

**CONTRACT NAME: AGREEMENT BETWEEN WOODLAND
COMMUNITY SERVICES DEPARTMENT AND DAVIS JOINT
UNIFIED SCHOOL DISTRICT**

BRIEF DESCRIPTION OF CONTRACT: This contract between Woodland Community Services Department and DJUSD is to rent Charles Brooks Community Swim Center to allow Davis Senior High School to host the first two rounds of playoffs for the water polo team.

FISCAL IMPACT: The site athletic budget covers the cost for the facility rental, which is \$650 per day plus \$80 per hour for staff fees.

CHARLES BROOKS COMMUNITY SWIM CENTER Reservation Agreement



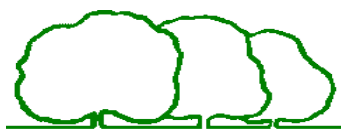
Woodland Community Services Department

2001 East Street • Woodland, CA 95776

Phone: (530) 661-2000 • Fax: (530) 666-7257

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RESERVATION AGREEMENT FOR USE OF THE CHARLES BROOKS COMMUNITY SWIM CENTER

For groups or organizations during meets

This agreement is made and entered on this **10/17/2017** by and between the WOODLAND PARKS & RECREATION DEPARTMENT and **Davis Joint Unified/DSHS**. Woodland Parks & Recreation Department hereinafter will be referred to as the “CITY” and **Davis Joint Unified/DSHS** will be known as “GROUP”.

Name: Davis Senior High School
Address: 315 West 14th St. Davis CA 95616
Email: jlorenson@djud.net

FACILITY REQUEST

Facilities shall include the lawn, deck, water areas, and restroom facilities within the fenced pool area. GROUP is hereby granted reserved use of the pool and associated facilities.

Date(s) of use needed. Include dates and time of set-up.

Day 1 Use	<u>Nov. 1</u>	<u>2pm/4pm</u>
	Date	Time

Day 2 Use	<u>Nov. 3</u>	<u>2pm/4pm</u>
	Date	Time

Day 3 Use	<u> </u>	<u> </u>
	Date	Time

Jeff Lorensen is named as authorized GROUP representative by Board of Directors. **Jeff Lorensen** is expected to represent and delegate responsibilities to the parents, members, families of GROUP expected to attend the event held at Charles Brooks Community Swim Center as named above.

<u>Jeff Lorensen</u>	<u>916.529.3978</u>	<u>jlorenson@djud.net</u>
CONTACT NAME	PHONE NUMBER	EMAIL

FEES

See attached worksheet for fee break down (attachment A.)

Rental Fees

The pool rental fee shall be based upon the actual operation of the pool, with additional consideration made for the length of the contract or any other reasonable financial outlays. GROUP shall pay its fee as deemed by pre-determined by the CITY.

Swim Meet Facility fee is \$650 per day (Staff fee's not included)

The fees for the set-up day will be billed at an hourly reservation rate of \$80 per hour.

Water Polo games will be billed at an hourly rate of \$80 per hour. (Includes staff fee's)

Water Polo Tournaments Facility fee is \$650 per day (Staff fee's not included)

To secure the rental, a minimum of 50% of the total reservation fee is due with the signing of the contract. This ensures GROUP the pool will be reserved for specified dates and times requested. Should GROUP cancel reservation, with 30 or more days notice, this fee will be refunded to GROUP. With less than 90 days notice of cancellation, CITY will refund 85% of paid fees.

Additional fees may be charged to GROUP for cleaning and/or repairs as stated in "Defective Conditions." _____ (Initials)

Staff Fees

GROUP will be billed for any CITY staff working the event. Staff members include all safety personnel, such as Lifeguards and Pool Managers, and the maintenance personnel. The number of staff members provided by the CITY is based on the size of the group using the pool and the number of pools used by GROUP.

The CITY will charge GROUP \$30 per management staff member per hour and \$25 per guard staff per hour for duration of the event.

The CITY will provide a responsible staff member (Pool Manager) to open/close the facility, supervise staff, aid in set-up/clean up, be responsible for any necessary emergencies/rescues, and for additional assistance throughout the meet.

For any staff member to remain on shift beyond their assigned schedule, as determined by GROUP, the billed rate will be \$45 per hour per staff member. _____ (Initials)

Maintenance Fees

GROUP will be billed for any additional and necessary maintenance equipment and supplies needed for event at \$250 per event. This fee covers items such as trash bags, toilet paper, caution tape, and the rental of a dumpster. Fee only applies to swim meets and water polo tournaments. _____ (Initials)

Other fees

The CITY reserves the right to charge GROUP additional fees for damages to facility or violating the terms and condition of the agreement. Fees are determined by damages or severity of violation. _____ (Initials)

SECURITY

Due to the nature of the program of the facility and for the protection of the equipment, the CITY requests GROUP to provide an onsite security guard during the hours CITY staff and GROUP representative are not onsite. GROUP is responsible for the scheduling and payment of security personnel. The security guard is responsible for the facility during the evening and night hours of Friday and Saturday nights.

CITY staff will check out a facility key to the security guard for the weekend to have access to phones, restrooms, etc. The key will be returned on Sunday morning. If the key is lost or stolen, GROUP is responsible for the replacement of the key.

Should GROUP not schedule for security, GROUP is running risk of an unwanted visitors into the facility during night hours. _____ (Initials)

FACILITY SET-UP

Meet set-up

Meet set-up may begin as early as 4:00 pm on the Friday *prior* to the meet. Meet set-up includes shade structures, timing systems, chairs, sound system, and cooling/misting systems. The set-up is only performed by GROUP representatives. CITY staff will assist in placement and logistics of the set-up, with a final inspection prior to closing the facility on Friday evening.

CITY staff is responsible to move its equipment and structures as needed, including diving boards, starting blocks, lifeguard stands, pool covers, tales, basketball hoops, trash receptacles, and ladders. No GROUP representative shall move any CITY equipment without permission. _____ (Initials)

Rental equipment

CITY staff representative, Brad Petersen, must be notified in writing of any rented equipment arriving to the facility. The rental company must coordinate with CITY staff for drop off times and locations. CITY is not responsible for any rental equipment left onsite at the conclusion of the rental. All equipment must be picked up by Monday, 5 pm following the meet, unless authorized by CITY staff. If everyday rental equipment is left onsite, GROUP will be billed additional rental fees for the pool facility. _____ (Initials)

Team area set-up

Team area set-up will begin at 4:00 pm on the Friday *prior* to the meet. **NO SOONER.** Should any meet set-up begin sooner, GROUP will be billed at the appropriate hourly rate at the completion of the rental. Teams will be limited to areas as designated by GROUP. Teams are responsible for their area and the cleanliness of the area for the duration of the event. _____ (Initials)

Personal area set-up

Personal area set-up will begin at 4:00 pm on the Friday *prior* to the meet. **NO SOONER, MAYBE LATER.** _____ (Initials)

VENDORS

All vendors onsite must have written CITY approval. Only permitted vendors will be allowed within the pool facility during the event. Any unauthorized vendor will be asked to leave the premises immediately and may not loiter outside the facility. All vendors must have a valid City of Woodland business license and show proof upon arriving to CITY personnel.

Woodland Community Development Department – business license information
(530) 661-5820 (See Attachment B for the business license application.)

Additionally, all vendors are required to provide CITY 5% of profits from event as a fee for selling at the facility.

_____ (Initials)

Snack Bar

The WOODLAND SWIM TEAM has sole responsibility of organizing and operating the snack bar during the event as named. Any additional agreements between the Woodland Swim Team and GROUP are not affiliated with the CITY. The WOODLAND SWIM TEAM may waive their rights to the snack bar, in this event, GROUP is responsible to provide the snack bar service, if desired. _____ (Initials)

THIRD PARTY CONTACTS

This agreement is strictly for the pool facility and is entered upon with the City of Woodland. Other parties need to be contacted for use of their equipment and facilities.

Woodland Swim Team

(530) 662-9783

Contact: TBD

Snack Bar logistics

Shade Structures

Cables (timing)

Use of Auxiliary classroom

Woodland High School

(530) 662-4678

Contact:

Parking lot use

Any other school grounds needed

PARKING

Parking at Charles Brooks Community Swim Center is limited, as the CITY shares parking facilities with Woodland High School. Parking is on a first come basis, except for the *designated* parking for CITY staff.

CITY recommends using the parking lot on Beamer Street (adjacent to the Woodland High School stadium), rather than parking on the residential streets.

It is the responsibility of the GROUP to announce that all vehicles parking illegally within the parking lots and on the city streets will be ticketed and/or towed at the owner's expense. For any vehicles parking illegally and causing damages to CITY or School District property GROUP will be responsible for any damages.

No parking on non-marked black top areas within school grounds. No overnight parking shall be permitted on School District property, unless a special permit has been issued.

_____ (Initials)

TERMS AND CONDITIONS

CITY Agrees To:

- Be responsible for the patrons and the facility in case of emergency.
- Be responsible to check and clean facilities and pool area before, during, and after the event.
- Operate and maintain restroom facilities, landscapes, first aid equipment, pool facility, chemical, and water temperature pursuant to CITY, county, and state requirements, standards, and codes.
- Maintain water temperature between 79 and 83° F. CITY thermometer shall be used to measure water temperature and an on-site staff member will verify water temperature, as necessary.

GROUP and Authorized Representative Agree To:

- Be aware of the risks and injuries involved with swimming and to notify coaches and swimmers of potential hazards and dangerous areas with the facility. Be aware of diving into water less than six feet deep.
- Be available for CITY staff for any questions, clarification, or assistance.
- Provide CITY staff information on vendors, rental equipment and supplies, and approximate arrival times.
- Notify CITY staff prior to leaving the premises at the conclusion of the day and/or event.
- Maintain control of swimmers and spectators and enforce CITY rules and regulations for the pool facility and meet policies.

_____ (Initials)

TERMS OF AGREEMENT

This agreement shall commence on the date first written on page 1 of said Agreement, and will carry forward in full force and effect until the last date written, unless terminated by either party in accordance with the provisions set forth in the paragraph below.

_____ (Initials)

TERMINATION OF AGREEMENT

The CITY may, in its sole discretion, terminate GROUP'S use of CITY facilities provided, the CITY shall first give GROUP 15 days written notice. CITY shall refund unused fees or any portions thereof. Similarly, GROUP may terminate the agreement by providing the CITY with minimum of thirty days written notice, provided that no termination by GROUP shall be effective prior to rendition of Pool use. In the event GROUP has a remaining balance of paid facility fees, the CITY shall forward payment balance to GROUP.

_____ (Initials)

DEFECTIVE CONDITIONS

CITY makes no warranty regarding the condition of the subject facilities. CITY shall maintain the facilities consistent with the CITY policy and governing law. CITY will inspect the facilities consistent with existing CITY practices and policies, however GROUP acknowledges and agrees that because of the unique nature of swimming pool operations and use, defective conditions may arise during the progress of a meet. Therefore, GROUP shall immediately notify CITY of any defective condition. CITY shall repair the defective condition as soon as reasonably possible to permit continued use. In the

event negligent GROUP members cause the defective condition, meet participants or spectators, GROUP shall reimburse CITY for costs incurred in correcting or repairing the defective condition.

_____ (Initials)

INSURANCE

GROUP shall carry bodily injury liability insurance in the amount of \$1,000,000 and said insurance shall be endorsed as additionally insured. The CITY, its officers, agents, and employees shall be named as additionally insured. GROUP understands and agrees that coaches, agents, or “employees” of GROUP are not agents or employees of the CITY and are not covered by workers compensation insurance or any other CITY insurance policy. GROUP property stored in CITY facilities are not covered under CITY property loss coverage, and shall be listed separately on the GROUP’S insurance policy under property loss.

_____ (Initials)

Additional insurance information must be sent to:

Mailing Address

Woodland Parks and Recreation Department
c/o Brad Petersen
2001 East Street
Woodland, CA 95776

Fax Number

Woodland Parks and Recreation
c/o Brad Petersen
(530) 661-2000

TIMELINE

The dates listed are deadlines, not scheduled dates. Please contact Brad Petersen for further details.

May 1	Contract reviewed, signed, and returned to CITY
May 1	Deposit due (50% of total RENTAL, staff fees excluded.)
June 1	Vendors have contacted CITY and have been given permission to sell.
June 15	Insurance certificate is received by the CITY.
July 3	Tentative meet timeline to CITY
July 3	Have had meeting with CITY staff for facility walk, question and answers
July 3	Provide contact information of GROUP representatives and rental companies
July 17	Other 50% RENTAL fees paid. GROUP will be billed for staff fees at the completion of meet.

_____ (Initials)

FACILITY RULES

It is the responsibility of GROUP to notify all swim meet patrons of the swim meet rules and regulations including notification in any pre-printed materials. GROUP is responsible for the actions of its clients, vendors, team members, and all of those associated with the swim meet.

Any violation of these rules may result in cancellation of pool rental or will face additional fees for violation of facility rules.

_____ (Initials)

GENERAL RULES

The deck area is to remain **closed** at all times, except for swimmers, coaches, and officials (the deck is defined as the concrete area on the poolside of the small green fence).

Swimmers may only be in the pool when a City of Woodland staff member is ready and on the pool deck to lifeguard.

All gates to the Community Swim Center must remain locked until the City of Woodland staff arrives to open the facility each day.

No glass, alcohol, or tobacco products are allowed at the Swim Center. Smoking is not permitted inside the pool facility and must be kept a minimum 10 feet from facility gates.

No personal barbecues, generators, etc are permitted within the facility. The stationary barbecue in the picnic area may not be used during the course of the swim meet.

No overnight parking is allowed in the adjacent school lot and on the City streets. Park only in designated parking areas and follow posted parking rules. Absolutely no vehicles are allowed in the facility.

Due to health department regulations, household pets are not permitted in the pool facility.

Additional starting blocks may be brought into the facility, by approval only.

The bathrooms may be shut down regularly for cleaning and sanitation. Report any problem to the onsite City staff immediately. The restrooms in the Auxiliary building (snack bar and scoring building) are not open to the public.

Only permitted vendors will be allowed within the pool facility during the swim meet. Any unauthorized vendor will be asked to leave the premises immediately and may not loiter outside the facility.

Please locate and use trash and recycling receptacles and notify the onsite City staff when any receptacle needs attention.

Power from the facility may be used only for meet purposes. Any other extension cords or power being used for personal benefit is not permitted.

All of extension cords must be kept off of the pool deck.

The filling and throwing of water balloons is not permitted in the facility.

Overnight camping at the Community Swim Center is not permitted. A special permit may be obtained by Woodland High School for overnight parking in the student lot, located on Beamer Street.

SET-UP RULES

DUE TO CITY PROGRAMMING, team area and personal set up does not begin until FRIDAY AT 4:00 PM. DO NOT ASK TO ENTER THE FACILITY EARLY.

All shade structures need to be firmly tied down and taken down at night. No tarps or tents may be left on the grass overnight.

Personal set-up is limited to all areas behind the green fence outside the pool area.

Any set up near the flag pole on the hill must leave a 10 foot clearance around the pole area.

WARM-UP RULES

Designed start and pace lanes need to be established and used only by swimmers directly supervised by their coach. No swimmers shall be permitted to warm-up without coach's supervision.

No training equipment (kick boards, paddles, etc.) can be used during warm-up.

No running or diving is allowed (except for designated areas). Starting lanes will be designated and shall only be open to those accompanied by a coach.

Warm-up lanes must be used for warm-up and warm-down only. The lanes are not for playing, rough housing, etc. Swimmers will be asked to leave the lanes and/or the pool if they are not using the lanes properly.

Warm-up lanes are closed during the finals of the meet.

At the completion of the meet, all swimmers and coaches must exit the pool and may not use pool or diving boards.

TRAINING POOL RULES

The training pool may be closed at any time to the discretion of City of Woodland staff or Sacramento Swim League representatives.

The training pool is only open during designated hours, as determined by the GROUP. The training will be closed with barricades and caution tape, and while closed, meet participants may not wade or put feet in the pool.

There is no horseplay or rough housing in the training pool.

Due to high volume of swimmers and chance of accidents, the training pool may be limited to children under the age of 7.

MODIFICATION

The Agreement may be modified by mutual consent and in writing only.

_____ (Initials)

IN WITNESS WHERE OF, the parties hereto have caused this agreement by and between the CITY and GROUP, to be executed in duplicate on the day and year on page one of said Agreement.

Signature	Printed Name	Date
Davis Joint Unified School District		
Bruce E. Colby, Chief Business Officer		
Authorized Representative		

Signature	Printed Name	Date
WOODLAND COMMUNITY SERVICES DEPARTMENT		
Brad Petersen, Recreation Supervisor		
Authorized Representative		

City contact:
Brad Petersen, Recreation Supervisor
Office: (530) 661-2000