



TO : BOARD OF DIRECTORS
FROM : GARY PLATT, EXECUTIVE DIRECTOR – BUSINESS SERVICES
SUBJECT : RENEWAL OF MARYSVILLE YMCA POOL RENTAL AGREEMENT
DATE : SEPTEMBER 4, 2012
TYPE : ACTION NEEDED

Attached is the contract with the Marysville YMCA for the use of the swimming pool for the Stanwood High School Swim Team. Other than the revised dates, pool rental cost per day is the same rate at last year's contract.

The schedule of dates that is attached to the contract is only for the girl's season. The schedule of dates for the boy's season will be submitted to the YMCA when the league finalizes it.

Recommendation:

We recommend the board **move to approve the agreement with the Marysville YMCA for the 2012-13 swim season.**

Working agreement between the YMCA of Snohomish County – Marysville/North County Branch 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 28, 2012, is made by and among YMCA of Snohomish County, 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 Marysville Branch YMCA 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 20, 2012 through February 2013.

A. The use planned for August through November 2012 will occur pursuant to the schedule shown on Exhibit A, attached. Up to four lanes will be provided from 2:00 – 4:00 p.m. starting August 20 – August 31, 2012. Starting September 4, 2012, exclusive pool use will occur from 3:00 p.m. – 4:00 p.m. and up to three lanes will be available for use 4:00 p.m. – 4:30 p.m. on said days. Use occurring December 2012 through February 2013 will be determined at a later date, but would be anticipated to occur on a similar day and time schedule as per Exhibit A. Exhibit A to be attached 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. If over 50 participants, the District will be responsible for additional lifeguards at \$20 per hour. The District is responsible for the supervision of its athletes at all times. Participants are not permitted to dive or 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 a comprehensive list of member guidelines/expectations. (Exhibit B).

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 \$80 per day based on the schedule shown on Exhibit A. 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 through November 30, 2012 at which time it shall be reviewed and, upon mutual agreement of the parties, extended to include the boys winter swim season.

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: 8/29/12

By: _____

By:  _____

Scott Washburn

Title: _____

Title: President and CEO

Notice addresses:

If to District:

Gary Platt, CPA
Executive Director – Business Services
26920 Pioneer Highway
Stanwood, WA 98292-9548

If to YMCA:

YMCA of Snohomish County
Marysville/N. County Family Branch
Mary Bredereck, Executive Director
6420 60th Drive N.E.
Marysville, WA 98270