

**INTERLOCAL AGREEMENT
BETWEEN THE
TUKWILA POOL METROPOLITAN PARK DISTRICT
AND THE
TUKWILA SCHOOL DISTRICT**

This AGREEMENT (Agreement) is made and entered this 11th day of July, 2017.

This Interlocal Agreement is made between the Tukwila Pool Metropolitan Park District, hereinafter referred to as (TPMPD) and the Tukwila School District, hereinafter referred to as (TSD), both municipal corporations under the State of Washington (collectively, the Parties).

WHEREAS, the Interlocal Cooperation Act, as amended and codified in Chapter 39.34 RCW provides for interlocal cooperation between government agencies, and;

WHEREAS, the residents of the City of Tukwila, in 2011, voted to form the TPMPD to preserve a Pool as a community facility for the use and benefit of the entire Tukwila community, and;

WHEREAS, the TPMPD and the TSD are mutually interested in an adequate program of community recreation, and;

WHEREAS, the TPMPD and TSD in the interest of providing the best service with the least possible expenditure of public funds, full cooperation between the TPMPD and TSD is necessary, and;

WHEREAS, the TSD desires to use TPMPD aquatic facilities for conducting interscholastic swimming and aquatic sports programs, and;

WHEREAS, the TPMPD desires to use TSD facilities and services for providing an aquatics facility to the community, and;

WHEREAS, both the TPMPD and the TSD agree that coordinated and cooperative scheduling of public facilities is the best way to maximize the beneficial use of these facilities while ensuring they are maintained as sustainable community assets, and;

WHEREAS, both the TPMPD and the TSD will benefit from using an agreement which defines and protects the interests of both parties.

NOW THEREFORE, IN CONSIDERATION of the benefits to be derived and the terms and conditions set forth herein the TPMPD and the TSD do hereby agree as follows:

A. Purpose

This Agreement between the Tukwila School District and the Tukwila Metropolitan Pool District is to manage the exchange of facilities and support services between the Parties. It is to work in tandem with the Lease Agreement of 2011 and not meant to supersede that agreement. This Agreement shall be in force for all situations that involve the use of facilities or services as described herein. The Lease Agreement of 2011 shall be in force for all situations that involve the use of property on 4414 S. 144th St. Tukwila WA 98168 as described in that agreement.

B. TPMPD Facilities

The TPMPD agrees to make its Aquatic Facilities available to the TSD after the scheduling requirements for its own programs have been met. Aquatic Facilities include, but are not limited to, the Tukwila Pool, locker rooms, showers and related equipment owned by the TPMPD. A description of the TPMPD Facilities availability for joint use programming under this agreement and agreed upon priorities are included as Appendix A.

C. TSD Facilities

The TSD agrees to make meeting space/classroom facilities available to the TPMPD after the scheduling requirements for its own programs have been met. A description of the TPMPD Facilities availability for joint use programming under this agreement and agreed upon priorities are included as Appendix A.

D. TSD Services

The TSD shall also provide regular lawn care, leaf removal, and brush trimming for the TSD-owned property surrounding the Tukwila Pool. Expected frequency and level of service shall be equivalent to the level of grounds keeping TSD provides for its adjacent Foster High School property.

E. Scheduling

Scheduling and available hours shall be pursuant to Appendix A. The TPMPD and the TSD shall designate staff responsible for scheduling facilities.

F. Staffing

1. TPMPD Responsibilities:

- i. The TPMPD shall be responsible for providing lifeguards during instructional usage times as part of the Tukwila Pool's regular open hours. In accordance with the Tukwila Pool Rules, TPMPD staff will have the authority to supervise student behavior at the Aquatics Facility during TSD usagetimes.
- ii. The TPMPD shall provide a copy of Tukwila Pool Rules to the TSD personnel (Appendix C).
- iii. The TPMPD shall provide adequate personnel to supervise TPMPD classroom-based activities in/on school facilities which shall be scheduled during non-instructional hours.

2. TSD Responsibilities:

- i. The TSD shall provide adequate personnel to supervise school activities held in/on TPMPD facilities.
- ii. The TSD personnel shall ensure that School programs be conducted in conformance with safety regulations adopted by the Washington State Board of Health, and as amended, and in compliance with the Tukwila Pool Rules, (Appendix C).
- iii. The TSD shall compensate the TPMPD for additional TPMPD staff services as invoiced and submitted in accordance with this Agreement. (Appendix A)

G. Fees

Any fees and or charges shall be set forth in Appendix A.

H. Termination

Either Party may terminate this Agreement as it relates to any or all facilities upon giving to the other Party twelve (12) months' advance written notice of intention to terminate in accordance with the academic school year, September through August, not the calendar year.

I. Indemnification

The TPMPD shall defend, indemnify and hold harmless the TSD, its officers, officials, employees, agents and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, including all legal costs and attorney fees, arising out of or in connection with or as a result of this Agreement except only such injury or damage as shall have been occasioned by the sole negligence of the TSD.

The TSD shall defend, indemnify and hold harmless the TPMPD, its officers, officials, employees, agents and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, including all legal costs and attorney fees, arising out of or in connection with or as a result of this Agreement except only such injury or damage as shall have been occasioned by the sole negligence of the TPMPD.

The foregoing indemnity is specifically and expressly intended to constitute a waiver of each party's immunity under Washington's Industrial Insurance Act, RCW Title 51, as respects the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitor's employees. The Parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

The provisions of this section shall survive the expiration or termination of this Agreement.

J. Insurance

The TPMPD and the TSD shall each purchase and maintain for the duration of this Agreement Commercial General Liability Insurance in an amount not less than \$2,000,000 per occurrence limit and not less than \$2,000,000 general aggregate policy limit. The owner Party shall be named as an additional insured on the user Party's Commercial General Liability Insurance policy. Each Party's Commercial General Liability Insurance shall include coverage for participant liability. A certificate of insurance evidencing the required insurance shall be furnished to the other Party. The insurance certificate shall give a thirty (30) day notice of cancellation.

The insurance policies shall contain, or be endorsed to contain, that the insurance coverage of the Party using the other's facility shall be the primary insurance for liability arising from such use or facility responsibility. Any insurance, self-insurance, or insurance pool coverage maintained by the owner of the facility shall be in excess of the user's insurance and shall not contribute with it.

The aforementioned insurance coverage may be provided by comparable insurance risk pool coverage, and a coverage letter from the risk pool administrator may be provided in lieu of a certificate of insurance.

K. Dispute Resolution

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. If the parties are unable to settle any dispute, difference or claim arising from the parties' performance of this Agreement, the exclusive means of resolving that dispute, difference or claim, shall only be by filing suit exclusively under the venue, rules and jurisdiction of the King County Superior Court, King County, Washington, unless the parties agree in writing to an alternative dispute resolution process. In any claim or lawsuit for damages arising from the parties' performance of this Agreement, each party shall pay all its legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit, including all appeals, in addition to any other recovery or award provided by law; provided, however, nothing in this paragraph shall be construed to limit a party's right to indemnification under Section H of this Agreement.

L. Assignment

The rights, duties and obligations of either Party to this Agreement may not be assigned to any third party without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

M. Non Discrimination

No person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, national origin, age (except minimum age and retirement provisions), sexual orientation, marital status, or the presence of any sensory, mental or physical disability.

N. Notices

Any Notice required under this Agreement will be in writing, addressed to the appropriate Party at the address which appears below (as may be modified from time to time by such Party), and given personally, by registered or certified mail return receipt requested, or by a nationally recognized courier service. All notices shall be effective upon the date of receipt.

Aquatics Manager, Tukwila Pool MPD
4414 S. 144th St. Tukwila, WA 98168

Deputy Superintendent, Tukwila
School District 4640 S. 144th St,
Tukwila WA 98168

O. Severability

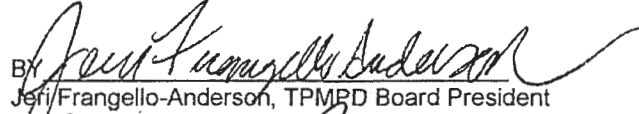
Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the TPMPD and the TSD, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

P. Entire Agreement

This Agreement, including Appendices, contains the entire Agreement between the Parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the Parties hereto. Either Party may request changes in the Agreement. Proposed changes which are mutually agreed upon shall be incorporated by written amendment or Appendix to this Agreement

In WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on their behalf:

Tukwila Pool MPD

BY 
Jeri Frangello-Anderson, TPMPD Board President

Tukwila School District

BY 
Dr. Judith K. Berry, TSD Deputy Superintendent

APPENDIX A

GUIDELINES FOR JOINT USE

- A. Each Party will make its facilities available for use by the other Party after the scheduling requirements for its own programs have been met. For the purposes of this Agreement approved uses are as follows:
 1. Any instructional, information, recreational, athletic, social, or community program which is initiated, organized, managed, scheduled and supervised by the owner Party, or
 2. Any public or community meeting which is initiated, organized, managed, scheduled and supervised by the owner Party, and
 3. Is approved in writing for their Facilities respectively by the TPMPD or TSD.
- B. Priority Scheduling.
 1. First priority scheduling will be given to youth programming such as instructional programs, after-school programs, student athletic team practice and competition, summer day camps, and student clubs.
 2. Second priority will be given to adult or community events that do not directly benefit youth such as public meetings, or events for the general public.
- C. The mutual goal of the TPMPD and TSD will be to maintain program continuity, giving adequate notification of scheduling changes or Facility use to allow completion of a program cycle. When possible, each Party will assist the other in locating alternative spaces.
- D. Each user will maintain its joint use spaces and equipment and will cooperate in expediting the repair of damage which may occur as a result of scheduled programs/usage.
- E. Where possible the TPMPD and TSD will pursue opportunities to develop and improve joint use facilities and equipment to support programming and use by both Parties.

ANNUAL JOINT USE SCHEDULING CONFIRMATION PROCESS

This Agreement seeks to provide a framework and administrative support for collaboration and decision making among TSD staff, and TPMPD staff.

- A. **Joint Use Scheduling Process.** The Joint Use planning and decision making will occur between January and April for the upcoming school year as outlined below. Note: the TPMPD will initiate the process assuming that all joint use programming scheduled the preceding year will be included in the schedule for the upcoming year unless otherwise negotiated.
 1. The Parties agree to meet during January of each year to review schedules for the following school year for all joint use activities, specifically, but not limited to pool times, use of meeting spaces and classrooms. Such pre-planning meetings will include, at minimum, the primary contacts for each Party, such as the Aquatics Manager, the TSD Athletic Director, and School Principal.
 2. By the second Monday of February of each year, a TPMPD Representative will deliver a joint use scheduling confirmation form (Appendix B-2) for the upcoming school year to the Principal of each joint use school, the TSD Athletic Director, and the TSD Administration Office. The form will list the TPMPD use of TSD facilities that are proposed to continue, and current school usage of TPMPD facilities. Any new requests will be identified.
 3. Upon receiving the confirmation form, a school principal/Athletic Director will identify which school activities will continue in the upcoming year and identify new school needs for use of TPMPD facilities for the upcoming year. The TSD principal/Athletic Director may either approve the TPMPD schedule of joint use and return the confirmation form; or, by the first Monday of every April, contact the TPMPD representative to discuss changes or amendments. The TSD Administration representative may either approve TPMPD facility usage for meetings, or by the first Monday of every April, contact the TPMPD representative to discuss changes or amendments.
 4. Upon receiving the confirmation form completed from the TSD principal/Athletic Director, the TPMPD representative may either approve the school's proposed schedule of use, or contact the school principal to discuss the changes. Once both the school principal or TSD Administrative Representative and the TPMPD representative have signed the form, the TPMPD representative will send a copy of the agreement to the TSD school principal/Athletic Director and file it with the central scheduling office of both Parties.
 5. Signed agreements must be filed no later than the third Monday in April with the central scheduling office of both Parties. In the absence of a signed confirmation form on the third Monday of April, it shall be assumed and agreed that a joint usage schedule consistent with the preceding year be applied to the upcoming school year.
 6. The TPMPD will provide the TSD with scheduled facility usage confirmation by July 15 for the upcoming school year.

7. Joint Use Scheduling may be amended through written mutual agreement of a TSD representative (principal, Athletic Director, administrator, etc.) and a TPMPD representative (Aquatics Manager). Each Party's central scheduling office must be notified of such amendments.

B. Resolving Space Availability Conflicts

1. Efforts at resolution of space availability issues are first encouraged directly between facility-based representatives. When the conflict involves more than one TPMPD usage or TSD program, all parties will be informed and involved in resolving the conflict. The central scheduling offices of both Parties will, whenever possible, identify options or ways to accommodate the interest of both Parties. When requests from schools conflict, the TSD Athletic office will assist in establishing priorities for school instructional and physical education programming.
2. If agreement cannot be reached on a scheduling request, the issue will be referred to the TSD Deputy Superintendent and the TPMPD Board President for resolution.

C. Change in Availability Notification. Both Parties agree to honor each other's scheduled events to the greatest extent possible and not disrupt scheduled programs. Should an unforeseen event occur which precludes a joint use activity or program from occurring; each Party will seek to accommodate the scheduled use if possible. A minimum of two calendar weeks is required to change a regularly scheduled program. This procedure will not apply when the facility is not in normal or safe usable condition due to situations which are beyond the owner Party's control – e.g. emergency or mandatory repairs/maintenance, pool contamination or other unplanned closures, Acts of God, etc.

D. Changes in Policy, Budget or Organization. When either Party contemplates a change in policy, budget or organization that could impact the provisions of this Agreement, that Party will consult with the other Party far enough in advance so that the other Party can analyze the impacts and plan for change.

E. Temporary Rescheduling or Priority Use. In the event the user Party communicates its inability to utilize its scheduled priority use, the owner Party may pursue scheduling other uses temporarily until the user Party is ready to resume its scheduled priority use. The user Party shall give the owner Party a minimum of two calendar weeks of intent to resume.

F. Single Use Requests. Written requests to use TPMPD or TSD facilities outside the annual scheduling confirmation process should be submitted to each Party's central scheduling office utilizing the Joint Use of Facilities form. (Appendix B-2) The central scheduling office of the requesting Party will verify in advance that the facility is available at the date and time requested. Please note that the request will be granted only if the allotted time and space is available.

TPMPD TUKWILA POOL SERVICES

- A. During regular open hours of the Tukwila Pool, the TPMPD will provide to the TSD adequate space (non-exclusive) of the Tukwila Pool, locker rooms, showers and related equipment owned by the TPMPD as follows during the school year:
 1. Monday through Friday on scheduled school days (Sept-June), during times to be determined, for instructional usage which is estimated at approximately 360 hours of usage.
 2. Monday through Friday on scheduled school days for Lifeguard Certification instructional usage (3 lanes) which is estimated at approximately 90 hours of usage.
 3. Other one time use as requested and is available (hours of usage unknown).
- B. The TSD may request that the TPMPD provide Lifeguard Instructors to assist with curriculum development, instruction and certification of students as part of the Lifeguarding class to be offered through Foster High School. At least one Lifeguard Instructor will attend each such class session to support the primary teacher in providing curriculum on a daily basis. Additionally, the Lifeguard Instructors will test the students to ensure that they achieve the minimum standard required for Lifeguard certification. The Lifeguard Instructor will certify those students as Lifeguards who meet the standards and submit that certification to the Red Cross (or equivalent). The certification fee (defined in the Fee/Compensation Schedule) shall be paid by the TPMPD and reimbursed in full by the TSD annually through an invoice which will be provided to the TSD after the conclusion of the school year. The TSD will additionally be invoiced for the total hours provided by the Lifeguard Instructor (defined in the Fee/Compensation Schedule) after the conclusion of the school year. This invoice will be accompanied by a record which is confirmed, signed and dated by the Lifeguard Instructor and by the TSD staff on site each day.

C.

TSD SERVICES

- A. The TSD will provide to the TPMPD adequate meeting space as follows:
 1. TPMPD Annual Retreat and Special Meetings as available.
 2. Classroom space for TPMPD instructional programming (lifeguard classes) as requested and available outside of regular instructional times.
- B. The TSD shall provide regular lawn care, leaf removal, and brush trimming for the TSD-owned property surrounding the Tukwila Pool. Expected frequency and level of service shall be equivalent to the level of grounds keeping TSD provides for its adjacent Foster High School property.
- C. The TPMPD may install a sign on TSD property outside the Tukwila Pool. Prior to permitting and/or installation of such a sign, TPMPD shall submit sign plans to the TSD for TSD review and approval. TSD has the right to approve the sign, such approval to not be unreasonably withheld.

FEE/COMPENSATION SCHEDULE

It is mutually recognized and understood that the use of facilities and grounds will be based upon fiscally sound considerations and shall have mutual and equal benefit to both Parties.

- A. For Tukwila Pool Facility Use, the TSD will:
 1. Waive the annual Base Rent payment due as set forth in the TPMPD/TSD Lease Agreement executed on 9/12/11.
 2. Provide Meeting Space/Classroom space as set forth in this Agreement.
 3. Provide lawn cutting and other services as set forth in this Agreement.
 4. Permit distribution of TPMPD Tukwila Pool community programming literature throughout the TSD schools and TPMPD information displayed on the TSD/Foster HS reader board (when available) provided materials are submitted to and approved by the TSD Communication Officer in advance and are in accordance with TSD policies.

For the agreed upon services, the TSD will compensate the TPMPD at the following rates:

1. Lifeguard Certification Instructor - \$30/hour
2. Red Cross Lifeguard Certificate (pass through) - \$35 per certificate

APPENDIX B-1



Dear Tukwila School District Personnel,

It is time to start thinking about your requests for the annual use of the TPMPD Tukwila Pool through the Joint Use Agreement.

Our TPMPD representative who works with you to plan your joint use will be contacting you soon to schedule an appointment to discuss the annual school year use. When you meet, it will be a good time to discuss any issues which may have arisen in the current school year and how you will work together to resolve them.

Swim Team requests for practice and meets should be forwarded to the Tukwila School District Athletic Director no later than the first Monday in April.

All annual requests must be signed by yourself, and TPMPD Staff to be processed. We need to complete the joint use scheduling process for use of pools, meeting spaces and classrooms by the second Monday in April.

Please remember single use requests can be scheduled at any time, however pool time requests are based on Tukwila Pool availability.

Thank you for working cooperatively with us this school year, and I look forward to working with you all next year. If you need further assistance, please call me, I can be reached at (206) 267-2350.

Aquatics Manager

APPENDIX B-2
JOINT USE OF FACILITIES
Tukwila Pool MPD & Tukwila School District
2016-17 School Year

Facility	School/District	Dates of Use	Days	Time	#Hours	# Days	Total Hours
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TSD Representative Signature Judith Perry Print
Name Judith K. Perry Date 7/11/2017
TPMPD Representative Jeri Frangello Anderson Print
Name Jeri Frangello Anderson Date 7-10-17

Please type information above, handwritten forms will not be accepted. This form can be used for both continuing and single use requests

APPENDIX B-3

SCHEDULE OF KEY DATES

Annual Confirmation of Joint Use Between the TPMPD and TSD

Date	
January	Pre-Planning Meeting with TPMPD & TSD Representatives to review schedules for following school year for facilities usage – pools, meeting spaces, classrooms, etc.
Second Monday in February	TPMPD delivers joint use scheduling confirmation form for upcoming school year to Principal(s), Athletic Director, and Admin. Representative. List includes use from previous year scheduled to continue plus new activities
First Monday in April	Principal(s), Athletic Director and Admin Representative returns form to TPMPD
Third Monday in April July 15 th	Signed forms filed TPMPD approves pool schedule

APPENDIX C

TUKWILA POOL RULES

General Pool Rules

1. Pool staff is authorized to enforce rules and supervise the public use of the pool facility. Please follow all rules and respect staff members' efforts to keep everyone safe.
2. Adult supervision: Children six (6) years of age or under 48" in height must be directly supervised by an adult in the water and be within an arm's length distance at all times.
3. Non-swimmers cannot go beyond shoulder depth water. Pool staff may ask anyone in the pool to perform a swim test before using the diving board, slide or deep-water area.
4. No diving in shallow water. Diving is only allowed from the deck in designated areas under direct supervision. (A yellow line marks diving area and a red line marks non-diving area.)
5. Diseases and illness: Persons having skin lesions, sore or inflamed eyes, mouth, nose or ear discharge or diarrhea or vomiting in the last two weeks shall not be allowed in the pool.
6. Alcohol, tobacco and drug use are prohibited.
7. Food and drink in designated areas only. No gum or glass containers.
8. Spectators are welcome in the designated areas.
9. All swimmers must shower before entering the pool.
10. Running, horseplay or pushing is not allowed.
11. Mask/fins/snorkels and other swimming aids must be approved by the pool staff.
12. Baby attire: Infants and toddlers must wear plastic pants or swimming diapers.
13. Diapers must be changed in designated diaper changing area or restrooms.
14. Report all accidents and incidents immediately to pool staff.
15. Additional rules may be required, when necessary, for the safety and enjoyment of the user.
16. Bathers with seizures, heart, or circulatory problems are advised to swim with a buddy.

Rules Regarding Children 6 years of age and under and/or Non-Swimmers (those not able to pass swim test)

1. Children 6 years of age or under must be accompanied by an adult in the water and within an arm's length of the child at all times.
2. A maximum of 3 children less than 6 years of age are permitted in the water per adult.
3. Non-swimmers may be allowed in the 5'-5'6" swimming areas only when accompanied by an adult and within arm's length distance.
4. Non-swimmers utilizing the 5'-5'6" area should be encouraged to use a lifejacket.

Slide Rules

1. All users must pass the pool swim test and receive approval from the lifeguard on duty.
2. No flotation devices allowed, including lifejackets.
3. One person on slide at a time.
4. Use only after splash down area is cleared.
5. Feet first entry only.
6. No stopping inside flume.
7. Leave splash down area immediately.
8. Swimmers may not catch or assist swimmers coming out of the slide.
9. Stopping inside the slide is not permitted.
10. Slide users may only go down the slide feet first.
11. Slide users must wait to climb the stairs to the slide until the previous user touches the wall.
12. Swimming or diving in the designated slide splash area is not permitted, unless slide is closed. An orange construction cone should be placed at the bottom of the stairs to the slide to indicate the slide is closed.

Diving Board Rules

1. Divers must pass swim test before using the board.
2. Only one person at a time is permitted on the diving board and ladder.
3. Each person must wait until the proceeding diver has cleared the area before diving.
4. Only one bounce is permitted on the diving board.
5. Front dives, front jumps and front flips are allowed straight off the end of the board.
6. Running dive, cartwheels and handstands are not allowed.
7. Jumping off the diving board into the arms of another swimmer is not permitted.
8. Divers must swim directly to the nearest ladder and leave the diving area.
9. Adjustments to the diving board fulcrum may only be made at the discretion of the aquatic staff.
10. The manager on duty may restrict certain dives based on safety concerns.
11. Playing or swimming in the diving area is not permitted while the board is open for diving.
12. Hanging off the end of the diving board is not permitted.
13. Goggles, Face Masks and Flotation devices are not permitted while going off the board.
14. Swimming under the diving board is prohibited.

Floating Mats

1. Patrons may not stand on mats.
2. Patrons may not jump onto the mats from the side of the pool.
3. Patrons may not jump from a mat or exit the pool from a mat.
4. No more than two (2) mats should be stacked on one another in the water.
5. Mats should be shared among all swimmers who wish to enjoy them.

6. Mats should be kept away from the pool edges and corners so they do not prevent the guard's ability to effectively scan the entire pool area.
7. Mats are not to be thrown.
8. Mats are not permitted in the diving board or slide areas.

Floating Noodles

1. Patrons may not slap the noodles on the water or at/near other swimmers.
2. Noodles are not to be thrown.
3. Noodles should be shared among all swimmers who wish to enjoy them.
4. Noodles are not permitted in the diving board or slide areas

Basketball Hoop

1. Slam dunking is not permitted.
2. Hanging on the rim or hoop is not permitted.
3. Roughhousing and horse play are not permitted
4. Shots may only be taken from the water. Shots from the pool deck are not permitted.
5. Moving or adjusting the hoop is not permitted as it is permanently fixed in place.

Other Equipment

1. Kickboards, pull buoys are only for use during Lap Swim. Aerobic hand buoys may only be used for Water Aerobics classes or Water Walking.
2. If you require assistance with first aid, getting lifejackets or have any questions, please ask the lifeguard to help you.

Swim Test Policies

1. Lifeguards may require any patron (of any age) to pass the swim test before entering deep water.
2. All children under the age of 18 are required to pass the swim test before entering the water on the deep side of the bulkhead.
3. The swim test will be administered by one of the lifeguards on duty.
4. Swimmers are required to swim the width of the shallow end and back, using an over hand stroke and getting their face wet, without stopping or touching the bottom of the pool.
5. Dog paddle, backstroke or underwater swimming are not acceptable forms of swimming for the swim test.
6. No swimming aids or floatation devices should be used while taking the swim test (goggles are okay).
7. The lifeguards may allow swimmers to pass the swim test according to their judgment. This decision should always keep patron safety as the first priority.
8. Any issues surrounding the swim test should be directed to the lead staff member on duty.

Behavior Policy

Tukwila Pool Participant Behavior Policy

It is the intent of the Tukwila Pool to provide the public with recreation services that are safe, enhance the participants' quality of life, and are an enjoyable experience. To do so, the following guidelines for behavior have been established.

1. Disruptive behavior is prohibited. Any activity that disrupts the facility, endangers another patron, or interferes with facility business, is disruptive behavior. A patron who is disruptive will be notified that the behavior must stop. If the behavior continues, the patron will be asked to leave the facility. If the patron refuses to leave, the local police department will be contacted.
2. Disruptive behavior on the part of the patron may result in suspension or denial to the facility and activities, for a length of time to be determined by the Aquatics Manager or their designee.
3. The facility is open to all ages including children who may be attending without their parent or guardian. The safety and welfare of children are of primary concern and thus a parent or guardian's responsibility for the behavior and wellbeing of their children is recognized. If a youth engages in disruptive or unsafe activities, proper notification will be made to a parent/guardian or emergency contact person, if appropriate. If a parent /guardian cannot be notified and proper documentation will be completed for each incident. If additional actions need to be taken, it will be under the discretion of the Aquatics Manager or his/her designee