

AGREEMENT

THIS AGREEMENT by and between **YMCA OF INDIANA COUNTY** (hereinafter referred to as “YMCA”)

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INDIANA AREA SCHOOL DISTRICT (hereinafter referred to as the “District”).

WITNESSETH:

WHEREAS, the YMCA has staff who are trained and certified lifeguards; and

WHEREAS, the DISTRICT wishes to utilize YMCA to provide lifeguards for its Junior High School pool; and

WHEREAS, the Parties are desirous of setting forth the terms and conditions of such contractual relationship.

NOW THEREFORE, in consideration of the above premises and intending to be legally bound hereby, the Parties agree as follows:

1. **TERM.** This Agreement shall begin on October 28, 2019 and remain in full effect until May 21, 2020.

2. **LIFEGUARD SERVICES.** The YMCA will provide one (1) lifeguard services to the District on days school is in session Monday through Friday for 7.5 hours per day from 7:15 a.m. – 2:45 p.m.

3. PAYMENT AND COST. DISTRICT shall pay to the YMCA the sum of \$2,205 per month to be paid by the 15th of each month, November 2019 – April 2020 (6 months). The month of May 2020, shall be scheduled as 1 day per week with the option of adding school days as needed. Those days will be billed at the end of the month based on the total number of days used at a rate of \$16.80/hour which is the per hour rate based on actual school days during the service time divided by the monthly agreement.

4. DUTIES OF YMCA.

- a. The YMCA will provide properly trained and certified lifeguard staff to the District at the Junior High School pool at the agreed upon days and times. All YMCA lifeguards must obtain all necessary clearances including Act 34, Act 151 and FBI clearance. Before undertaking any duties at the Junior High School pool, the lifeguards must provide the District with copies of clearances and current lifeguard, first aid and CPR certifications.
- b. The YMCA / lifeguards will test the Junior High School pool water daily in accordance with the local bathing code to ensure compliance with local standards.
- c. The YMCA / lifeguards will be the final authority in the aquatic environment. In the event of any student disciplinary issues, the lifeguards will immediately report all such information to the Teacher. In the event of a discrepancy, the Principal and YMCA Associate Executive Director will rectify the situation.
- d. All YMCA / lifeguards will be employees of the YMCA and will report directly to the YMCA Associate Executive Director.

- e. Lifeguards will enter the Junior High via the main entrance and check in with the office staff upon arrival.

5. DUTIES OF DISTRICT.

- a. The DISTRICT will maintain the aquatic environment in compliance with all state and local bathing codes.
- b. The DISTRICT will provide pool orientation for all YMCA staff to familiarize them with the Junior High swimming pool.
- c. The DISTRICT will provide all necessary swimming pool safety and testing equipment.
- d. The DISTRICT will coordinate with the morning lifeguard prior to opening the swimming pool to ensure water chemistry is appropriately balanced.
- e. The DISTRICT will provide the YMCA / lifeguards with copies of the school calendar and notification of school closings and delays. Schedule changes will be provided to the YMCA Associate Executive Director in advance when possible. School District contact is: Michael Minnick, Junior High Principal. YMCA contact is: Jennifer Villa, Associate Executive Director.
- f. Communicate questions and concerns to the YMCA Associate Executive Director as soon as possible.

6. INDEPENDENT CONTRACTOR. YMCA is an independent contractor and YMCA is the sole supervisor of its employees and is responsible for paying salaries, taxes and all other expenses related to those individuals.

7. INSURANCE. YMCA shall furnish and maintain in full force and affect at all times during the term of this Agreement all applicable insurance coverages including, but not limited to, workers' compensation and general comprehensive liability coverage.

8. INDEMNIFICATION. YMCA shall indemnify, defend and hold harmless the DISTRICT from and against all claims, demands, losses, damages, defense costs, or liability of any kind or nature, which may be imposed upon it for injury, including bodily injury and/or death, or damage to persons or property as a result of or arising out of the YMCA or its employee's gross negligence or intentional tortious acts in the performance of the terms and conditions of this Agreement. Such indemnification includes any damage to third parties.

Reciprocally, DISTRICT shall indemnify, defend and hold harmless the YMCA from and against all claims, demands, losses, damages, defense costs, or liability of any kind or nature, which may be imposed upon it for injury, including bodily injury and/or death, or damage to persons or property as a result of or arising out of the DISTRICT's or its employee's gross negligence or intentional tortious acts in the performance of the terms and conditions of this Agreement. Such indemnification includes any damage to third parties.

9. GOVERNING LAW. This Agreement shall be construed under, and in accordance with the laws of the State of Pennsylvania. This Agreement shall not be deemed for the benefit of any third party. It shall be binding upon, and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

10. INVALIDITY OF PROVISIONS. In the case that any one or more of these provisions in this Agreement shall, for any reason, be held invalid, illegal, or unenforceable in any respect, it shall only affect such provision(s) and not affect all other portions of this Agreement.

The portions of this Agreement that were unaffected shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

11. **SOLE UNDERSTANDING OF PARTIES.** This Agreement constitutes the sole and only Agreement of the Parties involved and supersedes any prior understanding, or written or oral agreement between the Parties respecting the subject matter contained within.

ATTEST:

INDIANA AREA SCHOOL DISTRICT

BY _____
Board President

Date: _____

ATTEST:

YMCA OF INDIANA COUNTY

BY _____

Date: _____