



Dr. Kirk Nicholas
Superintendent

Governing Board Members
Mr. David Pombo, President – Ms. Sharon Lampel, Clerk
Mr. Matthew D. Balzarini – Mr. Colin Clements – Ms. Anne Goodrich

Special Meeting Agenda

District Office – Board Room
111 S. De Anza Blvd., Mountain House, CA 95391
June 18, 2018
6:30 P.M. – Special Meeting

- I. Call to order at _____ P.M.
- II. Pledge of Allegiance – Mr. David Pombo, Board President
- III. Roll Call: Matthew Balzarini ____; Colin Clements ____; Anne Goodrich ____; Sharon Lampel ____; David Pombo ____; Student Board Member: Simran Gunsi ____.

IV. Approval and/or Corrections to the Agenda:
 MOTION BY: _____; SECOND BY: _____; AYES: _____; NOES: _____; ABSENT: _____.

V. Receiving of Public Comments: (The Board shall give members of the public an opportunity to address the Board either before or during the Board’s consideration of each agenda item (Gove. Code Section 54954.3). At a time so designated on the agenda, members of the public also may bring before the Board, matters that are not listed on the agenda of a regular meeting. The Board may refer such a matter to the Superintendent of or designee or take it under advisement, but shall not take action at that time. The Board may place the matter on the agenda of a subsequent meeting for discussion or action. Presentations by the public shall be held to a reasonable length, normally not to exceed three (3) minutes).

- VI. Action Items:
 - A. Consider/Approval to Adjourn from Regular Session and Open Public Hearing for Input on:
 - 1. 2018-2019 Local Control Accountability Plan (LCAP)
 - 2. 2018-2019 Budget

MOTION BY: _____; SECOND BY: _____; AYES: _____; NOES: _____; ABSENT: _____.

<p>PUBLIC HEARING</p> <p>1. 2018-2019 Local Control Accountability Plan (LCAP)</p> <p>2. 2018-2019 Budget – Including a Review of Reserves in Compliance with EC 42127(a)(2)(B)</p>
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- B. Consider/Approval to Close the Public Hearings and Resume Regular Session.
 MOTION BY: _____; SECOND BY: _____; AYES: _____; NOES: _____; ABSENT: _____.

- C. Consider/Approval to Authorize the Superintendent to Finalize an Agreement with the Mountain House Community Services District for a Summer 2018 Swim Program at Mountain House High School Including a Waiver of Established LUSD Facility Use Fees..... P. 2
 MOTION BY: _____; SECOND BY: _____; AYES: _____; NOES: _____; ABSENT: _____.

VII. Adjournment of the Special Meeting of the Lammersville Unified School District, June 18, 2018 at _____ P.M. MOTION BY: _____; SECOND BY: _____; AYES: _____; NOES: _____; ABSENT: _____.

AMERICAN WITH DISABILITIES COMPLIANCE NOTICE: In compliance with the Americans with Disabilities Act, those requiring special assistance to access the Board of Trustees meeting room, to access written documents being discussed at the Board meeting, or to otherwise participate at Board meetings, please contact Mrs. Noel Balzarini at (209) 836-7400. Notification at least 48 hours prior to the meeting will enable the District to make reasonable arrangements to ensure accessibility to the Board meeting and to provide any required accommodation, auxiliary aids or services. DOCUMENT AVAILABILITY: Documents provided to a majority of the Governing Board regarding an open session item on this agenda, including documents distributed to the Board less than 72 hours in advance of a board meeting are available for public inspection at the front desk of the District offices located at 111 S. De Anza Blvd., Mountain House, CA 95391 during normal business hours.



Dr. Kirk Nicholas
Superintendent

LAMMERVILLE
Unified School District

Governing Board Members
Mr. David Pombo, President – Ms. Sharon Lampel, Clerk
Mr. Matthew D. Balzarini – Mr. Colin Clements – Ms. Anne Goodrich

Date: June 18, 2018

To: Governing Board

From: Thorsten Harrison, Associate Superintendent

Re: Action Item C. – Authorize the Superintendent to Finalize an Agreement with the Mountain House Community Services District for a Summer 2018 Swim Program at Mountain House High School Including a Waiver of Established LUSD Facility Use Fees

Background:

Mountain House Community Services District (MHCS D) has requested the use of the Mountain House High School (MHHS) Aquatic Center to deliver a summer swim program for the Mountain House community. MHCS D has requested a reduction and/or waiver of facility use fees to deliver a summer swim program for the summer of 2018.

Action Required:

Recommend to Authorize the Superintendent to Finalize an Agreement with the Mountain House Community Services District for a Summer 2018 Swim Program at Mountain House High School Including a Waiver of Established LUSD Facility Use Fees.

Department:

Administrative Services

Discussion:

The MHCS D has requested reduced and waived fees to run a summer swim program during the months of June and July of 2018. The request is to waive the \$50 per hour fee for the Aquatic Center use for Youth Groups/Governmental Agencies and the \$30.93 per hour (2 hours per day) for restroom use. MHCS D will pay \$30.93 per hour (2 hours per day) for opening and closing of the pool facility. MHCS D will provide certified lifeguards at a minimum of 3 during the summer swim program hours. MHCS D will also provide daily oversight of the swim program by a recreation assistant or other responsible adult. For the summer swim program, MHCS D is to provide \$2.5 million in liability insurance per occurrence and a certificate of insurance naming LUSD as additionally insured. The MHCS D will follow the LUSD Facilities Use Handbook Aquatic Center Use guidelines for behavior, dress code, and food.

Financial Impact:

The estimated financial impact of potential lost fees to the District is:

MHCS D facilitated summer swim program from June 25, 2018 to July 31, 2018, excluding July 4th, or 31 days, for up to 8 hours per day.

Pool Use Fee: \$50/hour @ 8 hours for 31 days \$12,400 <waived>

Custodial Fee (Restroom use): \$30.93/hour @ 2 hours for 31 days \$1,918 <waived>

Total Fiscal Impact - \$14,318

Supporting Documents:

Agreement Between the Lammersville Unified School District and Mountain House Community Services District for Use of School Recreation Facilities

**AGREEMENT BETWEEN THE LAMMERSVILLE UNIFIED SCHOOL
DISTRICT (“LUSD”) AND MOUNTAIN HOUSE COMMUNITY SERVICES
DISTRICT, (“MOUNTAIN HOUSE”)
FOR USE OF SCHOOL RECREATION FACILITIES**

RECITALS

WHEREAS, the Community Recreation Act (California Education Code sections 10900 through 10914.5) authorizes school districts and public districts to organize, promote, and conduct community recreation programs and activities to promote the health and general welfare of the community; and

WHEREAS, LUSD is the owner of real property in Mountain House, including facilities and Pool Facilities that are capable of being used by Mountain House for community recreational purposes; and

WHEREAS, under appropriate circumstances, these publicly held lands and facilities should be used most efficiently to maximize use and increase recreational opportunities for the community; and

WHEREAS, California Education Code section 10905 authorizes governing bodies to enter into agreements with each other to promote the health and general welfare of the community and to enhance the recreational opportunities afforded to the community;

NOW, THEREFORE, LUSD and Mountain House agree to cooperate with each other as follows:

1. Term

This Agreement will begin on June 25, 2018 and will continue until July 31, 2018, unless sooner terminated by mutual written agreement of the parties.

2. Effective Date

This Agreement shall be effective as of the date set forth above the signatures of the parties below.

3. Facilities Covered

Pool Facilities

The term “**Pool Facilities**” will be used for purposes of this Agreement to mean the designated pool and immediately adjacent pool facilities all located at Mountain House High School, 1090 South Central Parkway, Mountain House, California 95391. The terms of this Agreement will apply to the Pool Facilities Areas owned by LUSD as identified on **Attachment A** to this Agreement. LUSD and Mountain House shall have the right to add or exclude Pool Facilities during the term of this Agreement, provide that any such change shall be in writing and approved by both LUSD and Mountain House.

4. Permitted Uses of the Pool Facilities

A. Mountain House Access to Pool Facilities

Mountain House shall be entitled to access the Pool Facilities to open them for use by the community in accordance with the following schedule (the “**Public Access Hours**”):

Expected days of operation: Monday, June 25, 2018 through Tuesday, July 31, 2018 (with the exception of Wednesday, July 4); Monday through Saturday. Program hours will depend on availability of lifeguards. The expected hours of operation during this period are as follows:

- 10:00 a.m. – 12:00 p.m. – Swim lessons, adult lap swimming, or water aerobics classes
- 12:00 p.m. – 6:00 p.m. – Open swim

B. LUSD Access to Pool Facilities

Except for access and use by Mountain House and the community during the Public Access Hours and such reasonable additional time necessary for Mountain House personnel to open and close the Pool Facilities, LUSD shall be entitled to the exclusive use of the Pool Facilities for public school and school-related educational and recreational activities.

C. Parking Facilities

During Public Access Hours and such time as needed by Mountain House personnel to access the Pool Facilities, LUSD shall make available for public parking the parking facilities listed in **Attachment B** to this Agreement.

5. Compliance With Law

All use of LUSD property shall be in accordance with state and local law. In the case of a conflict between the terms of this Agreement and the requirements of state law, the state law shall govern. Any actions taken by LUSD or Mountain House that are required by state law, but are inconsistent with the terms of this Agreement shall not be construed to be a breach or default of this Agreement.

6. Obligations of Mountain House

A. Designation of Employee

Mountain House shall designate an employee with whom LUSD, or any authorized agent of LUSD, may confer regarding the terms of this Agreement.

B. High School Pool Rules.

Mountain House will follow and enforce the High School Pool rules as listed in the Facility Use Rental Policy Handbook (pp 10 and 11), with the exception of the requirement of one lifeguard for every 25 swimmers and the Swimwear Policy as described in Addendum – II of the Handbook.

C. Access and Security

Mountain House shall provide the personnel necessary to open and close the Pool Facilities before, during, and after Public Access Hours.

D. Inspection and Notification

Mountain House personnel shall inspect the Pool Facilities to ensure that the site is returned in the condition they were received, normal wear and tear excepted and subject to the maintenance obligations of LUSD. Mountain House personnel shall ensure that LUSD is notified within two (2) business days in the event that the Pool Facilities suffer damage during Public Access Hours.

E. Staffing

Mountain House shall provide a minimum of three (3) lifeguards plus one (1) Recreation Assistant. Lifeguard coverage will be monitored and evaluated based on pool usage. The Recreation Assistant will be at least 21 years of age. Mountain House will hire lifeguards and Recreation Assistant. All personnel will be subject to fingerprinting and drug testing prior to their date of hire.

E. Custodial

Mountain House will pay for 2 hours of custodial service each day of operation at an approximate rate of \$31.00 per hour. Mountain House shall encourage community users to dispose of trash in the trash receptacles.

7. Obligations of LUSD

A. Designation of Employee

LUSD shall designate an employee with whom Mountain House, or any authorized agent of Mountain House, may confer regarding the terms of this Agreement.

B. Access and Security

LUSD shall provide access to the Pool Facilities. LUSD will provide the appropriate keys, security cards, and training as needed to Mountain House employee(s) responsible for opening and closing the Pool Facilities during Public Access Hours.

C. Inspection and Notification

LUSD may inspect the Pool Facilities from time to time and report any damage to Mountain House's designated employee within two (2) business days after such inspection. Such notification shall consist of sending written notification by email to Mountain House's designated employee identifying the Pool Facilities, date of detection, name of inspector, description of damage, and estimated or fixed costs of repair or property placement.

D. Equipment

LUSD shall provide WiFi access to the Pool Facilities area and shall also provide the following equipment:

- 2 lifeguard towers
- 3 life preservers
- 2 poles with body hooks.

E. Custodial

LUSD shall make its trash receptacles available for the Pool Facilities during Public Access Hours. If there is a significant increase in trash volume, LUSD shall notify Mountain House's designated employee so that Mountain House may provide custodial services necessary to keep Pool Facilities in a neat, orderly, and sanitary condition at all times during the Public Access Hours.

F. Toilet Facilities

LUSD shall make restroom facilities available during Public Access Hours. LUSD shall maintain these restroom facilities in sanitary condition.

8. Maintenance

LUSD shall perform normal maintenance of the Pool Facilities, including without limitation, maintenance of water sanitation, subject to normal wear and tear. LUSD shall notify Mountain House of any known change in the condition of the Pool Facilities.

9. Fees

A. LUSD agrees to waive any pool usage fee (normally \$50.00 per hour) that it generally charges for a summer swim program.

B. Mountain House will retain all fees paid by program participants.

11. Liability and Indemnification

A. Mountain House shall defend, indemnify, and hold LUSD, its officers, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees or claims for injury or damages, arising out of the performance of this Agreement or the use of the Pool Facilities and parking lot by the community as set forth herein, except to the extent such liability, loss, expense, attorneys' fees, or claims for injury are caused by or result from the negligent or intentional acts or omissions of LUSD, its officers, agents or employees.

B. LUSD shall defend, indemnify, and hold Mountain House, its officers, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees or claims for injury or damages, arising out of the performance of this Agreement or the use of the Pool Facilities and parking lot by the community as set forth herein, except to the extent such liability, loss, expense, attorneys' fees, or claims

for injury are caused by or result from the negligent or intentional acts or omissions of Mountain House, its officers, agents or employees.

12. Insurance

Mountain House agrees to provide the following insurance in connection with this Agreement:

- A. Commercial General Liability for bodily injury and property damage, including Personal Injury and Blanket Contractual, with limits of \$2,500,000 per occurrence and \$2,500,000 in the aggregate. LUSD shall be named as an additional insured.
- B. Workers' compensation coverage as required by California law.
- C. Mountain House shall provide to LUSD a certificate of insurance showing proof of the above coverage. In the event Mountain House is self-insured for the above coverage, it shall provide a letter stating its agreement to provide coverage for any claims resulting from its negligence in connection with the Pool Facilities in the above amounts.

14. Entire Agreement

This Agreement constitutes the entire understanding between the parties with respect to the subject matter and supersedes any prior negotiations, representations, agreements, and understandings.

15. Amendments

This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement.

Dated and Effective as of June ____, 2018.

LUSD:

LAMMERSVILLE UNIFIED SCHOOL DISTRICT

By: _____
Name:
Title:

MOUNTAIN HOUSE:

MOUNTAIN HOUSE COMMUNITY SERVICES DISTRICT, a political subdivision of the State of California

By: _____
Edwin R. Pattison
General Manager

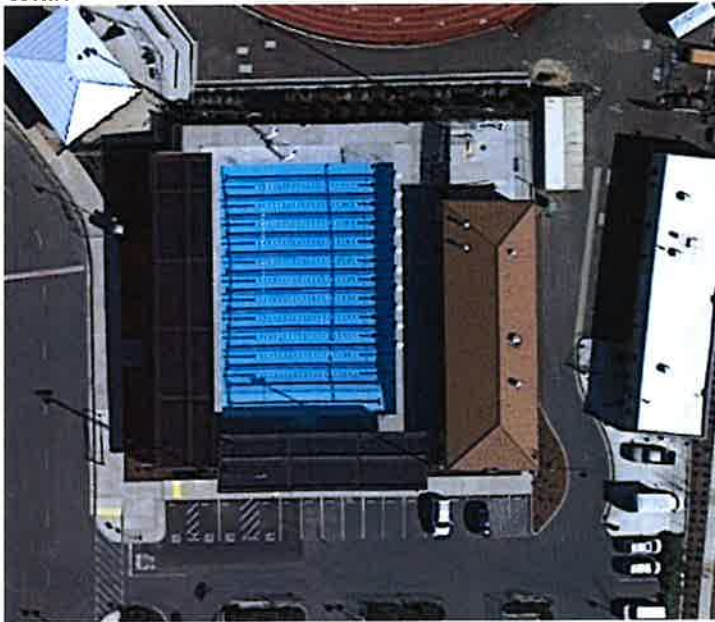
Approved as to Form:

Approved as to Form:

Counsel

Daniel J. Schroeder
District Counsel

Attachment A



Attachment B

