



Contact:

Ruth Floyd, Executive Director of Business Services
Stanwood-Camano School District
26920 Pioneer Highway, Stanwood, WA 98292
360-629-1200
rfloyd@stanwood.wednet.edu

TO: Board of Directors

FROM: Ruth Floyd, Executive Director of Business Services

SUBJECT: YMCA Swimming Pool Use Agreement

DATE: August 6, 2024

TYPE: Action Required

Attached is an agreement with YMCA of Snohomish County: Stanwood-Camano Branch (YMCA) for the use of their swimming pool for the 2024-25 school year. The agreement allows the Stanwood High School swim teams to use the pool facility during their respective seasons.

The agreement includes a fee increase of 80 cents to \$17.80 per lap lane per hour. Typically the team uses six lanes for a two-hour practice session with a total daily cost of \$213.60. The charge for swim meets will increase \$20 to \$170.00 per hour, including 30 minutes before and after the meet.

Recommendation: It is recommended that the Board approve the attached agreement with YMCA of Snohomish County: Stanwood-Camano Branch for pool use during the 2024-25 school year.

Every student is empowered to learn in an inclusive setting
and is prepared for the future of their choice

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Memorandum of Understanding ("Agreement")

THIS Agreement is made by and among YMCA OF SNOHOMISH COUNTY: STANWOOD-CAMANO YMCA BRANCH ("YMCA"), a Washington nonprofit corporation, and STANWOOD-CAMANO SCHOOL DISTRICT ("the District"), a Washington municipal corporation), regarding swimming pool use at the YMCA by the Stanwood High School Girls' and Boys' Swim Teams for the 2024-2025 school year.

1. Use

The YMCA will provide access to the swimming pool and related facilities, 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 Aug 26, 2024 through March 1, 2025.

A. The use planned for team practices August, 2024 - March, 2025 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 unless previously arranged with the Y Aquatics Director. When the final regional swim season meet schedule is released by the WIAA, the schedule will be submitted to YMCA for the final approval of all pool usage needs for "home" swim meets.

B. Swim team members will be responsible for set up and removal of lap lane lines, and other equipment utilized in practices or swim meets.

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 and regulations prescribed by the County Health Department.

D. The YMCA will provide lifeguards for all practices and swim meets. The district is responsible for the supervision of its athletes, including monitoring in the locker rooms. Please note, student-athletes are not permitted to engage in "underwater breath holding" at any time in the Y pools. This practice is prohibited by all swimmers in the Y pools.

E. The YMCA spa is not available for team use, except at the discretion and under the direction of the Swim Team Coach and YMCA Aquatics Director.

F. All swim team participants must provide their own towels and swimming apparel/equipment. Locker room use is allowed, assuming all YMCA member guidelines are followed and locker room is left in good condition following use by the teams. The YMCA will provide the coach/district with a comprehensive list of member guidelines/expectations/protocols required and regulated by the County Health Department upon request.

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. YMCA will alert the Coach and the District within 12-24 hours to any mechanical issues that prevent pool usage for regularly scheduled practices and/or meets. YMCA will do all it can to restore the pool to working order as soon as possible.

I. The Coach/District will provide the YMCA with a final practice schedule at least 2 weeks prior to their initial scheduled usage.

J. The Coach (or Athletic Director) will alert the YMCA with a 24-hour or more notice if there is a change (shortening or cancelling times) to the submitted schedule. (Exceptions to this 24-hour notice will be allowed for inclement weather closures of the District buildings.)

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 YMCA, its officers, officials, employees or volunteers.

The YMCA shall defend, indemnify and hold the District, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, caused by the YMCA, its officers, officials, employees, or volunteers.

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 **\$17.80 per lap lane per hour during the 2024-2025 academic year**. All **Swim meets will be charged at a flat rate of \$170 per hour**. Total amount of charges for meets is TBD based on actual time use of facility space including 30 minutes prior to the meet and up to 30 minutes following the meet.

The YMCA will provide invoices for pool use rent twice per "sports season" to the District business office (four invoices in total, annually.) One invoice will be issued at the approximate season midpoint of each season (girls on or about October 1, and boys on or about January 15) and the second invoice at the conclusion of each season). The district agrees to make payments within 30 days of receipt of each invoice.

6. Duration

This agreement is effective after it is signed and dated by the designated signatories and remains in effect until cancelled per paragraph 4 above.

7. Notice

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

Revised: July 15, 2024

YMCA of Snohomish County:

Date: _____

By: _____

Patsy Cudaback
Chief Operating Officer, YMCA of Snohomish County

Stanwood-Camano School District, No. 401:

Date: _____

By: _____

Deborah Rumbaugh
Superintendent, Stanwood Camano School District

Notice addresses:

If to YMCA:

Dan Powell, Executive Director
Stanwood-Camano YMCA
7213 267th ST NW
Stanwood, WA 98292-8080

If to District:

Ruth Floyd, Executive Director – Business Services
Stanwood-Camano School District
26920 Pioneer Highway
Stanwood, WA 98292-9548