Parks & Recreation Commission Agenda # VIB
January 11, 2012

Staff Report

JOINT POWERS AGREEMENT WITH THE SEQUOIA UNION HIGH SCHOOL DISTRICT FOR THE USE OF THE CARLMONT HIGH SCHOOL AQUATICS FACILITIES, AND THE CARLMONT HIGH SCHOOL PERFORMING ARTS CENTER AND STUDIO THEATER.

Honorable Chair and Commission Members:

Summary

In January 2010 the City of Belmont Parks & Recreation Department (Department) initiated discussion with the Sequoia Union High School District (District) to develop a long-term Joint Powers Agreement (Agreement) for the use of the Carlmont High School Aquatics Facility, and the Carlmont High School Performing Arts Center and Studio Theater. The Agreement would ensure facility availability and access for Department planning purposes, the facilitation of program budget development, ability to meet established marketing and publication deadlines, and the recruitment and employment of summer aquatics personnel. Staff recommends that the Parks and Recreation Commission review the Agreement with the District and provide a recommendation to City Council for their January 24th meeting.

Background

The Department has had an annual arrangement for over 25 years with the Sequoia Union High School District and Carlmont High School for the use of the Carlmont High School Aquatics Facilities to administer and operate a summer aquatics program.

In 2001, the District assigned responsibility for the rental of site specific high school facilities to the respective high school administration within the District. The Department has had an informal agreement with Carlmont High School to rent their aquatics facilities for the purpose of operating the summer aquatics program since 2001, which has continued through the summer of 2011.

In 2010, the City identified a need to create a long-term agreement with the District for the use of the Carlmont High School Aquatics Facilities, and the Carlmont High School Performing Arts Center and Studio Theater. The long-term agreement would ensure the City of facility availability for summer program planning purposes, facilitate program budget development, ability to meet established marketing and publication timelines, and the recruitment and employment of summer aquatics staff. Initial discussions for a long-term agreement between the City and District began in January 2010.

The summer aquatics program is offered for seven weeks during the Carlmont High School summer break period. The aquatics program offers group swim lessons, lap swim and recreational swim times on weekdays (M-F) from 10:00am – 5:00pm.The Department recruits, interviews, and hires qualified candidates for the Pool Manager, and Lifeguard/Swim Instructor classifications. The 2011 summer aquatics program provided water safety instruction for 538 children enrolled in group swim lessons, and over 1,800 children and adults participated in the recreation/lap swim programs.

In 2011 the City created an electronic survey to evaluate how the community views City recreation programs, facilities, and open space. Over 57% of the survey respondents identified a community swimming pool as a feature they would like to see included in a community recreation center, as there are no community swimming pools in Belmont.

At the August 3, 2011 Parks & Recreation Commission meeting staff provided an update on the Recreation Division, which included discussion of the summer aquatics program. The Commission identified the importance of continuing the operation of the summer swim program, as the benefits to the community were extremely significant. Specifically, the immeasurable value of teaching children water safety through swim lessons.

In 2009, Carlmont High School opened the new Performing Arts Center and Studio Theater. The 21,000 square foot facility provides an opportunity to showcase a variety of cultural arts events and educational activities for the community. The Performing Arts Center can accommodate seating for 500 attendees, and truly is a state-of-the-art facility. Currently, there is no agreement in place for the Department to use of the Performing Arts Center and Studio Theater.

The City dance program has experienced tremendous participation growth from January 2003 with only 11 students, to more than 350 students per season in 2011. Due to the increase in participation and expanded class offerings Teri Nash, Certified Dance Masters Instructor, created the Heartbeat Dance Academy in 2007, under the umbrella of the City. In 2009 she received a proclamation for "Outstanding Public Service" for the Heartbeat Dance Academy Program, which culminates with annual dance performances one weekend in June. The dance performances were originally held on the Notre Dame de Namur University (NDNU) campus until June 2009. The venue changed to the Carlmont Performing Arts Center and Studio Theater in June 2010.

Discussion

The District developed a uniform facility use fee schedule for their respective high school campus facilities based on their personnel, operations and maintenance costs. The City pays the District rental fees based on the established fee schedule, and offsets those costs through program registrations and admission fees.

The City does not have a community swimming pool facility or a performing arts center, and can only provide an opportunity for a swim program and dance performance venue during the summer season, through the use of District facilities at Carlmont High School.

The benefits of the Agreement are:

- Create a valuable community partnership between the City and the District.
- Provide water safety instruction for over 500 local children every summer through group swim lessons.
- Assure the availability and access to outstanding community facilities.
- Provide health, wellness and cultural arts opportunities for the community.
- Promote social gathering and create a sense of community for youth and adults.
- Provide positive campus exposure and experiences for parents and future students.
- Provide clear benchmarks for City program budget development.
- Provide summer employment opportunities.

There are inherent risks and potential liability exposure issues for the City associated with the operation of a summer aquatics program. In addition, the pool is an outdoor facility which poses some unique challenges as weather conditions can negatively impact program participation, and in turn revenue generation. However, the risks and liability exposure issues can be greatly reduced through the recruitment and hiring of certified aquatics personnel, responsible facility maintenance, and on-site supervision.

While there are private swim programs offered in surrounding communities, the fees charged for swim lessons can be cost prohibitive for many parents.

General Plan/Vision Statement

- *Our schools and libraries are the pride of our communities.*
- *We connect with each other in all kinds of gathering spaces.*
- *Our strong sense of community and enjoyment of the town's assets and activities deepen as we become better informed and connected.*

Fiscal Impact

The first year of the agreement requires a rental fee of $21,800 for the use of the Carlmont High School Aquatics Facilities, which will be increased annually by 1% over the term of the agreement. The rental fees will be offset by program registration and admission fees.

The first year of the agreement will require a rental fee of $5,455 for the use of the Performing Arts Center and Studio Theater, which will be increased annually by 1% over the term of the agreement. The rental fees will be offset by admission fees.

Facility	2013	2014	2015	2016	2017
Carlmont Aquatics Facility	$21,800	$22,018	$22,238	$22,460	$22,684
Carlmont Performing Arts Center and Studio Theater	$5,455	$5,506	$5,561	$5,617	$5,673

The City summer aquatics program revenue totals were $51,700 (2010) and $48,577 (2011), which offset facility rental costs, direct personnel costs, program supplies, and a percentage of indirect costs incurred.

The Heartbeat Dance Academy performances revenue totals were estimated at $13,000 (2010) and $14,400 (2011), which offset facility rental fees, instructor and staff costs, tech support costs, administrative support, and supplies and additional equipment costs. The Heartbeat Dance Academy will reimburse the City for the rental cost of the theatre.

Public Contact
Posting of City Council agenda.

Recommendation
Staff recommends that the Commission review the proposed agreement and provide a recommendation for City Council.

Alternatives
1. Take no action.
2. Refer back to staff for further information.
3. Deny approval.

Attachments
A. Agreement

Respectfully submitted,

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JOINT USE AGREEMENT
between
CITY OF BELMONT AND SEQUOIA UNION HIGH SCHOOL DISTRICT
for
CARLMONT HIGH SCHOOL POOL, PERFORMING ARTS CENTER AND STUDIO THEATER

This Joint Use Agreement ("Agreement") is entered into by and between the Sequoia Union High School District ("District") and the City of Belmont ("City"). City and District may collectively be referred to as the "parties".

RECITALS

Education Code Section 10900 encourages co-operation between cities and school districts in providing recreation opportunities to the communities that they serve, and to that end, Education Code Section 10905 authorizes cities and school districts to enter into joint use agreements for each other's facilities to provide programs of community recreation.

The District operates and maintains the Carlmont High School Pool, the Carlmont High School Performing Arts Center, and the Studio Theater (the "Facilities"). The City has successfully conducted community swimming programs at the Pool during the summer break periods over the past 25 years. Both the District and the City desire to continue and expand the joint use of the Facilities by the parties.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Use of the Facilities

The City shall be entitled to, and District shall provide the City, use of the Facilities in accordance with this Agreement in exchange for the payments described herein.

2. Scheduling of Use

(a) The City and District personnel shall meet two times per year, with those dates to be determined by those parties, to discuss and confirm the event scheduling of the Facilities. The process shall provide an opportunity for the City to identify specific uses and activities for the Facilities. The process also shall provide an opportunity for the District to identify any planned construction to the Facilities or grounds that would impact the use of said Facilities by the City.

(b) The City shall provide the District with specific dates and times needed for City use of:

(1) the Carlmont High School Pool by January 31, for that calendar year; and

(2) the Carlmont High School Performing Arts Center and Studio Theater by October 1, for the following calendar year.

(c) The District shall provide the City with scheduling confirmation and apprise the City of any conflicts with use of the Facilities on the dates and times requested within 3 weeks from the date of submittal.

In terms of the established time the City will be allowed to use the Facilities under this agreement:

- Carlmont High School Pool – The City will be scheduled to use the aquatics facility for a seven (7) week period during the designated summer break period, Monday through Friday, from 10am – 5pm.

- Carlmont High School Performing Arts Center and Studio Theater – The City will be scheduled to use both facilities for one weekend performance in the month of June, consisting of three (3) days (Th, F, Sat).

3. Priority of Use

The District shall have first priority use of the Facilities for District programs/activities. Subsequent to the District Facilities utilization needs for the District are scheduled, the City shall then have second priority of the Facilities use and the right of refusal against all interested outside parties who desire to use the Facilities. When the parties meet to determine scheduling pursuant to Section 2, they shall do so with the above-referenced priorities in mind.

Notwithstanding the foregoing, the City will have first priority to designate the seven weeks during the designated summer break period for use of the Carlmont High School Pool and shall confirm the requested dates by January 31 of the same calendar year.

The City will have first priority to designate the weekend dates in June consisting of three (3) days (Th, F, Sat) for use of the Carlmont High School Performing Arts Center and Studio Theater. The City shall confirm the requested dates no later than October 1 for use of the facilities for the following calendar year, or shall lose first priority of use

4. Fees Charged for Use of Facility

- Carlmont High School Pool - The City will be charged a rental rate of $21,800 for the first year of this agreement, which will be increased by 1% each year for the duration of this agreement. The fees will cover the use of the pool, showers and restrooms, one (1) office, one (1) storage area, and custodial service. The District will invoice the City in September for use of the Pool that year.

- Carlmont High School Performing Arts Center and Studio Theater – The City shall be charged a rental rate of $5,455 for the weekend dates, which will be increased

each year by 1% for the duration of this agreement. The fees cover the use of the Performing Arts Center and Studio Theater, all sound and lighting equipment needs, dance floor rolled and taped, and technical support. The City will provide a deposit equal to 10% of the payment after the City receives scheduling confirmation from the District. The District will invoice the City for the balance owed in May of the calendar year that the Center and Theater is used.

4. Operations and Maintenance

- Carlmont High School Pool - The District shall provide access to the aquatics facility (issue keys), access to showers and restrooms, access to parking; the District shall provide all maintenance of the pool, including pool heating (82 degrees), proper chemical levels and balances, stocking restroom facilities, landline/telephone in office, and custodial service for the facility.

- Carlmont High School Performing Arts Center and Studio Theater - The District shall provide technical support for the City lighting and sound needs including: tree lights, gobos, all standard stage lighting, all standard sound equipment, and dance floor rolled out and taped for City use of the Facility upon request by the City, access to the facility, access to restrooms, and access to parking.

5. Facility Security and Parking

The District has existing rules with respect to Facility security and parking. The City will inform its employees and program participants of these rules and will enforce compliance with same.

6. Hold Harmless and Defense

Each party shall indemnify, hold harmless, and defend the other party (including their officers, managers and members, agents and employees) from and against any and all claims (including all litigation, demands, damages, liabilities, costs, and expenses, and including court costs and attorney's fees) caused by that party's negligence or wrongful act or omission occurring in the performance of this agreement. Each party's indemnity and contribution obligation to the party shall be limited to its comparative fault in causing the damage or injury giving raise to the claim.

7. Term of Agreement

(a) This Agreement shall be in effect for five (5) years from the last date signed below, unless terminated sooner in accordance with subsection (b).

(b) Either party may terminate this Agreement by providing at least one-hundred eighty (180) days prior written notice to the other party..

(c) Both parties agree to meet at the end of the fourth year of the term of the agreement and shall agree to complete, extend, or terminate the Agreement.

Sequoia Union High School Board, President	Date
City of Belmont	Date