



TO: Board of Directors

FROM: Ruth Floyd, Executive Director - Business Services

SUBJECT: YMCA Pool Use Agreement

DATE: August 16, 2022

TYPE: Action Required

Attached is the YMCA of Snohomish County swimming pool use agreement for the 2022-23 school year. The agreement allows the Stanwood High School swim teams to use the Stanwood-Camano YMCA pool facility during their respective seasons.

The agreement includes a fee increase of 50 cents to \$16.50 per lap lane per hour. Normally the team uses six lanes for a two-hour practice session for a total daily cost of \$198.00. The charge for swim meets will remain the same at \$150.00 per hour.

Recommendation: It is recommended that the Board approve the attached YMCA of Snohomish County pool use agreement for the 2022-23 school year.

**Memorandum of Understanding (“Agreement”)
between the YMCA – Stanwood-Camano and the Stanwood-Camano School
District for swimming pool use by the Stanwood High School Boys/Girls
Varsity/JV Swim Teams for the 2022-2023 seasons.**

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), and regards swimming pool use at the YMCA facility by the Stanwood High School Girls’ and Boys’ Swim Teams for the 2022-2023 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 22, 2022 through March 1, 2023.

- A. The use planned for team practices August, 2022 - February, 2023 will occur pursuant to the schedule provided to the YMCA. Exclusive use of designated lanes in the YMCA pool will occur for a maximum 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 of pool usage needs.
- 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 YMCA pools. This practice is prohibited by all.
- E. The YMCA spa is not available for team use, except at the discretion and 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 condition following use. The YMCA will provide the coach/district with a comprehensive list of member guidelines/expectations/protocols required and regulated by the County Health Department.
- 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 with 24 hours’ notice if they are not going to use the pool during regularly scheduled time(s).

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. Fees for Use

The District shall pay \$16.50 per lap lane per hour. Swim meets will be charged at a flat rate of \$150 per hour. Total amount of charges is TBD based on actual use. The YMCA will provide invoices twice per each season to the District business office; four invoices total for the boys and girls swim seasons - one invoice will be issued at the approx. season midpoint for each season (girls on Sept 30, 2022 and boys on January 13, 2023) and the second invoice at the conclusion of each season. 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 County:

Date: _____

By: _____

Peyton Tune
President & CEO, YMCA of Snohomish County

Stanwood-Camano School District No. 401:

Date: _____

By: _____

Deborah Rumbaugh
Superintendent

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:

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