

2017 MEMORANDUM OF UNDERSTANDING

Between the
Vashon Park District and the Vashon Seals Swim Team

“Pool Fall-Winter-Spring Schedule/Dome Agreement”

The parties to this agreement are the Vashon Park District (VPD), which leases and operates an outdoor public swimming pool on Vashon Island from the Vashon Island School District, and the Vashon Seals Swim Team (Seals), a non-profit organization which operates a year round swim team for Vashon youth. Both parties agree that the public pool is an appropriate venue for the Seals’ training and competition, but that its use is limited to summer months, because it is not a year-round facility.

Further, both parties agree that the broader community would benefit greatly from year round swimming. Swimming is an important component of an exercise program benefitting a broad spectrum of the population, including people with disabilities, older citizens, and youth. Training in water safety is especially vital to an Island population. And finally, an indoor facility will offer enhanced recreation opportunities during the winter months.

The Seals have raised money to purchase, construct, and operate a Dome which allows year round use of the pool. While the Seals will benefit directly from increased access to the facility, both parties recognize that the Island population as a whole will benefit from the improvement to the facility.

The Vashon Park District Board of Commissioners has approved the use of the Vashon Outdoor Pool for Fall-Winter-Spring use by the Seals. Seasonally, this will be under the shelter of a “Pool Dome.” This MOU represents an Agreement between the VPD and the Seals outlining Roles, Responsibilities and Obligations of both parties relative to use of the pool for Fall-Winter-Spring and the Dome.

Vashon Seals Swim Team Roles, Responsibilities and Obligations

- 1) The Seals will fund the cost of purchasing a temporary dome structure. The Seals will own the Dome. All construction costs related to the secure placement and erection of the Dome will be funded by the Seals. The Seals will fund all additional costs related to the following, which will be installed and operational prior to the pool opening for the 2017 Fall-Winter-Spring season and after the VPD has accomplished the necessary pre-work:
 - a. Low-flow plumbing retrofits and water meters per attached “Addendum to the LOSS Agreement Between Vashon Island School District and the Vashon Park District regarding the use of the On-site Sewage System.”
 - b. Electrical work, heaters, and modifications necessary for operation of the Dome and in-Dome lighting, to meet current codes and standards.
 - c. Perimeter fencing per attached site drawing titled “Alternate C.”
 - d. Back-up generator.

The Seals will document the work with specific detail surrounding all modifications to serve as an addendum to this agreement.

- 2) The Seals have performed all due diligence in acquiring any and all required permits for the Dome.
- 3) The Dome will be erected on a timeline as agreed upon with VPD and in keeping with the requirements of the King County permit. Erection and takedown will be the responsibility of the Seals with VPD oversight as needed. Any necessary VPD labor will be charged to the Fall-Winter-Spring budget.
- 4) The Seals will be responsible for issues concerning damage, repair, and acts of vandalism whether or not in

concert with VPD-provided insurance coverage requirements when applicable (see VPD Roles, Item 4 below).

- 5) The Seals will be responsible for storage of the Dome and all related storage costs.
- 6) At the end of the Dome's useful life, the Seals will be responsible for removing the Dome and funding all costs related to its disposal.
- 7) The Seals will contribute \$9,375 toward the matching funds for the King County Youth Sport Facility grant to be forwarded to VPD by September 30, 2017.
- 8) The Seals will conduct swim team practices Monday through Friday from 3:00 p.m. – 5:00 p.m., or a similar schedule requested by the Seals and approved by VPD, with the exception of holiday closures or VPD-mandated closures, at a rate of \$85.00 per hour payable to VPD. Seals may use up to five additional pool hours per week (subject to VPD scheduling) at 50% of the Seals hourly rate and will be charged the \$85.00 per hour rate for up to four special, non-routine events throughout the Fall-Winter-Spring season. All other events will be subject to VPD rental rates. VPD will continue to allow Seals first choice of training scheduling at each renewal of this agreement and first choice of training scheduling during the summer season. In acknowledgement of the Seals' partnership in securing the 2017 King County Youth Sport Facility grant, provision of matching grant funds, donated engineering expertise, and complete funding of the Dome and related capital costs, VPD will consider these contributions when annually evaluating the Seals' rental fee relative to the pool's operating costs and in comparison with similar area pool rental fees for "home swim teams," over the life of the Dome.
- 9) In September after Labor Day until the Dome is erected and in the spring after the Dome is taken down, the Seals practices will resume as scheduled outdoors upon an agreed-upon date subject to Summer-season pass-off issues, VPD staffing, etc. VPD will endeavor to minimize impact on Seals year-round training schedule during these times.
- 10) The Seals will set their own registration fees, establish Swim Team eligibility requirements, and register all participants, volunteers and coaches in the Seals Swim Team program. The Seals understand that user load capacity is 49 individuals within the Dome at any one time and will limit practice participants accordingly. The capacity number includes bather load and deck space inside the Dome. The number can be increased with fire marshal approval.
- 11) Adult coaches and volunteers for the Seals must consent to VPD performing a state patrol criminal background check in accordance with RCW 43.43.830-839.
- 12) The Seals 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 Seal's use of the Premises as a swim team, and shall name VPD as an additional insured. The Seals will maintain insurance as required by the agreement, which shall not be construed to limit the liability of the Seals to the policy coverage limits, nor shall VPD's recourse to any remedy available at law or in equity be limited.
The Seals shall provide a certificate of insurance evidencing:
 - a) General Liability insurance including coverage for participant liability with limits of not less than \$1,000,000 per occurrence.
 - b) The insurance policy shall provide, or be endorsed to provide, that the Seal's insurance coverage be the primary insurance as respect to VPD. Any insurance, self-insurance, or other insurance pool coverage maintained by VPD shall be in excess of the Lessee's insurance and shall not contribute with it, except when prohibited by insurance regulations or in the event of a court ruling to the contrary.
 - c) The Seals shall provide a certificate of insurance evidencing the required insurance at the beginning of the term of said insurance, prior to using the Premises.
 - d) Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
- 13) The Seals will be covered under VPD's liability insurance for the volunteer construction projects. The Seals will request contractors hired by the Seals to name VPD as an additional insured in the event of damage to VPD property.
- 14) The Seals understand and agree that if black and grey water effluent volumes transferred from the pool facility to the Vashon Island School District (VISD) septic system exceed Department of Health acceptable limit requirements for an extended period of time, and if the Seals and VPD are unable to quickly bring these volumes to within acceptable limits, the pool will be temporarily shut down pending investigation and repairs/changes. If it is

determined that the effluent volumes cannot be brought into compliance through equipment or procedural changes, the Fall-Winter-Spring programs will be discontinued, the pool will be closed until Summer season, and the Dome will be removed.

- 15) The Seals understand and agree that, after four months of operation from the start of the Fall Season, VPD revenues and operating costs will be calculated and compared with estimates. From that point forward, if at the end of any month, the projected net cost of having the facility open throughout the remainder of the Fall-Winter-Spring season exceeds \$68,750 (25% over the net cost estimate of \$55,000), the pool facility will be closed until the beginning of the regular Summer season, and the Dome will be removed. Such closure and removal will only occur after both VPD and the Seals analyze the reason for the cost overage, and seek remedies via the Pool Committee. All costs, revenues, and usage numbers associated with the pool will be provided by VPD to the Seals in full detail on a monthly basis through-out the Fall-Winter-Spring, and monthly joint meetings will be held regularly.
- 16) When the Dome is taken down each season, the Seals will work with VPD to return the pool facility to operational use without the Dome.
- 17) The Seals understand and agree that VPD reserves the right to close the pool due to concerns about staffing requirements; water quality; air quality; safety; liability; mechanical, electrical, and infrastructure compromise, damage, or failure; or regulatory agency compliance. The Dome enclosure may be removed under those circumstances and at the Seals expense. Such closure will only occur after all reasonable efforts to remedy the problem by both VPD and the Seals are fully explored.

Vashon Park District Roles, Responsibilities and Obligations

- 1) VPD will provide ongoing operations and maintenance of the pool to include Dome construction, erection, and take down inspections for quality control and safety purposes. VPD will manage water quality, air quality, water metering to VISD, mechanical and electrical systems, pool building infrastructure and all other systems, in-pool lighting, and all regulatory agency requirements.
- 2) VPD will provide all necessary staffing.
- 3) VPD will manage all recreation programming for public use and seek to maximize revenues associated with such programming.
- 4) VPD will include the Dome on its Memorandum of Coverage District insurance policy. The Seals will be named as a "loss payee" due to their ownership of the Dome. In the case of damage to the Bubble, all repair options will first be explored with replacement only as a last resort and with due consideration given to the result of the Dome's feasibility of use.
- 5) VPD will provide liability insurance that covers the Seals as VPD volunteers for Dome erection and take-down throughout the life of the Dome in addition to the construction work they will be undertaking (moving the fence, installing the Dome mollies, etc). It is understood that no volunteers will be under the age of 18.
- 6) VPD will provide liability insurance naming the Seals as an additional insured for VPD's use of the Seals-owned Dome for public programming as specific claims would relate to the Seals ownership of the Dome on VPD premises. The Seals would be indemnified due to the sole negligence of VPD while performing activities under the Dome.
- 7) VPD will post community volunteer opportunities for erection and take-down of the Dome.
- 8) VPD will post information and links on the VPD website to the Seals website.
- 9) VPD will provide reduced fee funds (i.e. scholarship assistance) for Seals membership participation in accordance with donations provided for such purpose. Scholarship awards must be approved in advance by VPD administration.
- 10) VPD will invoice at the time reservations are made in 30 day increments. Terms are net 15 days.

Term of MOU: This MOU shall remain in effect for three years from the date of the agreement's execution (except in the event of a levy failure where the agreement would become null and void). Amendments may be requested by either

party at any time. With agreement by both parties, such amendments will become part of the MOU. Sixty (60) days before the end of the three-year term, either party may request that the MOU be opened for discussion of changes. If agreement as to changes cannot be reached by the end of the term of the agreement, then the agreement will terminate. If neither party requests opening of the MOU before sixty days prior to the end of the three-year term, then the MOU will automatically renew.

Indemnity/Hold Harmless. The Seals shall defend, indemnify and hold harmless VPD, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of the use of Premises or from any activity, work or thing done, permitted, or suffered by the Seals in or about the Premises, except only such injury or damage as shall have been occasioned by the sole negligence of VPD.

Both parties enter into this MOU accepting their Roles, Responsibilities and Obligations.

Vashon Seals Swim Team

Vashon Park District

Signature

Print Name

Title

Date
