**Agenda Item No.** D-1

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| DATE SUBMITTED | 05/26/2016 | COUNCIL ACTION | (x) |
| | | PUBLIC HEARING REQUIRED | ( ) |
| SUBMITTED BY | RECREATION | RESOLUTION | ( ) |
| | | ORDINANCE 1ST READING | ( ) |
| DATE ACTION REQUIRED | 06/01/2016 | ORDINANCE 2ND READING | ( ) |
| | | CITY CLERK'S INITIALS | ( ) |

# IMPERIAL CITY COUNCIL
# AGENDA ITEM

SUBJECT: DISCUSSION/ACTION: FRANK WRIGHT MIDDLE SCHOOL GYMNASIUM FACILITY USE AGREEMENT

1. APPROVAL OF THE FACILITY USE AGREEMENT BETWEEN THE CITY OF IMPERIAL AND IMPERIAL UNIFIED SCHOOL DISTRICT FOR THE USE OF THE FRANK WRIGHT MIDDLE SCHOOL GYMNASIUM LOCATED AT 885 N. IMPERIAL AVE. IN IMPERIAL, CA.

DEPARTMENT INVOLVED: DEPARTMENT(S) RECREATION AND PARKS

BACKGROUND/SUMMARY:

In an effort to facilitate recreation programs the City is proposing to enter into a facility use agreement with the Imperial Unified School District (IUSD) to use the Frank Wright Middle School Gymnasium; which includes a basketball court, kitchen, two classrooms and restrooms.
The City Recreation Department will acquire use of the facility from the first Monday following the "regular school year" as outlined by IUSD, until the second Friday in August. The City will see to the operational day-to-day maintenance such as picking up trash, stocking and cleaning the restrooms and floors.
The Recreation Department will host almost twenty of its summer programs at the gym including Super Hero Camp, Cheer Camp, Fairy Boot Camp, SPARKS Camp, Basketball Camp and more.

FISCAL IMPACT: Anticipated fiscal impact not to exceed more than $2700.00

F.O. INITIALS: VB

According to the agreement, the City will pay IUSD the sum of $60.00 per day to cover energy costs.

STAFF RECOMMENDATION: It is Staff's recommendation that the City Council of Imperial approve the facility use agreement between the City and IUSD so the Recreation Department can continue to facility programs for the Summer of 2016.

MANAGER'S RECOMMENDATION: It is the City Manager's recommendation to agree with Staff and approve the facility use agreement for Frank Wright Middle School Gymnasium.

MANAGER'S INITIALS _____

MOTION:

SECONDED:
AYES:
NAYES:
ABSENT:

APPROVED ( ) REJECTED ( )
DISAPPROVED ( ) DEFERRED ( )

REFERRED TO:

# AGREEMENT

This Agreement is entered into this ___ day of May, 2016, 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,

A municipal corporation

By_____
City Manager

Date_____

IMPERIAL UNIFIED SCHOOL DISTRICT

By_____
Superintendent

Date_____

**ATTEST:**

_____
City Clerk