



# Willows City Council Special Meeting Agenda

June 29, 2021  
Willows City Hall  
2:00 p.m.

City Council  
Larry Domenighini, Mayor  
Gary Hansen, Vice Mayor  
Kerri Warren, Council Member  
Joe Flesher, Council Member  
Jeff Williams, Council Member

Interim City Manager  
Wayne Peabody

City Clerk  
Tara Rustenhoven

201 North Lassen Street  
Willows, CA 95988  
(530) 934-7041

1. **CALL TO ORDER- 2:00 p.m.**
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL**
4. **PUBLIC COMMENT/WRITTEN COMMUNICATIONS**
  - a. Public Comments:  
Members of the public wishing to address the Council on any item(s) not on the agenda may do so at this time when recognized by the Mayor/Vice Mayor; however, no formal action will be taken unless a majority consensus of the Council directs staff to place the item on a future agenda. Public is advised to limit discussion to one presentation per individual. While not required, please state your name and address for the record. (Oral communications will be limited to three minutes)
5. **PROPOSAL OF AGREEMENT, USE OF FACILITIES, BETWEEN THE CITY OF WILLOWS AND THE WILLOWS UNIFIED SCHOOL DISTRICT.**
  - a. Approve by motion, the Use of Facilities, Indemnification and Insurance agreement between the City of Willows and the Willows Unified School District and authorize the Interim City Manager to complete any and all necessary tasks associated with the agreement.
6. **ADJOURNMENT**

**This agenda was posted on June 28, 2021**

\_\_\_\_\_  
Maria Ehorn, Minute Clerk

A complete agenda packet, including staff reports and back-up information, is available for public inspection during normal work hours at City Hall or the Willows Public Library at 201 North Lassen Street in Willows or on the City's website at [www.cityofwillows.org](http://www.cityofwillows.org). In compliance with the Americans with Disabilities Act, the City of Willows will make available to members of the public any special assistance necessary to participate in this meeting. If requested, the agenda shall be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132). The public should contact the City Clerk's office at 934-7041 to make such a request. Notification 72 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

*The City of Willows is an Equal Opportunity Provider*

**AGENDA ITEM**

**TO:** Honorable Mayor Domenighini and Members of the Willows City Council

**FROM:** Wayne Peabody, Interim City Manager

**SUBJECT:** Public Swimming Project

**RECOMMENDATION**

Approve by motion, the Use of Facilities, Indemnification and Insurance agreement between the City of Willows and the Willows Unified School District and authorize the Interim City Manager to complete any and all necessary task associated with the agreement.

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**SITUATION (or BACKGROUND):**

City staff as directed by council has been working diligently on getting a swimming facility and staffing available for the swimming season. Currently staff has put together an agreement for the use of the Willows High School Pool Facility. We have recruited and are currently training the lifeguards for the season. We have purchased and have updated the first aid kits along with other supplies. We will meet with High school maintenance staff in regard to day-to-day operations of the pool.

Attached is the proposal that was present to council at the June 22<sup>nd</sup> meeting from the friends of the Willows City pool along with Funds need for the July 2021 Free Public swim.

**FINANCIAL CONSIDERATION**

None at this time

**NOTIFICATION**

Friend of the Willows City Pool  
Willows Unified School District

**ALTERNATE ACTIONS**

1. Approve as Proposed.
2. Seek Further Information
3. Decline Proposal

**RECOMMENDATION**

Approve by motion, the Use of Facilities, Indemnification and Insurance agreement between the City of Willows and the Willows Unified School District and authorize the Interim City Manager to complete any and all necessary task associated with the agreement.

June 29, 2021

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Respectfully submitted,



Wayne Peabody  
Interim City Manager

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**Attachments:**

- 1: Use of Facilities, Indemnification, and Insurance Agreement
- 2: Request for approval for July 2021 Public Swimming Project
- 3: Fund needed for July 2021 FREE Public Swim

## USE OF FACILITIES, INDEMNIFICATION AND INSURANCE AGREEMENT

This Use of Facilities, Indemnification and Insurance Agreement (the "Agreement") is entered into by The Willows Unified School District ("WUSD", or "District") and the City of Willows ("City"); together the "Parties".

### RECITALS

WHEREAS the Parties have determined that there is a substantial community need for recreation facilities that is effectively and efficiently met through cooperation between the District and City with support of and community members to expand the use of the District pool, located at Willows High School, to the broader Willows community for a limited period of time in July and August of 2021; and,

WHEREAS the District, pursuant to California Education Code § 38131(b) may, by action of its governing board, grant the use of school grounds or facilities as a civic center upon terms and conditions that it deems proper subject to the limitations contained in California Education Code §§ 38131-38137; and,

WHEREAS the City provides support for supervised recreational activities, including but not limited to sports league activities for youths that are arranged for or organized or supervised by the City's recreation department and these are provided to the community at-large regardless of any religious belief or denomination; now

THEREFORE, the Parties agree as follows:

#### 1. Use of Facilities

The City has requested, and the District has approved, the City's use of the swimming pool located at Willows High School, 203 N. Murdock Avenue, Willows, CA 95988, including parking facilities for the purpose of operating a summer recreational swimming program. The Parties agree that this is an authorized use pursuant to CA Education Code § 38131(b)(6), or is otherwise "An other purpose deemed appropriate" by the District's governing board pursuant to its authority under CA Education Code § 38131(b)(9).

The City's use of the aforementioned facilities shall not be inconsistent with the use of said facilities or grounds for school district purposes and shall not interfere with the District's ability to carry on educational activities, interfere with the District's ability to carry on its own recreational activities, or interfere with other potential users' authorized right to use District property including the facilities covered by this Agreement.

The District shall allow the use of the swimming pool and parking areas on District property accessible from N. Merrill Avenue in Willows for up to twenty (20) days during the month of July 2021 and first week of August 2021 on such dates and for such times not to exceed five (5) hours on any single day as may be agreed upon by the City and School Superintendent. District-owned changing rooms, bathrooms and showers are not located in an

area accessible to the public and those District-owned facilities will not be available for use under this Agreement. District facilities included in this Agreement shall be made timely and properly available to the City at the agree-upon dates and times.

The City shall ensure that District property is not altered, modified or changed in any manner absent the District's express prior and written consent.

2. Aid, Assistance, and Encouragement of District and City

The District shall provide aid, assistance and encouragement toward the community recreational use of the facilities by contributing the following resources:

The District shall provide all equipment appurtenant to the operation of the pool facilities, materials and staff services necessary to maintain, repair and keep the pool facilities in good repair, subject to a use fee that will be imposed on the City.

The City shall provide portable showers, changing tents, portable restroom facilities and a portable sanitation station, which the District shall allow to be placed, temporarily, on the southeast portion of the parking area nearest the entry way to the pool site.

The City shall provide and employ Red Cross Certified lifeguards and a City-employed qualified supervisor from the City recreation department. Lifeguards shall be present and on duty at all times that the pool is open and authorized for use. At least one lifeguard shall be on active duty at all times for each 50 persons present within the pool and pool deck areas. (0-50 persons = 1 Lifeguard, 51-100 persons = 2 Lifeguards, etc.) To the extent not available from the District at the pool location, the City shall ensure that lifeguards have available all required equipment including: A red-cross 10-person Industrial First Aid Kit or equivalent, an operating telephone, a backboard and head immobilizer, and an automated external defibrillator (AED) unit. To the extent other safety equipment is not available from the District at the pool location, the City shall ensure that a 12-foot minimum fixed-length rescue pole with a permanently attached body hook, and a 17-inch minimum exterior diameter life ring with attached 3/8 inch diameter rope long enough to span the maximum width of the pool are available on both opposing sides of the pool. At no time will the maximum number of members of the public exceed the posted occupancy limits allowable in the pool and pool area.

3. Use Fees

The City's right to use the Facilities are subject to a use fee of \$ \_\_\_\_\_ per day. This fee is determined to be, and pursuant to CA Education Code § 38134(c) does not exceed, the actual operational cost to the District for the City's use of the facilities, materials and supplies and maintenance of the pool facilities under this Agreement (direct costs).

4. Facility Rules

The District reserves the right to impose and or alter District rules, regulations, and policies associated with the use of the facilities. At all times, the City and members of the public

who are guests or invitees of the City shall comply with these District rules, regulations and policies, copies of which the District will provide to the City prior to execution of this Agreement. The City and any members of the public who are on District grounds or facilities shall also (a) conduct themselves in accordance with all other potentially relevant federal, state or local laws or regulations; (b) respect the District's employees, students and property, and (c) engage only in safe and appropriate behavior in an effort to avoid harm ,injury, disputes or altercations with others. The City is responsible for ensuring that its directors, officers, agents, employees, contractors, guests, invitees, participants, as well as any other individual who will attend or view the contemplated activities at the facilities, comply with these requirements.

#### 5. Liability and Indemnification of Parties

The District is financially responsible for claims or damages caused by its negligent failure to maintain, repair, or keep in good repair the District's Facilities and for the acts and/or omissions of District employees. (see CA Education Code § 38134(h)(1)). The District shall defend and indemnify the City and its Directors, Officers, employees, agents and volunteers should a Claim be made for which the District is financially responsible to an injured individual, or individuals, or injury or damage to physical property pursuant to this provision.

The City shall be financially responsible for any claims or damages caused, or arising in some manner from, whether in whole or in part, by any aspect of City's use of the facilities. The City shall defend and indemnify the District, and its agents and employees should a Claim be made for which the City is financially responsible to an injured individual or individuals, or injury or damage to physical property pursuant to this provision.

It is the express intent of the Parties that, in keeping with the foregoing responsibilities, the District, its Directors, Officers, employees, agents and volunteers are intended and expected to receive the broadest defense and indemnity protection available under the law with any doubts resolved in favor of the proposed indemnified parties and without limitation to any applicable immunities to liability of a school district pursuant to the California Government Code or other applicable law or regulation. Similarly, the City, its Directors, Officers, employees, agents and volunteers are intended and expected to receive the broadest defense and indemnity protection available under the law with any doubts resolved in favor of the proposed indemnified parties and without limitation to any applicable immunities to liability of a school district pursuant to the California Government Code or other applicable law or regulation.

#### 6. Insurance

Each party shall bear the cost of insuring against its respective risks and shall each bear the cost of defending itself against Claims arising from those risks.

To the extent each Party (the City and District) have indemnifiable liabilities (see Section 5 of this Agreement, above), each shall name the other, the other's Directors, Officers, employees, agents and volunteers as additional insureds under their commercial general liability insurance or coverage agreement(s), subject to a minimum limit of liability of \$1,000,000 per

occurrence, and further subject to a 60-day notice before such insurance or coverage is cancelled, terminated or altered. Such insurance shall include coverage for injuries to athletic participants.

Each Party's insurance shall be primary for claims related to their own areas of financial liability as specified in Section 5, above, of this agreement.

The City hereby grants a waiver of subrogation to the District which any insurer of the City may acquire against the District due to any payment of a loss under its insurance. The City shall obtain any endorsement necessary to give effect to this waiver of subrogation however in the event such endorsement is not received, this provision shall apply nonetheless.

The District hereby grants a waiver of subrogation to the City which any insurer of the District may acquire against the City due to any payment of a loss under its insurance. The City shall obtain any endorsement necessary to give effect to this waiver of subrogation however in the event such endorsement is not received, this provision shall apply nonetheless.

Each Party shall furnish the other with copies of their Certificates of Insurance including all amendatory endorsements and evidence of Participant Accident Insurance or copies of the applicable policy language effective coverage required by this Section.

#### 7. Termination

This Agreement may be terminated with 3 days advance notice due to City's discontinuance of the activities contemplated by this Agreement, the District's need to modify or negate the use of the facilities in order to carry out its required or offered educational or recreational activities, due to impossibility or impracticability caused by any actual or planned change, modification or repair to the Facilities or to circumstances affecting the safety or health of anticipated users of the Facilities. Advance notice shall not be required in exigent circumstances involving health and safety reasons.

#### 8. Conditions Precedent to Performance

The Parties obligations to perform any and all covenants contained in Paragraphs 1-6 (above) arise only upon the following conditions precedent being met:

- (a) the Agreement must be ratified by the City Council of the City of Willows
- (b) the Agreement must be ratified by the Board of the Willows Unified School District
- (c) funds sufficient to cover the costs for the use fees and the City expenditures (estimated to total \$20,000 and pledged by "Friends of the Willows City Pool") in their proposal to City Council on June 22, 2021 must be deposited in the City's pool fund account

#### 8. Miscellaneous Provisions

(a) Severability: Each provision of this Agreement shall be interpreted in a manner giving meaning and purpose to each term and provision and to the fullest extent possible, rendering the Agreement as a whole valid and effective. If any provision of this Agreement is deemed invalid, all the remaining provisions shall remain effective.

(b) Governing Law: This Agreement shall be interpreted in accordance with the laws and regulations of the State of California.

(c) Entire Agreement: This is a fully integrated document, containing the entirety of the Parties agreements.

(d) Changes in Writing Only: Any changes to this agreement must be made in a writing signed by all Parties, no oral modification or changes in course of conduct shall be sufficient to alter or change the terms of this Agreement.

(e) Waiver: The waiver of any term or condition of this Agreement by either party shall not be deemed to be a waiver of any future obligations.

(EXECUTION ON SEPARATE PAGE)



## **Willows City Council Meeting, June 22, 2021**

### **Proposal for July 2021 Public Swimming**

Presented by the Friends of the Willows City Pool

Jeffrey Fleck, Deana Fleming, Sharon Ponciano, Allyson Smith

#### **Introduction**

As word spread that the **Willows City Pool would not be open again this year**, many members of the community have expressed their desire to do something.

We have researched solutions by seeking information from the public at large, Willows City Council, City Manager, Recreation Director, Public Works, Certified Lifeguard Trainer, Lifeguards with experience at the Willows City Pool and other local public pools, County Environmental Health, Willows High School Principal and Superintendent, as well as City Manager and Recreation Director from other local small cities.

#### **Findings:**

##### **Reasons to Re-open the Willows City Pool**

1. Essential cool down place for our children and families.
2. Recreation for all ages.
3. After a long year of COVID restrictions- physical exercise, socialization and device-free activities are especially needed.
4. Jobs for lifeguards, management and maintenance.
5. In addition to open swim times, the pool programs have provided water safety training, swimming lessons, water aerobics and a home to swimming and diving teams.
6. A joint effort of City Government, City Council and Community Members could be a welcomed show of community spirit for the benefit of many.
7. If opened and maintained, the sludge currently in the pool would not be an eyesore alongside our tennis courts and parks.
8. If cleaned and made operational now instead of going a third winter unmaintained; we would avoid ongoing and increasing risk to the deterioration of the pool pump and other equipment.

##### **Obstacles to reopening the City Pool as stated by Willows City Council**

1. No funds available in the City Budget to pay for operations of the pool, including initial major cleaning, maintenance and staffing.
2. Shortage of City Employees to make the pool operational, and provide maintenance and management.
3. Lifeguards would need to be recruited and trained.

#### **Advantages of Short Term Use of the Willows High School Pool**

1. The High School Pool is already up and running, requiring fewer resources for cleaning and maintenance.
2. Less donations needed to support the staffing for swimming this summer.
3. Addresses 1-6 of **Reasons to Re-open the Willows City Pool**

#### **Disadvantages of Public Swimming at the High School Pool**

1. Changing rooms, bathrooms and showers are in the locker rooms and unavailable to the public.
2. There is no baby pool (wading pool) for very young children and their parents

#### **Additional Findings:**

1. There is a Red Cross Certified Lifeguard Trainer in Glenn County who already knows of available lifeguards in Willows.
2. Lifeguards employed by other city recreation departments are interested in additional shifts and willing to come to Willows.
3. Far fewer lifeguards will be needed for this time-limited schedule, "2 minimum, 4 max."
4. Administrators at the Willows High School and Willows Unified School district have been responsive to the public need and offered 20 days of public use contingent upon cooperation with the City of Willows for administrative needs and successful fundraising.
5. Porta Potties and a sanitation station are being offered as a donation if the 20 days of swimming at the HS Pool is approved.
6. Labor also donated for a temporary outdoor shower at the high school pool.

7. Overwhelming affection has been expressed by the Public for the Willows City Pool. There is also much enthusiasm to contribute to support public swimming stemming from fond memories of swimming at the Willows City Pool and/ or simply caring about the greater good of our community.

## **PROPOSAL**

### **PHASE 1**

1. **June 22, 2021- Request City Council action to approve a fundraising campaign to fund 20 days of public swimming at the Willows High School Pool as agreed upon by the City Manager and the Superintendent of the Willows Unified School District.**

**Goal- \$17,910**

4 Lifeguards- \$8,000

Manager of lifeguards and pool scheduling- \$1,600

Pool chemicals- \$4,000

Maintenance labor- \$2,400

Temporary outdoor shower- \$60

Changing tents- \$700

Porta-potties and sanitation station (donation)

First Aid Supplies \$150

Livescan fees- \$500 (lifeguards 18 and over)

Provisional expenses \$500

2. Continue research of Willows City Pool costs for cleaning, operationalizing, and maintenance.

### **PHASE 2**

June 23 to 27- Raise \$17,910 -\$35,000 through a 5-day fundraising blitz utilizing GOFUNDME to be deposited in the Willows City Pool account as well as direct donations to the Willows City Pool.

June 23 through 27- Recruit Lifeguards and manager.

June 27 through 29- Secure contracts and City Training for Lifeguards and Manager.

July 5 to 30- Open HS Pool for public swimming, Monday through Friday, 1-5pm.

### **PHASE 3**

Funds raised above the needed \$17,910... Will be utilized for the cleaning and maintenance of the Willows City Pool.

## EXHIBIT A – Past Funding Analysis

<b>Community Donations 2019-2020</b>		
	<b>2019</b>	<b>2020</b>
	(2/15/19 to 8/16/19)	(~2/20 to 5/20)
Number of businesses and individual donations (<\$350 level)	55	36
Amount Raised	\$3,245	\$4,253
Number of daily pool sponsors (≥\$350 level)	25	12
Amount Raised	\$12,600	\$4,000
<b>Total</b>	<b>\$15,845</b>	<b>\$8,253</b>

In 2019, a total of 80 individuals and businesses donated over \$15,000 to the Willows Community Pool fund, with donations ranging from \$20-\$2,500. The daily pool sponsorships resulted in 35 free swim days for the 2019 pool season. In 2020, individuals and businesses continued to donate over \$8,000 to the pool fund, where donations ranged from \$10 to \$500.

## Funds needed for July 2021 FREE Public Swim

**TOTAL- \$20,000**

5 Lifeguards- \$10,120  
(5 guards 4 hrs/day with time added for open/close.)

Lifeguard First Aid Supplies \$140

3 Pop-up shade tents- 1 for lifeguards only, 2 for public use \$450

2 Lifeguard umbrellas \$150

2 Temporary outdoor shower-  
\$120 for parts (donation of installation labor)

4 Changing tents- \$200

Porta-potties and sanitation station (donation)

**Pool chemicals- \$4,000**

**Maintenance labor- \$2,000**

**Utilities- \$1000**

**Extra set-up breakdown line accrued by Hydro-Jet \$75 X4 = \$300**

\$1,520 Provisional funds

**\*costs accrued by WUSD**

**\*costs accrued by Hydro-Jet**