

RESOLUTION NO. 00-23

A RESOLUTION OF THE RIDGECREST CITY COUNCIL APPROVING AN AGREEMENT BETWEEN SIERRA SANDS UNIFIED SCHOOL DISTRICT AND THE CITY OF RIDGECREST FOR USE OF THE SERGEANT JOHN PINNEY MEMORIAL POOL

NOW, THEREFORE, THE RIDGECREST CITY COUNCIL HEREBY approves the attached agreement. The City Administrator is hereby authorized to execute the agreement.

APPROVED AND ADOPTED this 1st day of March, 2000 by the following vote:

AYES: Mayor Darnell, Council Members Carter, Holloway, Morgan, and Rollins

NOES: None

ABSENT: None

ABSTAIN: None


Donna Darnell, Mayor

ATTEST:



Harry Jensen
City Clerk

AGREEMENT FOR POOL FACILITIES

THIS AGREEMENT, made and entered into this 1st day of March, 2000, 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 March 1, 2000 to May 15, 2000 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 Three Hundred Dollars (\$300.00) per month to compensate City for the cost of cleaning pool on a weekly basis. The first rental month will begin March 2000.
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 used to heat and maintains 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 Health Services under the authority of Section 116050 of the Health and Safety code as enacted. The City shall conduct all tests of the pool and keep all records

4. required by the California department of Health Services. The district agrees to report any equipment failure that is within its knowledge to the City for corrective measures.
5. 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.
6. 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 as described as that area around the pool enclosed by 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 swimming the pool itself. City shall perform any needed cleaning of the pool which necessitates the use of specialized equipment.
7. 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.
8. The District shall at its own cost and expense, obtain and maintain during the life of this Agreement, public liability insurance covering the City as an additional insured. Said public liability insurance policy shall have liability in amount not less than the higher of (a) the liability limits of the public liability insurance covering the general operations of the District on the signed date of this agreement, 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 and naming the City as the additional insured. The certificate shall also affirm that the coverage or policy shall not be canceled or amended without at least 10 days written notice to the City.
8. During the term of this Agreement, District shall hold its, its officers, agents and employees harmless for any loss, damage, or injury to the district or any person or property on the licensed premises by the district under this Agreement, provided that any death, personal injury, or property damage caused or allowed by the City, its officers, agents, or its employees in the mixing or placing of any chemicals 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, its officers, agents, 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.

