SWIMMING POOL MANAGEMENT LICENSE AGREEMENT BETWEEN ROCK ISLAND-MILAN SCHOOL DISTRICT NO. 41 & TWO RIVERS YMCA

THIS LICENSE AGREEMENT is made this day of _____, by and between the **Board of Education of Rock Island-Milan School District No. 41, Rock Island County, Illinois** (hereinafter "**RIMSD**"), and the **Two Rivers YMCA** (hereinafter "**YMCA**").

WHEREAS, RIMSD desires that the YMCA provide staff supervision, programming, and management of the new Aquatics Center activities during designated community use hours and the YMCA wishes to accept such responsibility upon the terms, provisions, and conditions hereinafter contained, pursuant to which RIMSD provides a license to the YMCA to use the facilities described below for its program;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by and between RIMSD and the YMCA as follows:

ARTICLE I: PREMISES AND OBLIGATIONS

1. **Premises.** RIMSD shall furnish to the YMCA, without charge for the use thereof (except as outlined in Article III), such facilities, furniture, equipment, and supplies as shall be necessary to provide the services described herein. The space at Rock Island High School to be provided shall consist of:
   - Indoor swimming pool facilities;
   - Locker, bath, shower rooms, and furniture as currently exist;
   - Storage and Office space as necessary to conduct facility operations as outlined in this Agreement;
   - (Hereinafter cumulatively referred to as "the Facilities").

   Facilities and equipment furnished by RIMSD shall comply with all applicable zoning, building, sanitation, safety, and health laws, including the Illinois statutes and regulations governing occupational health and safety and swimming Facilities. During the period of the YMCA's use RIMSD has determined that it does not require the use of such Facilities and grants the YMCA a license for its use in accordance with this Agreement.

2. **Obligations of RIMSD.** RIMSD agrees to provide the following throughout the term of the contract:

   2.1 Facilities Maintenance. RIMSD shall retain ownership of Facilities and provide all maintenance for the Facilities and grounds. This includes exterior grounds, landscaping, lighting, parking, and snow removal. RIMSD shall be responsible for custodial services, sanitation, and trash collection.

2.2 Utilities. RIMSD shall furnish, without charge to the YMCA for the use thereof, all light, heat, power, air conditioning, humidity control, hot and cold water, sewer, storm drainage, telephone service, and internet access necessary for operations to be conducted at the Facilities.

2.3 Equipment and Capital Upgrades. RIMSD shall provide furnishings and start-up equipment necessary for operations to be conducted at the Facilities. RIMSD shall be responsible for the cost of Capital Upgrades, defined as equipment with a useful life longer than three (3) years. This includes, but is not limited to, diving boards, diving platforms, timing systems, and lane lines.

2.4 Lifesaving Equipment. RIMSD shall provide major life saving equipment in order to remain compliant with state code, including, but not limited to, buoys, shepherd's crooks/reaching poles, spine boards with head immobilizers, AEDs, emergency oxygen, clear signage, depth markers, and an emergency phone/communication system.

2.5 Promotional Access. RIMSD agrees to grant the YMCA reasonable access and opportunities to promote Aquatics Center memberships, programs, and activities to RIMSD students, faculty, and staff. This may include distribution of flyers, inclusion in school newsletters, internet and electronic communications or other communication channels as mutually agreed upon.

3. **Obligations of YMCA.** The YMCA shall operate and be responsible for all pool activities conducted in the swimming pool and locker room within the Facilities, subject to the exception in Section 3.4 below.

3.1 Management (YMCA Aquatics Director). The YMCA agrees to provide one management employee, designated as the YMCA Aquatics Director, with experience operating aquatics Facilities to supervise personnel and serve as the contact person for swimming operations at the Facilities.

- **CPO Status:** The YMCA Aquatics Director shall be a Certified Pool Operator and shall maintain their CPO Certification active throughout the term of this Agreement.
- **Maintenance Collaboration:** The YMCA Aquatics Director shall work in coordination with the designated RIMSD Maintenance Supervisor to maintain the Facilities to ensure optimal operation and safety.

3.2 Educational Programming & Community Impact.

- **Water Safety:** The YMCA shall provide annual training for RIMSD teachers to implement the YMCA of the USA water safety classroom curriculum. RIMSD may use this curriculum at their own discretion and timing to promote water safety lessons among elementary students.
- **Lifeguard Certification & Student Employment:** The YMCA shall offer Lifeguard Certification classes for RIMSD students. The parties intend for these classes to serve jointly as Physical Education credits; however, RIMSD

bears the sole responsibility for ensuring such credits comply with state educational requirements. The YMCA shall utilize these certification programs to establish a pipeline for employment, offering qualified students' opportunities to fulfill swim instructor and lifeguard positions at the Aquatics Center.

- **YMCA Programming:** The YMCA shall provide comprehensive aquatic programming including, but not limited to, swim lessons and water exercise classes. These programs shall be available to YMCA members and the general public. RIMSD authorizes the YMCA to utilize its standard membership-based pricing model for such programming. See Exhibit A. The YMCA retains the right to annually update Exhibit A to reflect current Board-approved membership and program rates without requiring a formal amendment to this Agreement.
- **Competitive Youth Swim Team:** The YMCA may utilize the Facilities to organize and operate a competitive youth swim team as a YMCA program. Alternatively, at the YMCA's discretion, the YMCA may contract with an independent youth swim club to operate at the Facilities. In either instance, such activities shall be managed by the YMCA and subject to the scheduling priorities set forth in Section 4. Furthermore, the team's fee structure and participation requirements shall be designed to complement and support the YMCA's membership-based operational model. See Exhibit A.
- **Public Access & Membership:** In lieu of an administrative fee, the YMCA shall make the Facilities available to its members and the general public as outlined below.
  - **Income Based Membership:** The YMCA shall operate its Income Based Membership system, which includes a sliding scale allowing individuals to sign up for membership based upon household size and income level. See Exhibit A.
  - **General Public Guest Passes:** The YMCA shall make Daily Guest Pass visits available to the general public at rates consistent with Rock Island YMCA rates.
  - **Discretion:** All membership rates, program fees, guest pass fees, and sliding scale eligibility criteria shall be determined at the sole discretion of the YMCA.
- **Scheduling Conflict:** RIMSD and the YMCA agree to collaborate on an agreed schedule of use of the Facilities. In the event of a scheduling conflict, RIMSD's use of the Facilities will take precedent.

3.3 Compliance. The YMCA will operate the Aquatic Center within the Facilities in compliance with all federal, state, and local health and safety codes, guidelines, and regulations. This includes maintaining records of water quality, chemical levels, and employee certifications.

3.4 Security. The YMCA shall provide and be responsible for sufficient security staffing during its use of the Facilities and RIMSD shall have no responsibilities related to such security measures during the YMCA's use. The YMCA shall also

establish protocols for emergencies while using the Facilities that adhere to RIMSD's emergency protocols. RIMSD is responsible for general, after-hours security of the building and premises.

3.5 RIMSD High School Swim Team Exception. Notwithstanding the general obligations set forth herein, RIMSD retains the right to conduct RIMSD High School Swim Team activities (including practices, meets, and team events) under its own supervision. During such designated times, RIMSD shall assume full responsibility for staffing, safety, and operation of the Facilities. RIMSD acknowledges that it bears the sole burden of determining and satisfying all legal and insurance requirements regarding lifeguard presence during these activities. The YMCA shall have no responsibility for staffing, supervision, or liability during these specific RIMSD-led activities unless explicitly requested by RIMSD. In such event, the YMCA will make reasonable efforts to provide staffing, and RIMSD shall reimburse the YMCA for one hundred percent (100%) of the actual staffing costs. Such reimbursement payments received by the YMCA, and the associated wages paid by the YMCA, shall be strictly excluded from the calculation of Gross Revenue and Variable Costs for the purpose of the annual reconciliation.

3.6 Criminal Background Check. The YMCA shall not send to any school building or school property any employee or agent who would be prohibited from being employed by RIMSD due to a conviction of a crime listed in 105 ILCS 5/10-21.9 or who is listed in the Illinois Sex Offender Registry or the Illinois Murderer and Violent Offender Against Youth Registry. The YMCA shall make every employee who will be sent to any school building or school property available to RIMSD for submitting to a fingerprint-based criminal history records check pursuant to 105 ILCS 5/10-21.9. The check shall occur before any employee or agent is sent to any school building or school property. The YMCA will reimburse RIMSD for the costs of the checks. RIMSD must provide a copy of the report to the individual employee but is not authorized to release it to the YMCA.

3.7 Damage to Property. In the event RIMSD's property is damaged by the YMCA's employees or agents, the YMCA shall, at the YMCA's sole cost, restore the property or any surrounding area. The restoration shall be to a condition at least equivalent to the condition of the affected area immediately before the destruction or damage. If the YMCA does not repair the damage within 14 days after receiving written notice from RIMSD, or a lesser time if RIMSD determines the damage creates an emergency, RIMSD may repair the damage and the YMCA shall reimburse RIMSD for the costs RIMSD incurs within 14 days after RIMSD provides a written invoice to the YMCA.

3.8 Health and Safety Issues. In the event of an emergency, safety issue, or failure to maintain insurance, or any other condition that constitutes a substantial threat to the health or safety of students, employees, or others at RIMSD, as determined by RIMSD in its sole discretion, RIMSD may immediately suspend

the YMCA's activities hereunder until such condition has been remedied to RIMSD's satisfaction.

3.9 No Drugs, Vaping, or Alcohol. Illegal drugs, cannabis, vaping, and alcohol are not permitted on RIMSD's property, including the Facilities.

3.10 Compliance with Laws and Policies. The YMCA shall comply with all applicable federal, State, and local laws related to its use of the Facilities and shall comply with all RIMSD policies and procedures.

3.11 Maintenance of the Facilities. At the close of each instance of use, the YMCA shall leave the Facilities in substantially the same condition as at the outset of each instance of use, ordinary wear, and tear excepted, and shall properly store the YMCA's personal property in designated and secure storage areas to be provided or made available by RIMSD . The YMCA shall be responsible for the cost of repair and/or replacement of any damage to the Facilities caused by its employees or agents, including fixtures and furnishings, which occurs because of or related to the YMCA's use, normal wear and tear, and damages by fire, casualty or other insured loss excepted. If the YMCA does not repair damages its employees or agents caused to the Facilities within a reasonable time after receiving notice thereof, RIMSD may repair the damage at the YMCA's expense. The YMCA shall reimburse RIMSD for any additional costs within 30 days after RIMSD provides a written invoice for such costs to the YMCA.

3.12 Condition of the Facilities. The YMCA acknowledges that neither RIMSD nor any agent or employee of RIMSD has made any representation or warranty concerning the Facilities, with respect to the suitability, condition, or repair thereof, and subject to RIMSD's obligations as set forth in this Agreement, the YMCA accepts possession of the Facilities in "as-is" condition. No promises of RIMSD to alter, remodel, improve, or repair the Facilities or any part thereof have been made.

3.13 Supervision. The YMCA shall be solely responsible, at its own expense, for providing adequate adult supervision regarding its use of the Facilities. The YMCA acknowledges and assumes complete responsibility for its employees and agents to supervise its activities and services.

3.14 Automatic External Defibrillators ("AED's"). If required by law, the YMCA shall be solely responsible for providing trained AED user(s), in compliance with all applicable laws, rules, procedures and regulations of the State of Illinois. The YMCA shall be solely responsible for the failure to provide a trained AED user, or for the conduct, acts or omissions of the trained AED user, and shall defend, indemnify, and hold harmless RIMSD for same, in accordance with the defense and indemnification provision of this Agreement.

3.15 Fire Safety. The YMCA shall observe all basic fire-safety regulations. The YMCA shall not use any open flames for lighting effects, such as candles or flame lamps. The YMCA shall not connect electric fixtures, line extensions, equipment, or appliances without custodial supervision.

3.16 Emergencies. If an emergency occurs during the YMCA's use of the Facilities, the YMCA shall make best efforts to contact RIMSD staff and follow all RIMSD instructions during the emergency. The YMCA shall make itself aware of all emergency exits and emergency available emergency equipment prior to commencing use of the Facilities.

3.17 Signage and Branding. The YMCA shall have the right to display prominent, mutually agreed-upon exterior signage identifying the YMCA's operation of the Aquatics Center. Additionally, the YMCA may install dedicated branding and informational signage at the primary check-in area, as well as operational, promotional, and safety signage throughout the interior Facilities (including the pool deck and locker rooms) in accordance with standard YMCA operating procedures and subject to reasonable approval by RIMSD.

4. **Scheduling and Priorities.** To ensure equitable access and efficient operation, the parties shall establish a Joint Scheduling Committee.
    - **Composition:** The committee shall consist of the YMCA Aquatics Director, the RIMSD Swim Coach, a YMCA Supervisor, and the RIMSD Athletic Director (or their designated supervisor).
    - **Responsibilities:** This committee shall meet regularly to draft master usage schedules, determine programming priorities, and review or resolve any scheduling complications or conflicts that arise between District activities, YMCA programming, and community usage.
    - **Scheduling YMCA Use**: Prior to January 1 of each year of this Agreement, designated representatives of each Party shall meet to complete the Master Use Schedule for approval by the Superintendent of the School District and the Executive Director of the YMCA, or their designees, and shall not require further approval by the Boards of either Party. The School District shall not deny the YMCA's request for scheduled use of the Facilities during a given year, which is substantially comparable (in terms of days, hours and facilities) to the YMCA's scheduled use for the prior year, without the written agreement of the YMCA. Subject to the foregoing limitation on the School District's discretion, if the Parties cannot reach agreement regarding the Master Use Schedule for a given year by January 1 of that year, a Party may terminate this Agreement by providing written notice to the non-terminating Party by January 15 of that year and the Agreement shall terminate effective June 1 of that year, unless an earlier termination date is agreed to by the Parties in writing.

ARTICLE II: PERSONNEL

1. **Independent Contractor Status.** The YMCA shall act as an independent contractor of RIMSD in the performance of this Agreement. All personnel provided by the YMCA shall be employees of the YMCA. Nothing in, nor done pursuant to, this Agreement shall be construed to create the relationship of principal and agent, employer and employee, partners, or joint venturers between RIMSD and the YMCA or its employees.

2. **YMCA Aquatics Director.**
   - **Compensation:** The YMCA shall compensate the YMCA Aquatics Director based upon the YMCA Board-approved Salary Administration Scale, YMCA Retirement Fund, and YMCA Schedule of Benefits policies.
   - **Authority:** The YMCA retains sole authority over the hiring, supervision, and discharge of this position.

3. **Staffing and Certifications.**
   - **Standards:** The YMCA shall provide trained personnel, including lifeguards, instructors, and coaches. Lifeguards shall hold certifications in lifeguarding, CPR, and First Aid meeting state and national standards.
   - **Student Pipeline:** The YMCA will collaborate with RIMSD to create a pipeline for student employment, ensuring students performing lifeguarding duties meet all certification standards.

ARTICLE III: FISCAL MANAGEMENT

1. **Allocation of Costs.** To facilitate the collaborative operation of the Aquatics Center, costs shall be allocated as follows:
   - **Fixed Costs (Directly Paid by RIMSD):** RIMSD shall be directly responsible for the payment of all Fixed Costs associated with the Facilities. Fixed Costs shall include, but are not limited to, utilities, building maintenance, capital equipment repair/replacement, chemicals, property insurance, taxes, licensing fees and its own liability insurance. These Fixed Costs are intended to include all items necessary to keep the Facilities functioning whether the YMCA is involved or not.
   - **Variable Costs (Paid by YMCA):** The YMCA shall be responsible for the payment of all Variable Costs incurred during operations. Variable Costs shall include, but are not limited to, program supplies, marketing, and wages for lifeguards, instructors, and coaches (excluding the YMCA Aquatics Director funding described below).

2. **YMCA Aquatics Director Funding.** The cost of the YMCA Aquatics Director position shall be shared equally between RIMSD and YMCA. This payment shall be made by RIMSD to the YMCA within thirty (30) days of the Effective Date and within thirty (30) days of each subsequent anniversary of the Effective Date during the term of this Agreement.

3. **Revenue Collection and Ownership.**
    - **YMCA Revenue:** The YMCA shall receive, collect, and account for all Gross Revenue generated from the daily operation of the Facilities in its own financial systems. This includes, but is not limited to, revenue from Daily Guest Passes, swim lessons, water exercise classes, competitive team fees, youth swim meets and Facility rentals managed by the YMCA.
    - **RIMSD Revenue Exception:** RIMSD shall retain the exclusive right to collect and retain revenue generated specifically from RIMSD High School Swim Team activities. This includes, but is not limited to, gate receipts for swim meets, team fundraising events, and concessions sold during RIMSD athletic events. Such revenue shall not be considered Gross Revenue of the Aquatics Center for the purposes of this Agreement and shall not be subject to the annual reconciliation described below.

4. **Annual Reconciliation & Profit/Loss Sharing.**
    - **Calculation:** At the conclusion of each twelve (12) month period following the Effective Date, the parties shall conduct a financial reconciliation to determine the Net Operating Surplus or Deficit. This shall be calculated by totaling all Gross Revenues collected by the YMCA (as defined in Section 3) and subtracting all Variable Costs paid by the YMCA (as defined in Section 1).
    - **Sharing of Surplus/Deficit:** RIMSD and the YMCA agree to split any resulting Surplus or Deficit for the year.
    - **Settlement Date:** The reconciliation report shall be finalized annually. Any payment owed by one party to the other to satisfy the evenly split of the Surplus or Deficit shall be paid within thirty (30) days of each subsequent anniversary of the Effective Date during the term of this Agreement.

5. **Administrative Fee Waiver**. Because YMCA memberships are association-wide and provide access to multiple facilities, it is not possible to attribute general membership dues to the use of a single aquatic center. Therefore, the YMCA shall retain one hundred percent (100%) of all YMCA membership dues. In exchange, and in consideration of the YMCA making the Facilities available to the public via its Income Based Membership system, RIMSD shall not pay an administrative fee to the YMCA for management services. Consequently, YMCA membership dues shall be strictly excluded from the calculation of Gross Revenue for the purpose of the annual reconciliation.

ARTICLE IV: INSURANCE AND LIABILITY

1. **Insurance.**
    - **RIMSD Coverage:** RIMSD shall maintain insurance protecting its building and premises.
    - **YMCA Coverage:** During the term of this Agreement, the YMCA, at its sole cost and expense, and for the benefit of RIMSD, shall carry and maintain the following insurance:

- Comprehensive general liability and property damage insurance, insuring against all liability of the YMCA related to this Agreement, with a minimum combined single limit of One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000) general aggregate;

- Automobile liability Insurance with a combined single limit of One Million dollars ($1,000,000);

- Workers' Compensation Insurance covering all costs, statutory benefits, and liabilities under State Workers' Compensation and similar laws for the YMCA's respective employees;

- Sexual abuse and molestation insurance with a combined single limit of One Million dollars ($1,000,000); and

- Umbrella liability insurance with a minimum combined single limit of One Million dollars ($1,000,000) per occurrence and One Million Dollars ($1,000,000) general aggregate.

- All insurers shall be licensed by the State of Illinois and rated A-VII or better by A.M. Best or comparable rating service. The comprehensive general liability, sexual abuse and molestation, and property damage insurance policy shall name RIMSD, its Board, Board members, employees, agents, and successors as an additional insured on a primary noncontributory basis with a waiver of subrogation in favor of RIMSD. The YMCA shall provide RIMSD with certificates of insurance and/or copies of policies to RIMSD evidencing the existence of the coverage described above, including form and deductibles, during the duration of this Agreement. The failure to provide acceptable insurance shall be deemed a breach of this Agreement entitling RIMSD to terminate this Agreement. YMCA shall have thirty (30) days following written notice to cure such deficiency before termination rights may be exercised. –YMCA shall provide RIMSD with at least thirty (30) days' prior written notice of any cancellation, nonrenewal, or material reduction in required insurance coverage, to the extent YMCA receives such notice from its insurer. In the event less notice provided by the insurer, YMCA shall notify RIMSD promptly upon receipt of such notice.

2. **Indemnification.** To the fullest extent allowed by law, the YMCA agrees to reimburse defense costs, indemnify, and hold harmless the RIMSD from and against all injuries, loss, causes of action, claims, liability, damages, or judgments, including costs, expenses, and attorneys' fees, to the extent arising from (1) the YMCA's negligent acts and/or errors and/or omissions in the performance of the Services; (2) the YMCA's breach of the Agreement; or (3) the YMCA's violation of law. The indemnification obligation set forth in this Section shall not be limited by the amount of any insurance maintained by the YMCA, or by a limitation on amount or type of

damages, compensation or benefits payable under workers' compensation acts, disability benefit acts, or other employee benefit acts.

3. **No Personal Liability.** No elected or appointed official or employee of RIMSD shall be personally liable, in law or in contract, to the YMCA as the result of the execution of this Agreement.

4. **Waiver of Claims.** Except to the extent prohibited by law and for any claim arising out of, relating to, or connected with any breach of this Agreement, RIMSD shall not be liable, and the YMCA waives all claims against RIMSD for damages to person or property sustained by the YMCA resulting from its use of the Facilities, or any equipment, furniture, fixtures, or appurtenances thereto becoming out of repair, resulting from any accident in or about the Facilities or common areas, or resulting directly or indirectly from any act or neglect of any person on the Facilities or common areas. This Section shall apply especially, but not exclusively, to damage caused by water, snow, frost, steam, excessive heat or cold, sewage, gas, odors, or noise or the bursting or leaking of pipes or plumbing fixtures and shall apply if any such damage results from the act or neglect of other occupants, or an employee or employees of RIMSD. All personal property belonging to the YMCA shall be there at the risk of the YMCA. RIMSD shall not be liable for any damage thereto or the theft or misappropriation thereof. The YMCA shall be limited to its own insurance coverages to pay for damage to its property or fixtures and hereby holds harmless and releases RIMSD from any damage or claim of damage to the YMCA's property or fixtures.

5. **No Waiver of Tort Immunity Defenses.** Nothing contained in this Agreement, or in any other provision of this Agreement, is intended to constitute nor shall constitute a waiver of the defenses available to RIMSD under the Illinois Local Governmental and Governmental Employees Tort Immunity Act with respect to claims by third parties.

ARTICLE V: TERM AND TERMINATION

1. **Term.** This Agreement shall be for a term commencing on October 1, 2026 (the 'Effective Date') and ending on December 31, 2046, unless terminated earlier pursuant to the provisions of this Article.

2. **Termination by YMCA.** The YMCA may terminate this Agreement at any time, with or without cause, by providing RIMSD with at least one hundred eighty (180) days prior to written notice.

3. **Termination by RIMSD.** Notwithstanding any other provision hereof, RIMSD may terminate this Agreement at any time upon at least one hundred eighty (180) days prior written notice to the YMCA. If this Agreement is so terminated, the YMCA shall be paid for Services performed and reimbursable expenses incurred, if any, prior to termination, not exceeding the value of the Services completed.

4. **Termination for Cause.** Either party may terminate this Agreement in the event of a material breach by the other party. The terminating party must provide written notice of the breach to the defaulting party. If the breach is not cured within sixty (60) days of receipt of such notice, the Agreement may be terminated immediately.

ARTICLE VI: MISCELLANEOUS PROVISIONS

1. **Exclusivity.** During the term of this Agreement, the YMCA shall be the exclusive entity conducting supervision and management of the Facilities described above, except for RIMSD High School Swim Team activities as defined in Article I, Section 3.4.

2. **Weather and Emergency Closings.** Pool Facilities may be closed due to inclement weather, maintenance issues, or emergencies. The YMCA shall attempt to consult with RIMSD management prior to closing the pool, except when an emergency exists or safety requires an immediate decision.

3. **Dispute Resolution.** Disputes arising under this agreement shall be resolved by the supervisors of the staff involved. In the event that the dispute cannot be resolved, the Superintendent of RIMSD and the CEO of the YMCA shall resolve the dispute. Disputes that remain unresolved shall be governed pursuant to Paragraph 12 of this Article VI, as stated below.

4. **Act of God.** Neither party shall be liable for failure to perform their obligations when such failure is caused by fire, explosion, Act of God, civil disturbance, or similar causes beyond reasonable control.

5. **Amendment & Validity.** This Agreement constitutes the entire Agreement between the parties and may not be altered except by a subsequent writing signed by both parties. If any term is held invalid, such invalidity shall not affect the remaining terms.

6. **Assignment.** This Agreement may not be assigned by RIMSD or by the YMCA without the prior written consent of the other party.

7. **Notice.** All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered (1) personally, (2) by a reputable overnight courier, or (3) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt.

   Notices and communications to RIMSD shall be addressed to, and delivered at, the following address:

Rock Island – Milan School District 41
2000 7th Avenue
Rock Island, Illinois 61201
Attention: Superintendent

Notices and communications to the YMCA shall be addressed to, and delivered at, the following address:

Two Rivers YMCA
2040 53rd Street
Moline, Illinois 61265
Attention: Chief Executive Officer

8. **Third Party Beneficiary.** No claim as a third-party beneficiary under this Agreement by any person, firm, or corporation shall be made or be valid against RIMSD.

9. **Provisions Severable.** If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

10. **Time.** Time is of the essence in the performance of this Agreement.

11. **Calendar Days and Time.** Unless otherwise provided in this Agreement, any reference in this Agreement to "day" or "days" shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Agreement falls on a Saturday, Sunday, federal, State, or RIMSD holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday, or federal, State, or RIMSD holiday.

12. **Governing Laws.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Illinois. Jurisdiction and venue for all disputes hereunder shall be the Circuit Court located in Rock Island County, Illinois.

13. **No Waiver.** The failure of either party to insist upon the performance of any of its terms and conditions, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but they shall continue and remain in full force and effect as if no waiver had occurred.

14. **Authority to Execute.** Each individual signing this Agreement on behalf of the entity that constitutes RIMSD and the YMCA, represents, and warrants that the individual is duly authorized to execute and deliver this Agreement on behalf of the entity, and that this Agreement is binding on RIMSD and the YMCA, as the case may be, in accordance with its terms.

15. **Exhibit.** Exhibit A is incorporated into and made part of this Agreement. To the extent there are conflicts between Exhibit A and this Agreement, the terms of the Agreement shall control.

16. **Captions.** The captions at the beginning of the several paragraphs, respectively, are for convenience in locating the contents, but are not part of the context.

17. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall constitute an original, but altogether shall constitute one and the same Master Agreement.

18. **Effective Date.** The Effective Date of this Agreement shall be _____.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Two Rivers YMCA

By: _____ Title: Authorized Representative

Date: _____

Rock Island-Milan School District No. 41

By: _____ Title: Authorized Representative

Date: _____

EXHIBIT A

2026 YMCA INCOME BASED MEMBERSHIP PROGRAM AND RATES

At Two Rivers YMCA, strengthening the foundation of our community is our cause. We believe that lasting personal and social change comes from working together to ensure everyone, regardless of age, income, or background, can learn, grow, and thrive. Through initiatives like our Annual Strong Kids Campaign, we provide financial assistance that helps our neighbors move forward, creating a safe environment where families connect, children build confidence, and adults pursue healthier lives. When you partner with Y, you are joining a movement dedicated to providing health, hope, and opportunity for all.

The YMCA evaluates membership and program fees and its sliding scale on a regular basis and reserves the right to adjust fees and discounts as operational and economic conditions change.

1. BUILD YOUR OWN HOUSEHOLD MEMBERSHIP (BASE RATES)

The YMCA utilizes a "Build Your Own" model allowing households to construct a membership based on the number of adults and children in the residence.

INDIVIDUAL MEMBERSHIP
$37/month + One Time Activation Fee of $37 *(Primary on account; 19 years and older)*

ADD EACH ADDITIONAL ADULT
Add $12/month Each + One Time Activation Fee of $12 Each
(Each additional adult living at the same private residence added to the Individual)

ADD ALL HOUSEHOLD CHILDREN
$11/month flat rate for All + One Time Activation Fee of $11
(Flat rate includes ALL children living at the same private residence through age 23 added to the Individual)

2. SUBSIDIZED MEMBERSHIP CATEGORIES AND RATES

The YMCA provides direct subsidies for specific age demographics to ensure equitable access.

YOUTH MEMBERSHIP (REFLECTS 50% SUBSIDY PROVIDED BY YMCA)
$18.50/month + No Activation Fee *(Individual youth is anyone 18 or under)*

SENIOR INDIVIDUAL (REFLECTS 15% SUBSIDY PROVIDED BY YMCA)
Equals $31.50 Senior Individual Rate + One Time Activation Fee of $31.50
(Individual Adult 65 or Older; Additional Seniors pay $12 each)

3. INCOME-BASED MEMBERSHIP (SLIDING SCALE)

Consistent with its charitable mission, the YMCA provides Income Based Membership for households that do not have the financial resources to pay the full Base Rates. Eligibility is determined by verification of residence, household size and income tax receipts. Rates are established based upon the discount scale below and reviewed annually. To ensure access for all, further rate reductions may be available for households demonstrating hardship that results in an inability to pay the qualified IBM rate.

INCOME RANGE		Number in Household											
		1	2	3	4	5	6	7	8	9	10	11	12+
$ -	$ 15,650.00	60%	69%	69%	69%	69%	69%	69%	69%	69%	69%	69%	69%
$ 15,651.00	$ 21,150.00	52%	61%	69%	69%	69%	69%	69%	69%	69%	69%	69%	69%
$ 21,151.00	$ 26,650.00	47%	55%	61%	69%	69%	69%	69%	69%	69%	69%	69%	69%
$ 26,651.00	$ 32,150.00	42%	46%	55%	61%	69%	69%	69%	69%	69%	69%	69%	69%
$ 32,151.00	$ 37,650.00	36%	40%	46%	55%	61%	69%	69%	69%	69%	69%	69%	69%
$ 37,651.00	$ 43,150.00	26%	30%	40%	46%	55%	61%	69%	69%	69%	69%	69%	69%
$ 43,151.00	$ 48,650.00	15%	22%	30%	40%	46%	55%	61%	69%	69%	69%	69%	69%
$ 48,651.00	$ 54,150.00	10%	14%	22%	30%	40%	46%	55%	61%	69%	69%	69%	69%
$ 54,151.00	$ 59,650.00	0%	10%	14%	22%	30%	40%	46%	55%	61%	69%	69%	69%
$ 59,651.00	$ 65,150.00	0%	10%	10%	14%	22%	30%	40%	46%	55%	61%	69%	69%
$ 65,151.00	$ 70,650.00	0%	10%	10%	10%	14%	22%	30%	40%	46%	55%	61%	69%
$ 70,651.00	$ 76,150.00	0%	0%	10%	10%	10%	14%	22%	30%	40%	46%	55%	61%
$ 76,151.00	$ 81,650.00	0%	0%	0%	10%	10%	10%	14%	22%	30%	40%	46%	55%
$ 81,651.00	$ 87,150.00	0%	0%	0%	0%	10%	10%	10%	14%	22%	30%	40%	46%
$ 87,151.00	$ 92,650.00	0%	0%	0%	0%	0%	10%	10%	10%	14%	22%	30%	40%
$ 92,651.00	$ 98,150.00	0%	0%	0%	0%	0%	0%	10%	10%	10%	14%	22%	30%
$ 98,151.00	+	0%	0%	0%	0%	0%	0%	0%	10%	10%	10%	14%	22%

4. SPECIALTY CATEGORIES AND RATES

COLLEGE MEMBERSHIP

College Membership is available for students age 19 thru 23 during summer, holiday and spring breaks. Proof of enrollment is required.

MILITARY ACTIVATION FEE DISCOUNT

Active-duty military personnel qualify for free activation fee. Valid military ID is required.

Y@WORK EMPLOYER MEMBERSHIP PROGRAM

The Y@Work program partners with employers to offer membership and wellness opportunities for employees and their families year-round.

INSURANCE SUPPORTED MEMBERSHIP

The YMCA works with many health insurance plans, including Silver Sneakers and Renew Active, who help cover the cost of your YMCA membership. We recommend checking directly with your provider to verify eligibility, as you remain responsible for any fees not covered by your policy.

NATIONWIDE MEMBERSHIP

Nationwide Membership allows you to visit other participating YMCAs across the country. To maintain eligibility, you must utilize your home branch at least 50% of the time.

5. DAILY GUEST PASS POLICY AND RATES

Guest pass availability is subject to branch occupancy and may be limited by management. A valid photo ID is required for all guests.

MEMBER-GUEST PASS
Each active membership unit in good standing receives two free guest passes per year. To ensure safety and supervision, only adults on the unit may use free guest passes. Members are encouraged to call in advance to inform their branch of a free guest visit.

MILITARY LEAVE GUEST PRIVILEGE
Active-duty military personnel stationed at least 100 miles outside the Quad Cities who are visiting home on official leave are eligible for a complimentary short-term pass for the duration of their visit. Valid military ID and leave orders required.

DAILY GUEST PASS FOR PURCHASE
YOUTH $8 *(18 years and younger)*
ADULT $14 *(19 years and older)*
FAMILY $20 *(Family consists of up to two adults and dependent youth through age 23)*