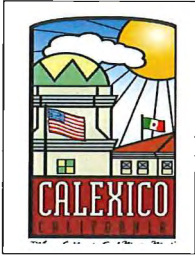


**AGENDA  
ITEM**


**18**



# AGENDA STAFF REPORT

**DATE:** June 1, 2022

**TO:** Mayor and City Council

**APPROVED BY:** Diego Favila, Interim City Manager 

**PREPARED BY:** Norma Gerardo, Recreation Manager

**SUBJECT:** Discussion and Direction on Summer Pool Program Options  
 =====

**Recommendation:**

Pending funding, staff recommends Council provide direction based on summer pool program options presented.

**Background:**

On or about May 14, 2014, the Calexico Unified School District and the City of Calexico entered into a Memorandum of Understanding for the design, planning, construction, and operation of the swimming pool facilities and related facilities on the Calexico High School campus, located at 1030 Encinas Avenue, Calexico, California 92231. The pool facilities were completed and are in use by the School District and the City.

The Calexico Unified School District and the City of Calexico, in the past, have collaborated and signed memorandums of understanding for the provision of successful summer pool programs.

At the meeting of May 18, 2022, City Council provided direction to staff to present options for a community pool program.

**Discussion & Analysis:**

Option 1

This option reflects a collaborative effort between the Calexico Unified School District and the City of Calexico, to share operating staff, instructors, and responsibilities for operating the pool facilities for this year's summer community pool program. Pending funding, the program could run from June 11, 2022 to August 20, 2022.

This option would provide for swimming lesson supplies, lifeguard uniforms, and appropriate lifeguard and water safety instruction certification courses for job candidates, a pool technician, pool maintenance, pool materials and pool office supplies. The program



would require one (1) Pool Manager, one (1) Pool Cashier, five (5) Water Safety Instructors, and six (6) Lifeguards.

Pending funding, this program could run for up to ten (10) weeks for a total of fifty-one (51) days with a total cost of \$60,336.57 to the City.

The program will provide the community:

From June 11 – July 23, 2022 (Six weeks / 30 days)

- (4) Hours of daily access to the pool
  - (3) Hours designated for Open Swim, Tuesdays - Thursdays
  - (4) Hours designated for Open Swim, Fridays and Saturdays
  - (1) Hour of Water Aerobics, Tuesdays – Thursdays
  - (2) Family Fridays (DJ entertainment, concession stand, pool toys)

From July 26 – August 20, 2022 (Four weeks / 20 days)

- (8) Hours of daily access to the pool
  - (4) Hours of Swimming Lessons, Tuesdays – Saturdays
  - (3) Hours designated for Open Swim, Tuesdays - Thursdays
  - (4) Hours designated for Open Swim, Fridays and Saturdays
  - (1) Hour of Water Aerobics, Tuesdays – Thursdays
  - (1) Family Fridays (DJ entertainment, concession stand, pool toys)

The residents of Calexico will have 400 hours of access to the pool for the total cost \$60,336.57.

## Option 2

In this option, the City manages and runs the program independently from the School District. The City will create job descriptions, advertise and hire qualified staff, and pay the School District for the maintenance of the pool.

The cost for the first week of program totals \$11,512.63 with each additional week at \$6,692.63. The estimated cost to run a ten-week program is \$74,600.

At this point, the availability of the pool is uncertain, for the School District might extend their summer school program. For this reason, and for planning purposes, this option reflects an evening schedule.

The program will provide the community:

From June 11 – July 23, 2022 (Six weeks / 30 days)

- (4) Hours of access to the pool
  - (1) Hour of Swimming Lessons, Tuesdays – Saturdays
  - (2) Hours designated for Open Swim, Tuesdays - Thursdays
  - (3) Hours designated for Open Swim, Fridays and Saturdays
  - (1) Hour of Water Aerobics, Tuesdays – Thursdays
  - (6) Family Fridays (DJ entertainment, concession stand, pool toys)

From July 26 – August 20, 2022 (Four weeks / 20 days)

(4) Hours of access to the pool

(1) Hour of Swimming Lessons, Tuesdays – Saturdays

(2) Hours designated for Open Swim, Tuesdays - Thursdays

(3) Hours designated for Open Swim, Fridays and Saturdays

(1) Hour of Water Aerobics, Tuesdays – Thursdays

(4) Family Fridays (DJ entertainment, concession stand, pool toys

The residents of Calexico will have 200 hours of access to the pool; estimated cost \$74,600.

Both options would require a joint use agreement between the Calexico Unified School District and the City of Calexico.

Both options would require some level of collaboration/assistance from the Calexico Unified School District.

**Fiscal Impact:**

To be determined by option selected and funds allocated to the program.

Option 1: Up to \$60,336.57

Option 2: Up to \$74,600

**Coordinated With:**

Human Resources Department.

Finance Department.

Calexico Unified School District.

**Attachment:**

1. Option 1.

2. Option 2.

# Summer Pool Program

## Option 1

## 2022 Summer Recreation Pool Program

### June 11 - July 23 (31 Days)

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
8am - 9am	Pool Restricted to Summer School & After School Programs						C l o s e d  F o r  C h e m i c a l s
9am - 10am							
10am - 11am							
11am - 12 pm							
12pm - 1pm							
1pm - 2pm							
2pm - 3pm							
3pm - 4pm							
5pm - 6pm	Pool Closed	Public Swim	Public Swim	Public Swim	Public Swim & Family Nights (2 Fridays)	Public Swim	
6pm-7pm		Water Aerobics	Water Aerobics	Water Aerobics			
7pm-8pm							
8pm-9pm							

### July 26 - August 20 (20 Days)

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY					
8am - 9am	P o o l  C l o s e d	Swimming Lessons	Swimming Lessons	Swimming Lessons	Swimming Lessons	Swimming Lessons	C l o s e d  F o r  C h e m i c a l s					
9am - 10am												
10am - 11am												
11am - 12 pm												
12pm - 1pm												
1pm - 2pm												
2pm - 3pm												
3pm - 4pm												
5pm - 6pm												
6pm-7pm								Public Swim	Public Swim	Public Swim	Public Swim & Family Nights (1 Friday)	Public Swim
7pm-8pm								Water Aerobics	Water Aerobics	Water Aerobics		
8pm-9pm												

## 2022 Summer Recreation Pool Program - Itemized Cost

CUSD Itemized Expenditures June 11 - July 23 (31 Days)				
Staff Wages 5-Hour Shifts:				
Position	#	Hourly Rate	Total Hours:	Total Expense:
Pool Manager	1	\$ 25.00	155	\$ 3,875.00
Pool Cashier	1	\$ 15.00	155	\$ 2,325.00
Lifeguard	6	\$ 20.00	155	\$ 18,600.00
Pool Tech	1	\$ 10.50	248	\$ 2,603.17
				<b>\$ 27,403.17</b>
Supplies/Materials/Services:				
Pool Parts & Supplies	31	\$ 17.67	Daily Rate	\$ 547.67
Maintenance & Repairs	31	\$ 17.33	Daily Rate	\$ 537.93
Pool Office Supplies	1	\$ 58.33	One-Time Expense	\$ 58.33
*Uniforms	10	\$ -	One-Time Expense	\$ -
				<b>\$ 1,143.33</b>
<b>Cost to City</b>				<b>\$ 28,546.51</b>

Itemized Expenditures July 26 - August 20 (20 Days)				
Staff Wages 1, 5-Hour Shift & 1, 4-Hour Shift				
Position	#	Hourly Rate	Total Hours:	Total Expense:
Pool Manager	1	\$ 25.00	200	\$ 5,000.00
Pool Cashier	1	\$ 15.00	80	\$ 1,200.00
Lifeguard	6	\$ 20.00	100	\$ 12,000.00
Lifeguard / Water Safety Instructor	5	\$ 21.00	80	\$ 8,400.00
Pool Tech	1	\$ 10.50	160	\$ 1,679.47
				<b>\$ 28,279.47</b>
Supplies/Materials/Services:				
Pool Parts & Supplies	20	\$ 17.67	Daily Rate	\$ 353.33
Maintenance & Repairs	20	\$ 17.33	Daily Rate	\$ 346.67
*Swimming Lessons Supplies	1	\$ -	One-Time Expense	\$ 400.00
				<b>\$ 1,100.00</b>
<b>Cost to City</b>				<b>\$ 29,379.47</b>
				<b>Total Both Sessions: \$ 57,925.97</b>

**NOTES**

*Expenditures in Italics are being split 3 ways (District Summer School, After School Program, Recreation F*

\* Fully paid by the District's After School Program

CITY Itemized Expenditures June 11 - July 23 (31 Days)				
Position	#	Hourly Rate	Total Hours:	Total Expense:
Water Aerobics Instructor	1	\$ 23.50	18	\$ 423.00
Rec Leader for Family Fridays (2 times)	1	\$ 21.30	8	\$ 170.40
				<b>\$ 593.40</b>
Supplies/Materials/Services:				
DJ Services for Family Fridays (2 times)	2	\$ 200.00		\$ 400.00
Concession Stand Supplies	2	\$ 150.00		\$ 300.00
Materials & Supplies for Family Fridays	1	\$ 400.00	One-Time Expense	\$ 400.00
				<b>\$ 1,100.00</b>
<b>Cost to City</b>				<b>\$ 1,693.40</b>

CITY Itemized Expenditures July 26 - August 20 (20 Days)				
Position	#	Hourly Rate	Total Hours:	Total Expense:
Water Aerobics Instructor	1	\$ 23.50	12	\$ 282.00
Rec Leader for Family Fridays (1 time)	1	\$ 21.30	4	\$ 85.20
				<b>\$ 367.20</b>
Supplies/Materials/Services:				
DJ Services for Family Fridays (1 time)	1	\$ 200.00		\$ 200.00
Concession Stand Supplies	1	\$ 150.00		\$ 150.00
				<b>\$ 350.00</b>
<b>Cost to City</b>				<b>\$ 717.20</b>
				<b>Total Both Sessions: \$ 2,410.60</b>

**Combined Total - Both Sessions: \$ 60,336.57**

# Summer Pool Program

## Option 2





**2022 Recreation Summer Pool Program - Itemized Cost**

One Week								\$ 11,512.63
CITY								
Description	Hrly rate	Days	Total Hrs.	Total Earnings	# of staff	Salaries + Benefits	Total Cost	
Pool Manager	\$ 23.78	5	25	\$ 594.50	1	\$ 67.73	\$ 662.23	
Lifeguards/Water Safety Instructor	\$ 22.08	5	4	\$ 176.64	2	\$ 89.20	\$ 265.84	
Lifeguards	\$ 20.50	5	25	\$ 3,075.00	6	\$ 382.16	\$ 3,457.16	
Pool Assistant	\$ 15.30	5	25	\$ 382.50	1	\$ 56.95	\$ 439.45	
Water Aerobics Instructor (Tue-Thu)	\$ 23.50	3	3	\$ 70.50	1		\$ 70.50	
Recreation Leader for Family Fridays (4 hrs)	\$ 21.30	1	4	\$ 85.20	1		\$ 85.20	
Water/cooling station for staff	\$ 50.00	1		\$ 50.00			\$ 50.00	
DJ Services for Family Fridays	\$ 150.00	1		\$ 150.00			\$ 150.00	
Supplies for Family Fridays Consession Stand	\$ 200.00	1		\$ 200.00			\$ 200.00	
* Certification Reimbursement	\$ 300.00		One time expense		8		\$ 2,400.00	
Uniforms	\$ 65.00		One time expense		8		\$ 520.00	
Swimming Lessons Supplies	\$ 400.00		One time expense				\$ 400.00	
First Aid Supplies	\$ 300.00		One time expense				\$ 300.00	
Supplies for Family Fridays	\$ 400.00		One time expense				\$ 400.00	
Medical Screening	\$ 100.00		One time expense	\$ 800.00	8		\$ 800.00	
							\$ 10,200.38	
CUSD								
* Staff: Pool Tech	\$ 31.49	5	25	\$ 787.25			\$ 787.25	
* Pool Parts & Supplies	\$ 53.00	5	Daily Rate				\$ 265.00	
* Maintenance & Repairs	\$ 52.00	5	Daily Rate				\$ 260.00	
							\$ 1,312.25	
							\$ 11,512.63	
Additional Weeks	\$ 6,692.63							
\$18,600 Budget = 2 weeks								
\$25,600 Budget = 3 weeks								
\$32,600 Budget = 4 weeks								
\$39,600 Budget = 5 weeks								
\$46,600 Budget = 6 weeks								
\$53,600 Budget = 7 weeks								
\$60,600 Budget = 8 weeks								
\$67,600 Budget = 9 weeks								
\$74,600 Budget = 10 weeks								

\* Provided CUSD assists

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CALEXICO UNIFIED SCHOOL DISTRICT  
AND THE CITY OF CALEXICO**

This Memorandum of Understanding ("MOU") is entered into this 28 day of June, 2018 ("Effective Date"), by and between the CALEXICO UNIFIED SCHOOL DISTRICT ("DISTRICT") and the CITY OF CALEXICO ("CITY"), sometimes collectively referred to as the Parties.

**RECITALS**

WHEREAS, on or about May 14, 2014, DISTRICT and CITY entered into a Memorandum of Understanding for the design, planning, construction, and operation of the fitnessming pool facilities and related facilities on the Calexico High School campus, located at 1030 Encinas Avenue, Calexico, California 92231 ("Pool Facilities");

WHEREAS, the Pool Facilities have been completed and in use by the DISTRICT and CITY;

WHEREAS, the CITY and its affiliates have had access to the Pool Facilities to offer CITY-sponsored summer fitness programs, and the community at large, beyond DISTRICT teams or CITY-related programs, and have had some additional access to the Pool Facilities during the summer months;

WHEREAS, the DISTRICT and CITY wish to continue to offer CITY-sponsored summer fitness program and allow public access to the Pool Facilities during July and August 2018;

WHEREAS, the DISTRICT and CITY have agreed to share certain costs and responsibilities for operating the Pool Facilities during July and August 2018 to allow for CITY-sponsored summer fitness program and public access to the Pool Facilities;

NOW THEREFORE, DISTRICT and CITY agree as follows:

1. **Effective Date.** As of the Effective Date, the above recitals are true and correct and are hereby incorporated as if set forth below.
2. **Summer Schedule.** DISTRICT and CITY have agreed upon an 8-week summer schedule for CITY-sponsored summer fitness programs and public access to the Pool Facilities. It is anticipated that the 8-week summer schedule will begin on July 2, 2018, and end on August 24, 2018. A copy of the agreed-upon scheduled is attached as Exhibit A.
3. **CITY Responsibilities.** The CITY will be responsible, including any and all costs, for the following:
  - A. **Registration for the CITY-sponsored summer fitness program.**

- B. Hiring of the instructors for the CITY-sponsored summer fitness program.
- C. Monitoring of the instructors and CITY-sponsored summer fitness program.
- D. Advertising for the CITY-sponsored summer fitness programs.
- E. The CITY's liaison for the summer fitness program is Sandra Tauler, who's telephone number is (760) 768-2170.

4. **DISTRICT Responsibilities.** The DISTRICT will be responsible, including any and all costs, for the following:

- A. Providing access to the Pool Facilities for the CITY-sponsored summer fitness program and public access in accordance with the agreed-upon schedule. (See Exhibit A.)
- B. Maintenance of the Pool Facilities.
- C. Hiring lifeguards, pool cashier, and pool manager. It is anticipated that the DISTRICT will hire 7 lifeguards from July to August 2018 for the CITY-sponsored summer fitness program and public access in accordance with the agreed-upon schedule.
- D. Collection of entrance fees. The DISTRICT is to keep all entrance fees collected.
- E. The DISTRICT's contact person for this MOU is Carolina Rodriguez, who's telephone number is (760) 768-3888.

5. **Insurance.** CITY agrees to provide insurance with the following limits during the CITY-sponsored summer fitness program:

- A. General liability insurance with a minimum coverage of \$1,000,000.00, with the DISTRICT named as an additional insured.
- B. Worker's Compensation insurance for any CITY employees who either instruct or monitor the CITY-sponsored summer fitness program on DISTRICT property.

6. **Miscellaneous.**

- A. Execution in Counterparts. This MOU may be executed in any number of separate counterparts, of which so executed shall be deemed an original, and such counterparts shall together constitute one and the same MOU.
- B. Entire Agreement, Waivers and Amendments. This MOU and any written agreement entered into by the Parties with respect to the PROJECT

identified herein, incorporate all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations and previous agreements between the Parties with respect to all or part of the subject matter thereof. All waivers of the provisions of this MOU must be in writing and signed by the appropriate authorities of the party to be charged. Any amendment or modification to this MOU must be in writing and executed by each party.

IN WITNESS WHEREOF, this MOU has been executed as of the Effective Date.

CITY OF CALEXICO

CALEXICO UNIFIED SCHOOL DISTRICT

By:   
\_\_\_\_\_

By:   
\_\_\_\_\_

**MEMORANDUM OF UNDERSTANDING  
CALEXICO POOL FACILITIES PROJECT**

This Memorandum of Understanding ("MOU") is entered into this 13<sup>th</sup> day of November 2014 ("Effective Date"), by and between the CALEXICO UNIFIED SCHOOL DISTRICT ("DISTRICT") and the CITY OF CALEXICO ("CITY"), sometimes collectively referred to as the Parties.

**RECITALS**

- A. WHEREAS, DISTRICT and CITY wish to jointly proceed with the design, planning and construction, and operation of swimming pool facility and related facilities ("PROJECT") on DISTRICT property, located on the Calexico High School campus, 1030 Encinas Ave., Calexico, CA 92231, pursuant to Education Code section 10900, et seq. and Government Code section 6500 et seq, upon agreed terms.
- B. WHEREAS, the California State FY2014-2015 Budget contains an appropriation of \$2,717,000 "for local assistance, Department of Parks and Recreation, payable from the Safe Neighborhood Parks, Clean Water, Clean Air and Coastal Protection Bond Fund...for the design, planning and construction of recreational pool facilities within the Calexico Unified School District"
- C. WHEREAS, DISTRICT will apply for a \$2,717,000 Local Assistance Specified Grant with the California Department of Parks and Recreation for partial funding of the PROJECT.
- D. WHEREAS, DISTRICT and CITY will share the remainder of the agreed upon costs for the PROJECT.
- E. WHEREAS, DISTRICT and CITY will enter into a separate Joint Exercise of Power Agreement for the operation and maintenance of the pool and related facilities.
- F. WHEREAS, the Parties wish to proceed with the Joint Exercise of Power Agreement based on the following receipt of the Local Assistant Specified Grant for the PROJECT, DISTRICT Governing Board approval, and City Council approval.

**NOW THEREFORE**, DISTRICT and CITY agree as follows:

1. **Effective Date.** As of the Effective Date, the above recitals are true and correct and are hereby incorporated as if set forth below.
2. **Calexico Pool Facilities Project.** The PROJECT will consist of a new competition swimming pool, new recreation and wading pool, new shower and locker building and a multi-purpose recreation building.

3. **PROJECT Administration Funding and Construction.**

(a) **Project Funding.** The Parties anticipate that the PROJECT will be funded as follows:

SOURCE	AMOUNT
State Local Assistance Specified Grant	\$2,717,000.00
Calexico USD – FEMA	\$ 400,000.00
Calexico USD RDA 2011 Bond	\$1,441,398.00
City of Calexico Measure H	\$1,000,000.00
City of Calexico Measure H Bond	\$2,000,000.00
<b>TOTAL</b>	<b>\$7,558,398.00</b>

(b) **Local Assistance Specified Grant.** DISTRICT, with CITY's assistance, shall prepare and submit the application for the Local Assistance Specified Grant with Office of Grants and Local Services, California Department of Parks and Recreation. The current estimate of the grant is \$2,717,000.00.

(c) **CEQA.** CITY has completed all CEQA requirements and filed environmental document with the County of Imperial.

(d) **Design of the Project.** DISTRICT has contracted with Sanders, Inc. and completed the design of the PROJECT and has obtained approval from the governmental entities with jurisdiction over the PROJECT, including but not limited to the Division of State Architect.

(e) **Project Schedule.** CITY AND DISTRICT will use their very best efforts to expeditiously complete the project.

(f) **Project Construction.** DISTRICT will prepare bid documents and advertise the project in accordance with Public Contract Code section 20112. Bids will be evaluated by the DISTRICT in consultation with the CITY to agree on a recommendation for award of the project. After consulting with the CITY, DISTRICT shall award the project in accordance with Public Contract Code section 20111(b). CITY may seek Council approval for the recommendation to the DISTRICT for award of the project. DISTRICT will select with CITY approval a PROJECT MANAGER. PROJECT inspections shall be performed in compliance with 24 CCR section 4-333, which requires continuous inspections by a DSA certified inspector ("Project Inspector"). CITY shall have the right to provide reasonable inspections on the project, but acknowledges that the Division of State Architect is the entity with jurisdiction over this project and any concerns regarding the work on the project by the CITY shall be coordinated through the DISTRICT, the Architect of Record, and the Inspector of Record. CITY AND DISTRICT shall approve all invoices.

(g) **Billing.** The Parties agree that the Local Assistance Specified Grant monies shall be used first to pay for the agreed upon costs of the PROJECT, whether expended by the DISTRICT or the CITY. DISTRICT shall be responsible for submitting the requests for payments under the grant to the state. After all grant monies have been exhausted, the Parties agree that all agreed upon costs of the PROJECT shall be split evenly between the DISTRICT and the CITY. DISTRICT shall notify the CITY of its monthly share of the agreed upon costs of the PROJECT and CITY will reimburse DISTRICT within 30 days of receipt of such notification.

4. **Cooperation.** The Parties acknowledge that it may be necessary to execute documents other than those specifically referred to herein in order to accomplish the objectives and requirements that are set forth in this MOU. Both Parties agree to cooperate with each other in executing such other documents or taking such other actions as may be reasonably necessary to complete this transaction in accordance with the intent of the Parties as evidenced in this MOU. The City Manager and School Superintendent are hereby authorized to take all reasonable actions necessary to implement this MOU and complete the PROJECT.

5. **Miscellaneous.**

a) Execution in Counterparts. This MOU may be executed in any number of separate counterparts, of which so executed shall be deemed an original, and such counterparts shall together constitute one and the same MOU.

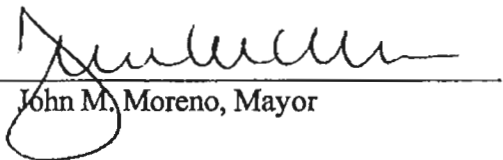
b) Entire Agreement, Waivers and Amendments. This MOU and any written agreement entered into by the Parties with respect to the PROJECT identified herein, incorporate all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations and previous agreements between the Parties with respect to all or part of the subject matter thereof. All waivers of the provisions of this MOU must be in writing and signed by the appropriate authorities of the party to be charged. Any amendment or modification to this MOU must be in writing and executed by each party.

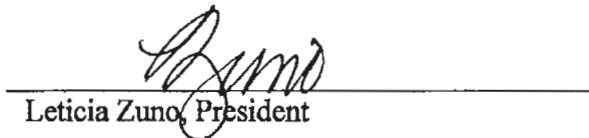
c) Non-Binding. The Parties acknowledge that this MOU is not intended nor shall be interpreted as a binding commitment by either Party, but rather shall be used in relation to further negotiations of the various documents described herein, and that the Parties shall make binding commitments only by way of execution of the various documents described herein.

**IN WITNESS WHEREOF**, this MOU has been executed as of the Effective Date.

CITY OF CALEXICO

CALEXICO UNIFIED SCHOOL DISTRICT

  
John M. Moreno, Mayor

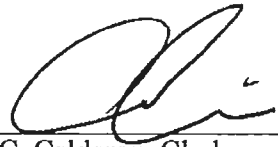
  
Leticia Zuno, President



ATTEST:

  
\_\_\_\_\_  
Gabriela T. Garcia, City Clerk

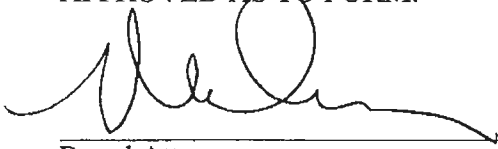
ATTEST:

  
\_\_\_\_\_  
Ciro C. Calderon, Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Jennifer Lyon, City Attorney

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Board Attorney