

AGENDA

WILLIAM SHORE MEMORIAL POOL DISTRICT BOARD of COMMISSIONERS

Clallam County Courthouse, Room 160

Port Angeles, Washington

December 1, 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

ACTION ITEMS

- 1 RFP Opening for Pool Operations and/or Maintenance Services
- 2 Approval of Bills

CONTRACTS AND AGREEMENTS

- 3 Interlocal agreement with Clallam County
- 4 Contract extension with City of Port Angeles
- 5 Use Agreement with the Port Angeles Swim Club

REPORTS AND PRESENTATIONS

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

PUBLIC COMMENT

NEXT MEETING DATE

The next meeting will be decided at the December 1 meeting.

ADJOURNMENT

1
12/1/09

REQUEST FOR PROPOSALS FOR THE WILLIAM SHORE MEMORIAL POOL DISTRICT

The William Shore Memorial Pool District (WSMPD) is soliciting proposals from interested parties to provide pool operations to the William Shore Memorial Pool District Board of Commissioners.

Proposals shall include:

- Name of Firm and Qualifications to perform all of the services required.
- Cost proposal for work to be done.
- Name of insurance carrier and coverage amounts.

Scope of Services:

- Advertising
- Clothing / Uniforms
- Develop and Implement Programming
- IS Services, Support and Communication
- Janitorial Services and Supplies
- Laundry
- Management, administration, staffing, and daily operation (based upon the current hours of operations, programming, rates and policies presently in existence) of the William Shore Memorial Pool, under direction of the WSMPD Board of Commissioners.
- Office Supplies / Materials
- Professional Dues
- Teaching Aides
- Training
- Travel
- Water Equipment Training

Other Information:

- The operator shall collect and deposit to their account all income from pool operations based upon the rates established by the WSMPD Board. A statistical breakdown shall be kept of users and dollars received from each program.
- The contractor will be reimbursed by the WSMPD for the difference between the monthly income and the agreed to monthly contract fee.
- The operator shall appoint a liaison through which all communications between the WSMPD Board and the entity shall flow.
- The utilities shall be paid directly by the WSMPD.
- Facility insurance will be paid directly by the WSMPD
- Any new program, which shall incur additional costs, must be approved by the WSMPD.
- The maintenance and applicable supplies of the pool shall be provided by the WSMPD.
- All capital improvements and/or major repairs shall be provided by the WSMPD.
- The contract shall be for a minimum of four years with a six-month requirement prior to the termination of the contract by either party. Annually, the contractor will

be permitted to propose contract price adjustments resulting from direct changes in their costs. These cost changes must be documented and substantiated. Any change to the contract cost must be approved by the WSMPD.

Proposals will be received at 223 East 4th Street, Room 150, Port Angeles, Washington until 3:00 p.m., Tuesday, December 1, 2009 at which time they will be opened publicly and read aloud.

Sealed proposals must be clearly marked on the outside of the envelope. "WSMPD Pool RFP"

Financial and operational information may be obtained Monday through Friday, 8:30 a.m. to 4:30 p.m., from Charlie McClain, 227 West Eighth Street, Port Angeles, 360.457.3303.

Submittals received after 3:00 will not be considered.

WSMPD hereby notifies all that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined in Title VI of the Civil Rights Act of 1964 at 49 CFR Part 23 will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

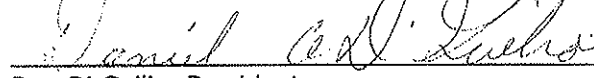
The WSMPD board of commissioners reserves the right to reject all proposals received, within the complete discretion of the Board.

PASSED THIS twenty-second day of September 2009

ATTEST:


Tammy Sullenger, Clerk of the Board

WSMPD BOARD OF COMMISSIONERS


Dan Di Giulio, President

c: District File
Tickle

Publish: two consecutive weeks at least 10 days prior to opening

CLAIMS PAYMENT REQUEST

District Name William Shore Memorial Pool District
 Period Ending: 12/1/2009
 Date Submitted 12/1/2009

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.)

Fund Number
Pickup Tammy Sullenger will pick up
 Mail to us

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
WSMPD1109	11/17/2009	0000334	CLALLAM COUNTY COMMISSIONERS	S		\$ 330.00			668.70.000.57620.41.0020	1	NOV 09 CLERK FEES	E	PD
24546	11/10/2009	0001252	CITY OF PORT ANGELES	S		\$ 34,903.09			66870.000.57620.51.0010	1	OCT 09 BILLING	E	PD
412	10/30/2009	0023222	MCCLAIN CROUSE AND CO.	S		\$ 870.00			66870.000.57620.41.0020	1	ACCOUNTING/MGMT SVS	E	PD
40009841101	11/1/2009	0005309	PENINSULA DAILY NEWS	S		\$ 63.36			66870.000.57620.44.0010	1	ADVERTISING	E	PD
CM1009	11/4/2009	0003197	CRAIG MILLER P.S.	S		\$ 900.00			66870.000.576200.41.0020	1	OCT LEGAL FEES	E	PD
												E	PD
												E	PD
												E	PD
												E	PD

Page 1 Total: 37,066.45
 Page 2 Total: 0.00
 Page 3 Total: 0.00
 Grand Total: 37,066.45

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 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

Dan Di Guilio 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 _____

Cherree Kidd Commissioner Date _____
 Recused from any bills related to the City of Port Angeles

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12/1/09



BOCC

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

Invoice No. WSMPD1109

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 11/17/2009
Order No.
Rep
FOB

Qty	Description	Unit Price	TOTAL
10	Hours - November 2009	\$33.00	\$330.00
<p>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.</p>			

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

INVOICE



CITY OF PORT ANGELES
PO BOX 1150
321 EAST 5TH
PORT ANGELES, WA 98362

(360) 417-4614

TO: WILLIAM SHORE MEM POOL DIST.
C/O CHARLES MCCLAIN
227 W. 8TH ST
PORT ANGELES, WA 98362

INVOICE NO: 24546
DATE: 11/10/09

CUSTOMER NO: 3757/3757

TYPE: PL - POOL

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00	WSMPD OCT 2009 BILLING	34,903.09	34,903.09

TOTAL DUE: \$34,903.09

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 11/10/09 DUE DATE: 12/10/09 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: 24546
TERMS: NET 30 DAYS

AMOUNT: \$34,903.09

William Shore Memorial Pool District
Budget - 2010

		2010	2009 Jan thru Oct	2008
County Advances		(257,000)		
Real and Property Taxes		450,000		
Pool Operations				
Income				
Rental Income	18,000		16,956	22,223
Merchandise Sales	3,600		2,507	4,732
Admissions	<u>150,000</u>		<u>131,650</u>	<u>155,484</u>
		171,600	151,113	182,439
Less Items for Resale		<u>(3,600)</u>	<u>(2,423)</u>	<u>(4,272)</u>
Gross Profit		168,000	148,690	178,167
Expense				
Personnel	315,480		296,462	393,384
Supplies	18,600		9,934	15,431
Communication	3,000		2,358	2,235
Travel - Training	<u>2,400</u>		<u>565</u>	<u>2,382</u>
Operating Costs		<u>339,480</u>	<u>309,319</u>	<u>413,432</u>
Total Pool Operations		(171,480)	(160,629)	(235,265)
Pool Maintenance				
Expense				
Personnel	24,840		20,700	INCL
Repair and Maintenance	2,520		2,339	45
Supplies and Chemicals	<u>32,760</u>		<u>26,515</u>	<u>26,950</u>
Maintenance Costs		<u>60,120</u>	<u>49,554</u>	<u>26,995</u>
Total Pool Maintenance		(60,120)	(49,554)	(26,995)
Utilities		(95,400)	(78,926)	(99,007)
Insurance - Property & Liability		(13,000)	(6,920)	
Professional Services		<u>(13,560)</u>	<u>(6,445)</u>	<u>(45)</u>
Net Income for the period		<u>96,440</u>	<u>(302,474)</u>	<u>(361,312)</u>
Remaining County Advances		<u>(160,560)</u>		

City of Port Angeles/William Shore Memorial Pool
October 2009 Revenues/Expenses

	Sep Balance	Oct charges	Oct Balance	Difference	Adjusted Oct Charges	Oct Balance	Difference	Explanation
001-8020-347-3011	5.00	(5.00)	-	\$	(5.00)	\$	-	
001-8020-347-3012	83,253.32	8,310.82	91,564.14	\$	8,310.82	\$	91,564.14	
001-8020-347-3013	33,966.26	7,119.38	41,085.64	\$	7,119.38	\$	41,085.64	
001-8020-347-3014	14,644.14	387.04	15,031.18	\$	387.04	\$	15,031.18	
001-8020-347-3015	1,412.54	70.45	1,482.99	\$	70.45	\$	1,482.99	
001-8020-347-3016	419.76	22.21	441.97	\$	22.21	\$	441.97	
001-8020-347-8020	2,266.19	241.27	2,507.46	\$	241.27	\$	2,507.46	
001-8020-369-8100	(154.70)	(25.50)	(180.20)	\$	(25.50)	\$	(180.20)	
	\$	16,120.67	Total Revenues	\$	16,120.67	\$		
001-8120-576-1001	13,603.04	1494.26	15,097.30	\$	1,494.26	\$	15,097.30	
001-8120-576-1011	252.36	0	252.36	\$	-	\$	252.36	
001-8120-576-2010	1,043.85	111.21	1,155.06	\$	111.21	\$	1,155.06	
001-8120-576-2030	992.09	79.3	1,071.39	\$	79.30	\$	1,071.39	
001-8120-576-2041	70.54	7.84	78.38	\$	7.84	\$	78.38	
001-8120-576-2042	22.89	2.53	25.42	\$	2.53	\$	25.42	
001-8120-576-2050	2,718.05	302.05	3,020.10	\$	302.05	\$	3,020.10	
001-8120-576-3105	9,030.03	2656.59	11,686.62	\$	2,656.59	\$	11,686.62	
001-8120-576-3120	14,828.56	690.07	15,518.63	\$	690.07	\$	15,518.63	
001-8120-576-4810	1,648.52	0	1,648.52	\$	-	\$	1,648.52	
001-8020-576-1001	84,666.90	8132.5	92,849.40	\$	8,132.50	\$	92,849.40	
001-8020-576-1002	123,631.54	15861.4	139,492.94	\$	15,861.40	\$	139,492.94	
001-8020-576-1011	5,730.62	793.01	6,523.63	\$	793.01	\$	6,523.63	
001-8020-576-2010	16,246.18	1886.1	18,134.28	\$	1,886.10	\$	18,134.28	
001-8020-576-2030	5,398.70	249.85	5,648.55	\$	249.85	\$	5,648.55	
001-8020-576-2040	3,072.27	162	3,234.27	\$	162.00	\$	3,234.27	
001-8020-576-2041	394.37	25.15	419.52	\$	25.15	\$	419.52	
001-8020-576-2042	134.56	8.5	143.06	\$	8.50	\$	143.06	
001-8020-576-2050	20,180.32	1391.68	21,572.00	\$	1,391.68	\$	21,572.00	
001-8020-576-2060	1,492.64	6951.7	8,444.34	\$	6,951.70	\$	8,444.34	
001-8020-576-3101	5,679.93	1380.96	7,060.89	\$	1,380.96	\$	7,060.89	
001-8020-576-3106	2,174.67	172.36	2,347.03	\$	172.36	\$	2,347.03	
001-8020-576-3107	450.85	0	450.85	\$	-	\$	450.85	
001-8020-576-3111	407.35	0	407.35	\$	-	\$	407.35	
001-8020-576-3401	2,423.08	0	2,423.08	\$	-	\$	2,423.08	
001-8020-576-4150	-	75	75.00	\$	75.00	\$	75.00	
001-8020-576-4210	591.58	46.33	637.91	\$	46.33	\$	637.91	
001-8020-576-4212	1,548.00	172	1,720.00	\$	172.00	\$	1,720.00	
001-8020-576-4310	517.16	48	565.16	\$	48.00	\$	565.16	
001-8020-576-4410	384.85	0	384.85	\$	-	\$	384.85	
001-8020-576-4710	70,654.57	8271.37	78,925.94	\$	8,271.37	\$	78,925.94	
	\$	51,023.76	Total Expenses	\$	51,023.76	\$		
	\$	34,903.09	Oct 09 Billing	\$	34,903.09	\$		

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: 10/30/09
Invoice Number: 412

Date	Services	Fee
	Previous Outstanding Balance	425.00
10/30/09	Monthly Accounting	200.00
10/30/09	Comp forecast/projection	245.00

New Charges: 445.00

Prior Balance: 425.00

Total Due: 870.00

Affidavit of Publication

In the Superior Court of the State of Washington for Clallam/Jefferson County

Peninsula Daily News

CL CO COMMISSIONERS
ATTN: TAMMY DAVIDSON
223 E 4TH ST STE 4
PORT ANGELES, WA 98362-3000

REQUEST FOR PROPOSALS

The William Shore Memorial Pool District is soliciting proposals from interested parties to provide pool operations to the William Shore Memorial Pool District Board of Commissioners.

Proposals will be received at 223 East Fourth Street, Room 150, Port Angeles, Washington until 3:00 p.m., Tuesday, December 1, 2009 at which time they will be opened publicly and read aloud. Submittals received after 3:00 p.m., December 1, 2009, will not be considered.

Sealed proposals must be clearly marked on the outside of the envelope "WSMPD Pool RFP"

Financial and operational information may be obtained Monday through Friday, 8:30 a.m. to 4:30 p.m., from Charlie McClain, 227 West Eighth Street, Port Angeles, 360.457.3303.
Pub: Oct. 18, 25, 2009

Reference: 4000984
5058947 REQUEST FOR PROPOSALS

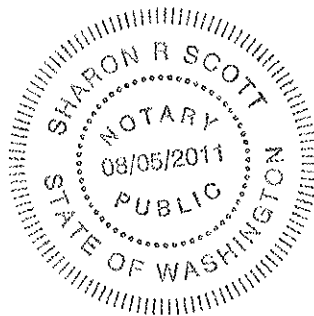
The undersigned being first duly sworn on oath, deposes and says.

That she/he is authorized to and does make this affidavit for and on behalf of Peninsula Daily News, a corporation, and that the following statements of fact are within her/his personal and actual knowledge.

That said corporation is the owner and publisher of the Peninsula Daily News published in Clallam/Jefferson Counties, and had been approved as a legal newspaper by order of the Superior Court of said Clallam/Jefferson County of the State Of Washington.

That the annexed is a true copy of a legal insertion as it was published in regular issues (and not in the supplement form) of said newspaper was regularly distributed to its subscribers during all of said period. The publishing date cited is the last day of publication.

1 Insertion in Pub PDN on 10/18/09
1 Insertion in Pub PDN on 10/25/09



Sharon R. Scott

Sworn to me on this 26th day of October 2009

NOTARY PUBLIC

Notary Public in and for the State of Washington residing in Port Angeles.

Peninsula Daily News P.O. Box 1330 Port Angeles, WA 98362

Craig L. Miller, P.S.
ATTORNEY AT LAW

Craig L. Miller

Vickie L. Brewer

November 4, 2009

WILLIAM SHORE MEMORIAL POOL DISTRICT
C/O CHARLES McCLAIN
McCLAIN & CROUSE, P.S.
227 WEST 8TH STREET
PORT ANGELES, WA 98362

SUMMARY OF CHARGES FOR LEGAL SERVICES FOR THE MONTH OF OCTOBER 2009.

<u>DETAIL</u>	<u>TIME</u>
LEGAL SERVICES	
9/22/09 Attend Board meeting; review agenda package.	1.0
9/28/09 Review materials on next year's tax rate.	.3
9/29/09 Draft language for the RFP.	.3
10/23/09 Review agenda package.	.3
10/27/09 Review draft resolution; telephone conference with assessor.; Conference with Jim Jones ; with Mike Chapman; attend board meeting.	1.9
10/28/09 Conference with Jim Jones re: tax levy resolution.	.4
10/30/09 Telephone conference with DiGuilio.	.3
Balance Due	4.5 \$ 900

We thank you for the opportunity to work with you. Please call if you have any questions regarding your case or your bill. Your prompt payment is appreciated.

Sincerely,
Craig L. Miller, P.S.

JulieAnna Gardiner

711 EAST FRONT STREET, SUITE A
PORT ANGELES, WA 98362
(360) 457-3349 (360) 457-3379 FAX
e-mail: cmiller@craiglmiller.com
e-mail: vbrewer@craiglmiller.com



Contract Number: 100221.09.04

28
11/03/09
3
12/1/09

CLALLAM COUNTY INTERLOCAL AGREEMENT

PARTIES:

Pursuant to Chapter 39.34 of the Revised Code of Washington and other provisions of the law, William Shore Memorial Pool District, hereinafter called DISTRICT and CLALLAM COUNTY, a political subdivision of the State of Washington, hereinafter called COUNTY, hereby agree to cooperatively obtain services according to the following terms and conditions:

THIS AGREEMENT IS BASED ON THE FOLLOWING PREMISES:

1. The Washington State Auditor's Office has advised the COUNTY regarding COUNTY AND DISTRICT responsibilities for accounts payable, payroll, and budgets.
2. The County does not provide accounting services for the DISTRICT and is not responsible to audit expenditures in accounts payable or payroll to ensure accuracy or to ensure compliance with budgetary and accounting standards.
3. It is the DISTRICT's responsibility to ensure funds exist to pay bills and/or payroll, budgetary compliance, compliance with purchasing procedures required by statute, and that funds are spent for legal purposes. It is the DISTRICT's responsibility to maintain records and documentation in accordance with state and federal requirements.
4. The COUNTY and DISTRICT desire to continue working together to facilitate a cooperate method of processing the DISTRICT's accounts payable and payroll.

BASED ON THE MUTUAL COVENANTS CONTAINED HEREIN, THE PARTIES AGREED AS FOLLOWS:

1. **Duration.** This agreement shall be in effect as of the date of signature and continue in effect until terminated as specified in this agreement under Item 7, **Termination**.
2. **Purpose.** The purpose of this agreement is to establish responsibilities of both parties for financial transactions accomplished by the COUNTY on behalf of the DISTRICT and to terminate any prior agreements between COUNTY and DISTRICT to provide accounts payable and payroll services.
3. **Accounts Payable.**
Both Parties agree: It is the COUNTY's responsibility to pay invoices through its accounts payable process, based on invoices submitted by the DISTRICT. It is recognized and agreed that the COUNTY does not audit invoices of the DISTRICT to ensure payment from the correct Budget Accounting and Reporting System (BARS) account, budgetary compliance, or that funds are spent for legitimate purposes.

DISTRICT agrees to:

- Comply with procedures required by the County Auditor.
- Submit accounts payable in accordance with and on forms developed by the County Auditor.
- Ensure the accuracy of submitted information.
- Ensure funds exist to pay bills, budgetary compliance, compliance with purchasing procedures required by statute, and that funds are spent for legal purposes. Maintain records and documentation in accordance with state and federal requirements.

- Provide Auditor's accounts payable with a contact person for accounts payable administration.
- Provide the Auditor with, and maintain, a signature authorization for invoice processing.

COUNTY agrees to:

- Provide and maintain written requirements, forms, standards for submission, and instructions for accounts payable.
- Create warrants for distribution in a timely manner following proper submission of required information and required certifications.
- Redeem warrants in accordance with applicable statutes.

4. **Budget and Financial Operations.**

DISTRICT agrees to:

- Monitor balance sheets, expenditure and revenue reports and to report any errors to the COUNTY Auditor's Chief Accountant.
- Comply with generally accepted accounting principles (GAAP) required by statute and the State Auditor including but not limited to use of BARS, and compliance with budgetary, purchasing, documentation, and records retention requirements.
- Provide notice to the COUNTY Budget Director of changes to budget allocations.
- Provide advance notice to the COUNTY Treasurer whenever possible of financial transactions that require changes to investments.

COUNTY agrees to:

- Maintain and utilize a financial system that records and provides accounting for revenue, expenditure, budgetary, and balance sheet accounts of the DISTRICT.
- Act as Treasurer for the DISTRICT and to maintain funds in accordance with generally accepted accounting principles.
- Invest excess DISTRICT funds in accordance with COUNTY practices and standards.
- Provide regular reports on investments of DISTRICT funds.
- Provide regular revenue and expenditure status reports on funds of the DISTRICT.

5. **Payroll.**

Both Parties Agree:

- The COUNTY provides limited payroll services to junior taxing districts as a billable. The COUNTY charges a fee for such services.
- The DISTRICT may choose to utilize the COUNTY's payroll services or may provide payroll themselves or through a third party. If the DISTRICT chooses to provide payroll services either themselves or through a third party, the DISTRICT will establish necessary bank account(s) for payroll and submit payroll as an accounts payable in accordance with this agreement.

If the COUNTY provides payroll services the DISTRICT agrees to:

- Comply with procedures required by the COUNTY Human Resources Department (HR).
- Submit payroll in accordance with and on forms developed by the COUNTY HR.
- Ensure the accuracy of submitted information.
- Ensure funds exist to pay payroll, budgetary compliance, compliance with purchasing procedures required by statute, and that funds are spent for legal purposes. Maintain records and documentation in accordance with state and federal requirements.
- Provide the COUNTY HR with a contact person for payroll administration.
- Require that all new employees during the term of this agreement utilize direct deposit for payroll.
- Make payment for payroll services within 30 days of billing by the COUNTY.

If the COUNTY provides payroll services the COUNTY agrees to:

- Provide and maintain written requirements, forms, standards for submission, and instructions for payroll.

- Create and distribute payroll warrants and direct deposit on the same schedule as COUNTY payroll.
- Withhold employee deductions and make payment to vendors for such deductions.
- Prepare and distribute W-2's in accordance with state and federal statutes.
- Prepare and submit 941's and other payroll reports required by state and federal statutes.
- Provide at least 180 days written notice of any change to pay dates.
- Bill quarterly for payroll services.

6. **Administration and Notice.**

The County Administrator, on behalf of the COUNTY, and the DISTRICT Chair of the Board, on behalf of DISTRICT, are responsible for administration of this agreement. All notices envisioned under this agreement shall be given by first class, United States mail, postage prepaid and addressed as follows:

Clallam County Commissioners' Office
 ATTN: County Administrator
 223 E 4th Street, Suite 4
 Port Angeles, WA 98362-3015

and

William Shore Memorial Pool District
 321 East 5th Street
 Port Angeles, WA 98362

All notices shall be deemed given no earlier than when properly deposited in the United States mail. The postmark on the envelope bearing any notice shall be conclusive evidence of the date of the deposit in the mails of the United States.

7. **Termination.** This agreement may be terminated by either party after 90 days written notice.
8. **Severability.** If any provision of this agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this agreement which can be given effect without the invalid provision, and to this end the provisions of this agreement are declared to be severable.

Approved this third day of November 2009

WILLIAM SHORE MEMORIAL POOL DISTRICT

Dan Di Guilio
 Chair, Board of Commissioners

CLALLAM COUNTY COMMISSIONERS


 Howard V. Doherty, Jr.
 Chair, Board of Commissioners

ATTEST:

Trish Holden
 Trish Holden, CMC, Clerk of the Board

Approved as to Form:

Mark Nichols
 Mark Nichols, Chief Deputy Prosecuting Attorney

4
12/1/09

FIRST AMENDMENT
TO AGREEMENT FOR OPERATION
OF WILLIAM SHORE MEMORIAL POOL

This First Amendment is entered into this ____ day of _____, 2009 by and between the City of Port Angeles, a Municipal Corporation of the State of Washington, hereinafter referred to as "City," and William Shore Memorial Pool District, a Metropolitan Park District formed pursuant to RCW 35.61, hereinafter referred to as "WSMPD."

For and in consideration of the mutual benefits to be derived herefrom, the Parties recite, covenant, and agree as follows:

1. On the 26th day of June, 2009, the Parties entered into an "Agreement for Operation of William Shore Memorial Pool," which Agreement is incorporated by this reference and may hereafter be referred to as "the Agreement."

2. The Parties wish to extend the term of the Agreement to March 31, 2010. For that purpose, the Parties do hereby amend Section 2 of the Agreement to read as follows:

2. TERM

The effective date of this Agreement is June 3, 2009. This agreement shall terminate on March 31, 2010, or on the last day of the month following the forty-fifth day on which WSMPD gives to the City written notice of termination, whichever occurs first.

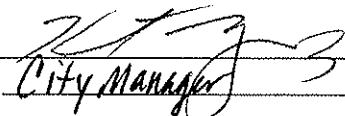
3. As amended, the Agreement is ratified and confirmed.

IN WITNESS WHEREOF, the parties have executed this First Amendment to Agreement for Operation of William Shore Memorial Pool in duplicate by the subjoined signatures of their duly authorized officials.

WILLIAM SHORE MEMORIAL POOL
DISTRICT

CITY OF PORT ANGELES

By: _____
Title: _____

By: 
Title: City Manager

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12/1/09

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

USE AGREEMENT

THIS AGREEMENT is entered into this twenty-fifth day of August 2009 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, 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.

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 from 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 _____
Dan Di Guilio

Date: _____

Title: _____
President, WSMPD

PORT ANGELES SWIM CLUB

By:

Name: Linda Sanchez

Date: 4-6-09

Title: President

E. J. Miller 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 \$40.00 per hour for swimming meets. Payment for services shall be made monthly based on actual hours of use.

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)
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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.

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12/1/09

William Shore Memorial Pool District
Statement of Revenue and Expenses
for the one and five months ending October 31, 2009

	Oct 09	Jan - Oct 09
Income		
43400 · Direct Public Support		
43450 · Individ, Business Contributions	0.00	4,854.51
Total 43400 · Direct Public Support	0.00	4,854.51
45000 · Rental Income		
45030 · Facility Rental	387.04	3,520.90
45050 · Locker Rental	70.45	994.63
45060 · Equipment Rental	22.21	61.19
Total 45000 · Rental Income	479.70	4,576.72
46400 · Merchandise Sales		
46450 · Sale Items	241.27	1,415.77
Total 46400 · Merchandise Sales	241.27	1,415.77
47200 · Admissions		
47230 · Pass Sales	8,310.82	16,986.57
47240 · Single Admissions	0.00	29,713.86
47250 · Aerobic Classes	-5.00	334.89
47260 · Swimming Instruction	7,119.38	20,898.75
Total 47200 · Admissions	15,425.20	67,934.07
47981 · Cash Overages and Shortages	-25.50	-176.80
47990 · Other Miscellaneous Revenue	0.00	8.55
Total Income	16,120.67	78,612.82
Cost of Goods Sold		
50010 · Items for Resale	0.00	1,808.14
Total COGS	0.00	1,808.14
Gross Profit	16,120.67	76,804.68
Expense		
60900 · Reimbursed Operating Costs		
62100 · Personnel		
62110 · Regular Time	24,043.90	103,502.34
62150 · Overtime	793.01	3,987.17
62160 · Benefits	3,313.43	15,297.71
62170 · Retirement	249.85	1,328.13
62180 · Unemployment Compensation	6,951.70	8,421.70
62190 · Department of Labor & Industry	162.00	7,130.67
Total 62100 · Personnel	35,513.89	139,667.72
65000 · Supplies		
65010 · Office Supplies	75.00	1,744.77
65040 · Operating Supplies	1,380.96	4,980.36
65060 · Cleaning and Sanitation Supplie	172.36	1,195.08
Total 65000 · Supplies	1,628.32	7,920.21
68000 · Charges for Services		
68100 · Telephone	218.33	1,163.76
68300 · Travel and Meetings		
68320 · Travel - Training	48.00	200.00
Total 68300 · Travel and Meetings	48.00	200.00
Total 68000 · Charges for Services	266.33	1,363.76
Total 60900 · Reimbursed Operating Costs	37,408.54	148,951.69

William Shore Memorial Pool District
Statement of Revenue and Expenses
for the one and five months ending October 31, 2009

	Oct 09	Jan - Oct 09
60901 · Reimbursed Maintenance Costs		
62101 · Personnel		
62111 · Regular Time	1,494.26	7,471.25
62161 · Benefits	423.63	2,125.31
62171 · Retirement	79.30	442.10
Total 62101 · Personnel	1,997.19	10,038.66
62800 · Facilities and Equipment		
62830 · Repair and Maintenance		
62840 · Building-Repair and Maintenance	690.07	956.48
Total 62830 · Repair and Maintenance	690.07	956.48
Total 62800 · Facilities and Equipment	690.07	956.48
65001 · Supplies		
65041 · Maintenance Supplies	0.00	12,516.40
65050 · Chemicals	2,656.59	5,832.51
Total 65001 · Supplies	2,656.59	18,348.91
Total 60901 · Reimbursed Maintenance Costs	5,343.85	29,344.05
62890 · Utilities	8,271.37	33,142.97
65120 · Insurance-Property & Liability	0.00	6,920.39
65160 · Professional Services		
65170 · Legal Services	900.00	3,255.00
65180 · Accounting Services	445.00	1,870.00
65190 · County Clerk Services	330.00	1,320.00
Total 65160 · Professional Services	1,675.00	6,445.00
65500 · Other Expenses		
65510 · Miscellaneous Expense	0.00	384.85
65540 · Elections Costs	0.00	49,370.20
Total 65500 · Other Expenses	0.00	49,755.05
Total Expense	52,698.76	274,559.15
Net Income	-36,578.09	-197,754.47

3:49 PM
 11/18/09
 Cash Basis

**William Shore Memorial Pool District
 Profit & Loss Forecast Overview
 January through December 2010**

	Jan - Dec 10
Income	
41110 · Real and Property Taxes	450,000.00
45000 · Rental Income	18,000.00
46400 · Merchandise Sales	3,600.00
47200 · Admissions	150,000.00
Total Income	621,600.00
Cost of Goods Sold	
50010 · Items for Resale	3,600.00
Total COGS	3,600.00
Gross Profit	618,000.00
Expense	
60900 · Reimbursed Operating Costs	
62100 · Personnel	
62110 · Regular Time	267,000.00
62160 · Benefits	38,040.00
62170 · Retirement	2,580.00
62180 · Unemployment Compensation	5,880.00
62190 · Department of Labor & Industry	1,980.00
Total 62100 · Personnel	315,480.00
65000 · Supplies	
65010 · Office Supplies	6,000.00
65030 · Printing and Copying	3,000.00
65040 · Operating Supplies	6,000.00
65060 · Cleaning and Sanitation Supplie	3,600.00
Total 65000 · Supplies	18,600.00
68000 · Charges for Services	
68100 · Telephone	3,000.00
68300 · Travel and Meetings	
68320 · Travel - Training	2,400.00
Total 68300 · Travel and Meetings	2,400.00
Total 68000 · Charges for Services	5,400.00
Total 60900 · Reimbursed Operating Costs	339,480.00
60901 · Reimbursed Maintenance Costs	
62101 · Personnel	
62111 · Regular Time	18,300.00
62161 · Benefits	5,160.00
62171 · Retirement	1,380.00
Total 62101 · Personnel	24,840.00
62800 · Facilities and Equipment	
62830 · Repair and Maintenance	
62840 · Building-Repair and Maintenance	2,520.00
Total 62830 · Repair and Maintenance	2,520.00
Total 62800 · Facilities and Equipment	2,520.00
65001 · Supplies	
65041 · Maintenance Supplies	21,000.00
65050 · Chemicals	11,760.00
Total 65001 · Supplies	32,760.00
Total 60901 · Reimbursed Maintenance Costs	60,120.00
62890 · Utilities	95,400.00
65120 · Insurance-Property & Liability	13,000.00

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11/18/09
Cash Basis

William Shore Memorial Pool District
Profit & Loss Forecast Overview
January through December 2010

	Jan - Dec 10
65160 · Professional Services	
65170 · Legal Services	6,600.00
65180 · Accounting Services	3,000.00
65190 · County Clerk Services	3,960.00
Total 65160 · Professional Services	13,560.00
Total Expense	521,560.00
Net income	96,440.00