

AGENDA

WILLIAM SHORE MEMORIAL POOL DISTRICT BOARD of COMMISSIONERS

Clallam County Courthouse, Room 160

Port Angeles, Washington

August 25, 2009 – 3:00 p.m.

COMMISSIONERS

MICHAEL CHAPMAN, DAN DI GUILIO, MIKE DOHERTY, GARY HOLMQUIST, CHERIE KIDD

CALL TO ORDER, PLEDGE OF ALLEGIANCE, ROLL CALL

REQUEST FOR MODIFICATIONS/APPROVAL OF AGENDA

APPROVAL OF MINUTES – July 28, 2009 meeting

PUBLIC COMMENT – AGENDA ITEMS ONLY Please limit comments to three minutes

ACTION ITEMS

- 1 Approval of July 28, 2009 Minutes
- 2 By-Laws (Craig Miller)
- 3 Bills for July/August 2009 (Charlie McClain)
- 4 Bills for July/August 2009 (Charlie McClain)
- 5 Clallam County Auditor Signature Authorization Form/Agent of Record Letter
- 6 WCIA Delegate Form

CONTRACTS AND AGREEMENTS

- 7 Port Angeles School District Contract
- 8 Port Angeles Swim Club Contract

ITEMS FOR DISCUSSION

- 9 Finance Committee
- 10 Advisory Committee Update

REPORTS AND PRESENTATIONS

- 11 Activity/Staff Report (Jayna Lafferty)

PUBLIC COMMENT – Please limit comments to three minutes

CONTRACTS AND AGREEMENTS – No Items

NEXT MEETING DATE

The next meeting will be held on Tuesday, September 22, 2009 at 3:00 p.m. in the Clallam County Board Room - Room 160.

ADJOURNMENT

MINUTES

WILLIAM SHORE MEMORIAL POOL DISTRICT BOARD of COMMISSIONERS Clallam County Courthouse, Public Meeting Room (room 160, first floor) Port Angeles, Washington July 28, 2009 – 3:00 p.m.

CALL TO ORDER

Chair Di Guilio called the meeting to order at 3:03 p.m., Tuesday, July 28, 2009. Also present were Commissioners Kidd, Di Guilio, Holmquist, Chapman, and Doherty.

REQUEST FOR MODIFICATIONS/APPROVAL OF AGENDA

Addition – Advisory Committee Discussion (Di Guilio)

ACTION TAKEN: CMDm to adopt the agenda as modified, CMCs, mc.

APPROVAL OF MINUTES – June 24, 2009 meeting

ACTION TAKEN: CMCm to adopt the June 3 and June 24, 2009 minutes of the WSMPD meeting, CCKs, mc.

PUBLIC COMMENT

Krista Winn, 3131 Regent Street, Port Angeles, Explained that she is the vice-president of the Port Angeles Swim Club (PASC) and gave some clarification of information included in the agenda packet that related to the PASC. She spoke about the options presented and shared that the PASC preferred option #1.

Elizabeth Hogan, 863 King Street, Port Angeles, presented the WSMPD with a check in the amount of \$4,800 from the Save the Pool Committee.

Greg Shield, 537 W 7th Street, Port Angeles, swam the early bird lap swim for many years and found it difficult to access a lane to swim during that time. He encouraged the Commissioners to make the pool available at alternate times in the afternoons.

REPORTS AND PRESENTATIONS

Staff Report by Pool Manager

Jayne Lafferty presented a report that included the number of people using the pool, rental numbers, as well as the number of people registered in all programs offered by the pool. She also explained some of the special events that are scheduled at the pool throughout the year.

Financial Report

Trina Nevaril, Senior Accountant for the City of Port Angeles presented the first invoices from the City of Port Angeles for payment since the District was created and spoke briefly about the upcoming budget.

CONTRACTS AND AGREEMENTS

Port Angeles School District (PASD)

Jayna Lafferty presented the current contract terms with the PASD along with current practices. She suggested some changes/options for a new contract and shared that there are approximately 60 students utilizing the pool during the school-year. Glenn Cutler, City of Port Angeles Public Works Director said the school district was put on notice that there may be some changes occurring with the newly created District. Mike Chapman felt that it was important to contact the school district well in advance of their budget cycle to discuss any changes to the current contract. Dan Di Guilio asked if the best course of action would be to freeze all of the contracts currently in place to evaluate the impacts of all of the changes with the newly created District.

ACTION TAKEN: CGHm to freeze the current contract that is in place with the Port Angeles School District and adjust the current contract terms, CCKs, mc. Craig Miller will develop the amendment to the current contract.

Port Angeles Swim Club (PASC)

Jayne Lafferty presented the current contract terms with the PASC along with current practices. Jayna suggested some changes/options for a proposed new contract. Dan Di Guilio suggested that the current contract be renewed until which time the board can become more aware of the function and usage of the pool.

ACTION TAKEN: CMCm to approve a roll-over contract with current terms in place with the option of an amended contract at a later date, CCKs, mc

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Line of Credit

Jim Jones talked briefly about the difficulties of finding a line of credit option that could be used with a Metropolitan Park District. Jim presented an alternative and explained that the Clallam County Treasurer has the ability to cover the fee structure of a Junior Taxing District as written in Clallam County Administrative Policy 522. Judy shared that this process is usually used with school districts but could easily be used with the Metropolitan Pool District and explained some of the specifics of the policy. There is a notice of intention form that must be filled out to initiate this program.

ACTION TAKEN: CCKm to authorize the WSMPD to utilize the registered warrant system, CGHs, mc. CMC and CMD recused themselves from this vote.

ACTION ITEMS

Appointment of President and Clerk

ACTION TAKEN: CMCm to appoint Dan Di Guilio as WSMPD president for 2009, CCKs, mc. CDDm to appoint Mike Chapman as WSMPD clerk for 2009, CGHs, mc.

Develop Contact List

Secretary Tammy Sullenger will develop a contact list to be distributed to all of the WSMPD Commissioners and people/agencies affiliated with the district and email out to the distribution list.

By-Laws

Craig Miller distributed a draft of proposed by-laws for the WSMPD. After discussion the board postponed adoption of the by-laws to be discussed at the August, 2009 meeting.

Indemnification Resolution for Board and Staff

Craig Miller presented and explained the document and some of the reasons that such a document needs to be put in place. The resolution provides legal defense of Commissioners and employees of the district when any of them are sued as a result of acts in their capacity as Commissioner or employee of the District.

ACTION TAKEN: CMCm to accept the Indemnification Resolution, CCKs, mc

Approval of Bills

Charlie McClain distributed a summary of the bills with invoices attached for the month ending June 30, 2009 for a total of \$83,090.40. He explained that many of the bills presented would be ongoing every month.

ACTION TAKEN: CMCm to approve the warrants for month ending June 30, 2009 in the amount of \$83,090.40, CGHs, mc. The Port Angeles City Council member's recused from any bills that are paid to the City of Port Angeles and the Clallam County Commissioners will recused from any bills that are paid to Clallam County. Dan Di Guilio asked Charlie McClain to break out the bills to reflect county, city, and general.

Financial Committee

This will be a broadly formed committee to look at various issues as it relates to the finances of the William Shore Memorial Pool. Gary Holmquist, Dan Di Guilio, and Mike Chapman will sit on this committee with Charlie McClain, Yvonne Ziomkowski, and Jayna Lafferty.

ITEMS FOR DISCUSSION

Critical Path and Time Frame for Board Actions

City of Port Angeles City Manager Kent Myers explained in detail 11 key action items to be considered prior to the current contract with the City of Port Angeles expiring in December of 2009. Craig Miller added that the pool is currently operating under the policy structure of the City of Port Angeles and would need to be changed. Kent expressed that City of Port Angeles staff would be available to assist in creating the document under the new District if needed. Mike asked about a public records officer and the possibility of having the WSMPD information on the Clallam County web-site. Craig Miller said that the public records officer should be appointed and incorporated in the policies that will be created. Tammy Sullenger will look contact the county IT department to discuss the web-site request.

ACTION TAKEN: CGHm to appoint Tammy Sullenger as the public contact for the district as well as the public records holder of the William Shore Memorial Pool District records, CMDs, mc.

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Fee Structure for Pool Users

Jayna Lafferty presented the current and proposed rates of the pool which is separated into resident and non-resident fees. Jayna suggested that the pool has one fee schedule that applies to all county residents. Mike Chapman asked about having the family admission rate put at a flat rate of \$10 instead of \$13 to encourage more families to enjoy the pool. Cherie Kidd felt that some of the new proposed increases were not achievable by many families in our community.

ACTION TAKEN: CCKm to reduce the current rate of a family admission (up to six people living in the same household) to \$10, consolidate the current fee schedule to apply to all county residents, and keep the current fees as is, CGHs, mc.

Distribution of Board Packets

It was decided that hard copies of the agenda packets will be distributed to all members with the exception of CGH who will receive them electronically. The packets will be received by the members on the Friday prior to the next week's meeting date. All items to be included in the packet should be received one week prior to the meeting to allow time for questions, copying, and approval.

Advisory Committee

The WSMPD signed an Interlocal agreement at the June 2009 meeting that included establishing a permanent Citizens Advisory Committee. This committee will provide comment and advice to the Board on all matters and issues relating to the policies of the Board and to the operation and maintenance of the swimming pool.

ACTION TAKEN: CMCm to advertise the openings of the committee for two weeks and accept applications in the Clallam County Commissioners office. CCK and CGH will review all applications received and bring recommendations back to the committee at the August meeting, CGHs, mc.

NEXT MEETING DATE

The Board discussed some options for time, date, and location of upcoming meetings.

ACTION TAKEN: CCKm have the meetings take place on the fourth Monday at 3:00 p.m. of every month in the Clallam County Board of Commissioner Board Room, CMCs, mc.

ADJOURNMENT

Dan Di Guilio, chair adjourned the meeting at 4:41 p.m.

PASSED AND ADOPTED this _____ day of August 2009

WILLIAM SHORE MEMORIAL POOL DISTRICT COMMISSIONERS

Dan Di Guilio, Chair

ATTEST:

Tammy Sullenger, Administrative Asst.

KEY TO ABBREVIATIONS:

CCK	Commissioner Cherie Kidd	m	moved
CDD	Commissioner Dan Di Guilio	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		

WILLIAM SHORE MEMORIAL POOL DISTRICT BYLAWS

ARTICLE 1 NAMES

The name of this Metropolitan Park District is William Shore Memorial Pool District ("District" or "WSMPD"). The name of the governing Board is the William Shore Memorial Pool District Board of Commissioners ("Board"). All actions of the District may be performed using the name "WSMPD".

ARTICLE 2 ROLE AND PURPOSE

The Role and Purpose of the District is to discharge its responsibilities for providing pool facilities as a public service to the residents of the geographic areas included within WSMPD's boundaries, which are also the boundaries of the Port Angeles School District.

ARTICLE 3 ORGANIZATION

The District is organized under and in conformity with the constitution and laws of the State of Washington, specifically Chapter 35.62 RCW (Metropolitan Park Districts) as now enacted or as it may hereafter be amended.

ARTICLE 4 GOVERNING BODY

4.1 The Board shall consist of FIVE (5) members who shall be appointed in accordance with the following process:

4.1.1 The City Council of Port Angeles annually shall appoint two members of the WSMPD Board. These two members shall be members of the Port Angeles City Council.

4.1.2 The Clallam County Board of Commissioners shall annually appoint two members to the WSMPD Board. These two members shall be members of the Clallam County Board of Commissioners.

4.1.3 The four Board members selected in accordance with Paragraphs (a) and (b) shall select by nomination and motion, the fifth Board member. That person shall be an elector and resident of the Port Angeles School District area. The person may be, but is not required to be, a member of the City Council of Port Angeles or the Clallam County Board of Commissioners. No person may be appointed to the position of the fifth member of the Board for more than FIVE (5) consecutive years. Individual Board members shall hereafter be referred to as Commissioners.

4.2 **VACANCIES.** Any vacancy in a position held by a member of the Port Angeles City Council or the Clallam County Board of Commissioners shall be filled by appointment by the appropriate legislative body. Any vacancy in the fifth board member position shall be filled pursuant to the provisions of RCW 36.69.100 and RCW Chapter 42.12 as now enacted or as it may hereafter be amended. Vacancies shall be filled only after solicitation of applications and interviews of the candidates by the Board.

4.3 **COMPENSATION.** Commissioners shall receive no compensation but may be reimbursed for actual expenses as approved by a majority vote of the other FOUR (4) members of the Board of Commissioners.

ARTICLE 5 ELECTED OFFICERS

5.1 **OFFICERS.** During the first regular meeting in January, the Board shall elect from its members a President and a Clerk and other officers as it may determine it requires who shall hold office until their successors have been duly elected.

5.2 **President.** The President shall be the presiding officer at meetings of the Board, and will assure that an agenda is provided for each meeting and that the meeting will be conducted in accordance with the agenda. The President shall act as a spokesperson for the Board, and can sign all resolutions, contracts and other instruments on behalf of the Board and as authorized by the Board. The President may vote on any issue that comes before the Board, and must vote to break a tie.

5.3 **Clerk.** The Clerk shall assume the responsibilities and duties of the President in the absence or disability of the President.

ARTICLE 6 APPOINTED OFFICERS

6.1 **SWIMMING POOL DIRECTOR.** The Board shall appoint a Swimming Pool Director at a regular meeting. The Director will be the manager of the District. The Director will be responsible to the Board for the efficient operation of the

District and the established policies and rules adopted by the Board. The Director's salary will be fixed by the Board and the Director's termination will be as provided by law and the District's employment contract with the Director. The Board will evaluate the Director's performance annually. The Director will attend the Board's regular and special meetings and may take part in the discussions of any matters relating to District operations.

- 6.2 **ATTORNEY.** The Board shall appoint, at a regular meeting, an attorney who shall advise the Board and its appointed officers on legal matters and represent the District in all such matters.

ARTICLE 7 POWERS AND DUTIES OF THE BOARD

- 7.1 **POWERS AND DUTIES.** The Board shall have all the powers and duties as authorized by RCW 35.61.
- 7.2 **DISTRICT GOALS AND OBJECTIVES.** The Board shall establish Goals and Objectives which will establish a long-range plan in relation to the District's facility needs. In addition to facilities, the plan/goals and objectives should consider programs and the financing necessary to achieve these goals. The Goals and Objectives shall be reviewed annually and modified by the Board to reflect needed changes perceived in the District.
- 7.3 **DISTRICT POLICIES AND RULES.** The Board shall adopt policies and rules as necessary for the operation of its facilities. These polices may include the following:
- a. Rules of conduct for patrons of the District's facilities.
 - b. The relationship of the Director to the Board and the responsibilities of the Director to the Board and District operation.
 - c. Policies concerning the administration of the District's personnel and general personnel policy.
 - d. Hours of operation, maintenance and closures.
 - e. The financial policy of the District as authorized by RCW 36.69.160 and to establish an annual budget and rates for the use of the District facilities.

ARTICLE 8 COMMITTEES

- 8.1 **GENERAL PROVISIONS.** Generally, the Board acts as a committee of the whole. The Chair may recommend the creation of *ad hoc* committees to facilitate

the conduct of the Board's affairs. Members of *ad hoc* committees will be nominated by the Chair and appointed by the Board.

- 8.2 **CITIZENS' ADVISORY COMMITTEE.** The purpose of this committee is to provide comment and advice to the Board relating to the policies of the Board and to the operation and maintenance of the District's facilities. This committee shall consist of up to SEVEN (7) persons, each of whom shall be a resident of the Port Angeles School District area. Membership terms on the committee shall be TWO (2) years in length, and no person may be appointed to more than TWO (2) consecutive terms on the committee. The committee shall meet at least quarterly. The Board shall consider, but is not bound by, comment and advice given to the Board by the committee.

ARTICLE 9 MEETINGS OF THE BOARD OF COMMISSIONERS

- 9.1 **GENERAL PROVISIONS.** The WSMPD is a Washington Municipal Corporation, and RCW Chapter 42.30, The Open Public Meetings Act, RCW Chapter 42.23, the Code of Ethics for Municipal Officers, and RCW Chapter 42.56, the Public Record Act. as each is now enacted or as it may hereafter be amended.

- 9.2 **REGULAR MEETINGS.** Regular business meetings of the Board will be held on the fourth Tuesday of each month at 3:00 PM in Room 160 of the Clallam County Courthouse, Port Angeles, Washington.

9.3.1 **CONFLICT OF INTEREST.** Any Commissioner who has an interest in a contract or other transaction with the District or who has any other type of situation vis-à-vis with the District which would be construed by a judge or jury applying the "reasonable person" standard as a conflict including, but not limited, to family relationships, shall make a full, frank and prompt disclosure to the Board prior to taking part in the discussion and vote in the matter at issue. Such disclosure shall include any relevant information and material facts known to the Commissioner concerning the potential conflict of interest which might reasonably be construed to affect the person's participation in the matter at issue.

9.3.2 **DISQUALIFICATION.** The remaining members of the Board shall determine by majority vote whether the disclosure shows that a conflict of interest exists or can reasonably be construed to exist. If the conflict is deemed to exist, the Commissioner shall not vote on, use personal influence in, nor participate in discussions or deliberations with respect to the matter at hand. Such Commissioner shall not be counted in determining whether or not a quorum exists. The minutes shall reflect that the Commissioner made the disclosure, abstained from voting and whether or not a quorum was present at the time of the action.

9.4 **SPECIAL MEETINGS.** Special meetings may be called according to the provisions of RCW 42.30.080 as now enacted or as it may hereafter be amended.

9.5 **EXECUTIVE SESSIONS.** The Board may hold Executive Sessions for all purposes authorized by RCW 42.30.110 as now enacted or as it may hereafter be amended.

9.6 **QUORUM.** A majority of the members of the Board will constitute a quorum. An absolute majority of FOUR (4) members of the Board shall be required for approval of the following actions:

- a. Adoption or amendment of the bylaws.
- b. Levy of any tax.
- c. Selection and removal of the Director.

9.7 **PARLIAMENTARY PROCEDURE.** Deliberations of the Board shall be governed by Parliamentary Rules and Procedures contained in the most recent edition of Roberts Rules of Order, Revised where those rules are not inconsistent with these Bylaws.

**ARTICLE 10
AMENDMENTS**

10.1 These Bylaws may be amended by resolution of the Board at a regular meeting.

Adopted by the Board of Commissioners on August 25, 2009.

President and Commissioner

Clerk and Commissioner

Commissioner

Commissioner

Commissioner

3 June, 09

CLAIMS PAYMENT REQUEST

District Name William Shore Memorial Pool District Fund Number _____
 Period Ending: 6/30/2009 Designate if you are picking up the warrants or if we are to mail. (if _____
 Date Submitted _____ picking up, they will be in the Treasurer's Office.) Mail to us _____
 Pickup Tammy Sullenger will pick up _____

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
15717	7/1/2009	0003197	CRAIG MILLER P.S.	S			700.00	7	66870.000.57620.41.0020	1	PROFESSIONAL SVS	E	PD
5288	6/30/2009	0023222	MCCLAIN CROUSE & CO. PS	S			200.00		66870.000.57620.41.0020	1	MISC MGMT SVS	E	PD
MAYSPECELEC	5/19/2009	0000331	CLALLAM COUNTY AUDITOR	S			49,270.20	0	66870.000.57620.51.0060	1	MAY SPECIAL ELECTION	E	PD
23532	7/23/2009	00001252	CITY OF PORT ANGELES	S			\$ 27,920.27	0	66870.000.57620.51.0010	1	JUNE 2009 BILLING	E	PD
												E	PD
												E	PD
												E	PD
												E	PD
												E	PD
												E	PD
												E	PD

Page 1 Total: 78,090.47
 Page 2 Total: 0.00
 Page 3 Total: 0.00
 Grand Total: 78,090.47

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 authenticate and certify to these claims. Materials backing up these claims will be retained by the district according to state law and are available to the public on request.

Signature _____ Title 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 hereby approved for payments. Materials backing up these claims will be retained and made available to the public on request according to Washington State Law.

Commissioner _____ Date _____
 Commissioner _____ Date _____
 Commissioner _____ Date _____

William Shore Memorial Pool District

For the month ending June 30, 2009

Vendor	Date	Amount	Explanation
Craig Miller, PS	July 1, 2009	\$700.00	June Legal Fees
Washington Cities Insurance Authority	July 1, 2009	\$5,000.00	General Liability for 2009
McClain, Crouse and Co.	June 30, 2009	\$200.00	June Accounting Fees
Clallam County, Washington	May 19, 2009	\$49,270.20	Special Election Costs
City of Port Angeles	July 23, 2009	\$27,920.27	See Attached Breakdown. June, 2009
Clallam County, Washington			Personal Services Agreement, Contract #100291
Total requested		\$83,090.47	

Invoice submitted to:
William Shore Memorial Pool
c/o McClain & Crouse, P.S.
227 West Eight Street
Port Angeles WA 98362

July 01, 2009

In Reference To:
Invoice #15717

Professional Services

- 6/8/2009 Telephone conference with Mike Chapman.
- 6/9/2009 Telephone conference with Mike.
- 6/12/2009 Review operating agreement; telephone conference with McClain and Bloor.
- 6/22/2009 Review agenda.
- 6/24/2009 Draft oath; attend Board meeting.

For professional services rendered

\$700.00

Balance due

\$700.00

Amount

Craig Miller, PS
Attorney at Law
711 East Front Street, Suite A
Port Angeles, WA 98362
360-457-3349

McCLAIN, CROUSE & CO., PS
227 W. EIGHTH STREET
PORT ANGELES, WA 98362

INVOICE

1-360-457-3303

1-360-457-7415

William Shore Memorial Pool District
321 East Fifth Street
Port Angeles, WA 98362

Page Number: 1
Client ID: 6929
Invoice Date: 6/30/09
Invoice Number: 5288

Date	Services	Fee
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6/30/09	Misc Management Services	200.00
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*OK
To pay
7/12/09*

New Charges: 200.00

Prior Balance:

Total Due: 200.00

Clallam County, Washington
 Election Name: May Special Election
 Date: May 19, 2009

Cost Summary
 Election Costs to be Allocated

Salaries and Wages	\$	11,412.76
Personnel Benefits	\$	3,487.50
Supplies	\$	5,201.75
Other Charges and Services	\$	22,828.60
		<hr/>
Sub-Total Election Costs	\$	42,930.61

ADD: 15% Overhead

	\$	6,439.59
		<hr/>

Total Election Costs

	\$	49,370.20
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SUBTRACT: Total Minimum Fees

	\$	(100.00)
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Total Election Costs to be Allocated

	\$	49,270.20
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CITY OF PORT ANGELES
PO BOX 1150
321 EAST 5TH
PORT ANGELES, WA 98362

(360) 417-4608

TO: WILLIAM SHORE MEM POOL DIST.
C/O CHARLES MCCLAIN
227 W. 8TH ST
PORT ANGELES, WA 98362
INVOICE NO: 23532
DATE: 7/23/09

CUSTOMER NO: 3757/3757 TYPE: PL - POOL

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
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1.00	WSMPD BILLING	27,920.27	27,920.27
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William Shore Memorial Pool District billing for the month of June 2009. See attached breakdown.

TOTAL DUE: \$27,920.27

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 7/23/09 DUE DATE: 8/24/09 NAME: WILLIAM SHORE MEM POOL DIST.
CUSTOMER NO: 3757/3757 TYPE: PL - POOL

REMIT AND MAKE CHECK PAYABLE TO:
CITY OF PORT ANGELES
PO BOX 1150
321 EAST 5TH
PORT ANGELES WA 98362

INVOICE NO: 23532
TERMS: NET 30 DAYS

AMOUNT: \$27,920.27

INVOICE

William Shore Memorial Pool District Monthly Billing

June 2009

347-3011	Activity Fees/Aerobic Classes	\$ 195.00
347-3012	Activity Fees/Admission/Passes	\$ 8,675.75
347-3013	Activity Fees/Swimming Instruction	\$ 2,461.80
347-3014	Activity Fees/Pool Rentals	\$ 390.00
347-3015	Activity Fees/Locker & Shower Rent	\$ 192.00
347-3016	Activity Fees/Towel, Cap, Suit Rental	\$ 15.00
347-9020	Other Fees/Sales Swim Equipment	\$ 217.03
369-8100	Other Misc. Rev/Cashier Short/over	\$ 8.55
Revenue		\$ 12,155.13
576-1001	Salaries & Wages/Full time employees	\$ 8,033.89
576-1002	Salaries & Wages/Part time employees	\$ 12,070.94
576-1011	Salaries & Wages/OT & callback pay	\$ 280.88
576-2010	Personnel Benefits/FICA	\$ 1,546.31
576-2030	Personnel Benefits/Retirement - PERS	\$ 452.88
576-2040	Personnel Benefits/Workers Comp	\$ 162.00
576-2041	Personnel Benefits/LTD	\$ 32.99
576-2042	Personnel Benefits/Supplemental Life	\$ 11.05
576-2050	Personnel Benefits/Ins-Medical/Dental	\$ 1,693.66
576-3101	Office/Operating Supplies	\$ 466.51
576-3105	Office/Operating Supplies/Chemicals	\$ 1,762.37
576-3120	Office/Operating Supplies/Bldg & Maint Supplies	\$ 5,844.82
576-3401	Supplies-Inventory/Resale/Items Purch for Resale	\$ 740.84
576-4210	Communication Expense	\$ 64.32
576-4212	Communication/INET Services	\$ 172.00
576-4310	Travel/Travel & Training	\$ 8.00
576-4710	Utility Services/Utilities Expense	\$ 6,731.94
Expenses		\$ 8,033.89
Total Revenue for June 2009		\$ 12,155.13
Total Expenses for June 2009		\$ 40,075.40
Total Expenses less Total Revenue		\$ 27,920.27
Total Due City of Port Angeles for June 2009		\$ 27,920.27

THE ISSUANCE OF REGISTERED WARRANTS

The William Shore Memorial Pool District (the district) and the Clallam County Treasurer hereby agree to the terms and conditions of the transaction as set forth in this agreement, to wit:

On August 25, 2009 the District shall issue warrants drawn on the Pool Fund, in registered form, payable to the Clallam County Treasurer in an amount and in accordance with the following terms and conditions:

Registered Warrant Principal \$ 78,090.47

Interest Rate – Washington State Local Government Investment Pool Rate plus 1.5%

Approval Date August 25, 2009

Redemption Date _____

Term (number of days) _____

Basis (days/year) _____

The District acknowledges and agrees to conform to the requirements under Washington State law (RCW 36.29.060) that all warrants be called for payment in the order of issuance. Accordingly, no warrant issued by the district subsequent to the herein described registered warrant shall be called or presented for payment until such time as the call has been made for payment of the herein described registered warrant.

The undersigned hereby acknowledge they have read the contents of this agreement and understand the conditions therein imposed and that each will abide by the terms as set forth in this agreement.

Dated this Twenty-Fifth day of August, 20 09.

Dan Di Diguilio

President

Title

Clallam County Treasurer

William Shore Memorial Pool District

by: Deputy Treasurer

3
8/09

CLAIMS PAYMENT REQUEST

William Shore Memorial Pool District

Fund Number

District Name: 7/31/2009
 Period Ending: 8/27/2009
 Date Submitted: 8/27/2009

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.)

Mail to us Pickup Tammy Sullenger will pick up

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
	8/3/2009	0003197	CRAIG MILLER P.S.	S			1,095.00		66870.000.576200.41.0020	1	JUNE LEGAL FEES	E	PD
	8/10/2009	0023221	WCIA	S			6,920.39		66870.000.57620.46.0030	1	GENERAL LIABILITY INSR	E	PD
	7/31/2009	0023222	MCCLAIN CROUSE AND CO.	S			200.00		66870.000.57620.41.0020	1	JUNE ACCOUNTING FEES	E	PD
	8/17/2009		CLALLAM COUNTY COMMISSIONERS	S			\$ 330.00		66870.000.57620.41.0020	1	CLERK FEES JULY/AUGUST	E	PD
												E	PD
												E	PD
												E	PD
												E	PD

Page 1 Total: 8,545.39
 Page 2 Total: 0.00
 Page 3 Total: 0.00
 Grand Total: 8,545.39

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 _____ Title _____ 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

Commissioner _____ Date _____

Commissioner _____ Date _____

Commissioner _____ Date _____

William Shore Memorial Pool District

For the month ending July 31, 2009

Vendor	Date	Amount	Explanation
Craig Miller, PS	August 3, 2009	\$1,095.00	June Legal Fees
Washington Cities Insurance Authority	August 10, 2009	\$6,920.39	General Liability for 2009 (Supercedes June Approval)
McClain, Crouse and Co.	July 31, 2009	\$200.00	June Accounting Fees
City of Port Angeles	July 23, 2009		See Attached Breakdown. July, 2009
Clallam County, Washington	August 17, 2009	\$330.00	Personal Services Agreement, Contract #100291
Total requested		\$8,545.39	



BOCC

223 E. 4th Street, Suite 4
Port Angeles, WA 98362
360.417.2233 fax 360.417.2493

Invoice No. WSMPD709

INVOICE

Customer

Name William Shore Memorial Pool District c/o BOCC
Address 223 E. 4th Street, Suite 4
City Port Angeles State WA ZIP 98362
Phone 360.417.2233

Date 8/17/2009
Order No.
Rep
FOB

Qty	Description	Unit Price	TOTAL
3	Hours - July 2009	\$33.00	\$99.00
7	Hours - August 2009	\$33.00	\$231.00

PER PSA CONTRACT 100291.09.003

Clallam County shall provide "Clerk of the Board" services to the District, as needed, which shall include, but not be limited to: staff support and acting as secretary to the William Shore Memorial Pool District Board of Commissioners; taking responsibility for scheduling noticing, and coordinating all official public meetings of the board; taking, transcribing and assuring proper distribution of minutes of all official public meetings; official document management; working with the Chair to build board packets for upcoming meetings; preparing and distributing all official correspondence for the District.

Payment Details

- Cash
- Check
- Credit Card

Name _____
CC # _____
Expires _____

SubTotal	\$330.00
Shipping & Handling	\$0.00
Taxes	
TOTAL	\$330.00

Office Use Only

~Thank you!~

If you have any questions please call 417.2383



8/10/2009

William Shore Memorial Pool District
223 East Fifth Street
Port Angeles, WA 98362

P.O. Box 88030

Tukwila, WA 98138

Phone: 206-575-6046

Fax: 206-575-7426

INV#: 100563

Invoice

Boiler	\$78.04
Liability	\$5,000.00
Property	\$1,842.35

Total:	\$6,920.39
	=====

Liability, property, and boiler & machinery premium 06/03/09 - 12/31/09. Property coverage with \$5,000 deductible. Liability minimum premium.

Registered Warrants Information Form

1. What is the dollar amount necessary to cover your issued warrants? \$8,545.39
2. What is the approximate repayment date? April 2010
3. What is your projected revenue stream, and the sources of the revenue, for the time period stated above?

Dollar Amount	Source of Revenue
_____	<u>Estimate Tax Revenue (2010)</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

4. Does your district use interfund loans, or other cash flow borrowing? Yes No
If yes, please provide specific information.

5. Is your district a party to any significant litigation? Yes No
6. Please provide a current balance sheet that includes assets and outstanding debt for your district.

The Clallam County Treasurer will provide you with the necessary promissory note if Clallam County decides to purchase your registered warrants.

District Name: William Shore Memorial Pool District

Contact: Tammy Sullenger Title: Secretary

Address: 223 E. 4th Street, Suite 4, Port Angeles, WA 98362

Telephone 360.417.2383

Signature _____ Date: _____

THE ISSUANCE OF REGISTERED WARRANTS

The William Shore Memorial Pool District (the district) and the Clallam County Treasurer hereby agree to the terms and conditions of the transaction as set forth in this agreement, to wit:

On August 25, 2009 the District shall issue warrants drawn on the Pool Fund, in registered form, payable to the Clallam County Treasurer in an amount and in accordance with the following terms and conditions:

Registered Warrant Principal	\$ <u>8,545.397</u>
Interest Rate –	<u>Washington State Local Government Investment Pool Rate plus 1.5%</u>
Approval Date	<u>August 25, 2009</u>
Redemption Date	_____
Term (number of days)	_____
Basis (days/year)	<u>365 days</u>

The District acknowledges and agrees to conform to the requirements under Washington State law (RCW 36.29.060) that all warrants be called for payment in the order of issuance. Accordingly, no warrant issued by the district subsequent to the herein described registered warrant shall be called or presented for payment until such time as the call has been made for payment of the herein described registered warrant.

The undersigned hereby acknowledge they have read the contents of this agreement and understand the conditions therein imposed and that each will abide by the terms as set forth in this agreement.

Dated this Twenty-Fifth day of August, 20 09.

Dan Di Diguilio

President

Title

Clallam County Treasurer

William Shore Memorial Pool District

by: _____
Deputy Treasurer



Clallam County Auditor's Office

Jean Anderson, Fiscal Specialist IV
223 E FOURTH ST, SUITE 1 ♦ PORT ANGELES, WA 98362-3015
360-417-2223 ♦ (fax) 360-565-2614
email: janderson@co.clallam.wa.us

Signature Authorization

To: Jean Anderson
Clallam County Auditor's Office

From: William Shore Memorial Pool District - 66870.000

Vouchers are approved for payment when a quorum of commissioners sign the original Voucher Summary Spreadsheet submitted to the Clallam County Auditor's Office. The following are the current Board of Commissioners of William Shore Memorial Pool District:

Names (Print)	Signature
Gary Holmquist	
Dan DiGuilio	
Cherie Kidd	
Michael Chapman	
Howard V. Doherty	

Date _____

Sullenger, Tammy

From: Rosand, Patty
Sent: Thursday, August 13, 2009 9:18 AM
To: Sullenger, Tammy
Subject: Agent of record request letter.doc

Tammy, here's the letter I sent out, requesting an agent of record

May 21, 2009

Dear Clallam County District Official:

I have enclosed a list of our **Agents of Record to Receive Claims** and a copy of RCW 4.96.20. This list has not been reviewed in some time and I ask that you take a minute to look over the information my office has for your district.

If you need to update this information, please do so by sending a letter to me, on your letterhead, providing us with the name and address of your current agent. This letter should be signed by your board, manager or other persons authorized name an agent.

If the information we have is still correct, you need not take any further action.

Thank you for your assistance in this matter.

Sincerely

Patty Rosand
Clallam County Auditor

RCW 4.96.020**Tortious conduct of local governmental entities and their agents — Claims — Presentment and filing — Contents.******* CHANGE IN 2009 *** (SEE 1553-S.SL) *****

(1) The provisions of this section apply to claims for damages against all local governmental entities and their officers, employees, or volunteers, acting in such capacity.

(2) The governing body of each local governmental entity shall appoint an agent to receive any claim for damages made under this chapter. The identity of the agent and the address where he or she may be reached during the normal business hours of the local governmental entity are public records and shall be recorded with the auditor of the county in which the entity is located. All claims for damages against a local governmental entity, or against any local governmental entity's officers, employees, or volunteers, acting in such capacity, shall be presented to the agent within the applicable period of limitations within which an action must be commenced. The failure of a local governmental entity to comply with the requirements of this section precludes that local governmental entity from raising a defense under this chapter.

(3) All claims for damages arising out of tortious conduct must locate and describe the conduct and circumstances which brought about the injury or damage, describe the injury or damage, state the time and place the injury or damage occurred, state the names of all persons involved, if known, and shall contain the amount of damages claimed, together with a statement of the actual residence of the claimant at the time of presenting and filing the claim and for a period of six months immediately prior to the time the claim arose. If the claimant is incapacitated from verifying, presenting, and filing the claim in the time prescribed or if the claimant is a minor, or is a nonresident of the state absent therefrom during the time within which the claim is required to be filed, the claim may be verified, presented, and filed on behalf of the claimant by any relative, attorney, or agent representing the claimant.

(4) No action shall be commenced against any local governmental entity, or against any local governmental entity's officers, employees, or volunteers, acting in such capacity, for damages arising out of tortious conduct until sixty days have elapsed after the claim has first been presented to and filed with the governing body thereof. The applicable period of limitations within which an action must be commenced shall be tolled during the sixty-day period.

[2006 c 82 § 3; 2001 c 119 § 2; 1993 c 449 § 3; 1967 c 164 § 4.]

Notes:

Purpose -- Severability--1993 c 449: See notes following RCW 4.96.010.

William Shore Memorial Pool District

223 East 4th Street, Suite 4
Port Angeles, WA 98362-3015
Phone: 360.417.2383 Fax: 360.417.2493

COMMISSIONERS

MICHAEL CHAPMAN, DAN DI GUILIO, MIKE DOHERTY, GARY HOLMQUIST, CHERIE KIDD

File: D18.28

August 25, 2009

Patty Rosand, Auditor
Clallam County Courthouse
223 E. 4th Street, Suite 4
Port Angeles, WA 98362

Dear Ms. Rosand:

This is to certify that Tammy Sullenger, Administrative Assistant in the Clallam County Commissioners Office has been appointed as the William Shore Memorial Pool District Agent of Record.

Contact information:

Tammy Sullenger
Clallam County Commissioners Office
223 E. 4th Street, Suite 4
Port Angeles, WA 98362
Phone 360.417.2383
Fax 360.417.2493
tsullenger@co.clallam.wa.us

This appointment will remain in effect until revoked, in writing by an appointed Commissioner of the William Shore Memorial Pool District.

Sincerely,

Dan Di Giulio, President

Sullenger, Tammy

From: Tina Smith [TinaS@wciapool.org]
Sent: Tuesday, August 11, 2009 8:56 AM
To: Sullenger, Tammy
Cc: Tanya Crites
Subject: WCIA Delegate Form

Hello Tami,

Per our conversation this morning, please find attached our Delegate Job Description form. Once the board has chosen their delegate and alternate to the Board, I will update our databases so all the information for William Shore will come their attention rather than the City of Port Angeles. Additionally, I will provide them with personal log in access to our website, as well as a general log in for other district employees.

Please call anytime if you have any other questions.

Tina Smith

***Administrative Services Assistant/
Authority Secretary***

Phone: 206/575-6046, ext. 242

Fax: 206/575-7426



Insurance Authority

(click logo for website)

This message is intended for the sole use of the addressee, and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If you are not the addressee you are hereby notified that you may not use, copy, disclose, or distribute to anyone the message or any information contained in the message. If you have received this message in error, please immediately advise the sender by reply email and delete this message.

Washington Cites Insurance Authority

Full Board Delegate Job Description

Entity: _____

The appointed Board Delegate's responsibilities and tasks are as follows:

1. Function as the primary source to coordinate communication with the Full Board, Executive Committee, and Authority staff regarding its member needs. An appointed WCIA Delegate must be in a position of authority to implement policy and procedures requested by WCIA. The Delegate must be responsive and accountable to the WCIA Delegate job description. WCIA will schedule New Delegate orientation within 30 days of appointment.
2. Arrange for orientation of elected officials, department heads and staff.
3. Notify WCIA of changes in or additions to Department Directors, especially those who are unfamiliar with the organization.
4. Attend at least one, and strongly encouraged to attend three WCIA Full Board Meetings annually, come informed as to the issues, and vote appropriately. Full Board policies or actions voted by Board Delegate's are binding for the member entity.
5. Develop a working knowledge of pool operation, including an understanding of the budget, investment strategies, assessment formula, and program coverages, and Authority services and resources.
6. Timely coordinate with the Authority liability and/or property claims reporting procedures, newsletter distribution, risk management and loss control issues, annual field audits, insurance and indemnity requirements for member contracts, and generally possess the ability to communicate issues throughout the city. In order to take advantage of training offered, distribute training announcements within three (3) days to the identified departments.
7. Coordinate insurance coverage letter requests, Authority annual requests for worker hour and/or property or automobile schedule(s) and update additions and changes to schedules on a timely basis.
8. Receive and insure timely processing of the annual assessment billing.
9. Monitor and coordinate compliance with the COMPACT.
10. Contact WCIA when member programs with increase risk exposure in property and liability, i.e. seek assistance for insurance and indemnification requirements.
11. Other duties developed by the Authority.

Signature of Appointing Official	Title	Date
----------------------------------	-------	------

Signature of Delegate	Title	Date
-----------------------	-------	------

Printed Name of Delegate	Email Address
--------------------------	----------------------

Signature of Alternate Delegate	Title	Date
---------------------------------	-------	------

Printed Name of Alternate Delegate	Email Address
------------------------------------	----------------------

**CITY OF PORT ANGELES/SCHOOL DISTRICT #121
WILLIAM SHORE POOL
USE AGREEMENT**

THIS AGREEMENT is entered into this _____ day of _____, 2009.
By and between the CITY OF PORT ANGELES (“City”) 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 City hereby agrees to allow use of a designated portion of William Shore Memorial Pool (“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 City.

2. **TERM.**

- a. This Agreement shall be effective as of July 1, 2009 and shall continue as a year-to-year contract until terminated; provided, that this Agreement shall be subject to re-negotiation after six months of its first one-year term, if either party gives thirty 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.
- 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 fails to correct or cure such breach or violation within 10 days after written notice of such breach or violation is given to the party.

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 City shall have the right to modify fees to be paid by the District. No later than July 31st of each year The City shall give written notice to the District of any fee modification. Any increased fee shall not become effective until 140 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 31st of each year and may be modified by the City as required to meet pool use demands.

5. **CANCELLATION OF POOL TIME.**

- a. Provided the District gives written notice to the William Shore Pool 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 City cancels pool time. Except in case of an emergency or unplanned closure of the pool the City agrees to notify the District within a minimum of 30 calendar days written notification if the pool will be closed.

6. **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 city for the costs to repair the damage.

7. **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 City.

8. **INDEMNIFY.** The District agrees to defend, indemnify and hold harmless the City 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 City.

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 for locker room supervision.
- d. 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 City.

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

CITY OF PORT ANGELES

BY:

Name _____ Date: _____

Title: _____

PORT ANGELES SCHOOL DISTRICT #121

By:

Name: _____ Date: _____

Title: _____

Approved As To Form

I:/contracts/school district

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.

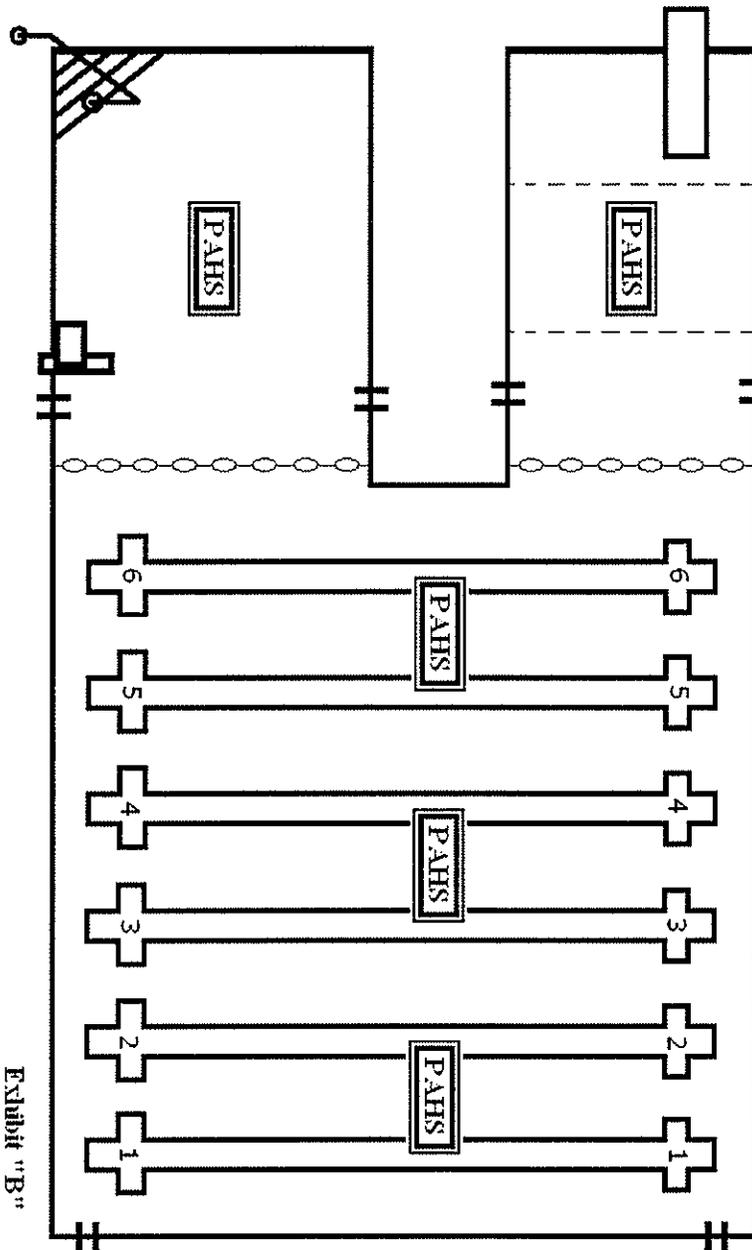
Diving: There will be no diving except in the diving tank and off the starting blocks provided proper progressive training recommended by Washington State Department of Health and supervision is provided.

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**

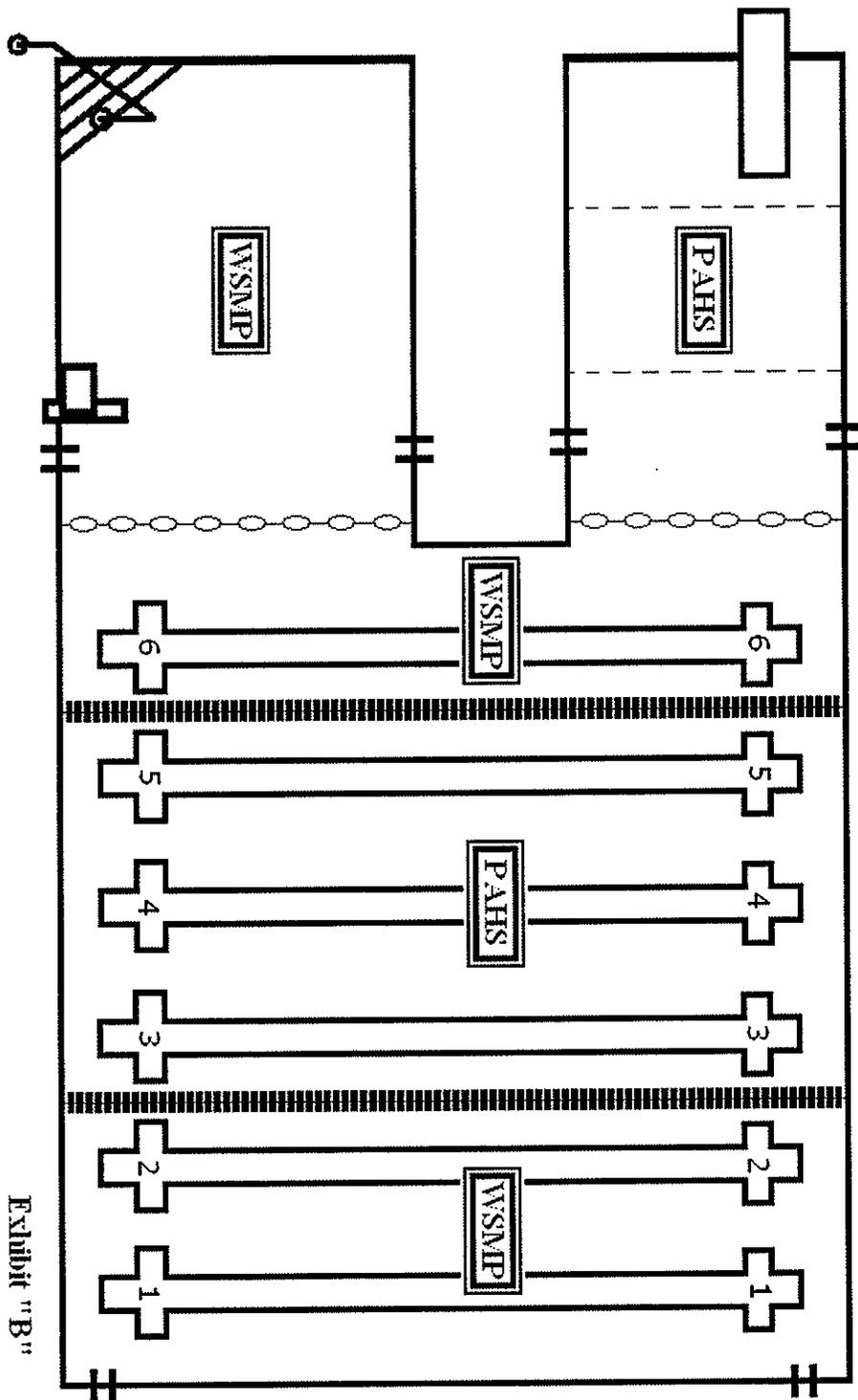
HIGH SCHOOL SWIM / DIVE TEAM POOL PRACTICE / TRAINING SCHEDULE



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

Exhibit "B"

HIGH SCHOOL SWIM / DIVE TEAM POOL PRACTICE / TRAINING SCHEDULE



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

Exhibit "B"

HIGH SCHOOL SWIM / DIVE TEAM POOL PRACTICE / TRAINING SCHEDULE

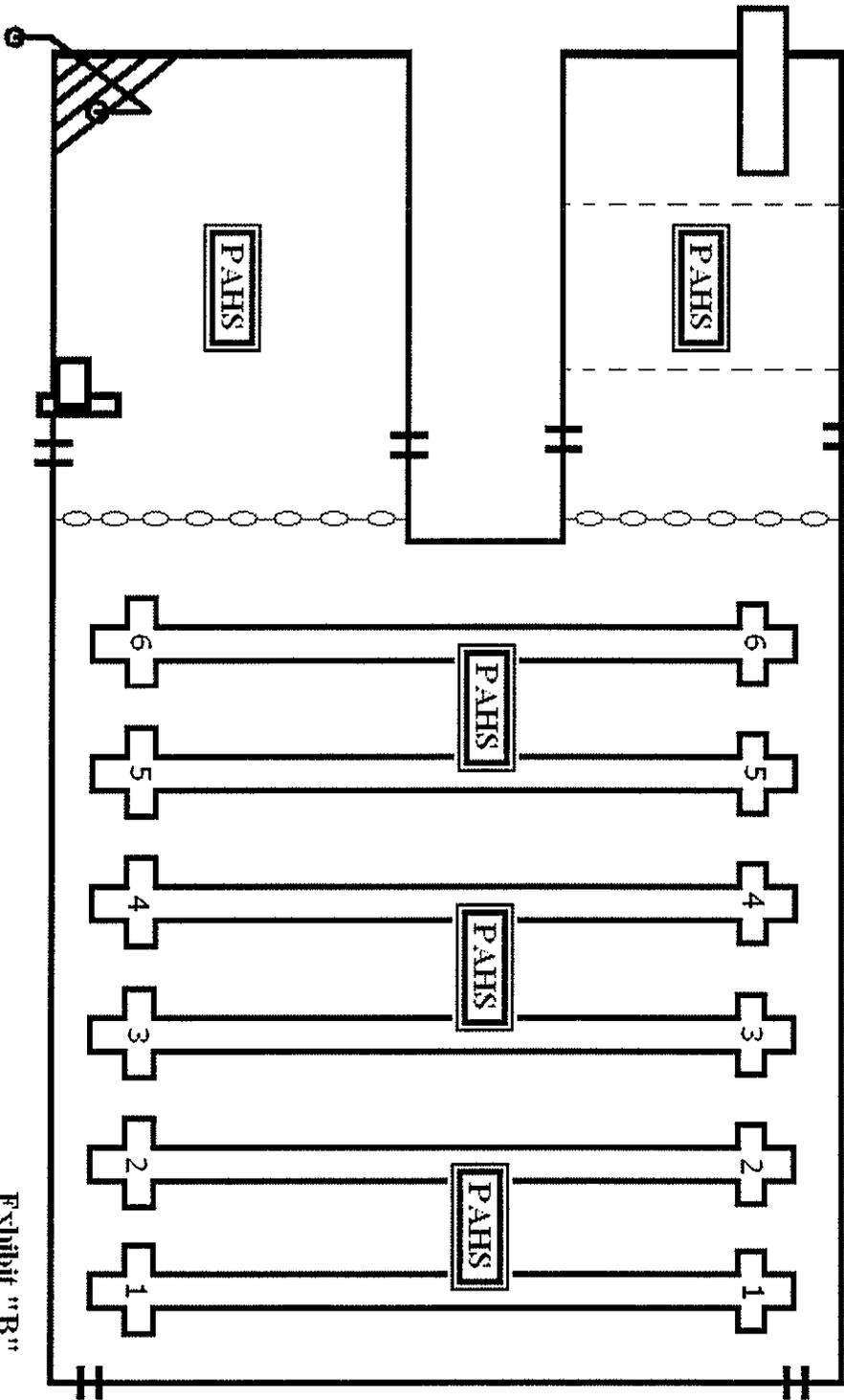
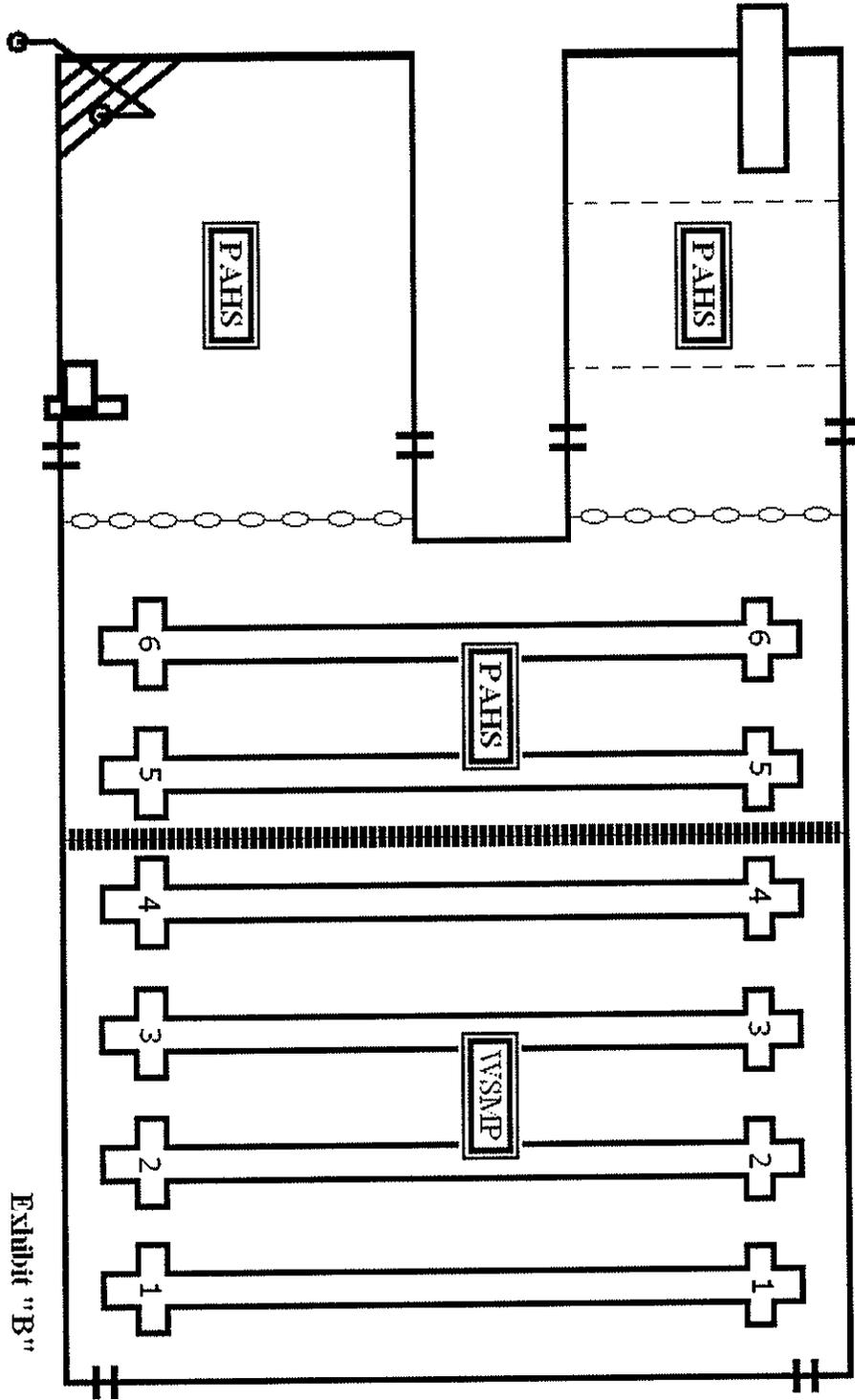


Exhibit "B"

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"

**CITY OF PORT ANGELES
AND
PORT ANGELES SWIM CLUB**

WILLIAM SHORE POOL USE AGREEMENT

THIS AGREEMENT is entered into this ____ day of _____, 2009.
By and between the CITY OF PORT ANGELES (“City”) 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 City hereby agrees to allow usage of a designated portion of William Shore Pool (“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 City.

2. **TERM** This Agreement shall be effective as of July 1, 2009, and shall terminate on June 30, 2010, 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.

3. **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 City and may be modified by the City as required to meet pool budget costs.

4. **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 City 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.
d.

5. **CANCELLATION OF POOL TIME**

- a. Provided written notice is given to the William Shore Pool 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 City cancels pool time. The City 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 city 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 Pool Staff.
8. **INDEMNIFY** The Swim Club agrees to defend, indemnify and hold harmless the City of Port Angeles 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 city.
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 City 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 City 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 City.

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

CITY OF PORT ANGELES

By:

Name _____ Date: _____

Title: _____

PORT ANGELES SWIM CLUB

By:

Name: _____ Date: _____

Title: _____

_____ Approved As To Form

EXHIBIT "A"

**SWIM CLUB
FEE SCHEDULE**

Fee Schedule:

Swim club shall be charged a rate of \$25.00 per hour for practice session, and \$30.00 per hour for swimming meets. Payment for services shall be made monthly based on actual hours of use.

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 Pool; pool staff will be responsible for maintenance of the case at such times.

PRESS RELEASE
WILLIAM SHORE MEMORIAL POOL DISTRICT
Advisory Committee Openings

File: A22.26

August 12, 2009

PRESS RELEASE
For Immediate Release

WILLIAM SHORE MEMORIAL POOL DISTRICT SEEKS VOLUNTEERS

August 12, 2009, Port Angeles, Washington – The William Shore Memorial Pool District Commissioners announces an opportunity for local residents to participate in the following Advisory Committee:

WILLIAM SHORE MEMORIAL POOL DISTRICT ADVISORY COMMITTEE

(Up to seven positions open)

The purpose of this committee is to provide comment and advice to the board relating to the policies of the board and to the operation and maintenance of the district's facilities. This committee shall consist of up to seven (7) persons, each of whom shall be a resident of the Port Angeles School District area. Membership terms on the committee shall be two years in length, and no person may be appointed to more that two (2) consecutive terms on the committee. The committee shall meet at least quarterly. The board shall consider, but is not bound by, comment and advice given to the board by the committee.

How to Apply

Interested citizens are invited to contact the Clallam County Commissioners' Office at 417.2233, visit their office in the Clallam County Courthouse, 223 East Fourth Street, Port Angeles or obtain the application online at www.clallam.net Applications must be received by **4:30 P.M., August 27, 2009.**

William Shore Memorial Pool

Activity Report



2009 Maintenance Closure

- Completed on time
- Completed under budget
 - 26K estimated
 - 19K spent
- Staff are to be commended for the exceptional job

Celebrate Summer

- 126 participants
- 8 lesson registrations
- \$200 in donations from 7 donors
- \$338 in revenue

Attendance

- 638 lap swim visits
- 671 Open and Preschool Visits
- 17 hours of rentals booked
- 98 students registered for lesson programs
- 296 Water Exercise participants

Changes

- All staff are being trained to cashier
- Lifeguards are doing nightly facility cleaning
- New family rate is very popular

Questions?



**William Shore
Memorial Pool District**



