

# Stanwood Camano School District

TO: BOARD OF DIRECTORS  
FROM: STEVE LIDGARD, EXECUTIVE DIRECTOR – BUSINESS SERVICES *SL*  
SUBJECT: YMCA POOL AGREEMENT  
DATE: SEPTEMBER 5, 2017  
TYPE: ACTION NEEDED

Attached is the YMCA pool use agreement for FY 2017-2018 Stanwood High School swim season. The agreement allows the district to use the Stanwood YMCA pool facility.

The change from the 2016-2017 agreement to this year is an increase in the hourly lap fee from \$13.00 to \$14.00 per lap hour. Normally the team uses six lanes for a two-hour practice session for a total daily cost of \$168. The aquatics director at the YMCA explained the increase was necessary to keep up with rising costs, including an increase in the state minimum wage.

Students will be expected to provide their own transportation to the YMCA facility.

#### Recommendation:

We recommend the board move to approve the attached Stanwood YMCA pool use agreement for the 2017-2018 school year.

**Working agreement between the YMCA – Stanwood-Camano and the Stanwood-Camano School District for swimming pool use for the Stanwood High School Boys/Girls JV/Varsity Swim Team.**

THIS USE AGREEMENT (“Agreement”) dated August 12, 2017, is made by and among YMCA of SNOHOMISH COUNTY- Stanwood-Camano, a Washington nonprofit corporation (“YMCA”) and STANWOOD-CAMANO SCHOOL DISTRICT, a Washington municipal corporation (“the District”), and regards swimming pool use by the Stanwood High School Boys’ and Girls’ Swim Teams.

**1. Use**

The YMCA will provide access to the swimming pool and related facilities, excluding towel service, for use by the Stanwood High School Boys/Girls JV/Varsity Swim Team during the term of this Agreement, which usage is expected to occur from August 21, 2017 through February 17, 2018

A. The use planned for August through November 2017 will occur pursuant to the schedule provided to the YMCA. Exclusive pool use will occur from 2:30 p.m. – 4:30 p.m. Use occurring December 2017 through February 2018 will be determined at a later date, but would be anticipated to occur on a similar day and time schedule as per the fall schedule. When the final regional swim season schedule is released by the WIAA, a schedule for YMCA approval will be prepared by the district.

B. Swim team members will be responsible for set up and removal of lap lane lines.

C. Water chemistry, water temperature, and other components of the facility and structure will be maintained by the YMCA at levels consistent with industry and safety standards.

D. The YMCA will provide lifeguards. The YMCA ratio is 1 lifeguard to 25 participants. This district is responsible for the supervision of its athletes, including monitoring in the locker rooms. Participants are not permitted engage in underwater breath holding at any time.

E. All swim team participants must provide their own towels. Locker room use is allowed, assuming all YMCA member guidelines are followed and locker room is left in same or better condition. The YMCA will provide the coach/district with comprehensive list of member guidelines/expectations.

F. The coach/District will provide the YMCA with a final practice schedule at least 2 weeks prior to their initial scheduled usage and will alert the YMCA within 24 hours if they are not going to use the pool during regularly scheduled time.

## **2. Indemnification / Hold Harmless**

The District shall defend, indemnify and hold the YMCA, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the District's use of the YMCA facilities, except for injuries and damages caused by the negligence of the YMCA.

## **3. Insurance**

The District shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the use of YMCA facilities by the District, their officers, representatives, employees, or volunteers.

The District shall provide evidence of insurance as follows:

Commercial General Liability insurance written on an occurrence basis with limits no less than \$1,000,000 combined single limit per occurrence for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations; broad form property damage; explosion, collapse and underground (XCU) if applicable; and employer's liability; and,

The District shall be given thirty (30) days prior written notice of any cancellation, suspension or material change in coverage. The District will complete a YMCA Facility Use Agreement.

## **4. Termination**

Either party may cancel this agreement upon 30 days notice if the program is not satisfactory after reasonable attempts have been made to resolve the problem(s).

## **5. Fee for Use**

The district shall pay \$14.00 per lap per hour based on the Swim schedule. Swim meets will be charged \$125 per hour. Total amount of contract TBD based on confirmation of use. The YMCA will provide invoices on a monthly basis. The district agrees to pay invoices within 30 days of receipt.

## **6. Duration**

This agreement is effective immediately and remains in effect until cancelled per paragraph 4 above.

**7. Notice**

All notices shall be provided to the persons and addresses listed below.

Stanwood-Camano School District No. 401

YMCA of Snohomish County

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Steve Lidgard

By: \_\_\_\_\_  
Scott Washburn

Title: Executive Director-Business Svcs.

Title: President and CEO

Notice addresses:

If to District:

Steve Lidgard  
Executive Director – Business Services  
26920 Pioneer Highway  
Stanwood, WA 98292-9548

If to YMCA:

YMCA of Snohomish County  
Stanwood-Camano YMCA  
Joshua Gottas, Aquatics Director  
7213 267<sup>th</sup> ST NW  
Stanwood, WA 98292-8080