CITY COUNCIL  
 AGENDA ITEM**

SUBJECT: **DISCUSSION/ACTION: POOL FACILITY AGREEMENT**  
 1. APPROVE POOL FACILITY AGREEMENT BETWEEN IMPERIAL UNIFIED SCHOOL DISTRICT FOR THE SUMMER OF 2021  
 DEPARTMENT INVOLVED: COMMUNITY SERVICES DEPARTMENT

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 2021 agreement will be effective June 7 thru August 13.  
 All programming at the pool during the 2021 season will follow health and safety guidelines to prevent the spread of COVID-19.

FISCAL IMPACT: Not to exceed \$3,500	FINANCE INITIALS <u>VB</u>
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STAFF RECOMMENDATION: The department requests Council to authorize the facility use agreement between the City and Imperial Unified School District.	DEPT. INITIALS <u>JK</u>
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MANAGER'S RECOMMENDATION: <u>Approve</u>	CITY MANAGER'S INITIALS <u>AB</u>
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MOTION:

SECONDED:	APPROVED	( )	REJECTED	( )
AYES:	DISAPPROVED	( )	DEFERRED	( )
NAYES:	REFERRED TO:			
ABSENT:				

## AGREEMENT

This Agreement is entered into this \_\_\_\_ day of June, 2019, 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 \_\_\_\_\_  
Stefan T. Chatwin, City Manager

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

**ATTEST:**

\_\_\_\_\_  
Debra Jackson, City Clerk