



4

DEPARTMENT OF PARKS  
AND COMMUNITY SERVICES

CITY OF SACRAMENTO  
CALIFORNIA

1231 I STREET  
SUITE 400  
SACRAMENTO, CA  
95814-2977

ROBERT P. THOMAS  
DIRECTOR

May 6, 1987

916-449-5200

G. ERLING LINGGI  
ASSISTANT DIRECTOR

DIVISIONS:

CROCKER ART MUSEUM  
GOLF  
METROPOLITAN ARTS  
MUSEUM & HISTORY  
PARKS  
RECREATION  
ZOO

Budget and Finance Committee  
Sacramento, California

Honorable Members in Session:

SUBJECT: Swimming Pool Agreement - Grant Joint Union High School District

SUMMARY

This report recommends that the City enter into an agreement with Grant Joint Union High School District for the use of their swimming pool for the 1987, 1988 and 1989 summer seasons.

BACKGROUND INFORMATION

The City has conducted a recreational swim program at Grant Joint Union High School and has had an agreement with the District since 1965. The service is an essential part of this Department's summer program for the Del Paso Heights community.

The Department of Parks and Community Services wishes to enter into an agreement for the 1987, 1988 and 1989 summer seasons for the use of the District's swimming pool. This agreement allows the City to utilize the facility for recreational purposes to the benefit of the public. Significant terms of the agreement include:

1. Schedule of use.
2. Three-year agreement.
3. City appoints and pays for personnel.
4. City is entitled to retain entrance fees to the pool.
5. Agreement may be terminated upon ten (10) days notice by either party.

FINANCIAL DATA


The operational cost for the 1986 season was approximately \$10,950. The 1987 season cost is expected to be \$10,950 and has been included in the proposed FY 1987-88 Recreation Division operating budget.

Budget and Finance Committee  
May 6, 1987  
Page Two

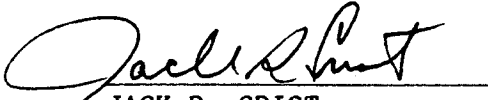
RECOMMENDATION

It is recommended that the Budget and Finance Committee review this report and refer it to the full City Council for action. Further, it is recommended that the City Council, by resolution, authorize the City Manager to execute the agreement with Grant Joint Union High School District to provide a recreational swim program at Grant Union High School.

Respectfully submitted,

*for*   
-ROBERT P. THOMAS, Director  
Parks and Community Services

Recommendation Approved:

  
JACK R. CRIST  
Deputy City Manager

RPT:ja

May 21, 1987  
District No. 2

# RESOLUTION NO.

ADOPTED BY THE SACRAMENTO CITY COUNCIL ON DATE OF

A RESOLUTION APPROVING AN AGREEMENT FOR THE  
USE OF THE GRANT UNION HIGH SCHOOL POOL

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SACRAMENTO:

That the City Manager and the City Clerk are hereby authorized and directed to execute on behalf of the City of Sacramento that certain agreement between the City and the Grant Joint Union High School District, whereby the City is given the use of the District's swimming pool in connection with its recreation program during the 1987, 1988 and 1989 summer months.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

AGREEMENT FOR USE OF GRANT JOINT UNION HIGH SCHOOL DISTRICT  
SWIMMING POOL BY THE CITY OF SACRAMENTO  
DEPARTMENT OF PARKS AND COMMUNITY SERVICES

THIS AGREEMENT in made and entered into on \_\_\_\_\_  
\_\_\_\_\_, by and between the CITY OF SACRAMENTO, hereinafter  
referred to as CITY. and GRANT JOINT UNION HIGH SCHOOL DISTRICT OF  
SACRAMENTO COUNTY, a political subdivision of the State of California,  
hereinafter referred to as SCHOOL DISTRICT.

WITNESSETH:

WHEREAS City owns, operates and maintains public playgrounds and  
provides a recreation program, and

WHEREAS School District owns, operates and maintains swimming  
pools, and

WHEREAS the parties hereto recognize the need and desire to  
cooperate in the use of available facilities for the purpose of public  
recreation, and

WHEREAS Section 10900 of the Education Code, of the State of  
California authorizes and empowers school districts and cities to  
organize, promote and conduct programs of community recreation, to  
establish systems of playgrounds and recreation centers within or without  
the territorial limits thereof,

NOW THEREFORE, IT IS MUTUALLY UNDERSTOOD AND AGREED by and  
between the parties as follows:

1. City is given the right to use the swimming pool, showers,  
locker rooms, parking lot adjacent thereto, and related facilities located  
at Grant Union High School for the purpose of conducting instructional and  
recreational swimming programs according to the following schedule:

June 13 through August 23, 1987  
June 11 through August 21, 1988  
June 10 through August 20, 1989

Monday, Tuesday, Wednesday, Thursday and Friday, 8:00 a.m. to 6:00 p.m.  
Saturday and Sunday 8:00 a.m. to 5:00 p.m.

City shall have the exclusive use of said facilities during said date and hours. The pool usage dates and hours of operation shall be subject to change upon mutual agreement of the parties.

2. City will appoint all employees in accordance with the City's usual personnel practices for appointments. All personnel shall be paid by City. All salaries shall be paid on the basis of the current pay scale of City.

3. All facilities shall be maintained in accordance with the requirements of the State Department of Public Health:

(a) School District will be responsible for the maintenance of the pool water; i.e. chemistry, filtration, and back washing;

(b) City will be responsible for cleaning the decks and bath house.

4. School District shall invoice each agency for pool custodial services rendered at a rate of \$14.78 per hour or a pro rate thereof.

5. School District shall provide electricity and water.

6. City will provide and or replace chemicals and other supplies as needed to conduct program.

7. City is entitled to retain all entrance fees to the pools.

8. City will include in its public liability insurance program as additional insured, the GRANT JOINT UNION HIGH SCHOOL DISTRICT of Sacramento County and the members of the governing board thereof as to operations conducted by the City upon the premises of the School District during the instructional and recreational swimming programs, and City shall indemnify and hold harmless School District from any and all liability incurred in the use of the facilities during the period City is conducting its instructional and recreational swimming programs, excepting any liability caused by, arising from or resulting from the negligent or wilful misconduct of the SCHOOL DISTRICT.

9. TERMINATION. Either may at any time terminate this agreement upon ten (10) days written notice to the other party.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first above written.

CITY:

CITY OF SACRAMENTO, a municipal corporation

By: \_\_\_\_\_  
CITY MANAGER

ATTEST:

\_\_\_\_\_  
ASSISTANT CITY CLERK

APPROVED AS TO FORM:

GRANT JOINT UNION HIGH SCHOOL DISTRICT  
OF SACRAMENTO COUNTY, A POLITICAL  
SUBDIVISION OF THE STATE OF CALIFORNIA:

Diane B. Bates      4/23/97  
DEPUTY CITY ATTORNEY      Date

By: Thomas B. Hannigan  
Title: DIRECTOR PURCHASING / WAREHOUSING  
Date: 4/23/97