




TO: BOARD OF DIRECTORS  
FROM:  STEVE LIDGARD, EXECUTIVE DIRECTOR – BUSINESS SERVICES  
SUBJECT: YMCA POOL AGREEMENT AMENDED  
DATE: FEBRUARY 16, 2021  
TYPE: ACTION NEEDED

Attached is the amended YMCA pool use agreement for FY 2020-2021 Stanwood High School swim seasons. The original agreement was on the consent agenda on the July 7, 2020 school board meeting.

The YMCA asked to amend the original agreement to reflect changes due to pandemic protocols and the dates of the original agreement changing. The attached copy has underlined the phrasing and inclusions that are new and amended in the agreement.

Recommendation:

We recommend the board move to approve the attached Amended Stanwood YMCA pool use agreement for the 2020-2021 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 for the 2020-2021 seasons.**

THIS AMENDED USE AGREEMENT ("Agreement") is made necessary by the current pandemic that has affected and delayed the start of public school sports seasons. This subsequent and amended Agreement dated January 15, 2021, 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 for the 2020-2021 school year.

**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 January 25, 2021 through the final day of the school year in June, 2021.

A. The use planned for team practices January-June, 2021 will occur pursuant to the schedule provided to the YMCA. Exclusive use of designated lanes in the Y pool will occur for a max. of two-hour increments. When the final regional swim season meet schedule is released by the WIAA, the schedule will be submitted to YMCA for final approval.

B. Swim team members will be responsible for set up and removal of lap lane lines. All swimmers, coaches, and other district guests will be required to wear masks and maintain social distancing when using the YMCA facilities unless they are actively swimming.

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. The district is responsible for the supervision of its athletes, including monitoring in the locker rooms. Participants are not permitted to engage in underwater breath holding at any time.

E. The YMCA spa is not available for team use, except under the direction of the coach.

F. 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/protocols required and regulated by the Health Department during the pandemic.

G. The YMCA will provide storage for school district chairs and tables to be used during swim meets. Swim meet preparation, including set-up and take down of all equipment and furnishings, will be the responsibility of the school district.

H. 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 \$16.00 per lap per hour based on the swim schedule. Swim meets will be charged \$150 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.

**YMCA of Snohomish:**

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

By: \_\_\_\_\_

Peyton Tune  
President & CEO, YMCA of Snohomish County

**Stanwood-Camano School District No. 401:**

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

By: \_\_\_\_\_

Steve Lidgard  
Executive Director of Business Services

**Notice addresses:**

If to YMCA:

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

If to District:

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