

Evergreen Pool (Highline School District)

Date Opened 1970

History & Background

The Evergreen Pool is a Forward Thrust pool that was transferred to the Highline School District in 2010 as a result of King County choosing to no longer fund it. It is currently being operated by Whitewater Aquatics Management, a non-profit organization.

The pool offers community-oriented programming including swim lessons, water exercise, women only swims, lap and open swims. Rentals include time for both high school and private swim teams. In Spring of 2012 “*Pay what you can*” swim lessons were offered.



Pool Statistics

The pool is located at 606 SW 116th St., Seattle, WA 98146, adjacent to Evergreen High School. It has nine, 25 yard lanes and maintains a temperature of 84°F.



State & County QuickFacts

White Center CDP, Washington

People QuickFacts	White Center CDP Washington	
Population, 2011 estimate	X	6,830,038
Population, 2010 (April 1) estimates base	X	6,724,540
Population, percent change, April 1, 2010 to July 1, 2011	X	1.6%
Population, 2010	13,495	6,724,540
Persons under 5 years, percent, 2010	7.1%	6.5%
Persons under 18 years, percent, 2010	23.7%	23.5%
Persons 65 years and over, percent, 2010	9.0%	12.3%
Female persons, percent, 2010	49.4%	50.2%

White persons, percent, 2010 (a)	47.0%	77.3%
Black persons, percent, 2010 (a)	9.0%	3.6%
American Indian and Alaska Native persons, percent, 2010 (a)	1.6%	1.5%
Asian persons, percent, 2010 (a)	22.9%	7.2%
Native Hawaiian and Other Pacific Islander, percent, 2010 (a)	1.7%	0.6%
Persons reporting two or more races, percent, 2010	6.4%	4.7%
Persons of Hispanic or Latino origin, percent, 2010 (b)	21.5%	11.2%
White persons not Hispanic, percent, 2010	39.6%	72.5%

Living in same house 1 year & over, percent, 2007-2011	81.5%	82.3%
Foreign born persons, percent, 2007-2011	32.8%	12.8%
Language other than English spoken at home, percent age 5+, 2007-2011	47.3%	17.8%
High school graduate or higher, percent of persons age 25+, 2007-2011	74.4%	89.8%
Bachelor's degree or higher, percent of persons age 25+, 2007-2011	12.7%	31.4%
Veterans, 2007-2011	937	601,507
Mean travel time to work (minutes), workers age 16+, 2007-2011	29.3	25.5

Homeownership rate, 2007-2011	47.7%	64.4%
Housing units in multi-unit structures, percent, 2007-2011	33.6%	25.7%
Median value of owner-occupied housing units, 2007-2011	\$286,500	\$283,200
Households, 2007-2011	5,376	2,602,568
Persons per household, 2007-2011	2.66	2.50
Per capita money income in the past 12 months (2011 dollars), 2007-2011	\$19,323	\$30,481
Median household income, 2007-2011	\$42,682	\$58,890
Persons below poverty level, percent, 2007-2011	25.0%	12.5%

Business QuickFacts	White Center CDP Washington	
Total number of firms, 2007	1,379	551,340
Black-owned firms, percent, 2007	S	S
American Indian- and Alaska Native-owned firms, percent, 2007	F	1.2%
Asian-owned firms, percent, 2007	23.6%	6.8%
Native Hawaiian and Other Pacific Islander-owned firms, percent, 2007	F	0.2%
Hispanic-owned firms, percent, 2007	7.3%	3.2%
Women-owned firms, percent, 2007	S	28.7%

Manufacturers shipments, 2007 (\$1000)	NA	112,053,283
Merchant wholesaler sales, 2007 (\$1000)	2,564	76,790,966
Retail sales, 2007 (\$1000)	140,741	92,968,519
Retail sales per capita, 2007	NA	\$14,380

Accommodation and food services sales, 2007 (\$1000) 11,679 12,389,422

Geography QuickFacts	White Center CDP Washington	
Land area in square miles, 2010	2.24	66,455.52
Persons per square mile, 2010	6,021.9	101.2
FIPS Code	78225	53
Counties		

(a) Includes persons reporting only one race.

(b) Hispanics may be of any race, so also are included in applicable race categories.

D: Suppressed to avoid disclosure of confidential information

F: Fewer than 100 firms

FN: Footnote on this item for this area in place of data

NA: Not available

S: Suppressed; does not meet publication standards

X: Not applicable

Z: Value greater than zero but less than half unit of measure shown

Source U.S. Census Bureau: State and County QuickFacts. Data derived from Population Estimates, American Community Survey, Census of Population and Housing, County Business Patterns, Economic Census, Survey of Business Owners, Building Permits, Consolidated Federal Funds Report, Census of Governments
Last Revised: Thursday, 06-Dec-2012 16:53:46 EST

Support Swimmers Guide



Swimmers Guide
Detail Swimming Pool Information
Evergreen Community Aquatic Center
Burien, Washington, UNITED STATES

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For a list of other cities and towns with listings in [King County](#).

Note: This is a directory listing that contains everything **Swimmers Guide** knows about the facility; if you need more information about it, contact information appears in the The Basics section below. **Swimmers Guide is not connected with the facility in any way.** Before going to any facility listed in Swimmers Guide, we recommend that you **CALL FIRST**. If you find the information is incorrect in any way, PLEASE click [HERE](#) to tell the **Swimmers Guide** editors.

The Basics: [Evergreen Community Aquatic Center](#)

Official Web site: <http://www.evergreenpool.org/>

If the link to the facility's Web site didn't work, please let us know by clicking [HERE](#). (Opens an email message window.)

Address: 606 S.W. 116th Street , Burien , WA , UNITED STATES (Postal Code: 98146)

Telephone: (206) 588-2297.

If the area/city code or telephone number above is incorrect, would you kindly send us a correction? Click [HERE](#).

E-mail: ecacpool@gmail.com.

Admission:

Visitors (adult): \$4.50, SC \$3.50. [November, 2012]

If the adult, single-visit admission price to swim here has changed and you know the new price, please click [HERE](#) and tell us.

Note: The **Swimmers Guide** database was originally created for publication as a travel guide; at some facilities, single swim admission may not be available to local residents.

Facilities:

(Full-size, year-round)

Pool: 25y x 43f, 9 lanes (6 are shallow), indoors, 84°F (29°C).

Diving equipment: None.

What's On:

Masters swim team: [Blue Wave Aquatics](#).

Youth swim team: [WhiteWater Aquatics](#).

Bad link report: If a link in the "What's On" section didn't work, please tell us by clicking [HERE](#).

Locator:

To find: Just north of Burien, WA, between Evergreen H.S. and Evergreen ball fields; about 20 minutes south of Seattle and 20 minutes north of the Sea-Tac Airport.

County or region: King County.

Latitude, Longitude: 47.49962, -122.34283.

For a map:



See the location on the [Google Maps](#) map site.

This map link should go directly to a map centered on the location of the pool. If it no longer does, please click [HERE](#) and tell us about it.

iPhone/iPod/iPad Users: Due to differences in how the Google Maps program is implemented on PCs v. Apple hand-held devices, this map link may not work properly on iPads, iPods, iPhones, or other Apple hand-held products.

More:

Notes: The pool, originally called the Evergreen Pool and operated by King County, has been taken over by an affiliate of the resident swim team and renamed.

Reviews: Have you swum here? Would you recommend this facility to other swimmers? Tell us what you think about it and we'll include your observations in this section of the listing. To send a review, just click [HERE](#).

(All reviews are subject to editing for length, appropriateness, balance, and suitability. Reviewers' identities will not be disclosed in reviews - or anywhere else.)

Data source: The information for this listing was cobbled together from a couple of websites.

(The "Data source" may have contributed the initial, basic information used to create this listing but, in most cases, that information will have been added to over time by a number of other sources - most often, other swimmers. We can't acknowledge the source of each bit of information, but we are grateful to all contributors.)

Other useful sites: Art Hutchinson's [Lap Swimming Etiquette 101](#).

Sensitive to chlorine byproducts in pool water?

See [Chlorine-Free Swimming](#).

If a link in the "More" section didn't work, please tell us by clicking [HERE](#).

If you know this facility and would like to send us a correction, an update or more information about it, please click [HERE](#) to tell us.

We'll appreciate your help - and so will everyone else who views this listing.

until 3/31/2013

ORIGINAL

AGREEMENT
between
WHITEWATER AQUATICS MANAGEMENT, LLC
and
HIGHLINE SCHOOL DISTRICT NO. 401
regarding
THE OPERATION OF THE EVERGREEN POOL

1. PARTIES

This Agreement (the "Agreement") is entered into as of March 31, 2010 ("Effective Date"), between WHITEWATER AQUATICS MANAGEMENT, LLC, a Washington limited liability company ("WhiteWater"), and HIGHLINE SCHOOL DISTRICT NO. 401, a Washington municipal corporation (the "Pool Owner" and, collectively with WhiteWater, referred to hereafter as the "Parties").

2. PURPOSE AND RECITALS

- 2.1 In March 1970, to implement elements of King County Resolution 34571, also known as Forward Thrust, King County (the "County") leased certain real property from the District for a period of forty (40) years. The leased property is located on the premises of Evergreen High School, real property owned by the District (the "Property"). The Lease expired or will expire on March 25, 2010 (the "Transfer Date").
- 2.2 Pursuant to the Lease, the County constructed on the Property a public swimming pool, known as Evergreen Pool (the "Pool"), located at 606 SW 116th Street, Seattle, WA 98146. Upon the Transfer Date, title to the Pool automatically vested or will vest in the District as a matter of law.
- 2.3 The County operated the Pool for benefit of the public until 2009, when a budget crisis forced the County to eliminate operations and maintenance of many local public recreation facilities in urban unincorporated areas of the County. The budget crisis forced the County to "mothball" the Pool and close it to public use at the end of August 2009.
- 2.4 The Pool Owner and King County are expected to enter into that certain Evergreen Pool Asset Transfer Statement and Public Use Agreement (the "Transfer Agreement"), confirming the transfer of all right, title, and interest the County has in the Pool under the Lease, along with all personal property associated with the Pool, to the Pool Owner as of the Transfer Date. The Transfer Agreement will require the Pool Owner to use reasonable efforts to operate the Pool and provide the public with access for the purpose of recreational swimming through December 31, 2010. The Pool Owner has provided to WhiteWater a complete and correct copy of the final version of the Transfer Agreement which has been approved by the District, and which is expected to be approved by the County Council within the following sixty (60) days.

Owner's other funds but shall not be used by Pool Owner for any purpose other than pursuant to this Agreement. WhiteWater will from time to time to notify Pool Owner of maintenance, repair, marketing and operational expenses incurred or to be incurred by WhiteWater. Within 30 days after notification of such expenses, Pool Owner shall, unless Pool Owner has within such 30 day period objected to the payment of such funds on the basis that they are not proper maintenance, operation, marketing or repair expenses, pay or reimburse WhiteWater from the Operating Fund the amount of such expenses; provided, however, that any payment or reimbursement for maintenance, operational, marketing or repair expenses shall be limited to the amount then available in the Operating Fund, and Pool Owner shall not be required to contribute any funds to the Operating Fund beyond those funds it may receive from the County for such purpose pursuant to the Transfer Agreement (which funds may not be received until on or about July 1, 2010 if the Transfer Agreement is executed by then).

The parties acknowledge that the Pool roof is in poor condition, that the County has recently made some repairs and temporary patches to the roof, and that the roof may need to be replaced in a couple of years. Pool Owner makes no representations or warranties to WhiteWater about the County's repairs to the roof. WhiteWater shall perform limited maintenance with respect to the roof consisting solely of cleaning of gutters and removal of snow. WhiteWater shall report any roof leaks or other roof maintenance issues to Pool Owner as soon as such issues are known to or discovered by WhiteWater, and Pool Owner shall patch minor roof leaks and perform related roof repairs, provided that (a) the \$50,000 Capital Fund established under section 3.4.2 below will be available to the District for this work (and such funds will not be available to WhiteWater for capital costs unless Pool Owner otherwise agrees in the exercise of its sole and absolute discretion), (b) Pool Owner's obligation to make such repairs will cease once such \$50,000 has been spent, and (c) if any single repair would, in Pool Owner's reasonable business judgment, cost more than is then available in the Capital Fund, Pool Owner shall have the right to decline to make such repair, in which event Pool Owner and WhiteWater shall each have the right to terminate this Agreement on written notice to the other given within sixty (60) days after Pool Owner's decision not to make such repairs. Other than as set forth in the preceding sentence, neither WhiteWater nor Pool Owner shall be responsible to perform major or capital repairs or replacements to the roof. WhiteWater shall have no liability arising from the condition of the roof, and WhiteWater agrees that, other than Pool Owner's repair duties described above in this paragraph, Pool Owner shall have no liability arising from the condition of the roof. In the event of significant damage or disrepair to or catastrophic failure of the roof, WhiteWater and Pool Owner shall each have the right to terminate this Agreement on thirty (30) days written notice to the other. The parties agree to keep each other apprised of any

developments relating to the roof.

3.1.3 Use and Storage of Chemicals. Any cleaners, fungicides, insecticides and other chemicals used by WhiteWater in the operation and maintenance of the Pool shall be used in a safe manner and in compliance with label instructions and all applicable codes, rules and regulations concerning said substances. WhiteWater shall store and dispose of all such chemicals in a safe and secure manner and in compliance with label instructions and all applicable codes and regulations.

3.1.4 Existing Equipment and Supplies. The Pool Owner will leave on site all pool equipment and supplies transferred from the County to the Pool Owner for the operation and maintenance of the Pool, on an "as-is" basis and without warranty or representation, which equipment and supplies include all furniture, lifeguard equipment, first aid supplies, tools, operator manuals, plans, phone system, lighting fixtures, Pool and building maintenance supplies, chemicals, spare parts and miscellaneous pool equipment. WhiteWater may use all equipment and supplies and through this use also agrees that the Pool Owner has no liability or responsibility resulting from WhiteWater's use of the equipment and supplies. All equipment and supplies acquired or purchased with funds from the Operating Fund under this Agreement shall remain at the Pool, except for supplies used in the ordinary course of operations, and become the property of the Pool Owner at the termination of this Agreement.

3.2 Conditions for Operation and Management. In order to successfully manage the Pool, the following actions and conditions shall be required:

3.2.1 Pool Usage. In operating the Pool, WhiteWater shall provide programs and hours of operation as reasonably determined by WhiteWater with the goal of maximizing Pool usage and revenues.

3.2.2 Intellectual Property. As part of the normal operation of the Pool, WhiteWater may employ written materials for operating processes, swim school curriculum, training manuals, correspondence and other documentation that will be proprietary to WhiteWater. These materials are solely the intellectual property of WhiteWater and will not be distributed nor discussed by Pool Owner with parties external to this Agreement. Upon termination of this Agreement, all such materials shall be returned to WhiteWater or shall be destroyed.

3.2.3 Advertising Program. All permanent signage placed within the premises, exclusive of WhiteWater program material, if any, shall require the prior written approval of the Pool Owner, which shall not be unreasonably withheld, delayed or conditioned. Pool Owner specifically approves WhiteWater establishing a "swim records board" and a "donor recognition wall" for display within the premises. Pool Owner also acknowledges that

receives such funds from the County pursuant to the Transfer Agreement, a capital expenditure fund ("Capital Fund") with all of such funds. The Capital Fund may be held in a general account (which may be non-interest bearing) with Pool Owner's other accounts and may be used by Pool Owner for any purpose described in section 3.1.2 above. WhiteWater will not be able to draw on funds in the Capital Fund unless Pool Owner agrees otherwise in the exercise of its sole and absolute discretion.

- 3.5 Personnel. WhiteWater shall maintain an adequate number of qualified personnel to meet the operational, maintenance, and service requirements of this Agreement. WhiteWater and its personnel shall operate in a business-like and courteous manner, and strive to provide high quality services to the public. At no time shall WhiteWater relinquish control of Pool operations to a third party without the written consent of the Pool Owner.
- 3.6 Independent Contractor. WhiteWater and its employees or agents performing under this Agreement are not employees or agents of the Pool Owner. WhiteWater and its employees shall not hold themselves out as nor claim to be officers or employees of the Pool Owner, nor will they make any claim of right, privilege or benefit which would accrue to a municipal employee under state law.

4. POOL USE AGREEMENT

Pool Owner and WhiteWater agree to negotiate in good faith in order to enter into a pool use agreement which will provide for regularly scheduled usage of the Pool by Pool Owner's swim teams and other scheduled activities.

5. AMENDMENTS

This Agreement may be amended only upon mutual consent of the Parties. Any amendment shall be in writing and shall be ratified and executed by the Parties in the same manner as set forth in this Agreement.

6. DISPUTE RESOLUTION

- 6.1 If a dispute arises from or relates to this Agreement or the breach thereof and if the dispute cannot be resolved through direct discussions, the Parties agree to endeavor first to settle the dispute in an amicable manner by mediation. The mediator may be selected by agreement of the Parties or through the American Arbitration Association.
- 6.2 Following mediation, any unresolved controversy or claim arising from or relating to this Agreement or breach thereof shall be settled through arbitration conducted under the American Arbitration Association's Commercial Arbitration Rules. The arbitrator may be selected by agreement of the Parties or through the American Arbitration Association.
- 6.3 All fees and expenses for mediation or arbitration shall be borne by the Parties

equally. However, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence; provided, however, that in any arbitration, the arbitrator may award to the substantially prevailing or successful party, in addition to other relief as may be granted, a reasonable sum for its attorneys' fees and costs.

7. EFFECTIVE DATE; TERMINATION

- 7.1 This Agreement shall become effective as of the Commencement Date, provided it is approved as follows:
- 7.1.1 Approval by official action of the governing body and the signing of this Agreement by the duly authorized representative of WhiteWater; and
- 7.1.2 Approval by official action of the Pool Owner and signing of this Agreement by the duly authorized representative of the Pool Owner.
- 7.2 This Agreement may be terminated at any time by mutual agreement of the Parties.
- 7.3 This Agreement may be terminated by WhiteWater on not less than sixty (60) days prior written notice to Pool Owner if WhiteWater determines, and certifies to Pool Owner, in good faith, that it is economically imprudent for WhiteWater to continue to maintain and operate the Pool after making all reasonable efforts to keep the Pool open. Immediately upon such notice to the Pool Owner, WhiteWater may curtail operations of the Pool and cut back programs and hours of operations, as it determines in good faith. If WhiteWater so notifies Pool Owner of its election to terminate this Agreement, WhiteWater will work diligently and in good faith with Pool Owner during such sixty (60) day period to seek to find another entity to assume operation of the Pool in an effort to prevent the Pool from being closed.
- 7.4 This Agreement may be terminated by Pool Owner on sixty (60) days prior written notice to WhiteWater if Pool Owner determines, in good faith, that WhiteWater has not performed adequately under this Agreement or is otherwise in material default of its obligations hereunder, provided however that WhiteWater shall have an opportunity to cure any such non-performance or breach during such 60-day period, and this Agreement shall not so terminate if WhiteWater cures such non-performance or breach. If Pool Owner so notifies WhiteWater of its election to terminate this Agreement and if WhiteWater fails to cure such non-performance or breach, WhiteWater will work diligently and in good faith with Pool Owner during such sixty (60) day period to seek to find another entity to assume operation of the Pool in an effort to prevent the Pool from being closed.
- 7.5 Unless earlier terminated or renewed by consent of the Parties or by operation of any other provision of this Agreement, this Agreement shall remain in effect through the Termination Date.

8. INDEMNIFICATION AND LIABILITY

- 8.1 WhiteWater shall indemnify, defend and hold Pool Owner, its officers, agents, employees and contractors, harmless from and against any and all claims, suits, losses, damages, fines, penalties, liabilities and expenses (including, but not limited to, Pool Owner's reasonable attorneys' fees and other costs incurred in connection with claims, regardless of whether such claims involve litigation) resulting from any actual or alleged injury (including death) of any person or from any actual or alleged loss of or damage to any property arising out of or in connection with (i) the occupation, use, operation, maintenance or alteration of the Pool or the Property by WhiteWater or its employees, agents, guests, invitees or contractors, (ii) WhiteWater's breach of its obligations hereunder, or (iii) any negligent or willful act or omission of WhiteWater or any licensee or concessionaire of WhiteWater, or of any officer, agent, guest, invitee or employee of WhiteWater or of any such entity, in or about the Pool or the Property.
- 8.2 The Pool Owner shall indemnify, defend and hold WhiteWater, its members, officers, agents, employees and contractors, harmless from and against any and all claims, suits, losses, damages, fines, penalties, liabilities and expenses (including, but not limited to, WhiteWater's reasonable attorneys' fees and other costs incurred in connection with claims, regardless of whether such claims involve litigation) resulting from any actual or alleged injury (including death) of any person or from any actual or alleged loss of or damage to any property arising out of or in connection with (i) ownership of the Property by the Pool Owner, (ii) Pool Owner's breach of its obligations hereunder, or (iii) any negligent or willful act or omission of Pool Owner or any licensee or concessionaire of Pool Owner, or of any officer, agent, guest, invitee or employee of Pool Owner or of any such entity, in or about the Pool or the Property.
- 8.3 WhiteWater reserves the right to require pool liability and indemnity agreements and use agreements from Pool users similar to those that King County required of Pool users prior to the transfer of the Pool to the Pool Owner.
- 8.4 The foregoing indemnities are intended to specifically cover actions brought by WhiteWater's own employees. The foregoing indemnities are specifically and expressly intended to constitute a waiver by each Party of its immunity, if any, under Washington's Industrial Insurance Act, RCW Title 51, to the extent necessary to provide the other Party with a full and complete indemnity from claims made by the indemnifying party and its employees, to the extent of their negligence. This waiver has been mutually negotiated by the Parties. The provisions of this section 8 shall survive the expiration or termination of this Agreement.

9. INSURANCE

- 9.1 During the term of this Agreement and any extensions, WhiteWater shall maintain general commercial liability insurance coverage of not less than Five Million

Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate, insuring against all liability of WhiteWater and its employees, agents and invitees arising out of or in connection with WhiteWater's use, maintenance and operation of the Pool. Pool Owner shall be an additional insured on all liability insurance policies obtained by WhiteWater. The general commercial liability policy shall be on an unendorsed form CG-00-01-10-01. WhiteWater shall also carry personal property damage insurance covering all of WhiteWater's personal property on or about the Pool premises, including all furniture, fixtures and equipment, in the amount of full replacement cost. All of WhiteWater's insurance policies shall (i) be issued by insurance companies authorized to do business in the State of Washington with a rating of A/VI or better as rated in the most recent edition of Best's Insurance Reports; (ii) be issued as a primary policy, and (iii) contain an endorsement requiring thirty (30) days' prior written notice from the insurance company to both parties before cancellation or change in the coverage, scope, or amount of any policy.

9.2 Any insurance, self-insurance, or insurance pool coverage maintained by the Pool Owner shall be excess of WhiteWater's insurance and shall not contribute with it.

9.3 WhiteWater shall furnish the Pool Owner with original certificates and a copy of the amendatory endorsements, including, but not limited to, the additional insured endorsement, evidencing the insurance requirements of WhiteWater.

10. SEVERABILITY

Should a court of competent jurisdiction declare any clause, phrase, sentence, or paragraph of this Agreement invalid or void, the remaining provisions of this Agreement not so declared shall remain in full force and effect.

11. EXERCISE OF RIGHTS OR REMEDIES

Failure of any party to exercise any rights or remedies under this Agreement shall not be a waiver of any obligation by either party and shall not prevent either party from pursuing that right at any future time.

12. RECORDS

The Parties shall maintain adequate records to document obligations performed under this Agreement. The Parties shall have the right, upon reasonable notice, to review the other party's records with regard to the subject matter of this Agreement.

13. ENTIRE AGREEMENT

This Agreement, together with the exhibits, constitutes the entire Agreement between the Parties with respect to the maintenance and operation of the Pool.

14. BINDING EFFECT

This Agreement shall be binding on the Parties' successors and permitted assigns, and on any purchaser or transferee of the Property; provided, however, that WhiteWater shall not assign this Agreement (whether by operation of law or otherwise) or delegate its duties hereunder without the prior written consent of Pool Owner, which consent may be withheld in Pool Owner's sole and absolute discretion. This Agreement shall be considered a covenant running with the Property and Pool Owner shall notify WhiteWater in advance of any sale or transfer of the Property to enable it to file a copy of this Agreement with the Property records.

15. GOVERNING LAW AND STIPULATION OF VENUE

This Agreement shall be governed by the laws of the State of Washington. Any action hereunder must be brought in the Superior Court of Washington for King County. Should any litigation between the parties arise out of or in connection with this Agreement, the substantially prevailing or successful party shall be entitled, in addition to other relief as may be granted, to a reasonable sum as and for all its attorneys' fees and costs in such litigation.

16. FORCE MAJEURE

Neither Pool Owner or WhiteWater shall be deemed in default hereof nor liable for damages arising from its failure to perform its duties or obligations hereunder if such is due to causes beyond its reasonable control, including, but not limited to, acts of God, acts of civil or military authorities, acts of terrorism, embargoes, fires, floods, windstorms, earthquakes, strikes, lockouts, boycotts or other labor disturbances, civil disturbances or commotion or war.

[Signatures appear on the following page]

17. CONTACTS FOR AGREEMENT. All notices under this Agreement will be in writing and will be deemed duly given if (a) personally delivered, (b) sent by facsimile (with electronic confirmation of delivery), (c) sent by overnight delivery through a nationally-recognized overnight delivery service or (d) mailed registered or certified mail, return receipt requested, postage prepaid. Each notice will be delivered to the intended recipient at the applicable address or facsimile number set forth below or at any other address or facsimile number as any party notifies the other party in writing. Notices or other communications that are sent by (x) personal delivery or facsimile, will be deemed received on the day sent or on the first business day thereafter if not sent on a business day, (y) overnight delivery, will be deemed received on the first business day immediately following the date sent, and (z) U.S. mail, will be deemed received three business days immediately following the date sent. The contact persons for this Agreement are:

WHITEWATER

Ed Marrs
21829 15th Ave. S.
Des Moines, WA 98198

POOL OWNER

Geraldine Fain
Asst. Superintendent
Support Services
Highline School District No. 401
15675 Ambaum Blvd. S.W.
Burien, WA 98166
(206) 433-2505
Fax: (206) 433-2414

EXECUTED and APPROVED by the Parties in identical counterparts, each of which shall be deemed an original, on the dates set forth below.

Dated this 30 day of
MARCH, 2010.

WhiteWater Aquatics Management, LLC

By: Edward Marrs
Name: Ed Marrs
Its: President

DATED this 30th day of
March, 2010.

HIGHLINE SCHOOL DISTRICT NO. 401

By: John Welch
John Welch
Its Superintendent
At the direction of the Highline School Board
by resolution regularly passed at an open
public meeting on March 24,
2010.

APPROVED AS TO FORM this
30th day of March, 2010.

By: William L. Green
William L. Green
Attorney for Highline School District

EXHIBIT A

WhiteWater's Maintenance Responsibilities

- Plumbing failures or repairs
- Electrical repairs
- Pool systems including filter mechanicals and plumbing, water heaters and boiler, chemical systems and all associated pumps
- Cleaning and repairs of surfaces such as tile floors/ tile walls/ pool liner tile and all other surfaces in the natatorium, locker rooms, lobby, restrooms, office areas and all utility closets; cleaning, maintenance and garbage removal from the interior and exterior of the Pool building, including, but not limited to, cleaning and garbage removal on the exterior sidewalks, parking lot and immediately adjacent areas, graffiti removal, and routine outdoor landscape maintenance.
- Cleaning and proper repair of all drains and drainage in locker rooms, natatorium, restroom and lobby areas
- Facility drainage maintenance
- Any and all office equipment or computers
- Office furniture
- Pool equipment for conducting programs including hydraulic chairs, pool access ways, etc.
- Bleachers, benches, chairs, bulletin boards, etc.

Pool Owner's Maintenance Responsibilities

- Lawn mowing of the grounds immediately surrounding the Pool facility and parking area for the Pool

EXHIBIT B
WhiteWater Monthly Reporting Format Example

WhiteWater Aquatics Management, LLC
Balance Sheet
As of _____

ASSETS

Current Assets

Checking-[Bank Name] [Amount on Deposit]

Other Current Assets

Reserves

Deposits

Equipment

Savings

Total Reserves

Total Other Current Assets

Total Current Assets

TOTAL ASSETS

LIABILITIES & EQUITY

Liabilities

Current Liabilities

Other Current Liabilities

Payroll Liabilities

Sales Tax Payable

Total Other Current Liabilities

Total Current Liabilities

Total Liabilities

Equity

Capital Stock

Net Income

Total Equity

TOTAL LIABILITIES & EQUITY

WhiteWater Aquatics Management, LLC
Profit & Loss
Period from _____ through _____

Ordinary Income/Expense
Income

Lessons/Classes
Retail Sales
Sales Adjustments
Discounts
Returns, Refunds & Allowances
Total Sales Adjustments

Total Income

Cost of Goods Sold

Instructors wages & taxes
Pool Manager
Chemicals
Water
Total COGS

Gross Profit

Expense

Advertising
Bank Service Charges
Insurance
Licenses and Permits
Maintenance & cleaning
Management fees
Miscellaneous
Office Supplies
Professional Development
Repairs
State Business taxes
Supplies
Telephone
Utilities
Total Expense

Net Ordinary Income

Other Income/Expense

Other Income
Interest Income
Vending commissions
Total Other Income

Net Other Income

Net Income

EXHIBIT C WCIA Aquatics Guidelines

Pool Operator Exposures- Liability claims arising from swimming facilities can result from a bodily injury being suffered by the user, and/or transfer of communicable illness to the public. These may be alleged to have resulted from: improper design, construction, or maintenance of the facility for actual usage; inadequate, unqualified personnel to maintain and/or guard the pool; and/or inadequate documentation of activities.

Recommended Controls- Members should adopt policies consistent with current state statutes pertaining to WATER RECREATION FACILITIES found in Chapter 246-260 WAC and Chapter 70.90 RCW. Water Recreation Facility is defined as “any artificial basin or other structure containing water used or intended to be used for recreation, bathing, relaxation or swimming, where body contact with the water occurs or is intended to occur and includes auxiliary buildings and appurtenances. The term also includes conventional swimming pools, wading pools, and spray pools, spa pools and tubs using hot or cold water, and any area designated for swimming in natural waters with artificial boundaries within the waters. If appropriate levels of trained staff are unavailable for a facility, even temporarily, the facility should be closed until staffing requirements can be met.

I. Operating Permit

A. Obtain and renew annually an operating permit as required by WAC 246-260-040 and RCW 70.90.170

II. Water Quality

A. Maintain waters free from harmful levels of disease-producing organisms, toxic chemicals, or adverse physical conditions for patron safety in accordance with WAC 246-260-070

III. Monitoring, Reporting, and Recordkeeping (WAC 246-260-080)

A. Comply with statutory reporting requirements for death, injury, and illness as well as incidents creating a potential problem of health or safety significance, and PAR.07

B. Monitoring and maintaining records for at least three years on:

1. water quality conditions
2. routine preventative maintenance provided on all hazardous equipment
3. daily estimation of number of users
4. personnel credentials, training, and/or required certifications

IV. Swimming Pool Design, Construction, and Equipment

A. Members should comply with WAC 246-260-090 with regard to:

1. Walking Surfaces
2. Barriers
3. Pool Surfaces
4. General Floor and Wall Dimensional design
5. Requirements for Pools Furnishing Areas for Diving
6. Pool Appurtenances
7. Water Volume Turnover
8. Depth Markings
9. Safety/Marking Line
10. Bather Load
11. Inlets/Outlets
12. Flow
13. Balancing Tanks
14. Pumps, Strainers, and Valves
15. Equipment Rooms
16. Make-up Water
17. Filters
18. Disinfection Equipment
19. Chemical Feeding Equipment
20. Heaters
21. Ventilation

22. Testing Equipment
23. Chemical Storage
24. Restroom, Locker Room, and Plumbing Fixtures
25. Lighting
26. Emergency Equipment
27. Lifeguard Chairs
28. Signs

V. Operation of Swimming Pool Facilities

A. Members should comply with WAC 246-260-100 with regard to:

1. Protect public health, safety, and water quality by establishing practices and developing an operations manual addressing:
 - a. physical pool facility components
 - b. personnel
 - c. users and spectators
 - d. environmental conditions
2. Develop an emergency response plan

VI. Restrictions on Animals

A. WAC 246-260-220 requires facility owners to prevent animal access to the water recreation pool facility except by users or spectators requiring services of guide dogs accompanying them to the deck area. WCIA recommends this same tolerance for patrons or spectators accompanied by "service animals".

Compliance with WAC 246-260- According to WAC 246-260-050 some WAC's dealing with physical facility requirements are meant to be applied to new construction, and facilities constructed after the effective date of the revisions. Existing facilities built before the effective date of these revisions and meeting the barrier requirements identified in WAC 246-260-050(3) and other requirements identified in WAC 246-260-050(1)&(2) may be continued in use. The Authority recommends continuing effort be made by the Member to upgrade the existing facility to meet these applicable requirements as closely as possible as funds permit.

VII. Starting Blocks

A. It is recommended that members comply with the National Federation of High School Association (NFHS) recommendations on the installation of starting blocks in swimming pool facilities. In December 2001, NFHS informed its members of their decision to immediately eliminate the use of 18-inch diving platforms in pools with water depth from 3 1/2 to 4 feet. The decision was based on the NFHS Rules Committee's concern about the potential for injuries in pools with water depth of less than 4 feet involving swimmers using improper techniques. NFHS further advised that swimmers must start from the deck or in the water if the pool depth is 3 1/2 to 4 feet. Washington Interscholastic Activities Association (WIAA) has also adopted the NFHS ruling. All WCIA members who operate a public swimming pool and who conduct or permit swimming competitions and/or practices should comply with this recently adopted change.

B. In accordance with WAC 246-260-090, starting blocks on the shallow end of the pool should be removed when not in use by competitive swimmers, and firmly secured when in use.

C. Starting blocks that are permanent (cannot be removed) should be fitted with block covers when open for public swimming activities.

Form **990-EZ**

**Short Form
Return of Organization Exempt From Income Tax**

2009

Open to Public Inspection

Department of the Treasury
Internal Revenue Service

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except black lung benefit trust or private foundation)
Sponsoring organizations of donor advised funds and controlling organizations as defined in section 512(b)(13) must file Form 990. All other organizations with gross receipts less than \$500,000 and total assets less than \$1,250,000 at the end of the year may use this form.
The organization may have to use a copy of this return to satisfy state reporting requirements.

A For the 2009 calendar year, or tax year beginning **July 1**, 2009, and ending **August 31**, 20 **10**

- B** Check if applicable:
 Address change
 Name change
 Initial return
 Terminated
 Amended return
 Application pending

C Name of organization
Whitewater Aquatics Management
Number and street (or P.O. box, if mail is not delivered to street address) Room/suite
PO Box 46517
City or town, state or country, and ZIP + 4
Seattle, WA 98146

D Employer identification number
27-2422684
E Telephone number
206-588-2297
F Group Exemption Number **▶**

Section 501(c)(3) organizations and 4947(a)(1) nonexempt charitable trusts must attach a completed Schedule A (Form 990 or 990-EZ).

G Accounting Method. Cash Accrual
Other (specify) **▶**

I Website: **▶ www.evergreenpool.org**

J Tax-exempt status (check only one) - 501(c) () (insert no.) 4947(a)(1) or 527

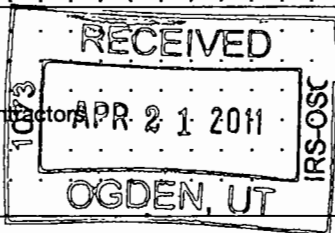
H Check if the organization is not required to attach Schedule B (Form 990, 990-EZ, or 990-PF).

K Check if the organization is not a section 509(a)(3) supporting organization and its gross receipts are normally not more than \$25,000. A Form 990-EZ or Form 990 return is not required, but if the organization chooses to file a return, be sure to file a complete return.

L Add lines 5b, 6b, and 7b, to line 9 to determine gross receipts; if \$500,000 or more, file Form 990 instead of Form 990-EZ **▶** \$

Part I Revenue, Expenses, and Changes in Net Assets or Fund Balances (See the instructions for Part I.)

Revenue	1	Contributions, gifts, grants, and similar amounts received	1	
	2	Program service revenue including government fees and contracts	2	38,407
	3	Membership dues and assessments	3	
	4	Investment income	4	
	5a	Gross amount from sale of assets other than inventory	5a	
	b	Less: cost or other basis and sales expenses	5b	
	c	Gain or (loss) from sale of assets other than inventory (Subtract line 5b from line 5a)	5c	0
	6	Special events and activities (complete applicable parts of Schedule G). If any amount is from gaming, check here <input type="checkbox"/>		
	a	Gross revenue (not including \$ of contributions reported on line 1)	6a	
b	Less: direct expenses other than fundraising expenses	6b		
c	Net income or (loss) from special events and activities (Subtract line 6b from line 6a)	6c	0	
7a	Gross sales of inventory, less returns and allowances	7a		
b	Less: cost of goods sold	7b		
c	Gross profit or (loss) from sales of inventory (Subtract line 7b from line 7a)	7c	0	
8	Other revenue (describe ▶)	8	0	
9	Total revenue. Add lines 1, 2, 3, 4, 5c, 6c, 7c, and 8 ▶	9	38,407	
Expenses	10	Grants and similar amounts paid (attach schedule)	10	
	11	Benefits paid to or for members	11	
	12	Salaries, other compensation, and employee benefits	12	32,201
	13	Professional fees and other payments to independent contractors	13	
	14	Occupancy, rent, utilities, and maintenance	14	16,269
	15	Printing, publications, postage, and shipping	15	
	16	Other expenses (describe ▶ Administrative Expenses)	16	4,269
17	Total expenses. Add lines 10 through 16 ▶	17	52,739	
Net Assets	18	Excess or (deficit) for the year (Subtract line 17 from line 9)	18	14,332
	19	Net assets or fund balances at beginning of year (from line 27, column (A)) (must agree with end-of-year figure reported on prior year's return)	19	0
	20	Other changes in net assets or fund balances (attach explanation)	20	
	21	Net assets or fund balances at end of year. Combine lines 18 through 20 ▶	21	14,332



Part II Balance Sheets. If Total assets on line 25, column (B) are \$1,250,000 or more, file Form 990 instead of Form 990-EZ.

(See the instructions for Part II.)

		(A) Beginning of year	(B) End of year
22	Cash, savings, and investments		22 (4426)
23	Land and buildings		23 2182
24	Other assets (describe ▶)		24
25	Total assets		25 (2244)
26	Total liabilities (describe ▶ Line of credit and payroll liability)		26 12,088
27	Net assets or fund balances (line 27 of column (B) must agree with line 21)		27 14,332

SCANNED MAY 12 2011

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Part III Statement of Program Service Accomplishments (See the instructions for Part III.)		Expenses
What is the organization's primary exempt purpose? <u>Management of Community Aquatic Facility</u>		(Required for section 501(c)(3) and 501(c)(4) organizations and section 4947(a)(1) trusts, optional for others.)
28 _____ _____ _____ (Grants \$ _____) If this amount includes foreign grants, check here <input type="checkbox"/>	28a	52,739
29 _____ _____ _____ (Grants \$ _____) If this amount includes foreign grants, check here <input type="checkbox"/>	29a	
30 _____ _____ _____ (Grants \$ _____) If this amount includes foreign grants, check here <input type="checkbox"/>	30a	
31 Other program services (attach schedule) (Grants \$ _____) If this amount includes foreign grants, check here <input type="checkbox"/>	31a	
32 Total program service expenses (add lines 28a through 31a) <input type="checkbox"/>	32	

Part IV List of Officers, Directors, Trustees, and Key Employees. List each one even if not compensated. (See the instructions for Part IV.)

(a) Name and address	(b) Title and average hours per week devoted to position	(c) Compensation (if not paid, enter -0-.)	(d) Contributions to employee benefit plans & deferred compensation	(e) Expense account and other allowances
Noelle Kawaguchi PO Box 46517, Seattle, WA 98146	President, 5 hours	0	0	0
Debbie Frankele Po Box 46517, Seattle, WA 98146	Secretary, 2 hours			
Bryan Hastings PO Box 46517, Seattle, WA 98146	Member at Large, 2 hours			
Mark Goodspeed PO Box 46517, Seattle, WA 98146	Vice President, 2 hours			
Joel Schweiger PO Box 46517, Seattle, WA 98146	Treasurer & Manager 30 hr	36,000	0	0

Part V Other Information (Note the statement requirements in the instructions for Part V.)

		Yes	No
33	Did the organization engage in any activity not previously reported to the IRS? If "Yes," attach a detailed description of each activity		<input checked="" type="checkbox"/>
34	Were any changes made to the organizing or governing documents? If "Yes," attach a conformed copy of the changes		<input checked="" type="checkbox"/>
35	If the organization had income from business activities, such as those reported on lines 2, 6a, and 7a (among others), but not reported on Form 990-T, attach a statement explaining why the organization did not report the income on Form 990-T.		
a	Did the organization have unrelated business gross income of \$1,000 or more or was it subject to section 6033(e) notice, reporting, and proxy tax requirements?		<input checked="" type="checkbox"/>
b	If "Yes," has it filed a tax return on Form 990-T for this year?		
36	Did the organization undergo a liquidation, dissolution, termination, or significant disposition of net assets during the year? If "Yes," complete applicable parts of Schedule N		<input checked="" type="checkbox"/>
37a	Enter amount of political expenditures, direct or indirect, as described in the instructions. ▶ 37a		
b	Did the organization file Form 1120-POL for this year?		<input checked="" type="checkbox"/>
38a	Did the organization borrow from, or make any loans to, any officer, director, trustee, or key employee or were any such loans made in a prior year and still outstanding at the end of the period covered by this return?		<input checked="" type="checkbox"/>
b	If "Yes," complete Schedule L, Part II and enter the total amount involved		
39	Section 501(c)(7) organizations. Enter:		
a	Initiation fees and capital contributions included on line 9		
b	Gross receipts, included on line 9, for public use of club facilities		
40a	Section 501(c)(3) organizations. Enter amount of tax imposed on the organization during the year under: section 4911 ▶ 0 ; section 4912 ▶ 0 ; section 4955 ▶ 0		
b	Section 501(c)(3) and 501(c)(4) organizations. Did the organization engage in any section 4958 excess benefit transaction during the year or is it aware that it engaged in an excess benefit transaction with a disqualified person in a prior year, and that the transaction has not been reported on any of the organization's prior Forms 990 or 990-EZ? If "Yes," complete Schedule L, Part I		<input checked="" type="checkbox"/>
c	Section 501(c)(3) and 501(c)(4) organizations. Enter amount of tax imposed on organization managers or disqualified persons during the year under sections 4912, 4955, and 4958		
d	Section 501(c)(3) and 501(c)(4) organizations. Enter amount of tax on line 40c reimbursed by the organization		
e	All organizations. At any time during the tax year, was the organization a party to a prohibited tax shelter transaction? If "Yes," complete Form 8886-T.		<input checked="" type="checkbox"/>
41	List the states with which a copy of this return is filed. ▶ Washington		
42a	The organization's books are in care of ▶ Noelle Kawaguchi Telephone no. ▶ 206-459-3734 Located at ▶ PO Box 46517, Seattle, WA ZIP + 4 ▶ 98146		
b	At any time during the calendar year, did the organization have an interest in or a signature or other authority over a financial account in a foreign country (such as a bank account, securities account, or other financial account)?	Yes	No
	If "Yes," enter the name of the foreign country: ▶		<input checked="" type="checkbox"/>
	See the instructions for exceptions and filing requirements for Form TD F 90-22.1, Report of Foreign Bank and Financial Accounts.		
c	At any time during the calendar year, did the organization maintain an office outside of the U.S.?		<input checked="" type="checkbox"/>
	If "Yes," enter the name of the foreign country: ▶		
43	Section 4947(a)(1) nonexempt charitable trusts filing Form 990-EZ in lieu of Form 1041—Check here and enter the amount of tax-exempt interest received or accrued during the tax year ▶ 43		<input type="checkbox"/>
44	Did the organization maintain any donor advised funds? If "Yes," Form 990 must be completed instead of Form 990-EZ		<input checked="" type="checkbox"/>
45	Is any related organization a controlled entity of the organization within the meaning of section 512(b)(13)? If "Yes," Form 990 must be completed instead of Form 990-EZ		<input checked="" type="checkbox"/>

Part VI

Section 501(c)(3) organizations and section 4947(a)(1) nonexempt charitable trusts only. All section 501(c)(3) organizations and section 4947(a)(1) nonexempt charitable trusts must answer questions 46-49b and complete the tables for lines 50 and 51.

Table with 3 columns: Question number, Question text, and Yes/No checkboxes. Rows 46-50.

Table for line 50: Compensation of top 5 employees. Columns: (a) Name and address, (b) Title and average hours, (c) Compensation, (d) Contributions to benefit plans, (e) Expense account.

f Total number of other employees paid over \$100,000 0

51 Complete this table for the organization's five highest compensated independent contractors who each received more than \$100,000 of compensation from the organization. If there is none, enter "None."

Table for line 51: Compensation of top 5 independent contractors. Columns: (a) Name and address, (b) Type of service, (c) Compensation.

d Total number of other independent contractors each receiving more than \$100,000

Signature section: Sign Here (Signature of officer: Noelle Kawaguchi, Board President) and Paid Preparer's Use Only (Preparer's signature and firm name).

May the IRS discuss this return with the preparer shown above? See instructions.

SCHEDULE A (Form 990 or 990-EZ)

Public Charity Status and Public Support

OMB No 1545-0047

2009

Open to Public Inspection

Complete if the organization is a section 501(c)(3) organization or a section 4947(a)(1) nonexempt charitable trust.

Attach to Form 990 or Form 990-EZ. See separate instructions.

Department of the Treasury Internal Revenue Service

Name of the organization

Employer identification number

Whitewater Aquatics Management

27 : 2422684

Part I Reason for Public Charity Status (All organizations must complete this part.) See instructions.

The organization is not a private foundation because it is: (For lines 1 through 11, check only one box.)

- 1 A church, convention of churches, or association of churches described in section 170(b)(1)(A)(i).
2 A school described in section 170(b)(1)(A)(ii). (Attach Schedule E.)
3 A hospital or a cooperative hospital service organization described in section 170(b)(1)(A)(iii).
4 A medical research organization operated in conjunction with a hospital described in section 170(b)(1)(A)(iii). Enter the hospital's name, city, and state:
5 An organization operated for the benefit of a college or university owned or operated by a governmental unit described in section 170(b)(1)(A)(iv). (Complete Part II.)
6 A federal, state, or local government or governmental unit described in section 170(b)(1)(A)(v).
7 An organization that normally receives a substantial part of its support from a governmental unit or from the general public described in section 170(b)(1)(A)(vi). (Complete Part II.)
8 A community trust described in section 170(b)(1)(A)(vi). (Complete Part II.)
9 An organization that normally receives: (1) more than 33 1/3 % of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions...
10 An organization organized and operated exclusively to test for public safety. See section 509(a)(4).
11 An organization organized and operated exclusively for the benefit of, to perform the functions of, or to carry out the purposes of one or more publicly supported organizations described in section 509(a)(1) or section 509(a)(2). See section 509(a)(3). Check the box that describes the type of supporting organization and complete lines 11e through 11h.
a Type I b Type II c Type III-Functionally integrated d Type III-Other
e By checking this box, I certify that the organization is not controlled directly or indirectly by one or more disqualified persons other than foundation managers and other than one or more publicly supported organizations described in section 509(a)(1) or section 509(a)(2).
f If the organization received a written determination from the IRS that it is a Type I, Type II, or Type III supporting organization, check this box
g Since August 17, 2006, has the organization accepted any gift or contribution from any of the following persons?

Table with 2 columns: Yes, No. Rows for 11g(i), 11g(ii), 11g(iii).

- (i) A person who directly or indirectly controls, either alone or together with persons described in (ii) and (iii) below, the governing body of the supported organization?
(ii) A family member of a person described in (i) above?
(iii) A 35% controlled entity of a person described in (i) or (ii) above?
h Provide the following information about the supported organization(s).

Table with 7 columns: (i) Name of supported organization, (ii) EIN, (iii) Type of organization, (iv) Is the organization in col. (i) listed in your governing document?, (v) Did you notify the organization in col. (i) of your support?, (vi) Is the organization in col. (i) organized in the U.S., (vii) Amount of support.

Part II Support Schedule for Organizations Described in Sections 170(b)(1)(A)(iv) and 170(b)(1)(A)(vi)
 (Complete only if you checked the box on line 5, 7, or 8 of Part I.)

Section A. Public Support

Calendar year (or fiscal year beginning in) ►	(a) 2005	(b) 2006	(c) 2007	(d) 2008	(e) 2009	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")						
2 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
3 The value of services or facilities furnished by a governmental unit to the organization without charge						
4 Total. Add lines 1 through 3						
5 The portion of total contributions by each person (other than a governmental unit or publicly supported organization) included on line 1 that exceeds 2% of the amount shown on line 11, column (f)						
6 Public support. Subtract line 5 from line 4.						

Section B. Total Support

Calendar year (or fiscal year beginning in) ►	(a) 2005	(b) 2006	(c) 2007	(d) 2008	(e) 2009	(f) Total
7 Amounts from line 4						
8 Gross income from interest, dividends, payments received on securities loans, rents, royalties and income from similar sources						
9 Net income from unrelated business activities, whether or not the business is regularly carried on						
10 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part IV.)						
11 Total support. Add lines 7 through 10						
12 Gross receipts from related activities, etc. (see instructions)					12	
13 First five years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here <input type="checkbox"/>						

Section C. Computation of Public Support Percentage

14 Public support percentage for 2009 (line 6, column (f) divided by line 11, column (f))	14	%
15 Public support percentage from 2008 Schedule A, Part II, line 14	15	%
16a 33 1/3 % support test—2009. If the organization did not check the box on line 13, and line 14 is 33 1/3 % or more, check this box and stop here. The organization qualifies as a publicly supported organization <input type="checkbox"/>		
b 33 1/3 % support test—2008. If the organization did not check a box on line 13 or 16a, and line 15 is 33 1/3 % or more, check this box and stop here. The organization qualifies as a publicly supported organization <input type="checkbox"/>		
17a 10%-facts-and-circumstances test—2009. If the organization did not check a box on line 13, 16a, or 16b, and line 14 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and stop here. Explain in Part IV how the organization meets the "facts-and-circumstances" test The organization qualifies as a publicly supported organization <input type="checkbox"/>		
b 10%-facts-and-circumstances test—2008. If the organization did not check a box on line 13, 16a, 16b, or 17a, and line 15 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and stop here. Explain in Part IV how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization <input type="checkbox"/>		
18 Private foundation. If the organization did not check a box on line 13, 16a, 16b, 17a, or 17b, check this box and see instructions ► <input type="checkbox"/>		

Part III Support Schedule for Organizations Described in Section 509(a)(2)
(Complete only if you checked the box on line 9 of Part I.)

Section A. Public Support

Calendar year (or fiscal year beginning in) ►	(a) 2005	(b) 2006	(c) 2007	(d) 2008	(e) 2009	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")						
2 Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose					38,407	38,407
3 Gross receipts from activities that are not an unrelated trade or business under section 513						
4 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
5 The value of services or facilities furnished by a governmental unit to the organization without charge						
6 Total. Add lines 1 through 5					38,407	38,407
7a Amounts included on lines 1, 2, and 3 received from disqualified persons						
b Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of \$5,000 or 1% of the amount on line 13 for the year					38,407	38,407
c Add lines 7a and 7b						
8 Public support (Subtract line 7c from line 6.)						

Section B. Total Support

Calendar year (or fiscal year beginning in) ►	(a) 2005	(b) 2006	(c) 2007	(d) 2008	(e) 2009	(f) Total
9 Amounts from line 6						
10a Gross income from interest, dividends, payments received on securities loans, rents, royalties and income from similar sources						
b Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975						
c Add lines 10a and 10b						
11 Net income from unrelated business activities not included in line 10b, whether or not the business is regularly carried on						
12 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part IV.)						
13 Total support. (Add lines 9, 10c, 11, and 12.)						0

14 **First five years.** If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and **stop here**

Section C. Computation of Public Support Percentage

15 Public support percentage for 2009 (line 8, column (f) divided by line 13, column (f))	15	100 %
16 Public support percentage from 2008 Schedule A, Part III, line 15	16	%

Section D. Computation of Investment Income Percentage

17 Investment income percentage for 2009 (line 10c, column (f) divided by line 13, column (f))	17	%
18 Investment income percentage from 2008 Schedule A, Part III, line 17	18	%

19a **33 1/3 % support tests—2009.** If the organization did not check the box on line 14, and line 15 is more than 33 1/3 %, and line 17 is not more than 33 1/3 %, check this box and **stop here.** The organization qualifies as a publicly supported organization ►

 b **33 1/3 % support tests—2008.** If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33 1/3 %, and line 18 is not more than 33 1/3 %, check this box and **stop here.** The organization qualifies as a publicly supported organization ►

20 **Private foundation.** If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions ►

Part IV **Supplemental Information.** Complete this part to provide the explanations required by Part II, line 10; Part II, line 17a or 17b; and Part III, line 12. Provide any other additional information. See instructions.

Area with horizontal dashed lines for supplemental information.

September to October 2012

Activity	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Lap Swim	8:00-9:30 am	6:30-9:30 am	8:00-9:30 am	6:30-9:30 am			
						12:30-2:30 pm	
		6:30-8:00 pm		6:30-8:00 pm	7:00-8:30 pm		
Public Swim						12:30-2:30 pm	
		7:00-8:00 pm		7:00-8:00 pm	7:00-8:30 pm		
Family Swim	8:00-9:30 am	12:00-1:00 pm		12:00-1:00 pm		12:30-2:30 pm	
		7:00-8:30 pm		7:00-8:30 pm	7:00-8:30 pm		
Aquarobic	7:00-8:00 pm		7:00-8:00 pm				
Swim Lesson PM	4:30-6:30 pm	4:30-6:30	4:30-6:30 pm	4:30-6:30			
Parent and Tot						11:15-11:45 am	
WWA	see website						
Blue Wave adult	6:00-7:00 pm	5:30-6:30 am	6:00-7:00 pm	5:30-6:30 am	6:30-7:30 p	7:00-8:00 am	
Party Rentals						2:00-10:00 pm	8:00 am-6:00 pm

The Evergreen Community Aquatic Center is run by Whitewater Aquatics Management a 501c-3 not for profit company.

For any questions or concerns or to schedule a swim lesson please call 206-588-2297

Or visit our website at www.evergreenpool.org Public and Lap swim Admission: Adults \$4.50

To schedule an Aquarobics class please call 425-894-0045/800-817-8988 Sniffen is a red \$ minors \$1.50

Family Swim is for parents and children, no unaccompanied minors will be allowed.

Public Swim is for Families and Single swimmers. Minors under 13 must have an adult present.

Proper swim attire is required. Cut offs, baggy t-shirts, and underwear are not allowed.