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DEPARTMENT OF PARKS
AND COMMUNITY SERVICES

CITY OF SACRAMENTO
CALIFORNIA

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SACRAMENTO, CA
95814-2977

ROBERT P. THOMAS
DIRECTOR

April 3, 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 - Sacramento Job Corps Center

SUMMARY

This report recommends that the City enter into an agreement with Sacramento Job Corps Center for the use of their swimming pool for the 1987 summer season.

BACKGROUND INFORMATION

The City has conducted a recreational swim program at the Sacramento Job Corps Center and has had an agreement with the Center since 1979. The service is an essential part of this Department's summer program.

The Department of Parks and Community Services wishes to enter into an agreement for the 1987 summer season (June 15 through August 21, 1987) for the use of the Center'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. One-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 \$6,500. The 1987 season cost is expected to be \$6,750 and has been included in the proposed FY 1987-88 Recreation Division operating budget.

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 Sacramento Job Corps Center to provide a recreational swim program at Sacramento Job Corps Center.

Respectfully submitted,



ROBERT P. THOMAS, Director
Parks and Community Services

Recommendation Approved:



JACK R. CRIST
Deputy City Manager

RPT:ja

April 21, 1987
District No. 7

RESOLUTION NO.

ADOPTED BY THE SACRAMENTO CITY COUNCIL ON DATE OF

A RESOLUTION APPROVING AN AGREEMENT FOR THE
USE OF THE SACRAMENTO JOB CORPS CENTER 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 Sacramento Job Corps Center, whereby the City is given the use of the Center's swimming pool in connection with its recreation program during the 1986 summer months.

MAYOR

ATTEST:

CITY CLERK

AGREEMENT FOR USE OF
SACRAMENTO JOB CORPS SWIMMING POOL
BY THE CITY OF SACRAMENTO, A MUNICIPAL CORPORATION

THIS AGREEMENT is made and entered into on _____
_____, by and between the CITY OF SACRAMENTO, a municipal
corporation, hereinafter referred to as CITY, and SACRAMENTO JOB CORPS
CENTER.

W I T N E S S E T H:

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

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

1. City is given the right to use the swimming pool, showers and
related facilities located at the Sacramento Job Corps Center including
the parking area adjacent thereto for the purpose of conducting
instructional and recreational swimming programs according to the
following schedule:

June 15 through August 21, 1987

Monday, Tuesday, Wednesday, Thursday and Friday

9:00 a.m.-11:30 a.m.; 1:00 p.m.-5:00 p.m.

City shall have the exclusive use of said facilities during said dates 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) Sacramento Job Corps Center will be responsible for the maintenance of the pool water, i.e. chemistry, filtration, back washing, and vacuuming the pool. (b) City will be responsible for cleaning the decks and bath house.

4. Sacramento Job Corps Center shall provide electricity, water, chemicals, and other supplies needed to maintain facility.

5. City will provide lifeguard service from 11:30 a.m. to 1:00 p.m., Tuesday and Thursday, for Job Corps participants.

6. City is entitled to retain all entrance fees to the pool.

7. City will include in its liability insurance program, the Sacramento Job Corps Center and the members of the governing board thereof as to operations conducted by the City upon the premises of the Sacramento Job Corps Center during the instructional and recreational swimming programs, and City shall indemnify and hold harmless Sacramento Job Corps Center from any and all liability incurred in the use of the facilities during the period City is conducting its instructional and recreational swimming programs.

8. 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 OF SACRAMENTO, a municipal
corporation

ATTEST:

City Clerk

APPROVED AS TO FORM:

Diane B Balta

DEPUTY CITY ATTORNEY

SACRAMENTO JOB CORPS CENTER

Wyleen Jennings

DEPARTMENT OF LABOR:

Donald A. Buchannon

Donald A. Buchannon, Regional Director