Stanwood Camano School District

TO:	BOARD OF DIRECTORS
FROM:	STEVE LIDGARD, EXECUTIVE DIRECTOR – BUSINESS SERVICES
SUBJECT:	YMCA POOL AGREEMENT
DATE:	September 17, 2019
TYPE:	ACTION NEEDED

Attached is the YMCA pool use agreement for FY 2019-2020 Stanwood High School swim seasons. The agreement allows the district to use the Stanwood YMCA pool facility.

There are no fee changes from the 2018-2019 agreement to this year. The hourly lap fee is $15.00 per lap hour. Normally the team uses six lanes for a two-hour practice session for a total daily cost of $180.00. The charge for the swim meets will remain at the current $135.00 per hour.

Recommendation:

We recommend the board *move to approve the attached Stanwood YMCA pool use agreement for the 2019-2020 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 20, 2019, 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 26, 2019 through February, 2020.

A. The use planned for August through November 2019 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 2019 through February 2020 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. 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.

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 $15.00 per lap per hour based on the swim schedule. Swim meets will be charged $135 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:_____

Scott Washburn
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 267th ST NW
Stanwood, WA 98292-8080

If to District:

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