

AGREEMENT FOR POOL USE

THIS AGREEMENT (“Agreement”) made and entered into on the date of the last signature set forth below, by and between the TUMWATER SCHOOL DISTRICT (“District”), a municipal corporation, and the CITY OF LACEY (“City”), a municipal corporation, WITNESSETH.

RECITALS

WHEREAS, the City has entered into an agreement with North Thurston Public Schools, for operation of the swimming pools and associated facilities; and

WHEREAS, the District is in need of facilities for the use of its swimming team during the school year and pursuant to its contract with North Thurston Public Schools, the City can make available River Ridge High School pool and/or such other facilities as mutually agreed to by the City, North Thurston Public Schools and the Tumwater School District and associated facilities for such use.

NOW, THEREFORE, it is hereby agreed between the parties as follows:

1. PREMISES: The City hereby authorizes use of River Ridge High School pool and associated facilities, located at 350 River Ridge Drive SE, Lacey, WA 98513. Due to unforeseen circumstances or a maintenance closure, alternative facility use will be coordinated based on availability.
2. FEE: The fee to be paid by the District during the term of this agreement shall be \$16,290 per year. Payment shall be made to the City prior to December 31 of each year.
3. PERMITTED USES: The premises shall be used by Black Hills and Tumwater High Schools for the Girls Swim and Dive team practice, training and competitive swim meets at times as detailed in the schedule in section 5. The District shall comply with all applicable laws, regulations, and ordinances. A District employee or coach with a qualifying certification outlined in WAC 246-260-99901 shall be present at all times when the facility is in use. The District shall be responsible for all persons’ compliance with North Thurston Public School rules during the use of the facilities. The City will accommodate and coordinate the District use of the pool during the month of August of each year.
4. TERM: This Agreement shall commence on the 1st day of September, 2020, and shall permit the District to use River Ridge High School Pool through 31st day of August, 2024. Although the term of this agreement is for four years, should either the District or the City of Lacey unexpectedly lose revenue, the

parties shall negotiate such modification of this agreement as may be necessary. Further, this agreement may be extended beyond its term, however, any such extension shall only be after an opportunity is afforded to both of the parties to negotiate the amount of the yearly payment described in section 2.

If the swim season is cancelled completely the district will not pay the rental fee. If the swim season is cancelled partially through the season, a pro-rated fee will be paid based on a percentage of the season completed.

5. SCHEDULE: The district will have use of River Ridge High School pool during the girls swim season. The schedule will be adjusted to follow the season as outlined by Washington Interscholastic Activities Association (WIAA). The district will have use of the pools during school holidays at the times listed below or alternate times coordinated by the City and teams. All other time is designated for City use however, if available, the City will accommodate additional use for the high school teams such as weekends and summer pre-season practices.

Normal District Practice Schedule*

*Exceptions for swim meets ending by 6:30pm

River Ridge High School Pool Swim Season Practice

Monday-Friday

2:30-4:30pm River Ridge High School Swim Team Use

4:30-6:30pm Tumwater and Black Hills Swim Team Use

If a pool is closed during the swim season, an alternate district pool will be made available to the displaced team however practice time will be reduced to 90 minutes to accommodate all teams and community users. The City will determine the alternate pool based on the availability and least disruption to other users. If a pool closure is for an extended amount of time the City and North Thurston Public Schools athletic director will coordinate with the City to adjust the schedule.

Example:

Pool Closure Practice Schedule (location to be determined by City)

2:15-3:45pm Normal NTPS Team Use

3:45-5:15pm Displaced NTPS Team Use

5:15-6:45pm Tumwater District Use

6:45-9:45pm City Use

6. INSURANCE: The District agrees to furnish the City with a Certificate of Insurance evidencing General Liability Coverage. The Certificate shall indicate limits no less than One Million and No/100 Dollars (\$1,000,000.00)

combined single limit per occurrence for bodily injury, personal injury, and property damage, and those policies where aggregates are applicable, a Two Million and No/100 Dollar (\$2,000,000.00) aggregate limit. The insurance policy must provide coverage of the City and North Thurston Public Schools against all liabilities that might arise from the District use of the property. The insurance requirements of this paragraph can be fulfilled by a commitment letter issued on behalf of the District's insurance and such commitment shall include not only the City, North Thurston Public Schools, but also its officials, employees, volunteers and agents as additional insureds.

6. INDEMNIFICATION: The District releases and shall defend, indemnify, and hold harmless the City and North Thurston Public Schools, officers, officials and employees, from any and all claims, demands, suits, penalties, losses, damages, judgments, attorney's fees and/or costs of any kind whatsoever arising out of or in any way resulting from the acts or omissions of the District or in connection with the use of that portion of the property which forms the subject matter of this Agreement. The District shall not be required to indemnify the City and North Thurston Public Schools, officers, officials, and employees, against any liability for damage arising out of bodily injury or property damages caused by, or resulting from the sole negligence of the City or North Thurston Public Schools.
7. AUTHORITY: The City and the District each represent and warrant such party has the respective power and authority, and is duly authorized to execute, deliver and perform its obligations under the Agreement.
8. DISPUTES: This Agreement shall be performed under the laws of the State of Washington. Any litigation to enforce this Agreement or any of its provisions shall be brought in Thurston County.
9. NONDISCRIMINATION: During the effective term of this Agreement, neither party shall discriminate in employment, use of facilities, provision of service, or any other activity against any persons on grounds of race, color, creed, sensory, mental or physical handicap, age or sex.
10. CONDITION: Premises shall be left in clean, useable condition, free of litter and clothing after each use. The District shall report any necessary maintenance promptly to the City.

11. NOTICE: Any notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given when sent by mail if sent to the respective address of each party.

The City's address for purposes of any notice provided for or concerning this Agreement is as follows:

CITY: City of Lacey
Jenny Wilson
Recreation Supervisor
420 College St. SE
Lacey, WA 98503

District's address for purposes of any notice provided for or concerning this Agreement is as follows:

DISTRICT: Tumwater School District
Shawn Batstone
Assistant Superintendent
621 Linwood Ave SW
Tumwater, WA 98512

CITY OF LACEY

By: 
City Manager, Scott Spence

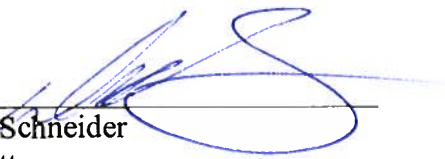
Date: 8/27/2020

TUMWATER SCHOOL DISTRICT

By: 
Superintendent/Designee

Date: 6/16/2020

Approved as to form:


David Schneider
City Attorney