

RESOLUTION NO. 88-151

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIDGECREST APPROVING A CONTRACT BETWEEN SIERRA SANDS UNIFIED SCHOOL DISTRICT AND THE CITY OF RIDGECREST FOR USE OF THE SGT. JOHN PINNEY MEMORIAL POOL.

THE CITY COUNCIL OF THE CITY OF RIDGECREST RESOLVES that the attached contract be and the same is hereby approved. The City Administrator is hereby authorized to execute the contract.

APPROVED AND ADOPTED this 2nd day of November, 1988 by the following vote:

AYES: Mayor Mower, Councilmembers Bergens, Corlett, Condos and Lilly.
NOES: None.
ABSTAIN: None.
ABSENT: None.



Michael R. Mower, Mayor

ATTEST:



Joni E. Ridgway Acting City Clerk

AGREEMENT FOR POOL FACILITIES

THIS AGREEMENT, made and entered into this 2nd day of November, 1988, by and between the CITY OF RIDGECREST, a municipal corporation, herein called "City" and the SIERRA SANDS UNIFIED SCHOOL DISTRICT of Kern, Inyo and San Bernardino Counties, a public school district of the State of California, herein called "District",

WITNESSETH:

WHEREAS, District in the discharge of its educational functions, desires to provide a better physical educational program for the students of the District; and,

WHEREAS, City possesses and maintains a swimming pool and bathhouse known as the Sergeant John Pinney Memorial Pool which the City represents that it has the right and power to license to District, and which City is willing to permit District to use in the operation of District's physical education program, such use to be upon the terms hereinafter set forth; and,

WHEREAS, the swimming pool and bathhouse are situated upon the premises possessed by the City at 205 South Warner Street, Ridgecrest, County of Kern, State of California; and,

WHEREAS, District is willing to assume the duty of supervising the swimming pool and bathhouse during such times that District has possession and use thereof;

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN City and District as follows:

1. From February 1, 1989, to June 12, 1989, District shall have use of swimming pool and bathhouse each school day, and all facilities used in conjunction therewith, excepting and reserving the pump and filter room, the equipment rooms, and closets which shall remain under the exclusive possession, use, and control of the City.
2. In full consideration of this Agreement, District shall pay City the sum of Two Hundred-Fifty Dollars (\$250.00) per month to compensate City for pool cleaning expenses. City shall be responsible for cleaning pool on weekly basis. The first rental month will begin February 1989.
3. The City shall fill the pool with water upon ten (10) days' written notice from the District, and the City shall bear the cost of the water so used. The City shall operate the pumps, filtration system, and other equipment to heat and maintain pool during the term of this Agreement. The City shall be responsible to maintain at its own cost and expense the proper clarity, chemical content, bacteriological level, and pH factor as prescribed by the California Department of Public Health under the authority of Section 24102 of the Health and Safety Code in Title 17, Part 1, Chapter 5, Group 6 of the California Administrative Code as now enacted or in the future may be amended or suspended. The City shall conduct all tests of the pool and keep

all records required by the Department of Public Health. The District agrees to report any equipment failure that is within its knowledge to the City for corrective measures.

4. During the term of this Agreement, the District shall pay for all utilities supplied to the swimming pool, bathhouse and equipment room, including all water used to refill pool, excepting that water used for the initial filling of the pool; provided that until notice to fill the pool is given, the District shall not be liable for the charges made for standby three-phase electricity before it gives notice to fill the pool.

5. District shall provide all normal custodial care at the bathhouse for the term of the Agreement during District's use as herein provided. After the swimming pool is filled with water, the City shall also provide normal custodial care in the swimming pool area, that area around the pool enclosed by a fence, during District's use as herein provided. Normal custodial care of the swimming pool area consists of keeping the borders clean and ordinary vacuuming and skimming of the pool itself. City shall perform any needed cleaning of the pool necessitating the use of specialized equipment.

6. District agrees to use or permit use of the swimming pool only when there is present on the premises an employee of the District trained and otherwise competent to act as lifeguard and to supervise the use of the swimming pool.

7. The district shall at its own cost and expense, obtain and maintain during the life of this Agreement, public liability insurance covering District's use, operation, and control of the premises, and naming the City as an additional insured. Said public liability insurance policy shall have liability limits in an amount not less than the higher of (a) the liability limits of the public liability insurance covering the general operations of the District on this date, or (b) the liability limits of the public liability insurance policy covering City's ownership, use, operation, and possession of the licensed premises on this date. The District shall furnish to City a certificate of insurance or other writing confirming the existence of the above-mentioned insurance protection. If, and only if, the District's insurance carrier fails or refuses to defend the City and otherwise protect the City pursuant to the terms of such policy of insurance as to claims, settlements or judgements and for legal fees in connection therewith arising out of the District's use, operation and possession of the premises, the District shall reimburse the City for such sums as may actually be paid out by the City upon such claims, settlements or judgements, but not to exceed the higher policy limit specified above, provided that the District shall not indemnify the City for any death, injury or property damage caused or allowed by the City or its employees in the operation of the mechanical equipment used to fill the pool, circulate, heat, and filter the water or heat the bathhouse or caused or allowed by the City or its employees in the mixing or placing of any chemical in the pool water or the failure to mix or place any chemical in the pool, or for any death, personal injury or property damage arising out of structural defect in the swimming pool or bathhouse for any death, personal injury or property damage intentionally caused by the City or any of its employees.

Agreement for Pool Facilities

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During the term of this Agreement, District shall hold City harmless for any loss, damage, or injury to the District or any person or property on the licensed premises arising out of the use, operation, and control of the premises by the District under this Agreement, provided that any death, personal injury, or property damage caused or allowed by the City or its employees in the operation of the mechanical equipment used to fill the pool, circulate, heat, or filter the water or heat the bathhouse, or caused or allowed by the City or its employees in the mixing or placing of any chemicals in the pool water or the failure to mix or place any chemical in the pool, or any death, personal injury or property damage arising out of a structural defect in the swimming pool or bathhouse or any death, personal injury or property damage intentionally caused by the City or its employees shall not be deemed to have arisen out of the District's use, operation, or control of the premises under this Agreement.

8. Either party to this Agreement may terminate it upon giving the other party thirty (30) days' written notice of such termination.

9. Notices shall be sufficient hereunder if personally served upon the City Clerk of the City or the Superintendent of the District, or if sent by United States mail, postage prepaid, directed to the City addressed to:

City Clerk
City of Ridgecrest
139 Balsam Street
Ridgecrest, CA 93555

or directed to the Superintendent of the District addressed to:

Superintendent
Sierra Sands Unified School District
113 Felspar
Ridgecrest, CA 93555

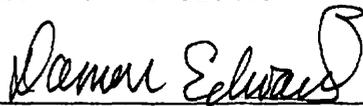
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the respective officers and agents thereunto duly authorized as of the day and year shown above first written.

APPROVED AS TO FORM



Wayne K. Lemieux, City Attorney

CITY OF RIDGECREST



Damon Edwards, City Administrator

APPROVED AS TO FORM
SCHOOLS LEGAL SERVICE

SIERRA SANDS UNIFIED SCHOOL DISTRICT

Superintendent