

# 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.

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.

The City and the District will continue to allow reasonable access to facilities by community groups as defined in agency use policies including existing clubs, scouting organizations, and athletic groups that have had prior and ongoing District usage prior to City incorporation.

## **2. Scheduling Procedure**

### **UPSD**

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. Curtis High School stadium will be subject to separate scheduling procedures to be established by the District.

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 ten (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.

## **CITY**

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.

### **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. 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.

Each party agrees to maintain property insurance on an all risk form covering their respective facilities for full replacement value.

City and District hereby release and discharge each other from all claims, losses and liabilities arising from or caused by any hazard covered by property insurance on or in connection with owned premises or said facilities. This release shall apply only to the extent that such claim, loss or liability is covered by property insurance.

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.

Custodial services shall be provided during facility use to the City or District. Special arrangements for custodial service during non-regular weekday or weekend 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, with prior District approval, the City shall be responsible for keeping the improvements in good maintenance and repair; likewise, if the District makes improvements upon City-owned property, with prior City approval, 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 and Operation 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 and costs. The District has determined that 30% of annual field maintenance cost is attributable to non-District use. City programs account for approximately two-thirds of the non-District use. The City's prorated share of cost is based on the attached estimate of costs by the District. (See attachment). When the City develops new fields, a similar approach will be developed for District use. The City also may contribute funds for capital improvements that are primarily benefiting City programs

Generally, other facility operation costs will be borne by the owner of the facilities. The parties recognize that extraordinary increases in energy costs associated with operating buildings beyond normal open hours could require special user fees.

## **9. Other Fees**

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 hereby agrees to indemnify, defend, and hold harmless the other from and against any and all claims, demands or causes of any action of any kind or character, including the cost of defense thereof, arising out of or occasioned by the use of the other Party's facilities, or from the conduct of each others business, or from any activity, work or things done, permitted or suffered by that Party in or about the other Party's facility. In the event of any claim arising out of the joint or concurrent act or omission of both parties, each shall indemnify and hold the other harmless to the extent of their respective contributory fault.

Notwithstanding the foregoing, any claims for liability arising out of a latent defect in the design or construction in a facility or the failure to maintain the facilities or keep them in good repair, unless such failure is caused by the acts of the Party using the facility, its agents, employees or invitees, shall be the responsibility of the Party that owns the facility.

### **13. Incidents**

Incidents involving damage to equipment or facilities, or injuries to a person must be reported immediately. 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 (City Manager or designee) 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 one year, commencing on the date of the last signature by the parties and terminating on 10-5, 2002. Ninety (90) days prior to expiration District and the City staff shall provide a report on any issues for the District Board of Directors and the City Council. Thereafter, the agreement will be automatically renewed for an additional one-year period unless a written notice is given to the other party at least sixty (60) days prior to expiration.

ENTERED into this 5<sup>th</sup> day of October, 2001.

City of University Place

University Place School District No. 83

By *Lorna Smith*  
Mayor

By *Paul Koye*  
School Board

Approved by:

*John F. Campbell*  
City Manager

*Patti Banks*  
Superintendent

Approved as to Form:

*Timothy*  
City Attorney

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Attorney

Attest:

*Cantina Craig*  
City Clerk