

RESOLUTION NO. 273

A RESOLUTION OF THE CITY OF UNIVERSITY PLACE APPROVING AN INTERLOCAL AGREEMENT WITH THE UNIVERSITY PLACE SCHOOL DISTRICT THAT AUTHORIZES JOINT USE OF FACILITIES, ESTABLISHES PRIORITY USE AND SCHEDULING PROCEDURES, AND IDENTIFIES RESPONSIBILITIES FOR STAFFING, SUPERVISION AND MAINTENANCE.

WHEREAS, the City of University Place (CITY) uses the facilities of the University Place School District (DISTRICT) for parks and recreation activities and to hold various community events; and

WHEREAS, the CITY has facilities that are available for use by the DISTRICT; and

WHEREAS, the University Place community has an investment in the assets of the CITY and the DISTRICT and has interests in efficient and cost-effective use of public facilities; and

WHEREAS, the CITY and the DISTRICT seek to maintain a cooperative working relationship to provide the best services with the least expenditure of public funds: NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF UNIVERSITY PLACE AS FOLLOWS:

Section 1. Authorization of an Interlocal Agreement. Execution of an Interlocal Agreement with the University Place School District regarding facilities use, which is attached hereto and part of this resolution, is hereby authorized.

Section 2. Effective Date. This resolution shall take effect immediately upon signing.

ADOPTED BY THE CITY COUNCIL ON JUNE 12, 2000.



Lorna Smith, Mayor

ATTEST:



Susan Matthew, City Clerk

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF UNIVERSITY PLACE
AND UNIVERSITY PLACE SCHOOL DISTRICT #83**

Purpose

- To encourage a cooperative working relationship between the City of University Place and University Place School District.
- To provide the best possible education and recreation programs for the community.
- To provide the best services with the least possible expenditure of public funds.
- To provide maximum programming opportunities for the residents of University Place.
- To allow and encourage the City of University Place and University Place School District to work together in planning and developing facilities for joint use.

This agreement is between the City of University Place, hereinafter called "City" and the University Place School District #83, hereinafter called "District".

1. Availability of Facilities

The District shall make all District facilities available to the City for community events, activities, and programs when these facilities are not needed to conduct District programs and are suitable for the events, activities, and programs being scheduled.

The City shall make all City facilities available to the District for school events, activities and programs when these facilities are not needed to conduct City programs and when such facilities are suitable for the events, activities, and programs being scheduled.

The use of selected facilities shall be in accordance with City and District use policies.

2. Priorities and Scheduling

The **first** priority for use of all District facilities shall be District sponsored events and programs, the **second** shall be activities and programs of the City.

The **first** priority for use of City facilities shall be City sponsored events and programs, the **second** shall be activities and programs of the District.

Other user groups will be prioritized according to guidelines established by each agency.

The District facilities to be used shall be requested in writing by City staff or designated representative, as required by all non-district user groups. Each request will be submitted on the District's official "application to use school facilities" form and must be submitted within the quarterly timelines set forth by the District.

Quarterly timelines will apply to all school facility requests except for the District's theater. Request for theater use will be at least six months to one year in advance to allow for advertising and preparation of major plays and events.

The City facilities to be used shall be requested in writing by the Superintendent of Schools or designated representative. Each request will be submitted on a City "facility agreement use contract".

Specific information shall be outlined on each application form. This information shall include name, address and phone number of a contact person, facilities to be used, number of people attending, special equipment needed, and dates and times requested. The form will also include a section for confirmation, authorization, facility costs and comments.

A schedule for the use of School District facilities will be arranged in advance, on a quarterly basis, to avoid conflict between recreational and school use.

The City and all other groups, agencies and individuals requesting use of District facilities will submit applications in accordance with the following quarterly schedule:

1. Fall Season (September 1 through November 30)
Submit requests by August 1.
2. Winter Season (December 1 through February 28/29)
Submit requests by November 1
3. Spring Season (March 1 through May 30)
Submit requests by February 1
4. Summer Season (June 1 through August 30)
Submit requests by May 1

After the submission dates have passed all new programs and activity requests will be scheduled and approved on first come, first serve or availability basis. Specialized or long-range requests not pertaining to the quarterly schedule will be allowed by mutual agreement between City and District.

The facilities use forms showing confirmation and/or special instructions will be returned within 10 business days after the submission due dates. Once an activity or program is scheduled, such reservations shall be honored, unless it is mutually agreed upon by both the City and District to alter or reschedule these arrangements. Either party will notify the other as far in advance as possible if activities and events must be canceled.

3. Supervision and Staffing

Each party agrees to provide adequate personnel to supervise its activities that take place on the other's property. Either agency may ask the other agency to clearly determine and define the number of staff required and the role expected of the

supervisor and staff before the final space assignment is made. If it is determined by the host agency that supervision is not adequate, the host agency reserves the right to supervise the other agency's activities and the cost of the supervision will be billed to the agency sponsoring the event.

Prior arrangements may be made for facility use during non-regular work hours including evenings, weekends, holidays, and summer vacation at both District and City facilities.

Additional staff and/or equipment may be required at user's expense when facilities are not normally open or when facility staff is asked to perform services outside of their normal duties. Costs will be determined at time of scheduling and confirmation.

Routine custodial services shall be provided during facility use at no extra cost to the City or District, except in such instance where other specific arrangements are necessary or agreeable. Arrangements for custodial service during weekends or non-regular work hours will require payment of services according to standard fee charges.

Security and crowd control are the responsibility of the party using the property, and said party shall ensure that good order is maintained at all times. Each party assumes full responsibility for the conduct of persons on the property who are participating in a program or who have been invited by said party. This responsibility also includes cost of, repair to, or replacement of property damaged or destroyed by the acts or omissions of the user, its agents, or those invited on the premises.

The party utilizing the facility will be responsible for its own program set up and breakdown, unless otherwise determined at the time of scheduling. Only authorized facilities will be used and all areas will be left neat and clean.

4. Utilities

The agency owning the facility shall furnish all necessary utilities except as otherwise specified.

5. Equipment and Supplies

Major equipment used in conducting the programs shall for the most part be furnished by the owning agency, except consumable equipment and supplies which shall be paid for by the using agency. Requesting agency must submit in writing specific equipment needed for facility use. Sharing of each other's equipment for special use or events by both parties should be encouraged. If damage is done to a piece of equipment, the party utilizing it shall repair or replace it.

6. Maintenance and Repairs

If the City makes improvements on the District's property, the City shall be responsible for keeping the improvements in good maintenance and repair; likewise if the District makes improvements upon City-owned property, the District shall be responsible for maintenance and repairs. This provision does not preclude the parties from making special agreements that may result in cost savings or other efficiencies.

7. Inspections

Each party retains the right to enter onto the property, at any reasonable time, to inspect the property, programs, and participants to insure compliance with use agreements.

8. Maintenance Fees

The City and District will be allowed to set fees to cover maintenance costs of field use. Maintenance fees will be reviewed annually based on use.

9. Costs

Either party may charge participants a user fee for a specific program, activity or event.

The City or District may charge the other for an activity or event that is beyond the scope of this agreement.

Cost to be charged to the City or District must be listed and justified in writing at the time the application is approved.

10. Advertising

The City may utilize District public information methods (flyer distribution, student packets, newsletters, announcements, reader boards, etc.) for program announcements and advertisement as long as the City, at its cost, provides all the materials and information in a timely manner. The City must also follow rules and procedures set up by the District for proper review and distribution of materials.

Any posting of advertising matter of any kind on City or District property shall be approved by the City or District and in places designated by the City or District.

When joint programs are sponsored, each party will share in public acknowledgement.

11. Long Range Planning

The City and District, by cooperative agreement, will offer assistance/advice regarding recreational use to any future design and construction of any new school or park site and/or renovations to existing facilities placed within each other's property.

12. Liability

Each party agrees to indemnify, save, and hold harmless the other and all its officers, agents, volunteers, and employees from any claims, costs, expenses, or liability (including legal costs and reasonable attorney's fees) for any and all claims for damages or injuries to third parties which arise from each party's own comparative negligent acts or omissions. Each party shall assume all cost of its defense and shall pay all resulting judgments that may be obtained against it or its agents or employees. Further, each party has insured against its own liability and will promptly notify the other of any material changes in such coverage.

Any claims for liability arising out of the failure to maintain the facilities or keep them in good structural repair, unless such failure is caused by the acts of the user, its agents

employees or invitees, shall be the responsibility of the owner and indemnification by the user herein shall not include such claims.

The City shall defend, indemnify and hold the District, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, causes of action, losses, costs (including attorney fees), suits or judgements arising out of the use of the District vehicles, while in the care, custody and control of the City, in connection with this agreement, except to the extent that the acts or omissions arise out of the sole negligence of the District.

13. Incidents

Incidents involving damage to equipment or facilities, or injuries to a person must be reported immediately. City staff shall complete an incident or accident report form. This form will include date, time and location of incident, estimated cost from loss or damage, specific description of incident, and names of all involved including witnesses. Copies will be given to the City (Parks Manager or PCD Director) and District (Superintendent or designee).

14. Insurance

It is hereby understood and agreed that whenever either party to this agreement shall use, operate, or has the care, custody or control of any facility owned by the other party, the party using the facility may bear risk for loss or damage to the facility being used, and shall obtain and maintain and provide proof of public liability insurance in an amount no less than \$1 million dollars combined single limit per occurrence public liability coverage for the duration of this agreement. Each party hereto agrees to bear the risk of loss and agrees to indemnify the other to the extent of liability arising out of that party's use, occupancy, or control of the property.

15. Disputes

In the event of any dispute or difference of opinion arising from this agreement or any provision thereof, or if there are questions regarding the requirements for use and/or payment of any facility for the purposes of this agreement, the dispute or difference shall be resolved by the City Manager or his/her designated representative, and the School District Superintendent or his/her designated representative.

16. Terms

The term of this agreement shall be five years. Either party may request an annual review with options to revise and amend. Agreement to modify the terms of this interlocal must be accepted in writing by both the City and District. Either party may terminate this agreement with a written notice to the other party at least 90 days prior to expiration.

ENTERED into this _____ day of _____, 2000.

City of University Place

University Place School District No. 83

By _____
Mayor

By _____
School Board

Approved by:

City Manager

Superintendent

Approved as to Form:

City Attorney

Attorney

Attest:

City Clerk