

**CONTRACT NAME: CO-SPONSORED AQUATIC FACILITY USE AGREEMENT
BETWEEN CITY OF DAVIS AND DAVIS JOINT UNIFIED SCHOOL DISTRICT**

BRIEF DESCRIPTION OF CONTRACT: This is an amended and renewed agreement between the City of Davis and DJUSD for aquatic facility use. The Davis Senior High School Swim and Water Polo teams use Arroyo Pool for practices, games and swim meets.

The term of this agreement is for three years, commencing June 20, 2019. There is no cost for the term of this agreement for this use.

CO-SPONSORED AQUATIC FACILITY USE AGREEMENT

THIS AMENDED AND RENEWED AGREEMENT (“Agreement”) is entered into this 9th day of April, 2019 by and between the CITY OF DAVIS, a municipal corporation ("City") and Davis Joint Unified School District, a co-sponsored aquatic facility user group ("Aquatic Organization ”), who agree as follows:

RECITALS

A. The City of Davis and the Aquatic Organization entered into a Co-sponsored Aquatics Facility Use Agreement in March 2011 and 2016. The parties now wish to renew and extend this agreement, as stated herein.

B. The Aquatic Organization desires to enter into this Agreement to provide for the non-exclusive access to and use of the City of Davis Aquatic Facilities, more particularly described in **Exhibit A** attached hereto, for purposes of providing swimming pool activities for its members and participants.

C. The Aquatic Council is defined as a group that includes representative(s) from the Davis Aquatic Masters, Davis Aquadarts, Davis AquaMonsters, Davis Aquastarz, Davis Water Polo Club, Davis Senior High School, and the City of Davis. The Aquatic Council meets three times a year to discuss aquatic facility issues/concerns, scheduled hours of use and the necessary development of policies and recommendations to support the needs of the aquatic groups and the City.

D. The City Expectations Chart, attached herein as **Exhibit B**, describes the standards, which shall be met by the Aquatic Organization in satisfying several of its obligations pursuant to this Agreement. The terms and conditions contained in **Exhibit B**, are hereby incorporated into this Agreement by reference.

E. This Agreement was authorized by the City of Davis City Council ("City Council") by Resolutions 08-114, 08-182, 11-028 and 16-052, which is incorporated into this Agreement by reference.

F. The City charges Co-sponsored Aquatic Facility users a hourly use fee, as approved each year by the City Council.

AGREEMENTS

NOW, THEREFORE, in consideration of the mutual conditions, promises and covenants hereinafter contained, the parties agree as follows:

1. Pool Use; Term; Termination; and Fees.

Pool Use. Subject to the terms and provisions of this Agreement, including those contained in **Exhibit B** hereto, the City hereby grants to the Aquatic Organization permission to use the city aquatic facilities on a non-exclusive basis. The Aquatic Organization shall use the city aquatic facilities only for those activities described in **Exhibit A**.

Additionally, the Aquatic Organization agrees to use the city aquatic facilities only during those times and locations for which the Aquatic Organization has made aquatic facility use reservations, in accordance with the terms and conditions of, and subject to the consequences outlined in **Exhibit B**. The City hereby grants the Aquatic Organization the power to determine who is admitted to the aquatic facilities during

the hours the Aquatic User group rents the aquatic facility. Non-affiliated swimmers and spectators are not allowed to use the city aquatic facility during scheduled hours.

The City reserves the right to determine the months and hours the aquatic facilities are available for use. In the event that an aquatic facility is determined to be taken out of service, the City will make reasonable efforts to notify the Aquatic User groups a minimum of thirty (30) days prior to any closure.

Term. The term of this Agreement shall commence on the date of its execution by both parties and shall continue for a three-year term or at the request of either party.

Termination. The City may terminate this Agreement, for any reason, upon thirty (30) days written notice from the City to the Aquatic Organization. Additionally, the City may terminate this Agreement for cause upon five (5) days written notice from the City to the Aquatic Organization. If the Aquatic Organization fails to correct any condition found by the City to be in violation of this Agreement, or of any City, State, or Federal law, within five (5) days of receiving a notice to terminate for cause, this Agreement shall be deemed terminated.

Fees. Under the Master Joint Use Agreement between the City and DJUSD, DJUSD is authorized to use City aquatic facilities at no cost for the term of this agreement. For any use outside of this agreement, the City shall charge a User Fee ("User Fee"), for use of the aquatic facilities by the Aquatic Organization, pursuant to the terms and conditions of this Agreement and in accordance with the City's approved Master Fee Schedule, Revenue & Pricing Policy, and Co-Sponsorship Policy. If at any time the City Council approves a new fee or pricing policy, the most recent pricing policy shall supersede all other policies approved annually by the City Council. The City shall send an invoice for the total User Fees due, to the Aquatic Organization monthly via e-mail. The Aquatic Organization agrees to pay the total amount due each month within thirty (30) days of receiving the invoice. For the term of this agreement, Aquatic Organization agrees to pay the City at a starting rate equivalent to the rates in effect on the effective date of this agreement with a 2.5% increase each September 1 for the term of this agreement.

The Aquatic Organization also agrees to pay an additional \$1.00 per hour, per pool to fund equipment replacement. This fee will be instituted the first September 1 following the approval of the agreement.

Pool Operation Costs. All costs for ongoing operation and maintenance of the aquatic facility, including without limitation all electrical charges, landscaping, maintenance costs, repair costs, with respect to the aquatic facility shall be paid by the City.

2. Keys; Card Keys; Meetings; Pool Condition; Maintenance; Locker Rooms; Equipment; Emergencies; Accident Report Forms; Parking Passes; Other

Keys. The DJUSD's Athletic Director shall request in writing keys for each individual DJUSD Head Coach. Each Head Coach will meet with the City Aquatics Supervisor/Coordinator to check out keys. A maximum of seven (7) keys shall be provided to DJUSD. The Aquatic Organization shall be responsible for distributing keys to its Head Coaches and for collecting said keys upon termination of the employment of any employee. The City will charge said organization \$50.00 for any keys that are lost. The City shall issue additional keys and/or cardkeys to the Aquatic Organization, as needed, upon written request by the DJUSD Athletic Director to the Parks & Community Services Director. Approval is at the discretion of the Parks & Community Services Director.

Meetings. The City's Aquatic Supervisor shall meet with new head coaches, liaisons, and president of the Aquatic Organization annually to review aquatic facility rental and operation procedures. The City shall also schedule and facilitate meetings three times per year of the Aquatic Council. The

Aquatic Organization shall ensure the attendance of at least one (1) of its representatives at each Aquatic Council meeting. The City shall keep the Aquatic Organization informed of issues relating to or affecting the Aquatic Organization, which arise at the Aquatic Council meetings.

Aquatic Facility Condition. The City shall make a good faith effort to maintain a water temperature that is comfortable in the aquatic facility during the term of this Agreement. The City shall make a good faith effort to maintain the chlorine levels between 1 and 10 parts per million. The City shall notify the Aquatic Organization immediately upon detection of any hazard at the aquatic facility. The City shall take reasonable steps to limit the amount of wind-blown dirt that enters the aquatic facility. The City will make a good faith effort to do preventative maintenance whenever possible. The Aquatic Organization shall, at its sole cost, however, reimburse the City of the cost of all necessary repairs at City of Davis aquatic facilities occasioned by casualty, vandalism that occurs during or is in any way related to activities sponsored by said Aquatic Organization.

Maintenance. The City reserves the option to close the aquatic facility for a minimum of two (2) weeks per year, as necessary for annual pool maintenance activities. Such closure shall be reviewed by the Aquatic Council at its meeting. The City shall notify the Aquatic Organization of scheduled closure dates at least thirty (30) days in advance of any closure. Notwithstanding this paragraph, the City reserves the right to close the aquatic facility for emergency maintenance or repairs with no prior notice to the Aquatic Organization; provided that City will provide notice as soon as reasonable practicable of any emergency closures. The City will make a good faith effort to schedule maintenance periods to impact user groups as little as possible. In addition, the City will attempt to re-locate groups that are displaced from one aquatic facility as a result of maintenance to another aquatic facility so that the program can maintain as much continuity as possible. The City will make a good faith effort to empty trash cans daily or as needed.

Locker Rooms. The City shall provide the Aquatic Organization with an annual maintenance schedule for the aquatic facility locker rooms. The City shall repair locker room facilities (including showers, lighting fixtures, and plumbing), as necessary, within forty-eight (48) hours of notification of the need for repairs by the Aquatic Organization to the City.

Equipment. The City shall supply the aquatic facilities with lane line reels, pool covers, pool cover reels, and lane line wrenches for use by the Aquatic Organization pursuant to the terms and conditions of this Agreement. The City shall also provide and keep stocked a first aid kit, first aid and rescue equipment, and an Automated External Defibrillator (AED) unit (see **Exhibit C** for instructions on use) at each aquatic facility for emergency use by the Aquatic Organization and its members and participants during activities conducted pursuant to the terms and conditions of this Agreement. The City shall make a good faith effort to repair or replace broken pool equipment in a timely manner. When requested to do so, the Aquatic Organization agrees to store all equipment in appropriate storage areas and to roll up lane lines and lane line reels when they are not in use. The City agrees to pay the Aquatic Council \$1,000 each year towards the purchase of replacement lane lines and back stroke flags.

Assessments. The Aquatic Organization agrees to pay assessments as needed (determined by the Aquatic Council) to purchase necessary equipment in addition to that which is already provided by the City.

Emergencies. The City shall provide an emergency telephone list at the aquatic facility for use by the Aquatic Organization in the event of an emergency. Any Aquatic Organization contact with a person or agency on that list shall constitute proper initial notification of the City of an emergency pursuant to this Agreement (**Exhibit D**).

Accident Report Forms. The Aquatic Organization shall complete an Accident Report Form, to be supplied by the City, within twenty-four (24) hours of the occurrence of any accident involving personal injury and/or property damage which occurs during the Aquatic Organization's use of the aquatic facility.

Parking Passes (Civic Center Pool only). Upon written request, the Aquatic Organization may be issued a maximum of two (2) parking passes.

Other. The parties shall make a good faith effort to conduct all communications with one another in a positive and respectful manner.

3. Closing Procedures/Consequences; Daily Clean-up.

Closing Procedures. The Aquatic Organization shall comply with the terms and conditions of the City Expectations Chart, located in **Exhibit B** hereto, in performing all Closing Procedures for the aquatic facility. The City shall impose upon the Aquatic Organization those consequences set forth in **Exhibit B** for any failure to comply with the Closing Procedures requirements.

Daily Clean-Up. The Aquatic Organization shall comply with the terms and conditions of the City Expectations Chart, located in **Exhibit B** hereto, in performing all Daily Clean-Up procedures for the aquatic facility. The City shall impose upon the Aquatic Organization those consequences set forth in **Exhibit B** for any failure to comply with the Daily Clean-Up requirements.

4. Certifications; Training; Insurance; Unauthorized Equipment

Certifications. In compliance with the City of Davis, the Aquatic Organization shall keep copies of current American Red Cross certifications on site at the pool, or accessible by the lifeguard in case of inspection, for each staff person prior to being on the pool deck acting as a lifeguard. Each staff member is responsible to submit updated certifications prior to the expiration date. Current American Red Cross certifications are Lifeguard Training, First Aid and CPR/AED for lifeguards (valid 2 years) and Title 22 for Emergency Responders. The Aquatic Organization must follow all current American Red Cross Lifeguarding practices and procedures.

Effective September 1, 2011, the Aquatic Organization shall be responsible for providing, and shall assure that, two certified lifeguards must be present in the pool complex at all times. At least one certified lifeguard must be present at the pool side for each pool in use. In an event of an emergency in the water, both certified lifeguards would perform a 2-person victim removal per the American Red Cross training standard.

Training. The City of Davis shall provide annually to the Head Coach of the Aquatic Organization orientation and training on the specific AED unit being used at the aquatic facilities (see **Exhibit C** for details related to the AEDs). The Head Coach is responsible to orientate and train all Aquatic Organization staff on an annual basis and train any new lifeguards prior to working their first shift. The Head Coach must document all AED training and submit to the City of Davis Aquatics Supervisor/Coordinator. This additional documentation is in addition to the American Red Cross "CPR/AED for Lifeguards" certification requirement.

Insurance. The Aquatic Organization shall, at its sole cost and expense, obtain and keep in force during the term hereof: commercial general liability insurance insuring the Aquatic Organization and naming the City as an additional insured against claims for bodily injury, personal injury and property damage, providing coverage in an amount not less than One Million Dollars (\$1,000,000) per occurrence,

covering activities in the City's Aquatic Facilities and keeping the facilities in a clean and safe state, excluding pool chemistry and city aquatic equipment with the general aggregate coverage limit applying separately to the City for the duration of this Agreement. If the aggregate limit does not apply separately to the City for the duration of this Agreement, the minimum general aggregate limit shall be Two Million Dollars (\$2,000,000).

Upon execution of this Agreement, the Aquatic Organization shall deliver to the City current certificates evidencing the existence and amounts of this insurance, with the additional insured required under this **Section 4**. Each policy shall contain an endorsement providing that it cannot be cancelled or subject to non-renewal or reduction in coverage except after thirty (30) days prior written notice from the insurance company to the City. Proof of liability insurance in compliance with the terms and conditions of this **Section 4** shall be provided to the City by the Aquatic Organization annually, prior to expiration of the previous insurance certification, or by January 1, whichever occurs first.

Unauthorized Equipment. Authorized equipment may be installed and used at City of Davis aquatic facilities. **Exhibit A** outlines a list of authorized and unauthorized equipment to be used by the Aquatic Organization. If the Aquatic Organization wants to install unauthorized equipment at one of the aquatic facilities, the Aquatic Organization shall make a request for approval in writing to the City. Such approval may be conditioned on the Aquatic Organization providing proof of liability insurance with coverage for the City in an amount not to exceed an additional One Million Dollars (\$1,000,000), and is subject to the approval of the Aquatics Supervisor, the Community Services Superintendent, and/or the Parks & Community Services Director.

5. Indemnification

The Aquatic Organization shall be solely responsible for, and shall indemnify, defend (by counsel reasonably acceptable to the City Attorney) and hold the City, its members, officers, directors, agents, employees and any other person acting for or on behalf of the City (collectively, the "Indemnified Parties") harmless from and against any and all costs, claims, losses, damages, causes of action and liability which may arise by reason of any occurrence attributable to or arising out of the Aquatic Organization's use of the City's aquatic facility, including but not limited to failures to observe or perform any obligation of the Aquatic Organization's under this Agreement or the Aquatic Organization's presence, activities, equipment, property and maintenance of the aquatic facility, including without limitation any claim or cause of action for injury to or death of any person or damage to any property arising out of any such occurrence occurring from and after the date hereof. The City shall have no liability to the Aquatic Organization, and the Aquatic Organization waives all claims against the City, arising from, or in any way related to, occurrences within the scope of the indemnity set forth in this **Section 5**, except to the extent caused by the sole negligence or willful misconduct of the City or its employees.

The provisions of this **Section 5** shall survive the termination of this Agreement.

6. Agreement Not to Discriminate

In accordance with the City of Davis' non-discrimination policy, if the Aquatic Organization uses any City facilities for fund-raising or similar events open to the general public, the organization will not deny admittance to any person based on race, national origin, religion, sex, age, handicap or sexual orientation.

7. Business Licenses

The Aquatic Organization will secure a business license from the City of Davis annually. In the event that the Aquatic Organization contracts with other organizations or businesses to sell any retail items, the Aquatic Organization shall inform those businesses or organizations that the City of Davis requires all businesses and organizations that sell retail items to secure City of Davis business license.

8. Assignment

The Aquatic Organization may not assign this Agreement or any of its rights under this Agreement without the express prior written consent of the City. Any assignment in violation of this section shall be void.

9. Notices

Notices desired or required to be given pursuant to this Agreement or by any law now or hereafter in effect may be given by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in the United States Post Office or any substation thereof, or any public letter box, and any such notice and the envelope containing the same, if to the Aquatic Organization, shall be addressed as follows:

DAVIS JOINT UNIFIED SCHOOL DISTRICT
526 B Street
Davis, California 95616
Attention: Business Services

and any such notice and the envelope containing the same, if to the City, shall be addressed as follows:

CITY OF DAVIS
Parks & Community Services Department
23 Russell Boulevard
Davis, CA 95616
Attention: Aquatic Supervisor

Either party may, by notice to the other given in accordance with this Section 9, specify a different address for notice purposes.

10. Attorneys' Fees

Should any action be brought arising out of this Agreement, including without limitation any action for declaratory or injunctive relief, the prevailing party shall be entitled to reasonable attorneys' fees and costs and expenses of investigation incurred, including those incurred in appellate proceedings or in any action or participation in, or in connection with, any case or proceeding under Chapter 7, 11 or 13 of the Bankruptcy Code or any successor statutes, and any judgment or decree rendered in any such actions or proceedings shall include an award thereof.

11. Payment of Charges

Any charges assessed against the Aquatic Organization shall be paid to the City within thirty (30) days of receipt of this notice. If a charge is not paid within sixty (60) days of notice, aquatic facility reservations and agreements are subject to termination (as outlined in Section 1 of this Agreement.)

12. Amendments

This Agreement may be amended or modified only in writing, signed by the City and by the Aquatic Organization.

13. Binding Effect

The provisions of this Agreement shall inure to the benefit of and be binding upon the City and the Aquatic Organization and their respective successors.

14. No Waiver

No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

15. Governing Law

This Agreement shall be construed in accordance with and governed by the laws of the State of California.

16. Entire Agreement

This Agreement, including **Exhibits A-C** attached herein and incorporated into this Agreement by reference, constitutes the entire Agreement between the City and the Aquatic Organization with respect to the subject matter hereof and supersedes all prior negotiations, oral and written.

IN WITNESS WHEREOF, the City and the Aquatic Organization have executed this Agreement as of the dates set forth below their signatures. The effective date of this Agreement shall be the date it is signed by the City.

THE CITY:

DATED: April 9, 2019

The CITY OF DAVIS,
a municipal corporation

By: _____
Mike Webb, City Manager

Attest:

By: _____
Zoe Mirabile, City Clerk

-AND-

THE AQUATIC ORGANIZATION:

DATED: April 9, 2019

By: _____

Its: _____

EXHIBIT A

Pool Descriptions, Permitted Activities and Authorized Equipment

POOL	ADDRESS	ACTIVITIES
<p align="center">Civic Center</p> <ul style="list-style-type: none"> • Lap pool • Dive pool 	23 Russell Boulevard	<ul style="list-style-type: none"> • Lap swimming • Competitive swim • Diving • Synchronized Swimming <p>*see Note</p>
<p align="center">Community</p> <ul style="list-style-type: none"> • Lap pool • Instructional pool • Baby pool 	314 W 14 th Street	<ul style="list-style-type: none"> • Lap swimming • Competitive swim • Diving • Water Polo • Synchronized Swimming <p>*see Note</p>
<p align="center">Manor</p> <ul style="list-style-type: none"> • Lap pool • Zero Entry pool • Dive pool • Splash Pad 	Corner of Temple & Tulip	<ul style="list-style-type: none"> • Lap swimming • Competitive swim • Diving • Synchronized Swimming <p>*see Note</p>
<p align="center">Arroyo</p> <ul style="list-style-type: none"> • Recreational pool • Lap pool 	Arroyo Park	<ul style="list-style-type: none"> • Lap swimming • Competitive swim • Diving • Water Polo • Synchronized Swimming <p>*see Note</p>

*NOTE: Competing programs such as swim lessons, recreation swim, aide mentor programs, etc. are not allowed by swim groups.

Authorized pool equipment:

Lane lines, pool covers, reels, pace clocks, starting blocks, umbrellas, kickboards, fun noodles, goggles, swim caps, pull buoys, paddles, chairs, fins, backstroke flags, water polo goals, P.A system, underwater speakers, underwater cameras (provided that the pool ladders are not removed), vendor carts during swim meets, water polo balls, timing, scoring and computer equipment, training rebound boards, side boards, dry land exercise equipment, *sheds at Arroyo pool, nose plugs.

Unauthorized pool equipment:

(Some items on this list may be authorized provided approval from the City is given prior to use)
Deck heaters, swim suit spinner, sheds (for storage), and shade structures. (Temporary shade structures are permitted for swim meets and performances only).

*At such time that the City determines it is necessary to vacate the sheds located at the Arroyo aquatic complex, the City reserves the right to revoke said use of the storage sheds at this aquatic facility.



City Expectations of Aquatic Co-Sponsored User Groups

Category	City Expectations	City Procedures	Consequences
Certifications / Liability Insurance	<p>Aquatic groups will submit copies of liability insurance and copies of certifications for all lifeguards and coaches to the Aquatic Supervisor prior to expiration.</p> <p>All coaches must have current certifications on file with the City of Davis prior to coaching.</p>	<p>City Aquatics Supervisor will periodically email the president and head coach of upcoming certification and insurance expiration dates.</p>	<p>If certificates and insurance have expired and have not been updated, the aquatic facility cannot be used until certifications and/or liability insurance has been submitted to the City.</p>
Facility Lock-Up	<p>Lock all doors (inside and outside)</p> <p>Lock all gates (regardless if maintenance staff is at pool complex)</p>	<p>Train Head Coach or President in appropriate lock-up procedures.</p>	<p>The following consequences will be implemented sequentially:</p> <ol style="list-style-type: none"> 1. Verbal and written warning to Head Coach and President. 2. Group is assessed \$100.00 for an additional offense. 3. Group is charged \$250.00 for additional offenses. 4. Group may not be allowed to use the aquatic facility for up to one week. 5. If this problem persists, aquatic facility privileges may be revoked.
Scheduling	<p>Group will reserve pool for all hours used.</p> <p>If group is not going to be using the</p>	<p>Groups will reserve facilities at Aquatic Council meetings or through the Aquatics Supervisor.</p>	<p>If a reservation is canceled in less than one week, City staff will evaluate the circumstances under which the reservation was canceled and determine if</p>

	<p>pool on a date/time previously reserved, the group will notify the city at least 1 week in advance.</p> <p>Groups are not allowed to use the pool without prior scheduling approval.</p> <p>Unauthorized use of a facility could result in restricted and/or revoked access privileges.</p> <p>Unauthorized modifications to a facility, such as locker room areas, without prior City authorization could result in restricted and/or revoked access privileges.</p>		<p>a \$25.00/per incident cancellation fee will be assessed to the group.</p> <p>This fee would be waived under the following circumstance:</p> <ol style="list-style-type: none"> 1. City staff evaluates the circumstances for cancellation (less than 1 week in advance) and determines it to be at no fault of the user group. However, statistics will be tracked on cancellations and future decisions will be made based on these records. <p>If an aquatic facility is used without being reserved through the Aquatics Supervisor, the following consequences will apply:</p> <ol style="list-style-type: none"> 1. Group is assessed \$100.00 for an initial offense. 2. Group is charged \$250.00 for additional offenses. 3. If the problem persists, aquatic facility keys/cardkeys will be revoked and a paid attendant will be scheduled to open and close facility during all the group's workouts, up to one full season. Attendant fees will be assessed to user group at \$11/hour or the currently approved rate per the City's Master Fee Schedule, and/or aquatic facility privileges may be revoked.
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<p>Supervision</p>	<p>Pools are not to be left unsupervised at any time when gates are unlocked.</p> <p>Two certified lifeguards must be present in the pool complex at all times. At least one certified lifeguard must be present at the pool side for each pool in use. In an event of an emergency in the water, both certified lifeguards would perform a 2-person victim removal per the American Red Cross training standard.</p>	<p>City will have an attendant spot check group's practices to ensure that this expectation is being upheld.</p>	<p>The following consequences will be implemented if two lifeguards are not present:</p> <ol style="list-style-type: none"> 1. Workout will be cancelled immediately until additional lifeguards arrive. 2. If this problem persists, aquatic facility privileges may be revoked.
<p>Facility Closing Procedures</p>	<p>Put pool covers on (when requested)</p> <p>Store all equipment</p> <p>Lock lane line reel/water polo cages to post</p> <p>Put lane lines on lane line reels.</p>	<p>Train Head Coach or President in closing procedures.</p>	<p>The following consequences will be implemented sequentially:</p> <ol style="list-style-type: none"> 1. Verbal and written warning to Head Coach and President. 2. Group is charged \$25.00 for an additional offense. 3. Group is charged \$50.00 for additional offenses. 4. Group may not be allowed to use the aquatic facility for up to one week. 5. If this problem persists, aquatic facility privileges may be revoked.
<p>Cleaning & Maintenance Problems</p>	<p>Pool complex will be relatively clean & trash free. (This includes toilets, sinks, walls, showers, floors, pool deck and office.)</p>	<p>City will give Head Coach or President a detailed check list with expectations related to maintenance and provide an on-site training if desired.</p>	<p>The following consequences will be implemented sequentially:</p> <ol style="list-style-type: none"> 1. Verbal and written warning to Head Coach and President. 2. Group is charged \$25.00 for an additional offense.

			<ol style="list-style-type: none"> 3. Group is charged \$50.00 for additional offenses. 4. Group may not be allowed to use aquatic facility for up to one week. 5. If this problem persists, aquatic facility privileges may be revoked.
Noise	Groups will follow City Council approved noise regulations.	The City will review City Council approved noise regulations with Head Coach and President/Athletic Director.	<p>The following consequences will be assessed:</p> <ol style="list-style-type: none"> 1. Verbal and written warning. 2. Group is charged \$50.00 for an additional offense. 3. Group is charged \$100.00 for additional offenses. 4. Group may not be allowed to use pool for up to one week. 5. If this problem persists, aquatic facility privileges may be revoked.
Other	Groups will have a minimum of one representative (coach, board member, etc.) present at each quarterly Aquatic Council meeting.		<p>The following consequences will be implemented:</p> <ol style="list-style-type: none"> 1. Failure to attend could result in forfeiture of preferred pool use schedules.

*If after six (6) consecutive months of said Aquatic Organization’s operations and no further documented offenses, the operational violations shall be considered closed by the City and the Aquatic Organization will start anew with any subsequent disciplinary actions. The City reserves the right to invoke subsequent consequences to said Aquatic Organization if repeat offenses continue to re-occur over several operating seasons, up to and including forfeiture of City aquatic facility use.

EXHIBIT C

Pool AED Information for Aquatic User Group Agreement

AED Locations

We currently have four AED's, one at each of the following pools:

- Manor Pool
- Arroyo Pool
- Community Pool
- Civic Pool

Training Requirements

- Each Head Coach must attend an annual orientation for the pool AED's (in addition to maintaining their American Red Cross CPR/AED for Lifeguards certification). This will include a skills proficiency testing & will be conducted and documented by the AED Coordinator (City of Davis Community Services Coordinator).
- Each Head Coach is responsible for orienting/training their newly hired Lifeguards to the pool AED's and performing annual skills proficiency testing with all of their Lifeguards. These orientations/skills testings will be documented by the Head Coach and submitted to the Aquatic Supervisor/Coordinator.
- User group lifeguards must maintain their current certification through the **American Red Cross** in "CPR/AED for Lifeguards" (1 year certification) and "Lifeguarding/First Aid" (3 year certification).
- User groups must abide by the American Red Cross rescue protocol in responding to any emergency that may involve the use of the AED unit or unconscious victim removal during operating hours.
- User groups must check the pool AED at the start of each pool use for:
 - Check the status indicator (green light). Verify that the status indicator identifies the AED as ready for use.
 - Ensure that all supplies and accessories are present and ready for use.

What to do immediately after an AED is used

- Notify City recreation staff immediately.
 - Community Services Supervisor
 - Community Services Coordinator
 - Community Services Superintendent
- If we use an AED, Robert Trapp (President of the American Health & Safety Training) needs to be contacted immediately at: (925) 330-2754.
 - Robert will drive out to the pool and do the data download for the AED which was used (they prefer this rather than us downloading the information), print out this information, and get it to the physician.
 - Robert will also give us a free "loaner AED" to put at the pool.

- In addition, we are required to notify our Medical Director (Dr. Karl Spore, (925) 937-1669) & S-SV EMS anytime we use one of our AED's.
- The physician will review each incident where emergency care or treatment on a person in cardiac arrest is rendered & will ensure that the Internal Emergency Response Plan, along with the CPR and AED standards that the responder was trained to, were followed.

AED Response Protocol

Initial Protocol for Unconscious Victims

- Upon arrival, assess the scene for safety; use universal precautions. *If the patient is in the water, follow the American Red Cross Lifeguarding procedures for emergencies that occur in the water.*
- Assess patient for unresponsiveness
- If unresponsive, activate EMS & user group's emergency plan
- Call 9-1-1
- Call for AED
- Assess breathing
 - Open Airway
 - Look, listen and feel for breathing
 - If breathing is absent, deliver 2 rescue breaths
- Assess for absence of pulse before beginning compressions
- If no pulse, begin CPR
- Continue CPR until AED arrives

Begin AED Treatment

- As soon as the AED is available, turn on the AED and follow the prompts.
- Shave chest with disposable razor if indicated. Discard razor in a safe manner. Wipe chest if it is wet.
- Apply defibrillation pads. Make sure that AED pads are placed in their proper location and that they are making good contact with the patient's chest. Do not place the AED pads over the nipple, medication patches, or implantable devices. Attach electrode to AED if needed.
- First clear the patient area, then deliver a shock to the patient or continue CPR when advised by the AED.
- When advised by the AED, provide CPR and additional shocks.
- Continue to follow AED prompts until EMS arrives or the victim begins to move.

When EMS Arrives

- Responders working on the victim should document and communicate important information to the EMS provider such as:
 - Victim's Name
 - Known medical problems, allergies or medical history
 - Time the victim was found
 - Initial and current condition of the victim
 - Information from the AED's screen
 - Number of shocks delivered
 - Length of time defibrillator has been used
- Assist as requested by EMS providers

Post-Use Procedure

- Immediately notify the City of Davis Community Services Supervisor, Coordinator or Superintendent. You must speak with a city staff member.
- Document the event (complete an Accident Report Form) no more than 24 hours following the event. Give all documentation to the Community Services Supervisor, Coordinator or Superintendent within 24 hours post-event.
- The Community Services Supervisor, Coordinator or Superintendent notifies AHST by contacting Robert Trapp (925) 330-2754. An alternate contact # is: (877) 369 – 5888.
- Robert Trapp will remove the data card or download AED data after transfer of patient care to EMS (within 24 hours of the event). **DO NOT remove the battery from the AED.**
- After Robert Trapp has arrived, check the AED and replace any used supplies as soon as possible following the event so that the AED may be returned to service. Follow manufacturer's guidelines to ready the AED for the next patient use. Clean the AED if needed.
- An employee incident debriefing will be conducted, as needed.

Philips HeartStart OnSite Defibrillator -



Using the HeartStart OnSite AED:

Quickly get the AED and bring it to the victim's side. If there is any delay in getting the AED, perform an initial assessment and perform CPR if needed until the AED is available

There are **three basic steps** to using the Onsite AED to treat someone who may be in sudden cardiac arrest:

1) PULL up the handle on the SMART Pads Cartridge

- Turn on the AED by pulling the SMART Pads Cartridge's green handle. Remove the hard cover from the pads cartridge and set it aside. Remain calm and follow the AED's instructions

- The AED starts by directing you to remove all clothing from the patient’s chest. If necessary, cut off clothing to bare the person’s chest.

2) PLACE the pads on the patient’s bare skin

- Pull the tab at the top of the pads cartridge to peel off the film seal. Inside are two adhesive pads on a plastic liner. Remove the pads from the cartridge.
- Peel one pad off the liner. Place the pad on the patient’s bare skin, *exactly as shown in the picture on the pad*. Be sure the pads have been removed from the liner before placing them.

3) PRESS the flashing orange Shock button if instructed

- As soon as the AED detects that the pads are attached to the patient, it begins analyzing the patient’s heart rhythm. It tells you that no one should be touching the patient, and the Caution light begins flashing as a reminder.
- *If a shock is needed:*
 - The Caution light goes from flashing to solid, the orange Shock button starts flashing, and the AED tells you to press the flashing orange button. Before you press the button, make sure no one is touching the patient. When you press the Shock button, the AED tells you that the shock has been delivered. Then the defibrillator tells you it is safe to touch the patient, instructs you to begin CPR, and invites you to press the flashing blue i-button for CPR coaching.
- *If a shock is not needed:*
 - The AED tells you it is safe to touch the patient and instructs you to perform CPR if needed. (If CPR is not needed - for example, if the patient is moving or regaining consciousness – perform appropriate emergency procedures until EMS arrives). The blue i-button will start flashing during this patient care pause. Press it in the first 30 seconds of this patient care pause for CPR Coaching if desired.
- *For CPR Coaching:*
 - Press the flashing blue i-button during the first 30 seconds of the patient care pause to activate CPR Coaching. (If the Child Pads are inserted, CPR Coaching will provide coaching for Child CPR). When the pause is over, the AED tells you to stop CPR, so it can analyze the patient’s heart rhythm. The motion caused by CPR can interfere with analysis, so be sure to stop all motion when instructed.

When EMS arrives to care for the patient, they may decide to apply another AED to allow monitoring of the patient. The Pads should be removed from the patient prior to using another defibrillator.

After the emergency, Robert Trapp (President of the American Health & Safety Training) needs to be contacted immediately at: 925-330-2754. Robert will obtain the AED to download the last-use data from the AED (it will need to be transferred to a computer). DO NOT remove the battery, as this will erase the summary data for the last use.

NOTE: After the EMS team removes the Pads from the patient and after the data has been downloaded, remove the used pads cartridge, and insert a new pads cartridge before returning the AED, to be sure it is ready for use.

Exhibit D

Emergency Callout Information & Protocols

Call 911 in the event of an emergency

Accidents & Incidents

All accidents/incidents shall be reported to the Community Services Supervisor or Assistant Director no-later than 24 hours after occurrence. A City Accident or Incident Report must also be completed and submitted within 24 hours (via email, delivered to 23 Russell Blvd or put in the Payment Drop Box in parking lot at City Hall.)

- In the event there is a power outage, all swimmers must exit the pool water immediately.
- Check that all doors are secured and locked prior to leaving a pool complex.

Pool Maintenance Issues:

1. Ed Hunter, Pool Maintenance Supervisor, at 530-681-7915
2. Kristina McClellin, Supervisor, at 530-747-5856
3. During normal business hours, call 530-757-5626 press 2
 - a. After hours, call PD dispatch to request assistance: 747-5400

City Liaison to Aquatic Co-Sponsored Groups – (questions & scheduling)
Kristina McClellin, Supervisor – office located at VMC
747-5856, kmcclellin@cityofdavis.org

Fecal Incident Procedures

Please use the following procedures in the event of forms stool or diarrhea in the pool.

Formed Stool:

- 1) Immediately shut down the affected pool and evacuate all persons from the pool.
- 2) Scoop out the formed stool.
- 3) Wait 30 minutes.
- 4) Document date, time, pool/location affected, and actions taken (include in recap email).
- 5) Re-open pool.
- 6) Write up a City Incident Report and send to the Community Services Supervisor within 24 hours of the incident occurring.

Diarrhea Incident (loose stool):

- 1) Immediately shut down the affected pool and evacuate all persons from the pool.
- 2) Contact the Pool Maintenance Supervisor and/or Dispatch.
- 3) Scoop out as much of the loose stool as you can.
- 4) Keep the affected pool closed. Pool Maintenance staff will treat the affected pool, and will notify staff and user groups as to when the pool will be ready to re-open.
- 5) Document date, time, pool/location affected, and actions taken (include in recap email).
- 6) Write up a City Incident Report and send to the Community Services Supervisor within 24 hours of the incident occurring.

Remember:

- If one of the pools in the complex is shut down, the manager on duty needs to adjust the complex capacity & staffing accordingly.
- Post signs and cones to let patrons/participants know which pool is closed.
- Communicate with all Lifeguards, Coaches, and other staff at the complex so that everyone is informed as to the ongoing pool and incident status.