


Stanwood Camano School District

TO : BOARD OF DIRECTORS
FROM : GARY PLATT, EXECUTIVE DIRECTOR – BUSINESS SERVICES 
SUBJECT : YMCA POOL USE AGREEMENT
DATE : AUGUST 2, 2016
TYPE : ACTION NEEDED

Attached is the YMCA pool use agreement for FY 2016-17 Stanwood High School swim season. The agreement allows the district to use the Stanwood YMCA pool facility. Other than the dates and pool location, the contract terms are the same as in prior years. The fee was previously based on \$80 per use which included a two-hour practice session using 6 lanes for one hour and three lanes for the second hour. The new agreement is based on \$13 per hour per lane. Normally the team uses six lanes for a two-hour practice session for a total daily cost of \$156. 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 2016-17 school year.**

**SWIMMING POOL USE AGREEMENT BETWEEN
YMCA OF SNOHOMISH COUNTY AND STANWOOD-CAMANO SCHOOL DIST.**

THIS USE AGREEMENT (“Agreement”) dated June 27, 2016, 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 22, 2016 through February 17, 2017. Due to branch construction August 22, 2016 through September 2, 2016 may occur at an alternate location.

A. The use planned for August through November 2016 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 2016 through February 2017 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 \$13.00 per lane 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: _____

By: _____

Gary Platt

Scott Washburn

Title: Executive Director-Business Svcs.

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
Stanwood-Camano YMCA
Joshua Gattas, Senior Aquatics Director
7213 267th ST NW
Stanwood, WA 98292-8080