

# **AGENDA**

## **WILLIAM SHORE MEMORIAL POOL DISTRICT BOARD of COMMISSIONERS**

Clallam County Courthouse, Room 160

Port Angeles, Washington

August 24, 2010 3:00 – 4:00 p.m.

### **COMMISSIONERS**

MICHAEL CHAPMAN, MIKE DOHERTY, PATRICK DOWNIE, GARY HOLMQUIST, CHERIE KIDD

**CALL TO ORDER, PLEDGE OF ALLEGIANCE, ROLL CALL**

**REQUEST FOR MODIFICATIONS/APPROVAL OF AGENDA**

**PUBLIC COMMENT – Agenda Items Only**

### **ACTION ITEMS**

- 1 Minutes of July 27, 2010
- 2 Vouchers for the Period Ending August 24, 2010
- 3 Port Angeles Swim Club Agreement
- 4 Port Angeles School District Agreement
- 5 Executive Director Search Process

### **ITEMS FOR DISCUSSION**

- 6 Financial Committee Update
- 7 Activity Report/Staff Update
- 8 Advisory Committee Update

### **PUBLIC COMMENT**

### **FUTURE AGENDA ITEMS**

### **NEXT MEETING DATE**

The next meeting will be held on September 26, 2010 at 3:00 p.m. in the Clallam County Commissioners Board Room, Room 160.

### **ADJOURNMENT**

# MINUTES

## WILLIAM SHORE MEMORIAL POOL DISTRICT BOARD of COMMISSIONERS

Clallam County Courthouse, Room 160

Port Angeles, Washington

July 27, 2010 3:00 p.m.

8/29/10

### COMMISSIONERS

MICHAEL CHAPMAN, MIKE DOHERTY, PATRICK DOWNIE, GARY HOLMQUIST, CHERIE KIDD

#### CALL TO ORDER, PLEDGE OF ALLEGIANCE, ROLL CALL

CMC called the meeting to order at 3:02 p.m. All Commissioners were present.

#### REQUEST FOR MODIFICATIONS/APPROVAL OF AGENDA

Addition – Creation of Resolution to Process Credit Card and Debit Card receipts (Financial Committee Update)

**ACTION TAKEN:** CPDm to approve the agenda as presented, CMDs, mc

#### PUBLIC COMMENT – Agenda Items Only

There was no public comment

#### ACTION ITEMS

- 1 Minutes of June 22, 2010

**ACTION TAKEN:** CPDm to approve, CGHs, mc

- 2 Vouchers for the Period Ending July 27, 2010

Charlie McClain explained the number of bills have grown since the district took over the operations of the pool. One of the issues with the number of bills is the timing to get the bills approved and paid in a timely manner. Charlie McClain will look into the legalities and bring the information to the next meeting. Craig Miller spoke about completing a resolution delegating an amount of check signing authority to a person designated by the district. The amount would be presented and ratified at the next WSMPD meeting.

One example given by Charlie was the payroll account and the approved \$25,000. This amount has been expended and there will be another payroll occurring prior to the next meeting. This will leave no money in the account to pay staff. Charlie asked if the payroll resolution can be amended to read \$50,000 instead of the current limit of \$25,000 and it will maintain a continuous balance of \$25,000.

Tammy Sullenger talked about the travel reimbursement for the district and shared there is currently no policy in place. All governmental entities follow the state guidelines for travel which has a per diem maximum rate that can be spent for things like hotel, food, mileage, parking, etc.

**ACTION TAKEN:** CCKm to approve the vouchers for a period ending July 27, 2010 for a total of \$28,765.02, CPDs, mc

**ACTION TAKEN:** CPDm to increase the payroll fund from \$25,000 to \$50,000 and authorize the chair to sign the resolution, CMDs, mc

**ACTION TAKEN:** CPDm to approve the state guidelines for travel reimbursement and add the information to the policies, CGHs, mc

**MINUTES for the Meeting of July 27, 2010**  
**WILLIAM SHORE MEMORIAL POOL DISTRICT BOARD OF COMMISSIONERS**  
**Page 2**

**ITEMS FOR DISCUSSION**

3 Financial Committee Update

The finance committee met and has finalized contracts for the Port Angeles School District and the Port Angeles Swim Club. The contracts will be presented for approval at the August meeting. Charlie McClain explained the statement of financial position and statement of activities through the end of June, 2010.

4 Activity Report/Staff Update

- Jayna shared that all numbers are up compared to the same time last year.
- The staff started using the new pool covers two weeks prior to the pool opening from the maintenance closure. After two weeks of using the new covers there was problems with the chlorine levels (water was getting hazy and levels were higher than normal). Staff stopped using the covers and spoke to an aquatic specialist who recommended using the covers every other day to allow the water to balance out. There is a chemical that can be added to the pool on a daily basis to correct the problem (At a cost of \$220 per barrel for a three-week time period).
- Jayna explained the new covers can save an estimated 7- 12 thousand dollars per year. There are some additional staff costs to put on the covers after the pool has been vacuumed (savings will be closer to \$5,000). CGH asked Jayna to bring a detailed financial calculation on the cost savings.
- WSMP is offering a WSI (Washington Safety Instructor) course next week.
- Jayna shared the filters were purchased for \$1800 instead of the original quote of \$3000 and will be installed once received.
- The pool building has been rekeyed.
- Jayna has received correspondence from other pool located in the state asking for ideas, suggestions and history regarding how the district was formed.
- Jayna asked about the emails from the City of Port Angeles and has requested that a forward be placed on her email there for a period of 90 days to allow her to contact all vendors and give them all the new contact information. Tammy Sullenger will call the city to coordinate.

5 Advisory Committee Update

The committee is working on the following:

- A sponsorship and advertising policy
- Finalization of PASC and PASD Contracts
- Scholarship Program

**PUBLIC COMMENT**

**MINUTES for the Meeting of July 27, 2010**  
**WILLIAM SHORE MEMORIAL POOL DISTRICT BOARD OF COMMISSIONERS**  
**Page 3**

Greg Shield, 537 W. 7<sup>th</sup> Street, Port Angeles, shared the library has put a levy lift vote to the people; it has been 30 years since the tax has been raised. He asked the board to take a solidarity stand in this issue. He is also asking that some library signs be put on the pool property. The board said because they are a political entity they are not able to put any political signs on the property.

**FUTURE AGENDA ITEMS**

PASC Contract  
PASD Contract  
Advertising and Sponsorship policy

**ADJOURNMENT**

CMC adjourned the meeting at 3:44 p.m.

**NEXT MEETING DATE**

The next meeting will be held on August 24, 2010 at 3:00 p.m. in the Clallam County Commissioners Board Room, Room 160.

PASSED AND ADOPTED this 24<sup>th</sup> day of August, 2010

WILLIAM SHORE MEMORIAL POOL DISTRICT COMMISSIONERS

---

Michael C. Chapman, President

ATTEST:

---

Tammy Sullenger, Administrative Asst.

**KEY TO ABBREVIATIONS:**

CCK	Commissioner Cherie Kidd	m	moved
CDD	Commissioner Patrick Downie	mc	motion carried
CGH	Commissioner Gary Holmquist	s	seconded
CMC	Commissioner Mike Chapman		
CMD	Commissioner Mike Doherty (Howard V. Doherty, Jr.)		
WSMPD	William Shore Memorial Pool District		

**CLAIMS PAYMENT REQUEST**

District Name William Shore Memorial Pool District

Period Ending: 8/24/2010

Date Submitted: 8/24/2010

Designate if you are picking up the warrants or if we are to mail. (If picking up, they will be in the Treasurer's Office.)

Fund Number

Pickup \_\_\_\_\_  
Mail to us McClain & Crouse

227 W 8th Street, PA 98362

2  
8/24/10

Invoice #	Invoice Date	Vendor No.	Vendor Name	G or S (Goods or Service)	Quantity	Cost per Unit	Total Invoice	1099 Box	Bars Number	Line #	Description	Account Type	Check Group
836888	7/22/2010	0001179	Pacific Office Equipment	s			\$ 14.70		66870.000.57620.49.0030	1	Copier Contract	E	PD
PA82010	7/30/2010	0001252	City of Port Angeles	s			\$ 50.50		66870.000.57620.10.0010	1	To close account	E	PD
81331246	7/8/2010	0001014	Moore Medical	s			\$ 100.35		66870.000.57620.31.0020	1	Supplies	E	PD
97263-92074	7/15/2010	0001252	City of Port Angeles	s			\$ 6,209.65		66870.000.57620.47.0090	1	Utilities	E	PD
10168819	7/22/2010		Canon Financial Services	s			\$ 208.28		66870.000.57620.49.0030	1	Copier Contract	E	PD
525568557001	7/13/2010	0001882	Office Depot	s			\$ 376.45		66870.000.57620.35.0010	1	Safe	E	PD
525568737001	7/12/2010	0001882	Office Depot	s			\$ 386.29		66870.000.57620.31.0010	1	Office Supplies	E	PD
16217	8/2/2010	0003197	Craig Miller	s			\$ 1,567.50		66870.000.57620.41.0020	1	Legal	E	PD
1921	7/31/2010	0000232	Charles McClain	s			\$ 800.00		66870.000.57620.41.0020	1	Accounting	E	PD
WSMPD82010	7/31/2010	0000334	Clallam County Commissioners	s			\$ 336.00		66870.000.57620.41.0020	1	Clerk	E	PD
PF-72010	7/31/2010	0025330	WSMPD PAYROLL FUND	s			\$ 25,372.20		66870.000.57620.20.0010	1	Regular Payroll	E	PD
BENE-72010	7/31/2010	0025330	WSMPD PAYROLL FUND	s			\$ 1,940.94		66870.000.57620.20.0020	1	Benefits	E	PD
LI-72010	7/31/2010	0025330	WSMPD PAYROLL FUND	s			\$ (429.47)		66870.000.57620.20.0045	1	L & I	E	PD
97263-92074	8/13/2010	0001252	City of Port Angeles	s			\$ 5,503.34		66870.000.57620.47.0090	1	Utilities	E	PD
8/5/2010	8/5/2010	0001315	Quill	s			\$ 60.62		66870.000.57620.31.0010	1	Office Supplies	E	PD
528729141001	8/6/2010	0001882	Office Depot	s			\$ 80.40		66870.000.57620.31.0010	1	Office Supplies	E	PD
228848099	8/10/2010	0000073	Amsan	s			\$ 12.05		66870.000.57620.31.0035	1	Office Supplies	E	PD
228942454	8/11/2010	0000073	Amsan	s			\$ 104.24		66870.000.57620.31.0035	1	Office Supplies	E	PD
228576864	8/5/2010	0000073	Amsan	s			\$ 377.94		66870.000.57620.31.0035	1	Office Supplies	E	PD

Page 1 Total: 43,071.98

Page 2 Total: 0.00

Page 3 Total: 0.00

Grand Total: 43,071.98

I do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered or the labor performed as described herein, and that the claim is a just, due, and unpaid obligation against the district. I am authorized to auth

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Secretary, William Shore Memorial Pool District

\_\_\_\_\_  
Date

Board Authorization: As the duly appointed board member for the the district named above, we reviewed the claims listed above. We hereby certify that the services or merchandise herein specified have been received and that the claims listed above are he

_____ Michael C. Chapman Commissioner	_____ Date	Recused from any bills related to Clallam County
_____ Patrick Downie Commissioner	_____ Date	Recused from any bills related to the City of Port Angeles
_____ Howard V. Doherty, Jr. Commissioner	_____ Date	Recused from any bills related to Clallam County
_____ Gary Holmquist Commissioner	_____ Date	
_____ Cherie Kidd Commissioner	_____ Date	Recused from any bills related to the City of Port Angeles

3  
8/24/10

**WILLIAM SHORE MEMORIAL POOL DISTRICT  
AND  
PORT ANGELES SWIM CLUB**

**USE AGREEMENT**

**THIS AGREEMENT** is entered into this twenty-fourth day of August 2010 by and between the WILLIAM SHORE MEMORIAL POOL DISTRICT ("Pool") and the Port Angeles Swim Club, a non-profit corporation of the State of Washington, ("Swim Club").

**IN CONSIDERATION OF** the mutual promises and obligations contained herein, it is hereby agreed as follows:

1. **POOL/FACILITY USE** The Pool hereby agrees to allow usage of a designated portion of William Shore Pool by the Swim Club under the terms and conditions contained herein. The Swim Club hereby agrees to use the pool in accordance with the rules and regulations established by the Pool.
  
2. **TERM** This Agreement shall be effective as of July 1, 2010, and shall terminate on June 30, 2011, provided, that this agreement shall be subject to re-negotiation after six months, if either party gives 30 days written notice to the other party of a desire to re-negotiate. If such notice is given, the parties shall commence negotiations on revisions to this contract not later than 30 days after notice of intent to re-negotiate is given. If the parties are not able to agree upon revisions to this Agreement within 60 days of the commencement of negotiations, either party may then give to the other a notice that the Agreement is terminated, and the Agreement shall be so terminated.

**2. FEES**

- a. Fees shall be paid by Swim Club as provided in Exhibit "A" (Swim Club Fee Schedule), attached hereto and incorporated herein by this reference.
  
- b. By January 1st of each year fees shall be reviewed by the Pool and may be modified by the Pool as required to meet pool budget costs.

**3. SCHEDULE FOR USAGE OF POOL/FACILITY**

- a. The Swim Club shall have full access to the pool, locker rooms, kickboards and other areas/spaces as provided in the schedule set forth in Exhibit "B" (Swim Club Training and Meet Schedule), attached hereto and incorporated herein by this reference.
  
- b. The Schedule set forth in Exhibit "B" (Pool Usage Plan) shall be reviewed by both and may be modified by the Pool as required to meet pool use demands.
  
- c. The Swim Club coach shall contact pool staff daily as to the availability of additional lane and other pool space usage.

5. **CANCELLATION OF POOL TIME**
  - a. Provided written notice is given to the William Shore Memorial Pool District staff within 5 days of any proposed cancellation dates, the Swim Club shall not be required to pay fees for such canceled time. Failure to provide written notice for said pool time period will result in full payment of fees.
  - b. The Swim Club shall not be charged for any fees if the Pool cancels pool time. The Pool further agrees to notify the Swim Club with a minimum 30 day written notification if the pool will be closed, except in the case of an emergency which will negate the written notice requirement.
6. **DAMAGE** After usage of the facility and/or equipment by the Swim Club, the facility and/or equipment used shall be returned to the same or better condition then existed prior to such usage. In the event that damage to the facility and/or equipment is caused by Swim Club's use of the facility and/or equipment, the Swim Club shall reimburse the Pool for the costs to repair the damage.
7. **COACHING CERTIFICATION** All coaches for the Swim Club shall possess current certification in First Aid/CPR and Coaches Water Safety Training from *American Red Cross*. Additionally, all coaches shall have current certification form PNS, Pacific Northwest Swimming. Copies of certification cards from each coach shall be supplied to William Shore Memorial Pool District Staff.
8. **INDEMNIFY** The Swim Club agrees to defend, indemnify and hold harmless the William Shore Memorial Pool District and its officials, employees and agents from any damage claim or lawsuit for injury, illness, damage or other loss related to the use of the Pool under this agreement, except for injuries or damages caused by the sole negligence of the Pool.
9. **INSURANCE REQUIREMENTS** Upon execution of this agreement and before using the Pool, the Swim Club shall supply a copy of its Certificate of Insurance, which shall document general liability insurance coverage of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate for all insured, including coverage for participant liability of not less than \$1,000,000 for each occurrence. The Pool shall be named as additional insured by endorsement. Such insurance must be maintained during the term of this agreement with copies of the renewal certificate submitted to the Pool at time of such renewal. Additionally, the Swim Club shall maintain and keep in force and effect its membership with United States Swimming, Inc., the national sanctioning body, thereby keeping the United States Swimming, Inc. insurance policy in force and effect as required in this paragraph.
10. **CONDITIONS OF USE** The Swim Club shall comply with all pool/facility rules as defined in Exhibit "C" attached hereto and incorporated herein by this reference. Except as provided in Paragraph 8, the Swim Club also agrees and acknowledges that the use of the pool and all of its facilities, pursuant to this Agreement, is at the Swim Club's own

risk. The Swim Club shall provide for locker room supervision. The Swim Club specifically acknowledges that diving is prohibited except in the diving tank area or when using the starting blocks in accordance with appropriate progressive training and accepts all risks and responsibility for diving activity.

11. **ENTIRE AGREEMENT** The parties hereto agree that this agreement contains the entire agreement entered into between the parties and that no other understanding, verbal agreements, or other terms exist other than as provided herein.
12. **AMENDMENTS** The parties hereto agree that any amendments to this agreement will be in writing and mutually agreed upon by both parties.
13. **TERMINATION FOR CAUSE** If either party shall willfully violate any of the terms and conditions contained herein, such willful violation shall entitle the other party to terminate this agreement, provided that the party desiring to terminate for cause shall give the other party at least 30 days written notice specifying the particulars of any contract violation, and if at the end of such time, the party notified has not removed the cause of complaint or remedied the purported violation, then termination of this agreement shall be deemed complete.
14. **ASSIGNMENT** The Swim Club shall not assign this agreement without the express written consent of the Pool.

**IN WITNESS WHEREOF**, the parties hereto have entered into this agreement as of the date first above written.

**WILLIAM SHORE MEMORIAL POOL DISTRICT**

By:

Name \_\_\_\_\_ Date: \_\_\_\_\_  
Michael C. Chapman

Title: \_\_\_\_\_  
President, WSMPD

**PORT ANGELES SWIM CLUB**

By:

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

Title: \_\_\_\_\_

\_\_\_\_\_  
Craig Miller, WSMPD Attorney

Approved As To Form



## **EXHIBIT "A"**

### **SWIM CLUB FEE SCHEDULE**

---

***Fee Schedule:***

PASC shall be charged a rate of \$25.00 (Twenty-five dollars and no cents) per hour for practice session, and \$40.00 (Forty dollars and no cents) per hour for swimming meets. Payment for services shall be made monthly based on actual hours of use.

PASC shall be charged a rate of \$5.00 (Five dollars and no cents) per lane, per hour, for the period of September 1st through July 31st. The total lane usage shall not exceed 200 hours per month, and the amount charged shall not exceed \$1,000.00 (One thousand dollars and no cents) per month (\$5.00 x 5 lanes x two hours x 20days), without written authorization from PASC.

**EXHIBIT “B”**  
**SWIM CLUB**  
**POOL USAGE PLAN**

---

***Pool Usage Plan:***

September 1 – Through Mid-June

5:30 – 6:00	M-F	4 lanes, no tank (1,2,3,4)
6:00 – 7:00	MWF	5 lanes plus tank (1,2,3,4,5)
6:00 – 7:00	TTH	5 lanes, no tank (1,2,3,4,5)

Mid June through July 31

3:30- 5:30	M-F	5 lanes (1,2,3,4,5)
------------	-----	---------------------

2010 Meets

February 7-8

February Challenge

March 21

Spring Grand Pentathlon

## EXHIBIT "C"

### POOL FACILITY RULES

**Locker room use:** Swim Club members will enter locker rooms no earlier than fifteen (15) minutes before their designated swim time and they will exit the locker rooms within fifteen (15) minutes of the end of designated swim time. Swim Club members will use only the last two benches for their swim equipment and one shower tree for showers (womens/south-mens/north), during designated pool use time. Proper behavior is also required during use of facility.

**Supervision:** Swim Club shall provide locker room supervision for club swimmers during the times set forth for designated locker room use. A coach meeting all requirements set forth must be on deck within the fence boundary at all times during designated swim time.

**Showers:** Club members will take showers immediately preceding entering the pool.

#### **Equipment:**

*Kick Boards:* Proper use of boards is required. There will be no throwing, submerging, standing on or hitting the boards on things such as the wall or the water.

*Tubes:* Tubes will only be used provided tube rental fee has been paid.

*Diving:* There will be no diving except in the diving tank and off the starting blocks provided proper progressive training recommended by Washington State Department of Health and supervision is provided.

#### **Pool Rules:**

Swim Club members must obey all pool rules. Included in these are:

**No Running**

**No Pushing**

**No Spitting**

**No Sauna use**

**No Diving in shallow water**

**Display Case:** The display case will be maintained on a monthly schedule (dusted and glass doors cleaned, outdated material removed) by the Port Angeles Swim Club. The Swim Club may allow the display case to be used by William Shore Memorial Pool District; pool staff will be responsible for maintenance of the case at such times.

4  
8/29/10

**WILLIAM SHORE MEMORIAL POOL DISTRICT  
AND  
PORT ANGELES SCHOOL DISTRICT #121  
USE AGREEMENT**

**THIS AGREEMENT** is entered into this twenty-fourth day of August 2010. By and between the WILLIAM SHORE MEMORIAL POOL DISTRICT (“Pool”) and the PORT ANGELES SCHOOL DISTRICT # 121(“District”).

**IN CONSIDERATION OF** the mutual promises and obligations contained herein, it is hereby agreed as follows:

1. **POOL/FACILITY USE.** The WILLIAM SHORE MEMORIAL POOL DISTRICT hereby agrees to allow use of a designated portion of William Shore Memorial Pool by Port Angeles School District under the terms and conditions contained herein. The District hereby agrees to use the pool in accordance with the rules and regulations established by the Pool.
2. **TERM.**
  - a. This Agreement shall be effective as of July 31, 2010 and shall continue as a year-to-year contract until terminated.
  - b. Either party may terminate this Agreement by giving written notice to the other. This agreement shall terminate 120 days after such notice is given. In addition, either party may declare the Agreement to be terminated if the other party is in breach of any term or condition of this Agreement or violation of any rule regarding use or operation of the pool and the other party fails to correct or cure such breach or violation within 10 days after written notice of such breach or violation.
3. **FEES**
  - a. Fees shall be paid by the District as provided in Exhibit “A” (School District Fee Schedule), attached hereto and incorporated herein by this reference.
  - b. Once a year The Pool shall have the right to modify fees to be paid by the District. No later than July 31<sup>st</sup> of each year The Pool shall give written notice to the District of any fee modification. Any increased fee shall not become effective until 120 days after such notice is given.
4. **SCHEDULE FOR USAGE OF POOL/FACILITY.**
  - a. The District shall have access to portions of the pool, locker rooms, kickboards and other areas/spaces as designated in the schedule set forth in Exhibit “B” (School District Training and Meet Schedule), attached hereto and incorporated herein by this reference.
  - b. The schedule set forth in Exhibit “B” shall be reviewed by both parties by July 31<sup>st</sup> of each year and may be modified by the Pool as required to meet pool use demands.

5. **CANCELLATION OF POOL TIME.**

- a. Provided the District gives written notice to the William Shore Memorial Pool District staff at least 7 calendar days prior to any proposed cancellation, the District shall not be required to pay fees for such canceled time.
- b. The District shall not be charged for any fees if the Pool cancels pool time. Except in case of an emergency or unplanned closure of the pool the Pool agrees to notify the District within a minimum of 30 calendar days written notification if the pool will be closed.

1. **DAMAGE.** After usage of the facility and/or equipment by the District, the facility and or equipment used shall be returned to the same or better condition then existed prior to such usage. In the event that damage to the facility and /or equipment is caused by the District's use of the facility and/or equipment, the District shall reimburse the Pool for the costs to repair the damage.

2. **COACHING CERTIFICATION.** The District shall provide an adequate number of coaches and adult supervisors during periods of use. All coaches for the District shall possess current certification in first Aid/CPR and Coaches Water Safety Training from *American Red Cross*. Copies of certification cards from each coach shall be supplied to the Pool.

3. **INDEMNIFY.** The District agrees to defend, indemnify and hold harmless the Pool and its officials, employees and agents from any damage, claim or lawsuit arising from or related to the use of the pool under this agreement, except for injuries or damages caused by the sole negligence of the Pool.

9. **INSURANCE REQUIREMENTS.** Upon execution of this agreement and before using the pool, the District shall supply a copy of its Evidence of Coverage Certificate, which shall document general liability insurance coverage of \$5,000,000 including coverage for participant liability of not less than \$ 1,000,000 for each occurrence By the Washington Schools Risk Management Pool, of whom the District is a member.

10. **CONDITIONS OF USE.**

- a. The District shall comply with all pool/facility rules as defined in Exhibit "C" attached hereto and incorporated herein by this reference.
- b. The District also agrees and acknowledges that the use of the pool and all of its facilities, pursuant to this Agreement, is at the District's own risk.
- c. The District shall provide lifeguarding requirements as outlined in Washington Administrative Code (WAC) 246-260-131 (6)(b)(i) for the time periods which the District is using the pool for swim team practice and meets. In accordance with WAC 246-26-131 (6)(b)(i) "*General use swimming pool facilities shall have lifeguards present at all times pools are in use; except: (i) If swim or dive teams are facility users, the owner may allow substitution of a qualified coach properly credentialed by the sponsoring organization furnishing the swim or dive coach*" The District team certified coaches fulfill this requirement. The William Shore Pool District will continue to provide lifeguarding for the District swim classes.

- d. The District shall provide for locker room supervision.
  - e. The District coaches shall enforce all safety rules during the time the District is using the pool for swim team practices or meets. The on-duty supervisor will determine if the safety rules are being enforced and will notify the coach of any safety violations. If any safety violation continues the Pool Manager will provide a WSMPD lifeguard to enforce the safety regulations and the cost of the lifeguards services will be charged to the School District.
  - f. The District specifically acknowledges that diving is prohibited except in the diving tank area or when using the starting blocks in accordance with appropriate and progressive training and accepts all risks and responsibility for diving activity.
11. **ENTIRE AGREEMENT.** The parties hereto agree that this agreement contains the entire agreement entered into between the parties and that no other understanding, verbal agreements, or other terms exist other than as provided herein.
  12. **AMENDMENTS.** The parties hereto agree that any amendments to this agreement will be in writing and mutually agreed upon by both parties.
  13. **ASSIGNMENT.** The School District shall not assign this agreement without the express written consent of the Pool.

**IN WITNESS WHEREOF**, the parties hereto have entered into this agreement as of the date first above written.

**WILLIAM SHORE MEMORIAL POOL DISTRICT**

By:

Name \_\_\_\_\_ Date: \_\_\_\_\_  
 Michael C. Chapman  
 Title: President, WSMPD

**PORT ANGELES SCHOOL DISTRICT #121**

By:

Name: \_\_\_\_\_ Date: \_\_\_\_\_  
 Title: \_\_\_\_\_

\_\_\_\_\_ Approved As To Form  
 Craig Miller, WSMPD Attorney

**EXHIBIT "A"**  
**PORT ANGELES SCHOOL DISTRICT**  
**FEE SCHEDULE**

**Fee Schedule:**

**Pool Use:(Designated time and space described in "Exhibit B")**

Facility Use Fee	\$ 32.50 per Swim/Dive Team practice/events/meets
	\$ 33.00 per educational swim class

Fees apply to all District functions including but not limited to the following:

Swim Team Practices and Swim Meets  
Special Education Classes  
Choice & Connections Classes

William Shore Memorial Pool District will provide an American Red Cross Water Safety Instructor for instruction of the Special Education Classes.

District shall be billed for services on a monthly basis for use.

## **EXHIBIT "B"**

### **COMPETITIVE TEAM/PHYSICAL EDUCATION AND MEET SCHEDULE**

#### **HIGH SCHOOL SWIM / DIVE TEAM POOL PRACTICE/TRAINING SCHEDULE**

During the School Year: September - February

It is understood the Port Angeles School District (Swim and Dive Team) will have full use of the entire pool, lanes (# 1-6), the shallow end, and the diving tank from 3-5p.m. Monday thru Friday and Saturday mornings 9:00-11:00 a.m.

During the last two weeks of August the Port Angeles School District (Swim and Dive Team) will have full use of the entire pool, lanes (#1-6), the shallow end, and the diving tank, Monday thru Friday, 3:30-5:30 p.m.

#### **SWIM MEET SCHEDULE AND SPACE**

The North Olympic League Schedule establishes High School girls and boys swim meet dates, which start with the beginning of the current school year, typically girls in September and boys in November. Meet dates are subject to change. High School meets have priority over all other swim programs and shall be coordinated with pool staff in order to accommodate their needs, (swim meet schedule attached). When rescheduling meets, all efforts shall be made to avoid disruption of the swim lesson program.

#### **PORT ANGELES SCHOOL DISTRICT PHYSICAL EDUCATION CLASSES**

##### **School Year: (September-June)**

It is understood that Port Angeles School District (Physical Education) classes will have use of lanes (# 5&6), shared use with pool programs of the shallow end and the diving tank during the time of 12:45 to 1:30 p.m., Monday thru Friday.



## EXHIBIT "C"

### POOL RULES

**Locker room use:** District Students will enter locker rooms no earlier than twenty (20) minutes before their designated swim time and they will exit the locker rooms within fifteen minutes of the end of designated swim time. District Students will use only the last two benches for their swim equipment and one shower tree for showers (womens/South-mens/North), during designated pool use time. Proper behavior is also required during use of facility.

**Supervision:** The District shall provide locker room supervision for students during the times set forth for designated locker room use.

**Showers:** Students and teachers will take showers immediately preceding entering the pool.

#### **Equipment:**

*Kick Boards:* Proper use of boards is required. There will be no throwing, submerging, standing on or hitting the boards on things such as the wall or the water.

*Tubes:* Tubes will only be used provided tube rental fee has been paid.

*Diving:* There will be no diving except in the diving tank and off the starting blocks provided proper progressive training recommended by Washington State Department of Health and supervision is provided.

#### **Pool Rules:**

District Students must obey all pool rules. Included in these are:

**No Running**

**No Pushing**

**No Spitting**

**No Sauna use**

**No Diving in shallow water**

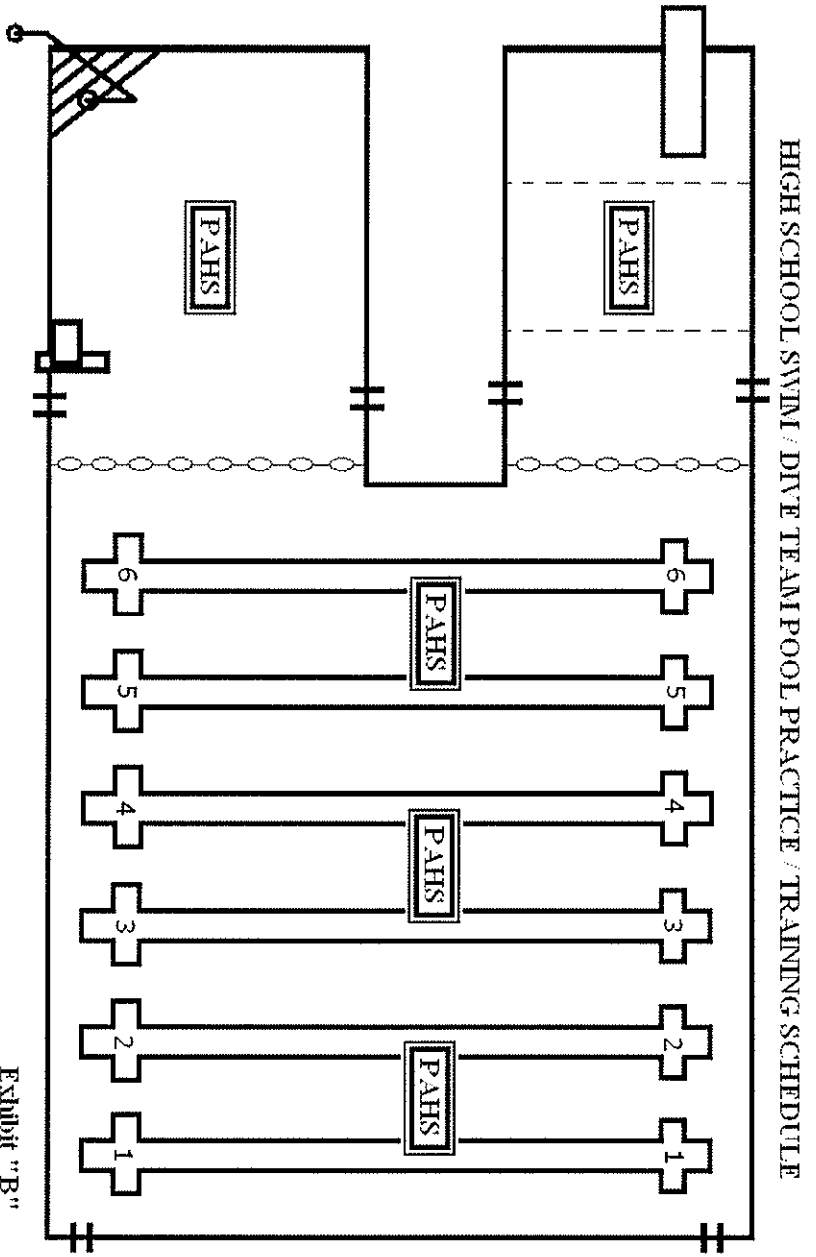
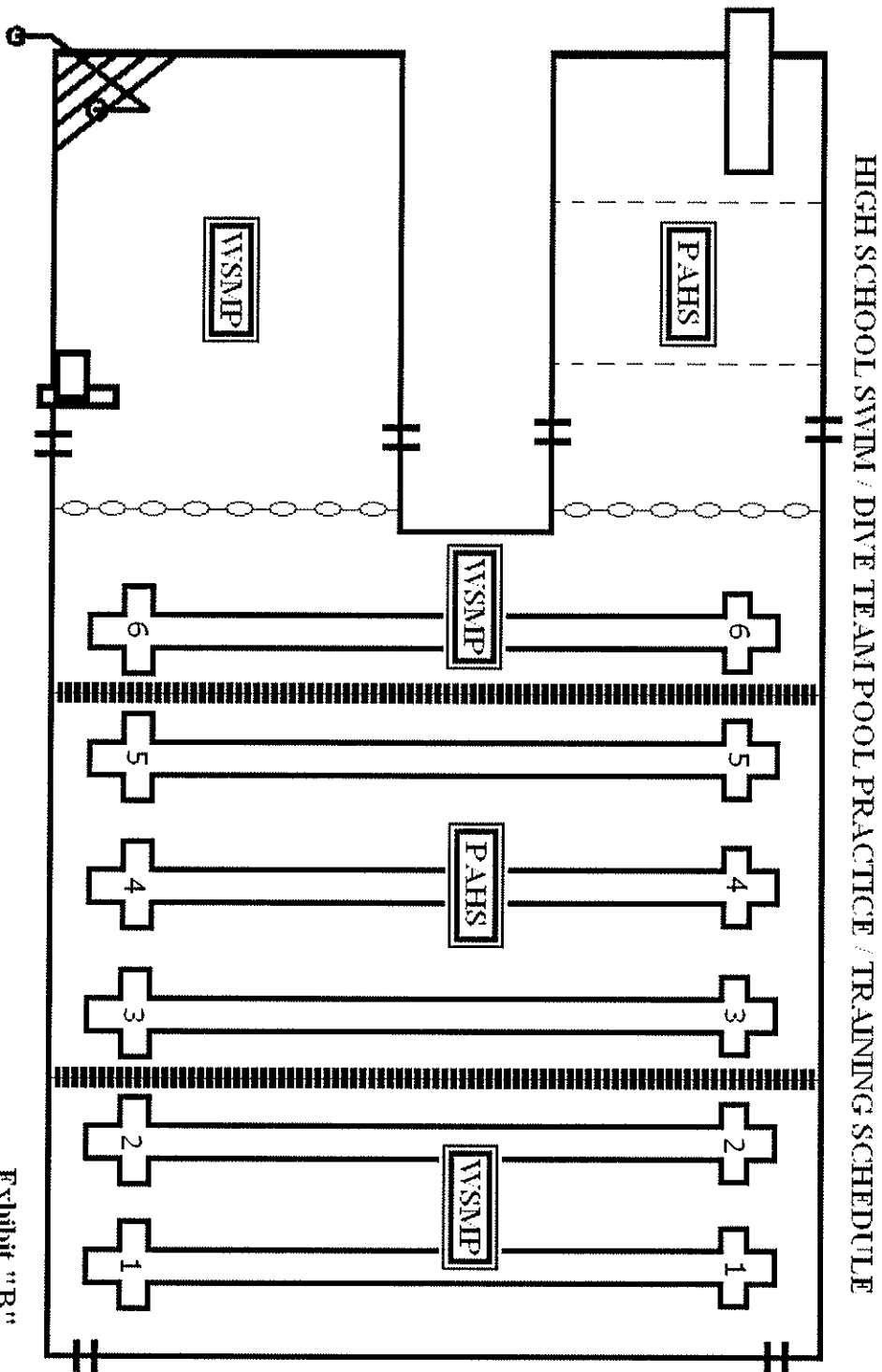


Exhibit "B"  
 Mon - Fri: 3:00 PM - 4:00 PM  
 Saturday: 9:00 AM - 11:00 AM



Mon - Fri: 4:00 PM - 5:00 PM

Exhibit "B"

HIGH SCHOOL SWIM / DIVE TEAM POOL PRACTICE / TRAINING SCHEDULE

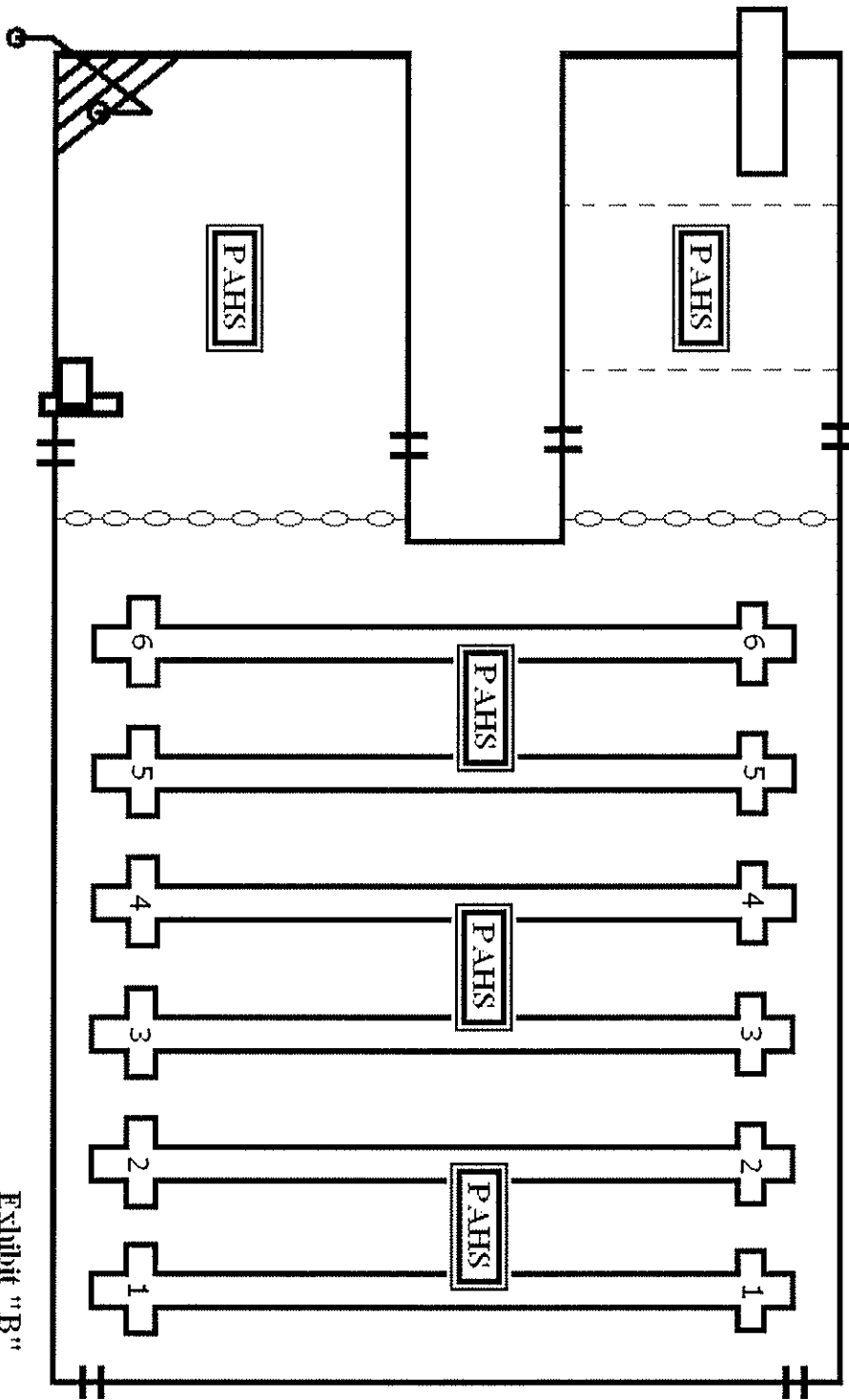
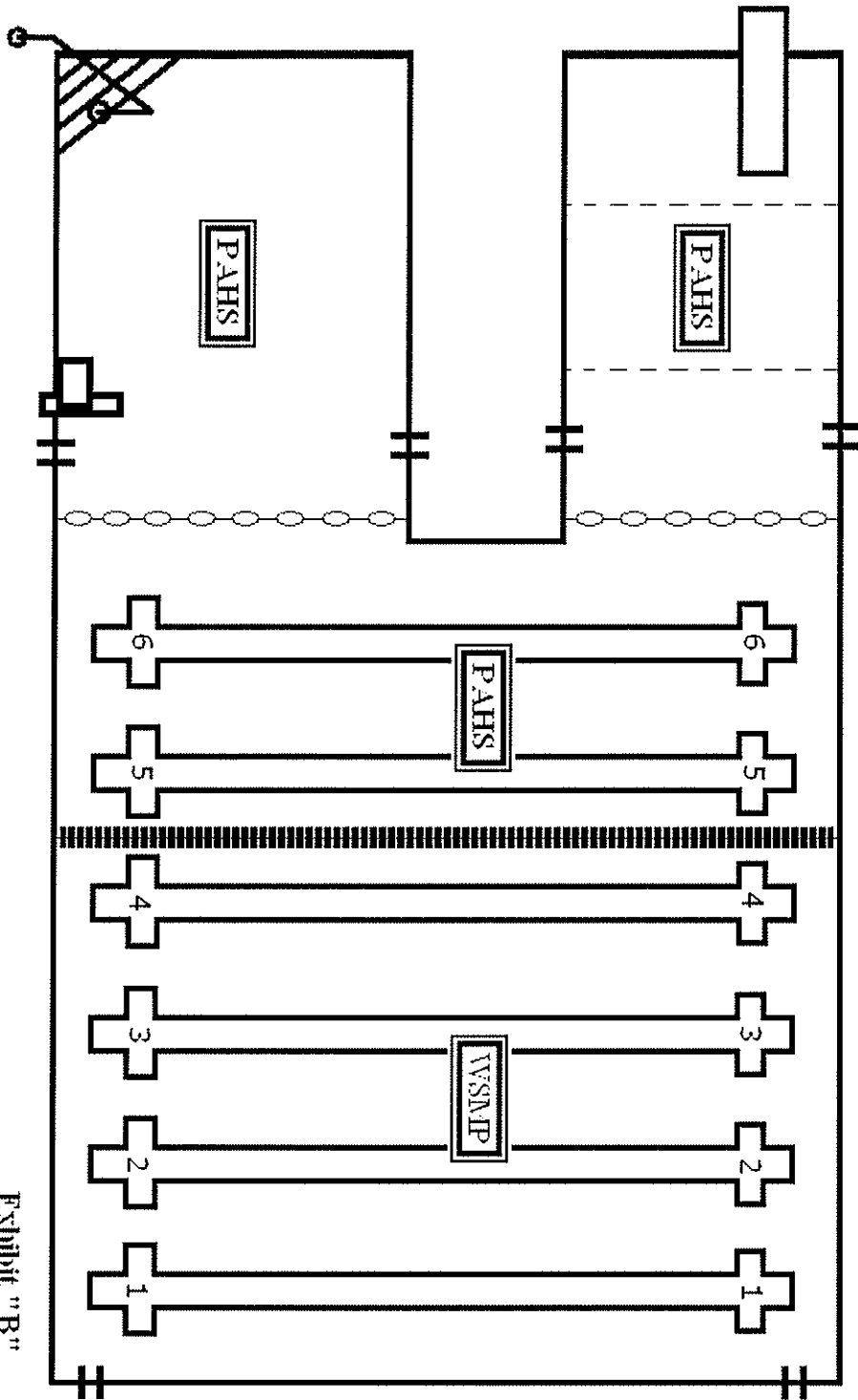


Exhibit "B"

Mon - Fri: 3:00 PM - 5:00 PM  
During the month of August ( \_\_\_\_\_ to \_\_\_\_\_ )

PORT ANGELES SCHOOL DISTRICT SPECIAL EDUCATION CLASSES



Mon - Fri: 12:45 PM - 1:30 PM

Exhibit "B"

6  
8/24/10

William Shore Memorial Pool District  
FINANCIAL STATEMENTS

As of July 31, 2010



# McClain, Crouse & Co, PS

227 W. Eighth Street Port Angeles, WA 98362 (360) 457-3303 FAX (360) 457-7415

---

Certified Public Accountants  
Charles S. McClain  
Karen L. Crouse

August 19, 2010

Board of Directors  
William Shore Memorial Pool District  
Port Angeles, Washington

Dear Board Members:

We have compiled the accompanying statement of financial position of William Shore Memorial Pool District (a nonprofit corporation) as of July 31, 2010 and the related statements of activities - actual and budgeted for the one and seven months then ended in accordance with Statement on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The budgeted statement of activities is presented for supplementary analysis purposes only.

A compilation is limited to presenting in the form of financial statements information that is the representation of management. We have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or any other form of assurance on them. In addition, the budgeted statement of activities information for the same period has not been audited or reviewed by us, and, accordingly, we do not express an opinion or any other form of assurance on it.

Management has elected to omit substantially all of the disclosures required by generally accepted accounting principles. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the Company's financial position and changes in net assets. Accordingly these financial statements are not designed for those who are not informed about such matters.

McClain, Crouse and Co. P.S.

**William Shore Memorial Pool District**  
**Statement of Financial Position**

As of July 31, 2010

	Jul 31, 10
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
10000 · County Fund Balance	1,284.85
10100 · Cash in Till	500.00
10200 · Credit Card Processing Account	4,537.55
10400 · Cash in Payroll Account	15,829.17
Total Checking/Savings	22,151.57
Accounts Receivable	
11300 · Credit Card Receivable	958.02
Total Accounts Receivable	958.02
Other Current Assets	
12000 · Deposit in Transit	1,897.75
Total Other Current Assets	1,897.75
Total Current Assets	25,007.34
<b>TOTAL ASSETS</b>	<b>25,007.34</b>
<b>LIABILITIES &amp; EQUITY</b>	
Liabilities	
Current Liabilities	
Other Current Liabilities	
22000 · Wages Payable	11,386.86
24000 · Payroll Liabilities	7,615.81
25000 · Due to Others	1,086.07
26000 · Due for Professional Services	2,703.50
27000 · Due to the City of Port Angeles	6,260.15
Total Other Current Liabilities	29,052.39
Total Current Liabilities	29,052.39
Long Term Liabilities	
27200 · Loan from Clallam County	149,380.95
Total Long Term Liabilities	149,380.95
Total Liabilities	178,433.34
Equity	
32000 · Unrestricted Net Assets	-244,701.57
Net Income	91,275.57
Total Equity	-153,426.00
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>25,007.34</b>



**William Shore Memorial Pool District**  
**Statement of Activities - Actual and Budgeted**  
 January through July 2010

	Jul 10	Budget
<b>Income</b>		
41110 · Real and Property Taxes	2,200.04	5,000.00
41120 · Leasehold Excise Tax	0.00	
41130 · DNR Other than Timber	0.00	
41140 · Sale of County Timber	22.57	
45000 · Rental Income		
45030 · Facility Rental	1,728.50	2,200.00
45050 · Locker Rental	63.75	
45060 · Equipment Rental	24.00	
<b>Total 45000 · Rental Income</b>	<b>1,816.25</b>	<b>2,200.00</b>
46400 · Merchandise Sales		
46450 · Sale Items	503.99	333.00
<b>Total 46400 · Merchandise Sales</b>	<b>503.99</b>	<b>333.00</b>
47200 · Admissions		
47240 · Admissions	13,445.50	9,083.33
47250 · Aerobic Classes	0.00	233.00
47260 · Swimming Instruction	6,392.65	2,991.67
<b>Total 47200 · Admissions</b>	<b>19,838.15</b>	<b>12,308.00</b>
47981 · Cash Overages and Shortages	47.05	
47990 · Other Miscellaneous Revenue	0.10	
<b>Total Income</b>	<b>24,428.15</b>	<b>19,841.00</b>
<b>Cost of Goods Sold</b>		
50010 · Items for Resale	0.00	333.00
<b>Total COGS</b>	<b>0.00</b>	<b>333.00</b>
<b>Gross Profit</b>	<b>24,428.15</b>	<b>19,508.00</b>
<b>Expense</b>		
60900 · Operating Costs		
62100 · Personnel		
62110 · Regular Time	25,372.20	25,390.33
62150 · Overtime	0.00	
62160 · Benefits	1,717.07	
62170 · Retirement	0.00	
62180 · Unemployment Compensation	662.79	
62190 · Department of Labor & Industry	0.00	
<b>Total 62100 · Personnel</b>	<b>27,752.06</b>	<b>25,390.33</b>
65000 · Supplies		
65010 · Office Supplies	386.29	666.00
65020 · Postage, Mailing Service	0.00	
65030 · Printing and Copying	222.98	
65040 · Operating Supplies	476.80	500.00
65060 · Cleaning and Sanitation Supplie	0.00	266.00
<b>Total 65000 · Supplies</b>	<b>1,086.07</b>	<b>1,432.00</b>
66000 · Small Tools and Minor Equipment	0.00	
68000 · Charges for Services		
68100 · Telephone	0.00	187.00
68300 · Travel and Meetings		
68310 · Conference, Convention, Meeting	0.00	
68320 · Travel - Training	0.00	183.00
<b>Total 68300 · Travel and Meetings</b>	<b>0.00</b>	<b>183.00</b>
68500 · Advertising	0.00	167.00
<b>Total 68000 · Charges for Services</b>	<b>0.00</b>	<b>537.00</b>
<b>Total 60900 · Operating Costs</b>	<b>28,838.13</b>	<b>27,359.33</b>

**William Shore Memorial Pool District**  
**Statement of Activities - Actual and Budgeted**  
 January through July 2010

	Jul 10	Budget
60901 · Maintenance Costs		
62101 · Personnel		
62111 · Regular Time	0.51	2,233.00
62151 · Overtime	0.00	
62161 · Benefits	0.00	
62171 · Retirement	0.00	
Total 62101 · Personnel	0.51	2,233.00
62800 · Facilities and Equipment		
62830 · Repair and Maintenance		
62840 · Building-Repair and Maintenance	0.00	
Total 62830 · Repair and Maintenance	0.00	
Total 62800 · Facilities and Equipment	0.00	
65001 · Supplies		
65041 · Maintenance Supplies	0.00	
65050 · Chemicals	0.00	2,257.00
Total 65001 · Supplies	0.00	2,257.00
60901 · Maintenance Costs - Other	0.00	
Total 60901 · Maintenance Costs	0.51	4,490.00
62890 · Utilities	6,209.65	7,916.00
65120 · Insurance-Property & Liability	0.00	
65150 · State Sales Tax	0.00	
65160 · Professional Services		
65170 · Legal Services	1,567.50	275.00
65180 · Accounting Services	800.00	800.00
65190 · County Clerk Services	672.00	336.00
Total 65160 · Professional Services	3,039.50	1,411.00
65500 · Other Expenses		
65510 · Miscellaneous Expense	81.83	
65550 · State Excise Tax	0.00	
Total 65500 · Other Expenses	81.83	
Total Expense	38,169.62	41,176.33
Net Income	-13,741.47	-21,668.33

**William Shore Memorial Pool District**  
**Statement of Activities - Actual and Budgeted**  
 January through July 2010

	TOTAL	
	Jan - Jul 10	Budget
<b>Income</b>		
41110 · Real and Property Taxes	253,855.02	260,000.00
41120 · Leasehold Excise Tax	2,886.02	
41130 · DNR Other than Timber	112.53	
41140 · Sale of County Timber	17,549.77	
<b>45000 · Rental Income</b>		
45030 · Facility Rental	20,479.48	15,400.00
45050 · Locker Rental	643.44	
45060 · Equipment Rental	321.76	
<b>Total 45000 · Rental Income</b>	<b>21,444.68</b>	<b>15,400.00</b>
<b>46400 · Merchandise Sales</b>		
46450 · Sale Items	3,217.32	2,333.00
<b>Total 46400 · Merchandise Sales</b>	<b>3,217.32</b>	<b>2,333.00</b>
<b>47200 · Admissions</b>		
47240 · Admissions	81,480.41	63,583.33
47250 · Aerobic Classes	0.00	1,633.00
47260 · Swimming Instruction	32,458.04	20,941.67
<b>Total 47200 · Admissions</b>	<b>113,938.45</b>	<b>86,158.00</b>
47981 · Cash Overages and Shortages	48.63	
47990 · Other Miscellaneous Revenue	2,394.18	
<b>Total Income</b>	<b>415,446.60</b>	<b>363,891.00</b>
<b>Cost of Goods Sold</b>		
50010 · Items for Resale	2,615.45	2,333.00
<b>Total COGS</b>	<b>2,615.45</b>	<b>2,333.00</b>
<b>Gross Profit</b>	<b>412,831.15</b>	<b>361,558.00</b>
<b>Expense</b>		
<b>60900 · Operating Costs</b>		
<b>62100 · Personnel</b>		
62110 · Regular Time	156,338.80	177,732.33
62150 · Overtime	2,355.70	
62160 · Benefits	20,113.65	
62170 · Retirement	1,202.69	
62180 · Unemployment Compensation	6,035.93	
62190 · Department of Labor & Industry	220.44	
<b>Total 62100 · Personnel</b>	<b>186,267.21</b>	<b>177,732.33</b>
<b>65000 · Supplies</b>		
65010 · Office Supplies	6,059.99	4,666.00
65020 · Postage, Mailing Service	25.40	
65030 · Printing and Copying	483.64	
65040 · Operating Supplies	10,517.99	3,500.00
65060 · Cleaning and Sanitation Supplie	4,102.96	1,866.00
<b>Total 65000 · Supplies</b>	<b>21,189.98</b>	<b>10,032.00</b>
66000 · Small Tools and Minor Equipment	184.85	
<b>68000 · Charges for Services</b>		
68100 · Telephone	2,175.95	1,307.00
<b>68300 · Travel and Meetings</b>		
68310 · Conference, Convention, Meeting	66.46	
68320 · Travel - Training	887.00	1,283.00
<b>Total 68300 · Travel and Meetings</b>	<b>953.46</b>	<b>1,283.00</b>
68500 · Advertising	585.44	1,167.00
<b>Total 68000 · Charges for Services</b>	<b>3,714.85</b>	<b>3,757.00</b>
<b>Total 60900 · Operating Costs</b>	<b>211,356.89</b>	<b>191,521.33</b>

**William Shore Memorial Pool District**  
**Statement of Activities - Actual and Budgeted**  
 January through July 2010

	TOTAL	
	Jan - Jul 10	Budget
60901 · Maintenance Costs		
62101 · Personnel		
62111 · Regular Time	9,513.66	15,633.00
62151 · Overtime	1,362.38	
62161 · Benefits	3,382.66	
62171 · Retirement	377.37	
Total 62101 · Personnel	14,636.07	15,633.00
62800 · Facilities and Equipment		
62830 · Repair and Maintenance		
62840 · Building-Repair and Maintenance	1,495.17	
Total 62830 · Repair and Maintenance	1,495.17	
Total 62800 · Facilities and Equipment	1,495.17	
65001 · Supplies		
65041 · Maintenance Supplies	2,600.20	
65050 · Chemicals	7,127.52	15,803.00
Total 65001 · Supplies	9,727.72	15,803.00
60901 · Maintenance Costs - Other	1,690.35	
Total 60901 · Maintenance Costs	27,549.31	31,436.00
62890 · Utilities	53,558.05	55,416.00
65120 · Insurance-Property & Liability	8,318.00	13,000.00
65150 · State Sales Tax	3,415.14	
65160 · Professional Services		
65170 · Legal Services	10,497.50	5,051.00
65180 · Accounting Services	3,195.00	2,600.00
65190 · County Clerk Services	2,688.00	2,352.00
Total 65160 · Professional Services	16,380.50	10,003.00
65500 · Other Expenses		
65510 · Miscellaneous Expense	814.43	
65550 · State Excise Tax	163.26	
Total 65500 · Other Expenses	977.69	
Total Expense	321,555.58	301,376.33
Net Income	91,275.57	60,181.67

7  
8/29/10

	Jul-10	This Month 2010	This Month 2009	Percent Change	2010 To Date	2009 To Date	Percent Change
--	--------	--------------------	-----------------------	-------------------	-----------------	-----------------	-------------------

<b>Attendance</b>							
Lap Swim		1,011	88	1049%	8,564	7,366	16%
Shallow Water Aerobics		344	29	1086%	1,978	1,038	91%
Deep Water Aerobics		211	10	2010%	1,461	589	148%
Water Walking		177	18	883%	1,164	1,352	-14%
Swimming Lessons		901	120	651%	4,782	3,853	24%
PASD Lessons		0	0	#DIV/0!	532	538	-1%
Open Swim		2,085	227	819%	9,650	6,149	57%
Preschool Swim		99	3	3200%	881	124	610%
High School Swim Team		0	0	#DIV/0!	811	358	127%
PASC		345	68	407%	3,076	2,795	10%
Rentals		49	0	#DIV/0!	1,403	860	63%
Training Courses		0	0	#DIV/0!	46	70	-34%
<b>POOL ATTENDANCE TOTAL</b>		<b>5,222</b>	<b>563</b>	<b>828%</b>	<b>34,348</b>	<b>25,092</b>	<b>37%</b>

<b>POOL OPERATIONS</b>							
Days Open		30.00	3.00	900%	190.00	182.00	4%
Hours Open		401.50	47.75	741%	2,498.50	2,564.75	-3%

<b>REVENUE</b>							
Admissions		\$6,233.00	\$1,440.00	333%	\$10,662.52	\$24,781.68	-57%
Passes		\$6,490.00	\$785.00	727%	\$15,586.37	\$26,630.67	-41%
Swim Lessons		\$6,682.00	\$1,212.50	451%	\$12,244.07	\$24,800.50	-51%
Pool Rental		\$1,705.00	\$337.50	405%	\$2,041.89	\$5,455.50	-63%
Showers		\$195.00	\$16.50	1082%	\$224.00	\$324.50	-31%
Lockers		\$87.25	\$17.75	392%	\$165.32	\$428.25	-61%
Rentals: Towels, etc.		\$30.00	\$4.00	650%	\$89.05	\$429.00	-79%
Aerobic Admissions		\$330.00	\$20.00	1550%	\$654.29	\$1,988.00	-67%
Swim Equipment		\$510.49	\$45.92	1012%	\$999.10	\$1,372.64	-27%
Sales tax			\$4.08	-100%	\$41.91	\$123.61	-66%
<b>POOL REVENUE TOTAL</b>		<b>\$22,262.74</b>	<b>\$3,883.25</b>	<b>473%</b>	<b>\$113,825.99</b>	<b>\$86,334.35</b>	<b>32%</b>

<b>Registration</b>							
Swimming Lessons		160	0	#DIV/0!	670	599	12%
Training Courses		0	0	#DIV/0!	13	19	-32%
<b>REGISTRATION TOTAL</b>		<b>160</b>	<b>0</b>	<b>#DIV/0!</b>	<b>683</b>	<b>618</b>	<b>11%</b>