

# Stanwood Camano School District

TO: BOARD OF DIRECTORS 

FROM: STEVE LIDGARD, EXECUTIVE DIRECTOR – BUSINESS SERVICES

SUBJECT: YMCA POOL AGREEMENT

DATE: AUGUST 3, 2021

TYPE: ACTION NEEDED

Attached is the YMCA pool usage agreement for FY 2021-2022 Stanwood High School swim seasons. The agreement allows the district to use the Stanwood YMCA pool facility.

There are no fee changes from the 2020-2021 agreement to this year. The hourly lap fee will be \$16.00 per lap hour. Normally the team uses six lanes for a two-hour practice session for a total daily cost of \$192.00. The charge for the swim meets will remain at \$150.00 per hour.

Recommendation:

We recommend the board *move to approve the attached Stanwood YMCA pool use agreement for the 2021-2022 school year.*

## **Pool Usage Agreement**

**between the YMCA of Snohomish County – Stanwood-Camano Branch and the Stanwood-Camano School District for swimming pool use for the Stanwood High School Boys/Girls JV/Varsity Swim Teams.**

THIS USE AGREEMENT ("Agreement") dated July 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 2021-2022 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 August 23, 2021 through February 28, 2022.

- A. The use planned for August through November, 2021 will occur pursuant to the schedule provided to the YMCA. Exclusive use of the lap swimming pool will occur from 2:30 p.m. – 4:30 p.m. Use occurring December 2021 through February 2022 will be determined at a later date, but would be anticipated to occur on a similar day and time schedule (two hours/day) as per the fall schedule.
- B. When the final regional swim season schedule is released by the WIAA, a schedule (of the teams home meets) will be shared by the district with the YMCA for approval of those particular days and times for swim meets.
- 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. If the pool is not safe to enter the Y will notify the district/coaches.
- 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 the 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 \$16.00 per lap lane per hour based on the swim schedule. Swim meets hosted at the YMCA will be charged \$150 per hour. Total amount of contract TBD based on confirmation of actual usage. 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 on the signature page below.

**POOL USAGE AGREEMENT, YMCA of Snohomish County and Stanwood Camano School District**

Signature Page

**YMCA of Snohomish:**

Date: 7/20/21

By: 

Peyton Tune  
President & CEO, YMCA of Snohomish County

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

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

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

Deborah Rumbaugh  
Superintendent, Stanwood Camano School Dist

**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