

DATE SUBMITTED 05/30/19  
 SUBMITTED BY Community Services  
Department - Haller  
 DATE ACTION REQUIRED 6/05/2019

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

**IMPERIAL CITY COUNCIL  
 AGENDA ITEM**

SUBJECT:	DISCUSSION/ACTION:  APPROVE GYMNASIUM FACILITY AGREEMENT BETWEEN IMPERIAL UNIFIED SCHOOL DISTRICT FOR COMMUNITY SERVICE PROGRAMS FOR THE SUMMER OF 2019		
DEPARTMENT INVOLVED: <u>COMMUNITY SERVICES DEPARTMENT</u>			
BACKGROUND/SUMMARY:  In an effort to facilitate recreation programs and activities during the Summer of 2019, 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 facilitates summer camps for youth at the gym including SPARK (Sports, Play, and Active Recreation for Kids) Camp, Basketball Camp, Volleyball Camp, Cheer Camp, and Olympics Camp during six weeks of the summer.			
FISCAL IMPACT:  Anticipated fiscal impact not to exceed \$2,500.00.	FINANCE INITIALS		<u>JS</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>JS</u>
MANAGER'S RECOMMENDATION:	CITY MANAGER'S INITIALS		<u>JS</u>
MOTION:  SECONDED: AYES: NAYES: ABSENT:			
	APPROVED ( )	REJECTED ( )	
	DISAPPROVED ( )	DEFERRED ( )	
	REFERRED TO:		



## 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 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 \$65.00 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,  
A municipal corporation

IMPERIAL UNIFIED SCHOOL  
DISTRICT

By \_\_\_\_\_  
City Manager

By \_\_\_\_\_  
Superintendent

Date \_\_\_\_\_

Date \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
City Clerk

DATE SUBMITTED 05/30/19  
 SUBMITTED BY Community Services  
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 CITY CLERK'S INITIALS 26

**IMPERIAL CITY COUNCIL  
 AGENDA ITEM**

SUBJECT: DISCUSSION/ACTION:  
 APPROVE POOL FACILITY AGREEMENT BETWEEN IMPERIAL UNIFIED SCHOOL DISTRICT FOR COMMUNITY SERVICE PROGRAMS FOR THE SUMMER OF 2019

DEPARTMENT INVOLVED: COMMUNITY SERVICES DEPARTMENT

BACKGROUND/SUMMARY:

In an effort to facilitate aquatic programs and activities during the Summer of 2019; the City of Imperial and Imperial Unified School District (IUSD) enter into a facility use agreement for the Imperial Pool located at 618 West Barioni Boulevard in the City of Imperial.

This agreement will begin the first Monday after the end of the "regular school year" as defined by the IUSD school calendar until the Friday preceding the start of the regular school year by teachers as defined by the IUSD school calendar.

The Department of Community Services facilitates learn-to-swim programming, junior lifeguard courses, water fitness, open swim, private pool rentals, and its annual Pool Dive-In for the community during the nine weeks of summer.

FISCAL IMPACT:  
 Anticipated fiscal impact not to exceed \$3,500.00.

FINANCE INITIALS WJ

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 MAH

MANAGER'S RECOMMENDATION:

CITY MANAGER'S INITIALS D

MOTION:

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



## 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