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# Shared use for Washington State:

*A toolkit to guide community partners  
in forming successful agreements*

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Childhood  
Obesity  
Prevention  
Coalition

*Building a Healthier Generation*

# Shared use for Washington State: A toolkit to guide community partners in forming successful agreements



The City of Des Moines shares space with The Des Moines Area Food Bank and the Highline School District to strategize “Healthy Communities.”

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Cover image: The Highline School District shares space with the City of Des Moines to provide Pacific Middle School’s Before and After School program.

# I. An introduction to shared use

## What is shared use?

Shared use (also sometimes known as “joint use”) is the sharing of space by the entity that owns the facility with one or more other entities. A shared use agreement is a written document that memorializes the agreement to share space. Typically the shared use agreement will lay out the terms and conditions of usage and address other matters such as fees and liability.

In order to learn about shared use in Washington State, we reached out to individuals who negotiate, implement, and oversee shared use agreements in their scope of work. We mainly learned from practitioners at four types of organizations: *cities, school districts, parks and recreation departments, and non-profit organizations*. Across the different entities, the Washington practitioners we surveyed all agreed on the basic definition of shared use:

- “Utilization of facilities by groups that may not own the facility.” – *City Planner*

- “Shared use of space means that multiple groups are able to utilize the space for a variety of activities.” – *School District Staff Member*
- “Shared use is space shared by two or more groups or organizations.” – *Parks and Recreation Department Staff Member*
- “Use of facilities by groups other than the group that owns the facility.” – *Non-profit Organization Director*

Communities have been carrying out shared use agreements for years, but may call them joint use agreements or interlocal agreements, and agreements may be informal rather than formalized in writing. Agreements are often written only for two specific entities sharing space, but some communities have elected to take a systems approach, implementing a “blanket” agreement that covers various types of arrangements. No matter what name it goes by, or the breadth of its approach, shared use brings different players together to better serve the community.



Edwin Pratt Park. Photo: Seattle Municipal Archives.

# I. An introduction to shared use *continued*

## Why is shared use important?

Shared use is about efficiency and maximizing community resources to meet community needs. Public facilities are paid for by taxpayer dollars and therefore should be reasonably accessible to community members. When entities share space, limited resources can be utilized to meet other community needs rather than building new facilities. Shared use is especially important in hard economic times when budgets are constrained. Some entities may not have capital to construct new buildings, while others may struggle to cover ownership costs. When parties share space, the financial burden on the facility owner may be reduced when outside parties contribute to maintenance and operational costs. Similarly, non-owners can provide quality services and programs in already-existing facilities rather than allocate resources to build new facilities that won't be used to full capacity.

Shared use is often a means to reach an end. Many Washington practitioners see increased access to physical activity as an end goal of shared use:

- "Allowing a community to fully use scarce open space and recreation uses." – *City Planner*
- "More availability for recreation/exercise." – *School District Staff Member*
- "Increase public access to facilities to increase physical activity." – *Non-profit Organization Staff Member*

Increasing access to opportunities for both physical activity and health eating is particularly important given the increasing prevalence of obesity in Washington State. In 2009, 62% of Washington adults were either overweight or obese.<sup>1</sup> Additionally, in our state, a troubling one out of every four tenth grade students is overweight or obese.<sup>2</sup> Numerous studies have established the harmful effects of obesity. Obese children are more likely to have high blood pressure, high cholesterol, type 2 diabetes, and asthma.<sup>3</sup> They are also at a greater risk for developing social and psychological problems, such



*The City of Des Moines shares space with community partners to increase opportunities for physical activity.*

as low self-esteem and stigmatization.<sup>4</sup> Additionally, childhood obesity is a risk factor for adult obesity, a major contributor to many adverse health conditions such as type 2 diabetes and hypertension.<sup>5</sup> In 2008, the U.S. spent \$147 billion on medical costs related to obesity, almost double the amount spent in 1998 due to the increased prevalence of obesity.<sup>6</sup> Annually, obesity causes an estimated \$42 billion in lost productive time.<sup>7</sup> Unhealthy eating and lack of physical activity significantly contribute to obesity, and shared use is one avenue for increasing opportunities that promote healthier lifestyles.

<sup>4</sup> *Id.*

<sup>5</sup> Daniels, S. R. 2006. The Consequences of Childhood Overweight and Obesity. *Future of Children*, 16, 1, 47-67.

<sup>6</sup> Finkelstein, E. A., Trogon, J. G., Cohen, J. W., & Dietz, W. 2009. Annual medical spending attributable to obesity: Payer- and service-specific estimates. *Health Affairs*, 28, 5, 822-831.

<sup>7</sup> Ricci, J. A., & Chee, E. 2005. Lost Productive Time Associated With Excess Weight in the U.S. Workforce. *Journal of Occupational & Environmental Medicine*, 47, 12, 1227-1234.

<sup>1</sup> Washington State Department of Health. 2009. Obesity in Washington State. Retrieved from <http://www.doh.wa.gov/cfh/nutritionpa/Documents/ObesityWa.pdf>

<sup>2</sup> *Id.*

<sup>3</sup> Centers for Disease Control and Prevention. 2011. Basics About Childhood Obesity. Retrieved from <http://www.cdc.gov/obesity/childhood/basics.html>

## I. An introduction to shared use *continued*



Edwin Pratt Park. Photo: Seattle Municipal Archives.

Furthermore, partnerships are created and strengthened through shared use. Community players who have never interacted with each other may come together to form and carry out a shared use agreement to serve the needs of the community. When public and private organizations have strong relationships with one another, they can better respond to challenges or new demands from the community.

Although it produces benefits for the community, shared use can be difficult to negotiate and implement. Property owners may have different goals and priorities than those who want to use their spaces. Property owners may also be resistant because of liability fears. Even when all parties share the same vision and serve the same community, negotiations may fall through when the parties can't come to an agreement about the fee structure, maintenance and operational costs, priority of use structure, etc. Lastly, time is an important factor. It takes time to form a relationship, draft a shared use agreement, and carry it out, and some organizations feel they do not have adequate resources to devote to shared use.

### Types of shared use

#### Public vs. private property owners

Shared use agreements can occur between private owners, between private and public owners, and between public owners.

- Private-Private: A person who has a treadmill may work out an agreement with his neighbor who has a basketball hoop so that they can use each other's equipment.
- Private-Public: Public owners may work together with private owners to create a walking trail across their combined lands.
- Public-Public: A common example of this type of shared use is between cities and school districts. The agreement may allow the city to hold community forums in school classrooms.

In this toolkit, we focus on shared use agreements where at least one party is a public property owner.

## I. An introduction to shared use *continued*

### Health-related activities vs. non-health-related activities

Parties can create shared use agreements for health-related activities, non-health-related activities, or both.

- Health-related: A common situation is when one entity wants to organize a sports league, but does not own any facilities or does not have enough space among its own facilities. To promote healthy eating, a non-profit organization may want to use a school kitchen to teach healthy recipes to community members.

- Non-health-related: A non-profit organization may want to hold evening English language classes at the local high school, or a city may want to implement an afterschool program in middle schools that provides homework help.

In this toolkit, we focus on shared use agreements that support activities for healthy living.



Children learning about healthy meals in after school programs.

## II. Shared use in Washington State

### Overview of legal issues

In Washington, interlocal agreements (agreements between two governmental entities) historically required statutory authorization.<sup>8</sup> In 1967, the Interlocal Cooperation Act (39.34 RCW) was passed, which allow government agencies to jointly perform tasks. The Act specifies that if an agency has the authority to perform a task, then it may work with others to accomplish that task. It is common for governments to label their shared use agreements “interlocal agreements” rather than “shared use agreements,” but the purpose and content are the same.

Washington offers adequate liability protection to property owners when their land is used for specific purposes. Under the recreational user statute, landowners who open their land to the public for recreational purposes at no charge will not be responsible for injuries that take place on the land.<sup>9</sup> The landowner, however, must post a warning if there is a dangerous condition on the site that wouldn’t be obvious to the recreational user.<sup>10</sup> School districts have specific statutory protection. They are not held liable for injury or death if it occurs during a youth program on school property.<sup>11</sup> For a more thorough summary of Washington law related to recreational use of school facilities, please see National Policy & Legal Analysis Network’s “Liability Risks for After-Hours Use of Public School Property to Reduce Obesity: Washington.”

For more information on legal issues surrounding shared use, including concerns you may have on behalf of the organization that you’re representing, be sure to contact your risk management representative. The Revised Code of Washington (<http://apps.leg.wa.gov/RCW/>) should also contain the latest on shared use laws.

### Key role of shared use practitioners

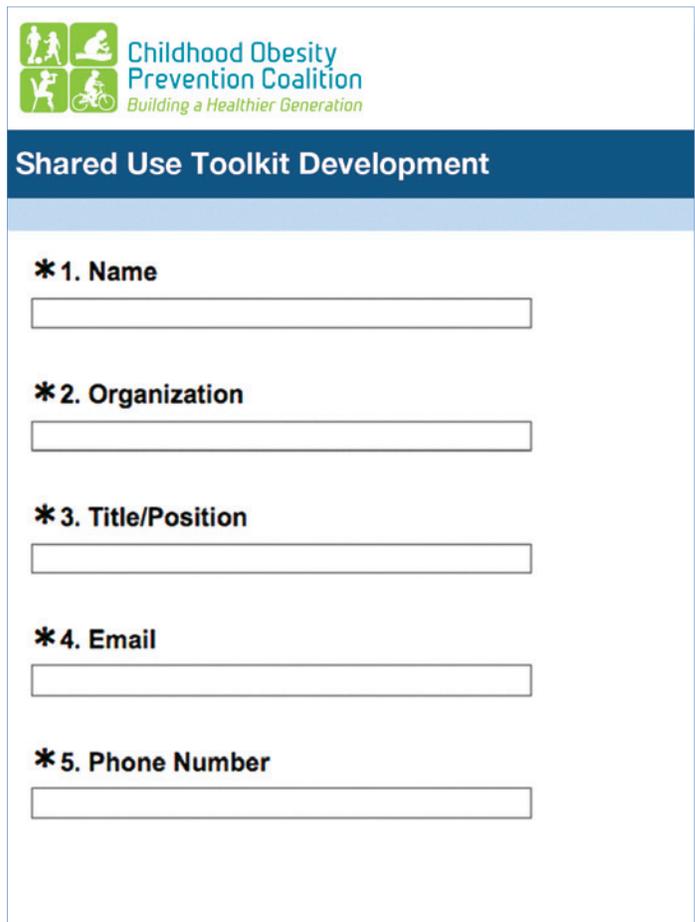
Our main approach to learning about shared use in Washington was hearing from and talking to people

8 Sullivan, P. & Katsuyama, B. n.d. Interlocal Agreements - Doing It Jointly. Retrieved from <http://www.mrsc.org/Publications/mrnews/articles/interlocal6-00.aspx>

9 Wash. Rev. Code § 4.24.210 (2008).

10 *Id.*

11 Wash. Rev. Code § 4.24.660 (2008).



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**\* 1. Name**

**\* 2. Organization**

**\* 3. Title/Position**

**\* 4. Email**

**\* 5. Phone Number**

on the ground that play an active role in negotiating and implementing shared use. We first conducted a literature review of existing shared use documents and reports at the state and national level. Next, we identified leaders and practitioners in the area of shared use through literature review findings and suggestions from the COPC Joint Use Workgroup. Then we created an online survey and invited leaders and practitioners to provide input. Lastly, we followed up with certain survey respondents with phone interviews.

This toolkit reflects the lessons we learned through the online survey and our conversations with shared use practitioners. It will provide recommended steps and questions to think about when establishing shared use. However, keep in mind that experiences and degrees of success in negotiating and implementing shared use will vary.

### III. Recommended steps

In this section, we offer a step-by-step approach to tackling shared use in your community based on what we have learned through talking with those on the ground that negotiate and implement shared use. This is not meant to be a guaranteed recipe for success, but rather to illuminate the key variables that can result in a sturdy and sustainable shared use agreement.

#### Before you begin

The following is a step-by-step guide for approaching a shared use agreement. Although written from the perspective of an organization looking for a space to house their activities, the information contained within these steps should also be useful to those facilities being approached by an organization or individual looking to use their space – it is important to remember that this facility may stand to benefit greatly from such a relationship (e.g. if an incoming organization offers to pay a portion of maintenance costs for a facility that is operating on a tightening budget).

 It is also important to do your research before delving in—here are some questions to ask yourself:

- **Study up on shared use.** Do you have a good understanding of what shared use is, what the laws are surrounding it, and how it can be used effectively? A thorough read of this toolkit and the attached resources should help get you on your way.
- **Know the history and current state of shared use in your community.** What is the history of shared use in your community? Is there already a blanket agreement in place that governs shared use relationships? What is the political landscape around shared use? Have there been failed attempts at agreements or bad relationships emerging from agreement talks in the past?
- **Look for shared use role models.** Talk to individuals and organizations in your community (or surrounding communities, if necessary) who know how to form a successful agreement.

#### Step 1. Assess your community's resources.

It is important to assess your community's resources because working on creating shared use may not be



the best way to meet particular community needs. Assessing community resources involves creating an inventory by identifying all the facilities and spaces available for public use. It is helpful to include information about how much these identified spaces are being used. To create a more accurate picture of availability, you may also want to count how many basketball courts, multipurpose rooms, tennis courts, etc. are available. From there, you can note when these specific facilities are already being used. See Appendix C for a sample inventory tool.

We asked survey respondents to comment on the availability of community spaces in relation to community need. Among our survey respondents, a full 40% (12 out of 30) stated they do not have enough space for public use to meet the needs of their community. If there is a community need for a certain type of space that exceeds what your community has, perhaps discussion should focus around funding for new construction. Another 20% (6 out of 30) said they have enough

### III. Recommended steps *continued*

space for public use, but the needs of their community are not met because those spaces are currently not available for use by the public. This type of scenario is ripe for shared use because public spaces are available, and there is a community demand to use that space. A handful of survey respondents said they have enough space for public use to meet the needs of their community and those spaces are utilized to the maximum extent possible. A few respondents said they have more space for public use than is necessary to meet the needs of their community.

#### **Step 2. Identify a facility that is best suited for your particular need.**

You may already have a specific facility in mind for the program you wish to implement. After assessing your community's resources, however, you may find that the space you want is already being used at the time you want to use it. With the completed inventory table, you can quickly see what other spaces may satisfy your need.



#### *Important questions to ask:*

- Can your program be implemented in a variety of spaces or do you need specific facilities?
- How many facilities do you need and how much time is needed?
- Will you need to work with more than one property owner to implement your program?

#### **Step 3. Identify and learn about your partners.**

Aside from the facility owner, other stakeholders may exist and could be potential partners. Think of what other individuals or groups may be interested in the program you plan to implement. They can help support your efforts and urge the facility owner to come to a shared use agreement. Conversely, consider whether there are stakeholders who may be opposed to your proposed program.

You can learn a lot about your partners by doing some research. Most organizations have websites that



*The City of Des Moines shares space with the Des Moines Area Food Bank, University of Washington, Urban Foodlink, CollinsWoerman, and SVR Design Company to strategize increasing access to healthy foods.*

### III. Recommended steps *continued*

contain a plethora of useful information. It is often easier to start a relationship with a partner organization when you can find common ground in your values, missions, and/or goals. Think about how they can benefit from a shared use agreement and also think about how it could harm their organization. You can also anticipate their position when you study how they are funded, regulated, and what their internal organization and structure is like. Lastly, look into whether your partner organization already has shared use agreements with other organizations. If so, what are the terms and conditions of those agreements? You may have more success if you can replicate these agreements in whole or in part.



#### *Important questions to ask:*

- Who is the facility owner (e.g., city, school district, private owner, etc.)?
- Are there stakeholders aside from the facility owner who may have an interest for or against a shared use agreement?
- Who are the leaders or specific individuals you anticipate working with and do you have existing relationships with these individuals?

#### **Step 4. Approach your partners with a good attitude and collaborative spirit.**

This may seem obvious, but forging successful shared use is about relationships. When you are approaching a new partner, it is important to be flexible and understand that you may not receive access to all the facilities you want. Property owners are often concerned about additional maintenance costs and damage to their facilities, so it's important to prove that you are respectful of their space and that you are a responsible facility user. Once you establish a good working relationship, you can revisit the agreement and negotiate additional spaces or alternative spaces for your activities.



*Naturalist teaching environmental education class to children, Camp Long (park), West Seattle. Photo: Seattle Municipal Archives.*

#### **Step 5. Establish a timeline and meeting logistics with your partners.**

A good process facilitates productive meetings and discussions. If you and your partners establish a timeline and protocol from the beginning, there will be less confusion and time spent on logistics later on. Be sure to establish clear ground rules for meetings, especially decision-making approaches.



#### *Important questions to ask:*

- When will meetings be held? How often?
- Where will meetings be held?
- Who are the key players that need to be at every meeting (i.e., your partners may designate staff members to lead the negotiation of the shared use agreement)?
- Do you and/or your partners want a neutral facilitator to guide the negotiation process?
- Who will be responsible for tasks such as sending out meeting reminders, taking notes during meetings, etc.?

### III. Recommended steps *continued*

#### Step 6. Determine the topics for discussion

Meetings need some structure in order to be productive. While it is important to be flexible when working with others, it is also a good idea to jointly lay out an agenda for the meetings so that key players come prepared to discuss the topic at hand.

 **Tip:** Be sure to include the following topics on the agenda, as they are common issues of discussion and contention.

- Maintenance
  - Who is responsible for maintenance of the shared facilities?
  - Who pays for custodians?
- Operations
  - Who is responsible for supervising activities occurring in shared facilities?
  - Who is responsible for unlocking and locking the facilities?

- Liability
  - Who is liable if an injury occurs on site?
  - Are all parties required to have insurance coverage?
  - Do the parties agree to indemnify each other?
- Ownership
  - Who has ownership if joint resources are used to improve a shared facility or build a new facility?
- Scheduling
  - Who is responsible for scheduling and booking shared facilities?
  - If a scheduling conflict occurs, who gets priority?

 **Tip:** A lot of decisions go into forming a comprehensive shared use agreement. Be sure to take minutes to document decision points, and refer back to them at future meetings if needed.



After school programs.

### III. Recommended steps *continued*

#### Step 7. Engage in honest discussion and address concerns.

Candid conversations and interactions help foster good relationships.



*Important questions to ask:*

- Do you and your partners agree on the need for and purpose of a shared use agreement?
- What are your and your partners' concerns and fears about a shared use agreement?
- What implementation problems do you and your partners foresee?
- Can you show the benefits of your proposed program? Do you and your partners view the value of the program as being greater than the risks?

#### Step 8. Draft the shared use agreement.

Many shared use agreements are available online, and a cross-section of those are included in Appendix B. You may be able to borrow language from other agreements and then make edits to meet the terms and conditions of your particular agreement.



Clean Seattle – Clean Sweep in Lake City – Students from Olympic Hills Elementary School. Photo: Seattle Municipal Archives.



*Tip: Before you begin, assess your internal processes (and advise your partners to do so as well) to determine who needs to be involved in reviewing, discussing and approving the shared use agreement.*



*Important questions to ask:*

- Do you and/or your partners want one party to draft the shared use agreement or do you want a neutral third party, such as a facilitator, to draft the agreement?
- Will your agreement be broad and general or specific and detailed?
  - A broad and general agreement provides the basic terms and conditions, but further meetings with key players may be needed to guide implementation and address issues that come up that were not included in the agreement.
  - A specific and detailed agreement may provide better guidance in terms of implementation, but may take longer to negotiate because key players are considering and trying to resolve more scenarios.
- Will your agreement include a renewal clause (e.g., the agreement will be renewed annually)?



*Tip: The following are important sections to include:*

- Term – What is the duration of the shared use agreement?
- Facilities covered – Which specific facilities are being used?
- Obligations of each party – What are the overall roles and responsibilities of each party?
- Maintenance – Who is responsible for maintenance?
- Operational costs – Who is responsible for operational costs related to the agreement?
- Liability and indemnification – If injury or death occurs during the use of covered facilities, who is liable?
- Scheduling – What is the scheduling process and who has priority?

### III. Recommended steps *continued*

- Dispute resolution – If problems arise, how will a solution be reached?

#### Step 9. Revise and finalize the shared use agreement.

You may want to establish a protocol for the revision process. It can be particularly challenging when a number of players are simultaneously editing the same document.



*Important questions to ask:*

- What is the editing and revising procedure?
- Who needs to review the agreement before it is approved? Who needs to sign the agreement to make it official?

#### Step 10. Share new agreements and relationships and evidence of benefits with the community.

The community wants to hear about how organizations are working together to help improve the community. If the end goal of your shared use agreement (e.g., a youth soccer league, an after-school recreation program for elementary school kids, etc.) fulfills an important community need, be sure to highlight the relationship that made it happen. Particularly in rough economic climates, people like to learn that local government entities and community organizations are collaborating and being resourceful.



After school programs. Photo: Seattle Municipal Archives.

## Case studies

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### MARYSVILLE

County: Snohomish

Population: 60,020 (2010 U.S. Census)

Population density: 2,639.7/sq mi

Median household income: \$47,088 (2000 U.S. Census)

Partners involved: City of Marysville and Marysville School District

*“Shared use is the model of success in terms of what we’ve accomplished.”*

- Jim Ballew, Director of Parks and Recreation,  
City of Marysville

In 2006, Marysville city leaders, the Snohomish Health District, and community partners initiated the Marysville Healthy Communities Project to improve the health of their community and the environments in which they live. A volunteer team of community members set three priorities as the project’s action plan: (1) increase the number of active community environments, (2) access to health-promoting foods, and (3) increase the number of people who have access to low-cost/free recreational opportunities.

The city employs shared use to address the third priority of increasing access to recreational opportunities. It partners with the school district, local businesses, and nonprofit organizations like the YMCA. The Marysville School District and the City of Marysville have an interlocal agreement for the purpose of “formaliz[ing] an operational framework that will encourage and promote the coordination and usage of the facilities and resources of both entities.” The interlocal agreement sets the basis of cooperation and authorizes the superintendent of the school district and the Mayor of Marysville or their designees to execute letters of understanding or use agreements, which will address the specific arrangement. Topics within the agreement may include use and access of facilities, equipment, or personnel; fees; site improvements; maintenance responsibilities; duration of use or access; and time and dates of use or access.

The city and school district have a shared use policy that allows access to most of the district’s schools during evenings, weekends, and summer months for programming. For example, the school district received grant funding to open up fitness centers in middle schools and allow community members access to equipment as a Healthy Communities Program. In 2007, Snohomish County did an assessment and determined that Marysville had the zip code with the largest collective weight of middle school students. Through a grant and community partnerships, the school district implemented a new articulated fitness program within all elementary and middle schools. The program, Focused Fitness, proved successful in the schools and has now been implemented in city parks throughout the Marysville community.

The city and its partners also work hard to share their activities and accomplishments with the community. The Healthy Communities Project has its own website and publishes quarterly reports. Additionally, summaries that highlight successes are mailed to community members. The City of Marysville and the Marysville School District is one of many good working relationships within the Healthy Communities Project. According to Jim Ballew, Director of Parks and Recreation, a factor that has facilitated shared use is the recognition and promotion of the benefits stemming from positive partnerships.



**SEATTLE  
PUBLIC  
SCHOOLS**

### **SEATTLE**

County: King

Population: 608,660 (2010 U.S. Census)

Population density: 7,361/sq mi

Median household income: \$45,736 (2000 U.S. Census)

Partners involved: Seattle Public Schools and many community organizations

*“The goal of the Community Alignment Initiative is to get programs to help get the most out of school time.”*

– Susan Hall, Alignment Coordinator,  
Seattle Public Schools

Seattle Public Schools (SPS) launched the Community Alignment Initiative in 1998 to support academic success among its students by partnering with community organizations. Through the Initiative, SPS devised a system for setting up shared use. When space becomes available in a school, program providers submit an application and are chosen based on compatibility with the school’s site and needs. Once selected, providers complete a School/Provider Alignment Agreement and sign a formal lease.

The Alignment Agreement forms the basis of the relationship between the school and the provider and specifies how they will work together to support the developmental needs of children and youth. Additionally, the agreement outlines the use of spaces and other resources such as staff. The formal lease also describes the facilities within the school that can be used by the provider for the specific program. For example, the provider may have exclusive use of a certain classroom for the entire school year, but non-exclusive use of the gym and library.

The YMCA of Greater Seattle is one of many organizations that work with SPS and is committed to strengthening the community through programs and services. Through the Community Alignment Initiative, SPS and the YMCA have successfully implemented shared use. The YMCA operates licensed child care in six Seattle schools and runs three Head Start classrooms, a federal

program for preschool children from low-income families. The YMCA also directs a number of afterschool programs that include homework help, chess club, art and music, leadership programs, and cultural clubs. Furthermore, afterschool programs offer a wide variety of sports and recreation activities, such as dance, tennis, basketball, and dodgeball. Whenever the YMCA has an opportunity to implement a program in a new school, the first step is to work with the principal to determine what spaces are appropriate and available.

Erica Mullen, YMCA Associate Executive Director for Education Initiatives, cited SPS’s Community Alignment Initiative and the Alignment Agreement as key because the process and procedure are clearly laid out for organizations that are interested in participating in shared use. Erica also expressed that sometimes it is unclear how to pursue shared use, so having a system in place relieves the burden of having to negotiate or create the shared use agreement. Even though the YMCA and SPS have an established relationship, the YMCA continues to work on ways to show respect for the space and to be a good partner to work with.

Susan Hall, SPS Alignment Coordinator, also emphasized the importance of relationship-building. It’s important for organizations that wish to work within the schools to understand the goals of the district and specific school and to be able to show the ability to sustain the relationship and program.

# Appendices

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## Appendix A – Table of Resources

### Appendix B – Shared Use Agreements

#### B-1. Seattle School District No. 1 and Seattle Parks and Recreation

- Agreement between a school district and parks and recreation department to use each other's facilities

#### B-2. City of Cheney and Cheney School District No. 360

- Agreement between a city and school district to provide programming

#### B-3. City of Sammamish and Lake Washington School District No. 414

- Agreement between a city and school district to use each other's facilities

#### B-4. City of Marysville and Marysville School District No. 25

- Agreement between a city and school district to use each other's facilities

#### B-5. YMCA and Madison Middle School, Seattle Public Schools

- Lease agreement between a nonprofit and school to provide programming

## Appendix C – Sample Inventory Tool



*The Highline School District shares space with the City of Des Moines to provide Pacific Middle School's Before and After School program.*

# Washington State

Type of Document	Title/Author/Date	Content	Source Location
Report, Paper, or Analysis	<p>"Analysis of the Joint Use of Public School Facilities: Report to the Legislature"</p> <p>Office of Superintendent of Public Instruction (prepared by Ron Zier, Program Administrator)</p> <p>Date: January 2010</p>	<p>This paper:</p> <ul style="list-style-type: none"> <li>▪ Defines and explains joint use</li> <li>▪ Describes how joint use relates to school construction assistance program</li> <li>▪ Answers other questions regarding joint use</li> <li>▪ Gives perspectives on community schools</li> <li>▪ Offers policy recommendations</li> </ul> <p>Appendices:</p> <ul style="list-style-type: none"> <li>▪ Appendix A: Executive Summary - Family-Community Resource Centers Initiative, Vancouver WA Public Schools</li> <li>▪ Appendix B: Case Studies for Vancouver Public Schools, Family-Community Resource Centers</li> <li>▪ Appendix C: Multi-Use of Schools by Deborah Salas, Executive Director of Community Schools Collaboration</li> </ul>	<p><a href="http://www.k12.wa.us/SchFacilities/pubdocs/AnalysisofJointUseofPublicSchFacilitiesRptLegisJan2010.pdf">http://www.k12.wa.us/SchFacilities/pubdocs/AnalysisofJointUseofPublicSchFacilitiesRptLegisJan2010.pdf</a></p>
Report, Paper, or Analysis	<p>"Liability Risks for After-Hours Use of Public School Property to Reduce Obesity: Washington"</p> <p>National Policy &amp; Legal Analysis Network to Prevent Childhood Obesity (prepared by Arthur Kimball-Stanley, John Gabriel McGlamery, and Tom Baker)</p> <p>Date: March 2009</p>	<p>This paper summarizes Washington law regarding after-hours use of school facilities. Topics include:</p> <ul style="list-style-type: none"> <li>▪ Public schools, the duty element, and after-hours use</li> <li>▪ Limits on damages</li> <li>▪ Selected risk management issues                             <ul style="list-style-type: none"> <li>▪ Liability waivers</li> <li>▪ Providing access through third parties</li> </ul> </li> </ul>	<p><a href="http://www.nplanonline.org/sites/phlpnet.org/files/WA_JointUse_Final_SP_20090311.pdf">http://www.nplanonline.org/sites/phlpnet.org/files/WA_JointUse_Final_SP_20090311.pdf</a></p>
Joint Use Agreements or Policies	<p>"Parks and Recreation – Agreements or Policies"</p>	<p>This website provides 13 electronic agreements between cities and school districts:</p>	<p><a href="http://www.mrsc.org/research/libraryresults.aspx?cat=1480">http://www.mrsc.org/research/libraryresults.aspx?cat=1480</a></p>

# Washington State

Type of Document	Title/Author/Date	Content	Source Location
Joint Use Agreements or Policies	Municipal Research and Services Center of Washington	<ul style="list-style-type: none"> <li>▪ City of Cheney and Cheney School District No. 360 (2010)</li> <li>▪ Tacoma Public School District and Metropolitan Park District of Tacoma (2009)</li> <li>▪ City of Union Gap and Union Gap School District No. 2 (2010)</li> <li>▪ City of Port Angeles and Port Angeles School District No. 121 (2007)</li> <li>▪ City of Sammamish and Lake Washington School District No. 414 (2004)</li> <li>▪ City of Sammamish and Issaquah School District No. 411 (2004)</li> <li>▪ Vashon-Maury Island Park and Recreation District and Vashon Island School District No. 402 (2003)</li> <li>▪ Skagit County and Community College District No. 4 (1995)</li> <li>▪ City of Shoreline and Shoreline School District No. 412 (2001)</li> <li>▪ City of Mill Creek and Everett School District No. 2 (1997)</li> <li>▪ City of Kirkland and Lake Washington School District No. 414 and the City of Kirkland (2000)</li> <li>▪ City of Seattle and Seattle School District (1994)</li> <li>▪ City of Bellevue and Bellevue School District (1994)</li> </ul>	<a href="http://www.mrsc.org/research/libraryresults.aspx?cat=1480">http://www.mrsc.org/research/libraryresults.aspx?cat=1480</a>
Joint Use Agreements or Policies	<p>“Intergovernmental Cooperation in Parks and Recreation”</p> <p>Municipal Research and Services Center of Washington</p>	<p>This website provides resources about intergovernmental cooperation. Topics include:</p> <ul style="list-style-type: none"> <li>▪ About intergovernmental cooperation</li> <li>▪ General statements of cooperation</li> <li>▪ Consolidated administration</li> <li>▪ Joint acquisition and/or development of facilities</li> <li>▪ Joint use of facilities</li> <li>▪ Joint programs</li> </ul>	<a href="http://www.mrsc.org/subjects/parks/ig-parks.aspx">http://www.mrsc.org/subjects/parks/ig-parks.aspx</a>

# Washington State

Type of Document	Title/Author/Date	Content	Source Location
Joint Use Agreements or Policies	<p>“City Awards”</p> <p>Association of Washington Cities</p>	<p>This website lists Municipal Excellence Award winners and project/program descriptions. City projects include:</p> <ul style="list-style-type: none"> <li>▪ Marysville Parks and Recreation Department implemented an after-school program at a middle school.</li> <li>▪ City of Bonney Lake, City of Sumner, and the Sumner School District work together to operate a joint recreation program.</li> <li>▪ City of Sammamish and Lake Washington School District transformed three poorly maintained acres at Eastlake High School into a large multi-use sports complex.</li> </ul>	<p><a href="http://www.awcnet.org/ProgramsServices/CityAwards/MunicipalExcellenceAwards.aspx">http://www.awcnet.org/ProgramsServices/CityAwards/MunicipalExcellenceAwards.aspx</a></p>
Toolkit/Tool	<p>“Washington State Active Community Environments Checklist”</p> <p>Washington State Department of Health, Washington State Department of Transportation, and Washington State Department of Community, Trade and Economic Development</p> <p>Date: September 2007</p>	<p>This checklist is a tool for communities to assess their strengths and weaknesses in supporting physically active lifestyles. Sections include:</p> <ul style="list-style-type: none"> <li>▪ Planning policies, regulation, and funding</li> <li>▪ Bicycle and pedestrian safety</li> <li>▪ Community resources for physical activity</li> <li>▪ Employment sites</li> <li>▪ Schools</li> <li>▪ Public transportation</li> </ul>	<p><a href="http://www.doh.wa.gov/cfh/nutritionpa/Documents/ACES-Checklist-09-07-final.doc">http://www.doh.wa.gov/cfh/nutritionpa/Documents/ACES-Checklist-09-07-final.doc</a></p>
Toolkit/Tool	<p>“Planning for Parks, Recreation, and Open Space in Your Community”</p> <p>Washington State Department of Community, Trade and Economic Development</p> <p>Date: February 2005</p>	<p>This paper lays out an 11-step process for parks, recreation, and open space planning.</p> <p>Appendices</p> <ul style="list-style-type: none"> <li>▪ Appendix A: User demand and park use survey examples</li> <li>▪ Appendix B: Park inventory examples</li> <li>▪ Appendix D: Interlocal agreement examples <ul style="list-style-type: none"> <li>▪ Thurston County and City of Lacey Memorandum of Understanding</li> <li>▪ Interlocal Agreement between Peninsula School District, City of Gig Harbor, and Pierce County</li> </ul> </li> </ul>	<p><a href="http://www.rco.wa.gov/documents/manuals&amp;forms/CTEDIAC_parks_rec_plan_guide.pdf">http://www.rco.wa.gov/documents/manuals&amp;forms/CTEDIAC_parks_rec_plan_guide.pdf</a></p>

# National

Type of Document	Title/Author/Date	Content	Source Location
Report, Paper, or Analysis	<p>“The Potential of Safe, Secure and Accessible Playgrounds to Increase Children’s Physical Activity”</p> <p>Active Living Research, a national program of the Robert Wood Johnson Foundation (prepared by Russell Lopez)</p> <p>Date: February 2011</p>	<p>This research brief:</p> <ul style="list-style-type: none"> <li>Summarizes research on playgrounds and how they impact physical activity among children</li> <li>Offers policy implications</li> </ul>	<p><a href="http://www.activelivingresearch.org/files/ALR_Brief_SafePlaygrounds.pdf">http://www.activelivingresearch.org/files/ALR_Brief_SafePlaygrounds.pdf</a></p>
Report, Paper, or Analysis	<p>“Partnerships for Joint Use: Expanding the Use of Public School Infrastructure to Benefit Students and Communities”</p> <p>Center for Cities &amp; Schools (prepared by Jeffrey M. Vincent)</p> <p>Date: September 2010</p>	<p>This report:</p> <ul style="list-style-type: none"> <li>Summarizes current perspectives and prior research on joint use</li> <li>Assesses and categorizes types of joint use in California</li> <li>Offers research recommendations</li> </ul>	<p><a href="http://media.cefpi.org/CCS_Partnerships.pdf">http://media.cefpi.org/CCS_Partnerships.pdf</a></p>
Report, Paper, or Analysis	<p>“Summary of Legal Rules Governing Liability for Recreational Use of School Facilities”</p> <p>National Policy &amp; Legal Analysis Network to Prevent Childhood Obesity, Public Health Law &amp; Policy</p> <p>Date: April 2010</p>	<p>This report contains a table of legal rules governing liability for recreational use of school facilities by state. Categories include:</p> <ul style="list-style-type: none"> <li>Governmental or sovereign immunity</li> <li>Recreational use statute</li> <li>Traditional common law treatment of entrants on land</li> <li>Limits on damages</li> </ul>	<p><a href="http://www.nplanonline.org/sites/phlpnet.org/files/Liability_Recreational_Use_Facilities_CHART_FINAL_20100416_0.pdf">http://www.nplanonline.org/sites/phlpnet.org/files/Liability_Recreational_Use_Facilities_CHART_FINAL_20100416_0.pdf</a></p>

# National

Type of Document	Title/Author/Date	Content	Source Location
Report, Paper, or Analysis	<p>“Joint Use of Public Schools: A Framework for a New Social Contract”</p> <p>21st Century School Fund (prepared by Mary Filardo, Jeffrey M. Vincent, Marni Allen, and Jason Franklin)</p> <p>Date: April 2010</p>	<p>This paper:</p> <ul style="list-style-type: none"> <li>▪ Defines joint use</li> <li>▪ Describes the factors that drive demand</li> <li>▪ Presents the benefits of joint use and development</li> <li>▪ Identifies the challenges to expand access to and development of public school buildings and grounds</li> </ul>	<p><a href="http://citiesandschools.berkeley.edu/reports/2010_JU_Concept_Paper.pdf">http://citiesandschools.berkeley.edu/reports/2010_JU_Concept_Paper.pdf</a></p>
Report, Paper, or Analysis	<p>“Fifty-State Scan of Laws Addressing Community Use of Schools”</p> <p>National Policy &amp; Legal Analysis Network to Prevent Childhood Obesity (NPLAN)</p> <p>Date: March 2010</p>	<p>This report contains a table of the statutes related to community use of schools by state. Categories include:</p> <ul style="list-style-type: none"> <li>▪ Use of school property by community</li> <li>▪ Liability</li> <li>▪ Fees</li> <li>▪ Insurance</li> <li>▪ Joint use</li> <li>▪ Grade schools or universities/colleges</li> </ul>	<p><a href="http://www.nplanonline.org/system/files/JU_StateSurvey_FINAL_2010.03.19.pdf">http://www.nplanonline.org/system/files/JU_StateSurvey_FINAL_2010.03.19.pdf</a></p>
Toolkit/Tool	<p>“Community Health Assessment and Group Evaluation (CHANGE) Action Guide: Building a Foundation of Knowledge to Prioritize Community Needs”</p> <p>Centers for Disease Control and Prevention</p> <p>Date: April 2010</p>	<p>This tool is to help communities gather and organize data in order to find potential areas of improvement.</p>	<p><a href="http://www.cdc.gov/healthycommunitiesprogram/tools/change/pdf/changeactionguide.pdf">http://www.cdc.gov/healthycommunitiesprogram/tools/change/pdf/changeactionguide.pdf</a></p>

# National

Type of Document	Title/Author/Date	Content	Source Location
Toolkit/Tool	<p>“Opening School Grounds to the Community After Hours: A toolkit for increasing physical activity through joint use agreements”</p> <p>Public Health Law &amp; Policy</p> <p>Date: January 2010</p>	<p>This toolkit includes:</p> <ul style="list-style-type: none"> <li>▪ A snapshot of joint use in California</li> <li>▪ A step-by-step checklist for negotiating and developing a joint use agreement</li> <li>▪ Profiles of different types of joint use agreements</li> <li>▪ Methods for financing joint use</li> <li>▪ Ways to overcome liability, scheduling, maintenance, and relationship-building issues</li> </ul>	<p><a href="http://www.phlpnet.org/sites/phlpnet.org/files/Joint_Use_Toolkit_FINAL_web_2010.01.28.pdf">http://www.phlpnet.org/sites/phlpnet.org/files/Joint_Use_Toolkit_FINAL_web_2010.01.28.pdf</a></p>
Toolkit/Tool	<p>“Community Assessment Tool”</p> <p>National Center for Bicycling &amp; Walking</p> <p>Date: December 2002</p>	<p>Appendices</p> <ul style="list-style-type: none"> <li>▪ Appendix 1: California laws that support joint use</li> <li>▪ Appendix 2: Sample agreements and related documents</li> <li>▪ Appendix 3: Public Health Law &amp; Policy Model California Joint Use Agreements</li> </ul> <p>This tool is to help communities assess current conditions and how supportive they are of active living. Key elements include:</p> <ul style="list-style-type: none"> <li>▪ Transportation</li> <li>▪ Land-use and development</li> <li>▪ Schools</li> <li>▪ Parks, recreation, and trails</li> <li>▪ Safety, security, and crime prevention</li> </ul>	<p><a href="http://www.activelivingresources.org/assets/community_assessment_tool.pdf">http://www.activelivingresources.org/assets/community_assessment_tool.pdf</a></p>

# National

Type of Document	Title/Author/Date	Content	Source Location
Toolkit/Tool	<p>"School Facilities Joint Use Cost Calculator"</p> <p>21st Century School Fund and Center for Cities &amp; Schools</p>	<p>This website offers a joint use calculator tool that will help:</p> <ul style="list-style-type: none"> <li>Identify school district facility related costs</li> <li>Calculate full cost of ownership on a per square foot and per hour basis</li> <li>Determine policy decisions school districts need to make about which users to subsidize</li> <li>Create fee structure options for non-school users, based on the real cost of ownership</li> </ul>	<p><a href="http://citiesandschools.berkeley.edu/joint-use.html">http://citiesandschools.berkeley.edu/joint-use.html</a></p>
Web Resource	<p>"Joint Use"</p> <p>Prevention Institute, Berkeley Media Studies Group, Joint Use Statewide Task Force</p>	<p>This website contains:</p> <ul style="list-style-type: none"> <li>"Joint Use 101" document</li> <li>Fact Sheet: Joint Use and Health</li> <li>Sample letters to the editor</li> <li>California's policy framework</li> <li>California joint use success stories</li> </ul>	<p><a href="http://www.jointuse.org">www.jointuse.org</a></p>
Web Resource	<p>"Additional Resources"</p> <p>Centers for Disease Control and Prevention</p>	<p>This web document lists resources and tools for assessment and evaluation activities. Categories include:</p> <ul style="list-style-type: none"> <li>Tools and Assessments</li> <li>Policy</li> <li>Handbooks</li> <li>Checklists</li> <li>Evaluation</li> <li>Surveys</li> <li>Miscellaneous</li> </ul>	<p><a href="http://www.cdc.gov/healthycommunitiesprogram/tools/change/pdf/additionalresources.pdf">http://www.cdc.gov/healthycommunitiesprogram/tools/change/pdf/additionalresources.pdf</a></p>

**AN AGREEMENT FOR THE JOINT USE OF FACILITIES  
Between  
The Seattle School District No. 1  
And  
Seattle Parks and Recreation**

**2010 - 2015**

**Jointly prepared by:  
Seattle Parks and Recreation  
And the  
Seattle School District No. 1**

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## **AN AGREEMENT FOR THE JOINT USE OF FACILITIES**

between  
**SEATTLE SCHOOL DISTRICT NO. 1**  
and  
**CITY OF SEATTLE PARKS AND RECREATION**

***THIS AGREEMENT*** is between ***THE SEATTLE SCHOOL DISTRICT NO. 1***, hereafter referred to as the "***District***", and ***CITY OF SEATTLE PARKS AND RECREATION***, hereinafter referred to as the "***Parks***."

### **PREAMBLE**

Since the 1920's, the Seattle School District and the Seattle Parks and Recreation have pooled their resources to meet continuous youth and community demands for more developmental and recreational opportunities. Over one third of Seattle's public schools adjoin Parks' land or facilities. The District and Parks have cooperated in planning and jointly using these separately owned facilities and grounds for the benefit of students and community members.

While the supply has never quite matched the demand, the District/Parks partnership has effectively maximized the use of their respective facilities to meet community and student needs, beyond what either could do alone. In addition to creating more opportunities for their respective constituent groups, sharing facilities has led to greater efficiencies in cost and operations. Parks and the District acknowledge the value of their collaboration and seek to extend their working relationship.

Seattle voters overwhelmingly approved District Building Excellence and BTA capital levies to improve 4 major athletics complexes and various additional school fields since 1998. The Athletics Complexes and fields in addition to providing improved play area for students, will increase the hours available to the community. The joint use of the new facilities including priority scheduling and operations is covered under this renewed agreement.

In addition, Seattle voters approved the Seattle Parks For All Levy in 2002 and the Parks and Green Spaces Levy in 2008 which resulted in or will result in improvements for existing or new athletic fields, open play spaces and similar areas, including spectator enhancements such as seating. Furthermore, in recognition of the unique shared arrangement between Parks and the District, it is the intent of both parties that the scope of this agreement be limited to the respective uses contained herein. In order

to maximize the use of their facilities for the benefit of the community, both agencies will continue to provide priority access to each other, continue to equitably share their resources, and continue to give priority to programs that benefit Seattle youth. Additionally, both Parks and the District believe that they can best accomplish their objectives and, at the same time, encourage other community-based recreational activities by forming a cooperative partnership involving the District, Parks, and the community. Both agencies support the goal of increasing community access and use of school facilities and grounds. Both agencies also agree to work together to jointly use facilities to support school children and residents during times of catastrophic emergencies for sheltering, recovery of services and resumption of school.

**Now Therefore**, in consideration of the foregoing, the parties agree as follows:

## **I. VISION STATEMENT**

All public facilities and grounds, either owned by Parks or the District, shall benefit and be used by Seattle children, adults, and families to the maximum extent possible. The District and Parks have mutual interests in helping young people learn and develop recreation skills and in providing opportunities for people of all ages to participate in recreation activities. It is incumbent upon the District and Parks to develop a unified approach to serving the community's recreation needs and to cooperatively maintain Parks and District facilities and grounds in order to foster community and neighborhood learning and vitality.

## **II. PURPOSE OF THE AGREEMENT**

In establishing this agreement, Parks and the District seek to:

- A. Effectively and efficiently manage use of District and Parks facilities and grounds for the benefit of Seattle's youth and citizens;
- B. Encourage joint use of their respective facilities and grounds and give priority usage, after the owning agency's programming and/or on-going community obligations are met, to the requests submitted by the other agency;
- C. Provide facilities and grounds usable for District and Parks programs;
- D. Establish procedures to encourage cooperative working relationships between District and Parks personnel at all levels and to quickly resolve issues;
- E. Encourage joint and cooperative ventures, including facility maintenance and development;
- F. Equitably distribute the time and cost of the use of facilities and grounds; and

- G. Regularly report the outcomes of joint use to District and City personnel, elected officials and Seattle citizens.

### **III. GENERAL PROVISIONS OF THE AGREEMENT**

- A. This Agreement shall be for the period commencing September 1, 2010 and ending on August 31, 2015 but shall be renewable by agreement of the parties. Notwithstanding that this agreement shall be effective for five years, the parties acknowledge that circumstances are constantly changing for both agencies. The parties agree to meet during January of each year to review schedules for the following school year for all joint use activities, specifically including but not limited to pool times, use of performing arts facilities and field times. Such preplanning meetings will include, at a minimum, the primary JUA contacts for each agency, Parks' Citywide Athletic Office and Aquatics Manager, the District's Athletic Coordinator and at least one high school principal affected by any proposed changes.
- B. The execution of this Agreement and a renewal or extension of this Agreement must be authorized by both the District Superintendent and the Parks Superintendent.
- C. The District and Parks shall act in good faith to implement the terms of this Agreement.
- D. The District and Parks acknowledge that:
  - 1. This Agreement is intended to address and relate to those programs and activities occurring in Parks or District facilities that involve Parks and the District as partners in providing services;
  - 2. The facilities and grounds uses authorized by this Agreement are both a municipal and an educational purpose;
  - 3. This Agreement is intended to enhance and not interfere with the primary mission of Parks or District governance;
  - 4. This Agreement recognizes the District's commitment to school-based decision-making and will clearly state the role for such decision-making under this Agreement; and
  - 5. The ultimate responsibility for the use of facility space will remain with the owner of the facility; and

6. Both parties recognize and respect the City's and District's budget and administrative processes that must be used in implementing programs and services. Additionally, both parties recognize and respect each other's collective bargaining agreements and the constraints related to those agreements;
7. This agreement is not intended to amend any of the existing leases and other property agreements between the parties;
8. It is a City and School District objective to increase general community access to and use of school facilities. While the focus and priority addressed in this agreement is on the District and Parks access of their respective facilities, both agencies agree to cooperate to the extent possible to increase general community use.

#### **IV. GENERAL GUIDELINES FOR JOINT USE**

- A. Each agency will make its buildings and grounds available for use by the other agency on a first priority basis after the scheduling requirements for its own programs have been met. A description of District and Parks buildings and grounds availability for joint use programming under this Agreement and agreed upon priorities are included as Appendix A.
- B. All joint use programming and activities scheduled under this Agreement will comply with the owner agency's policies prohibiting discrimination.
- C. For the purposes of this Agreement, the criteria for such uses are as follows:
  1. Any instructional, information, recreational, athletic, social or community program which is initiated, organized, managed, scheduled and supervised by the owner agency, or
  2. a comparable community-run recreation program (such as those managed by a community youth sports organization such as youth baseball, or a youth-serving community non-profit agency such as Central Area Youth Association), that is sponsored and overseen by the owner agency, and
  3. approved for their facilities by the School or Parks Superintendent or their authorized representative.
- D. For scheduling purposes, priority will be given to programs that provide direct benefit to youth.

- E. The mutual goal of the District and Parks will be to maintain program continuity, giving adequate notification of scheduling changes or facility use to allow completion of a program cycle, and where necessary, to relocate programming. When possible, each agency will assist the other in locating alternative space.
- F. Each user will maintain its joint use spaces and equipment and will cooperate in expediting repair of damage which may occur as a result of scheduled programs.
- G. Where possible, Parks and the District will pursue opportunities to develop and improve joint use facilities and equipment to support programming by both agencies.
- H. The District will operate its Athletic Complexes as joint use facilities that will be scheduled in the same manner as other Parks or District fields and tracks facilities. However, a separate District fee schedule will be established and charged for non-District users. The District will maintain the Complexes and Parks will schedule events for the Complexes. The agency (either Parks or the District) using the facility at the time of an event will provide the supervision and preparation service for that event.

## **V. ANNUAL JOINT USE SCHEDULING CONFIRMATION PROCESS**

This Agreement seeks to provide a framework and administrative support for collaboration and decision-making among school building staff, community center personnel, field and pool managers.

- A. **Joint Use Scheduling Process** - Joint use planning and decision-making will occur each Spring for the upcoming school year, consistent with the results of the pre-planning meeting described in paragraph III.A. above. Parks will initiate the process assuming that all joint use programming scheduled the preceding year will be included in the schedule for the upcoming year unless otherwise negotiated. The priority joint uses identified in Appendix A: Joint Use Facilities and Priorities will serve as a framework for generating agreements and negotiating changes.

### **1. Annual Confirmation of Joint Use between the District and Parks**

- a. A designated Parks representative will consolidate Parks and District local site use requests.
- b. By the second Monday of February of each year, a Parks representative will deliver a joint use scheduling confirmation form (Appendix B-3) for the upcoming school year to the principal of each joint use school. The form will list Parks activities from the preceding

year that are proposed to continue and current school usage of Parks facilities including community centers, pools, fields and playgrounds. Any new usage requests for the upcoming year will be identified.

- c. Upon receiving the confirmation form, a school principal will identify which school activities will continue in the upcoming year and identify new school needs for use of Parks facilities for the upcoming year. In assessing the needs for the upcoming school year, the principal will consult with school base childcare providers, Community Learning Centers and other agencies whose operations may be affected by the principal's decision. The principal may either approve the Parks proposed schedule of use and return the confirmation form; or by the first Monday of every April, contact the Parks representative to discuss changes or amendments.
- d. Upon receiving the confirmation form completed by the school principal, the Parks representative may either approve the school's proposed schedule of use or contact the school principal to discuss changes. Once both the school principal and the Parks representative have signed the form, the Parks representative will send a copy of the agreement to the school principal and file it with the central scheduling office of both agencies (Parks' Citywide Athletic Office and the District's Facilities Department Facility Rental Section for Schools);
- e. Signed agreements must be filed no later than the third Monday in April with the central scheduling office of both agencies.

## 2. **Centrally Coordinated Joint Use Scheduling**

- a. Some District use of Parks facilities and grounds, such as league play and playoffs, is coordinated by the District Athletic Office. Requests for such use should be made to Parks Citywide Athletic Office for fall, spring and summer sports as set forward in Appendix A-1.
- b. The Parks Citywide Athletic Office and the District's Athletic Office will reach agreement on use of facilities by centrally managed District programs and individual middle and high school practices by dates for fall, spring and summer sports as set forward in Appendix A-1. The School District Athletic Office will confirm athletic competition schedules three months prior to the scheduled usage.

## B. **Resolving Space Availability Conflicts**

1. Efforts at resolution of space availability issues are first encouraged directly between facility based representatives. When the conflict involves more than one District or Parks' program, all parties will be informed and involved in resolving the conflict. The central scheduling offices of both agencies will, whenever possible, identify options or ways to accommodate the interests of both agencies. When requests from schools conflict, the District's Athletic Office will assist in establishing priorities for athletic events and the District's Academic Division will assist in establishing priorities for school instructional and physical education programming.
2. If agreement cannot be reached on a scheduling request, the issue will be referred to the Superintendent of Schools and the Superintendent of Parks and Recreation for resolution.

**C. Completing the Joint Use Scheduling Process**

1. The Parks Citywide Athletic Office and the District's Facility Rental Section for Schools will complete the joint use scheduling process as described in V.A.1. and V.A.2. above. The Parks/District collaboration will consider all negotiated school-based use agreements and schedules for centrally scheduled programs and facilities. Major special events requiring sixty (60) days cancellation notice will be identified, e.g. the West Coast Asian Table Tennis Tournament. All schools and pools will receive scheduled usage confirmation by July 15 for the upcoming school year. Community Centers will receive confirmation by August 15. NOTE: Neither the School District nor the Parks Department maintains a master schedule of all events. As referenced here, the "schedule" serves as a site specific, localized planning guide for each agency's programs and events; however, program times, particularly ending times, are approximate and subject to frequent and immediate change.
2. Amendments to Joint Use Scheduled Events - annual plans and associated use permits can be amended through mutual agreement of a District principal and a Parks community center, pool, or program manager. Each agency's central scheduling office must be notified of such amendments.

- D. Interagency Training** - The District and Parks central scheduling offices currently operate a training and orientation program for key personnel involved in implementing this Agreement including school principals, secretaries, activity coordinators, coaches, community center and aquatic center coordinators and custodians. Topics to be covered include the history and purpose of joint use, benefits to students/families and City residents, specific provisions established by this Agreement and key implementation procedures.

## **VI. PROCEDURES FOR MANAGING JOINT USE OF FACILITIES**

### **A. Central Coordination, Permitting, Record-keeping and Problem Resolution**

1. The District Facility Rental Section for Schools and Parks' Citywide Athletic Office will formally permit all building uses. Individual District principals are encouraged to meet directly with Parks' community center coordinators to discuss availability. The Parks Citywide Athletic Office will formally permit all field uses. The District Facility Rental Section for Schools and the Parks Citywide Athletic Office will jointly maintain the annual joint use schedule for both buildings and fields.
2. Permit forms for each agency shall stipulate the use and program for which the permit is being issued, name of person responsible for supervision, spaces and equipment authorized for use, dates and hours of use, requirements for special service and any other information required. Copies of the Red Cross lifeguard certificates for school supervisory staff must be attached to all pool permit requests.
3. The three central scheduling offices will develop a system for maintaining accurate records of use, and tracking and reporting scheduling issues occurring under this Agreement.
4. Representatives from the scheduling offices of both agencies and the District Athletic Office will be members of the Schools/Parks Operations Committee. This committee will meet monthly to provide operational coordination and planning and to provide a regular forum for problem resolution on such issues as scheduling conflicts, maintenance, security and vandalism.

- B. Change in Availability Notification** - Both agencies agree to honor each other's -scheduled events to the greatest extent possible and not disrupt scheduled programs. Should an unforeseen event occur which precludes a joint use activity or program from occurring; each agency will seek to accommodate the scheduled program at an alternate facility. A minimum of two weeks (10 working days) is required to change a regularly scheduled program. Major special events require sixty (60) days cancellation notice. This procedure will not apply when the facility is not in normal or safe usable condition due to situations which are beyond the control of the owning agency, e.g. emergency or mandatory repairs/maintenance, pool contamination or other unplanned closures, strikes, Acts of God, etc.

- C. **Changes in Policy, Budget or Organization** - When either agency contemplates a change in policy, budget or organization that could impact the joint use access of the other, that agency will consult with the other agency far enough in advance so that the other agency can analyze the impacts and plan for the change.
- D. **Temporary Rescheduling of Priority Use** - In the event the user agency communicates its inability to utilize its scheduled priority use, the owner agency may pursue scheduling other uses temporarily until the user agency is ready to resume its scheduled priority use.
- E. **Single Use Requests** - Written requests to use District or Park facilities, outside the annual scheduling confirmation process, should be submitted to each agency's central scheduling office. The central scheduling office of the requesting agency will verify in advance with the affected school principal or Parks facility manager that the facility is available at the date and time requested. Please note that the request will be granted only if the allotted time and space is available.
- F. **Joint Use Program Requirements** - All programs must provide adequate supervision by adults, age 18 and above, trained in emergency procedures specified by the owner agency. The user agency is responsible for providing program staffing or covering expenses of owner agency program staffing, if necessary. Staffing must be sufficient to supervise program participants in entry areas, locker rooms and non-secured spaces within a facility. All swim programs must be operated by school personnel with current Red Cross lifeguarding certification and in accordance with the Parks Department's Safety Practices for Seattle Public School Swimming Programs, community CPR, and standard first aid (or equivalent recognized by the Washington State Department of Health). Swimming program requirements are explained further in Appendix. Program participants must wear appropriate clothing and protective gear. Programs failing to comply with these requirements will not be allowed to operate.
- G. **Issuance of Facility Keys** - Keys shall be issued or other means of access provided for curriculum/program events and activities approved under this Agreement. Issuance of keys to Parks personnel for use of District facilities and to District personnel for use of Parks facilities shall be limited to the requirements of this Agreement. Both agencies agree to not duplicate keys issued by the other agency.
- H. **Joint Use Facility Maintenance Responsibilities** - With each occupancy, the user agency shall be responsible for the pre and post occupancy preparations, which may include opening and closing movable walls unless other conditions are established by the user agency. All joint use spaces will be returned to the

condition which preceded use. Where possible and necessary, access to cleaning supplies will be provided by the owner agency. School gymnasiums are classrooms during school hours and users must leave the space, including displays and equipment, in the condition and arrangement preceding the permitted use. The user agency should check in with the facility custodian and establish agreement upon the pre and post use conditions.

- I. **Specialized Instructional Space and Equipment** - Specialized instructional space and equipment, other than normally associated with a gymnasium, swimming pool, recreation center, athletic field, track, tennis court or other facility shall be made available by each agency to the other. The user agency may provide its own preparation or set up and take down of portable equipment under the supervision of a representative of the owning agency when not in violation of union agreements. The above procedures must be noted on the permit authorizing use.
- J. **Access to Storage** - Wherever possible, each agency shall make available storage space on site for joint use program equipment and supplies.
- K. **Security Provisions** - If security staffing is needed, above and beyond that normally provided by the owner agency, the user agency is responsible for providing the additional staffing. Telephone numbers for reporting emergencies are listed in Appendix D.
- L. **Restitution and Repairs** - It shall be the responsibility of the user agency to make restitution for the repair of damage to a space, area or facility and its equipment or owner property missing from the premises which may occur as a result of scheduled programs for which a permit has been issued.
  - 1. **Inspection of Facilities** - The owner agency shall, through its designated representative, inspect all buildings and grounds area for which a use permit has been issued. Inspection shall be directed toward identification of damage to the facilities, fields, and equipment or missing property that may have been caused by the user agency through conduct of its program.
  - 2. **Reporting Method** - The owner agency shall notify the user agency of damage or loss within three (3) working days after inspection. Such notification shall consist of sending a facsimile or email to the user agency's designated representative identifying the facility, permit number, date of detection, name of inspector, area or areas involved, description of damage and estimated and/or fixed costs of repairs or property replacement.

3. Repairs - Except as otherwise mutually agreed, the user agency shall not cause repairs to be made to any building or item of equipment for which the owner agency has responsibility. The owner agency agrees to make such repairs within the estimated and/or fixed costs agreed upon. If it is mutually determined or if it is the result of problem-resolution under subsection 5 of this Section that the user agency is responsible for the damage, then the user agency agrees to reimburse the owner agency at the estimated and/or fixed costs agreed upon.
4. Reimbursement Procedure - The owner agency shall invoice the user agency within seven (7) days of completion of repairs or replacement of missing property. The invoice shall itemize all work hours, equipment and materials with cost rates as applied to the repair work. If the repair is contracted, a copy of the contractor's itemized statement must be attached. Actual costs shall be invoiced if less than estimated and/or fixed costs. Reimbursement shall be made within 30 days from receipt of such invoice.
5. Disagreements - The user agency shall retain the right to disagree with any and all items of damage to buildings or equipment or missing property as identified by the owner agency provided this challenge is made within ten (10) working days after a first notification.
  - a. Disagreements shall be made in writing to the owner agency and shall clearly identify the reasons for refusing responsibility for damages to the building or equipment. Failure to do so within the prescribed time period shall be considered as acceptance of responsibility by the user agency.
  - b. Settlement of disagreements, after proper notification, shall be made by an on-site investigation involving both the owner and user agencies or their designated representatives.
  - c. In the event agreement cannot be reached, the matter shall be referred to the representative designated by the Superintendent of each agency for review and consideration.
  - d. The owner agency shall have the right to make immediate emergency repairs or replace missing property without voiding the user agency's right to disagree.

## **VII. COST SHARING AND REVENUE SOURCES TO SUPPORT AGREEMENT**

- A. **Fair and Equitable Cost Sharing** - The use of facilities and grounds will be based upon fiscally sound considerations. Neither the District nor the City will be required to subsidize the other's use of its facilities.
- B. **Documentation of Costs** - The District and Parks will maintain records of costs associated with joint use programming. Both agencies agree to use comparable cost accounting methodologies. (See Appendix E: Summary of Components Utilized to Establish Costs for Joint Use)
- C. **Annual Review of Benefits** – Either party may request a review of the relative benefits received by the parties. Upon such a request, the District and Parks will conduct a review of the exchange of benefits and review annually thereafter by the first Monday of February using agreed upon performance measures (Appendix E-2) based on hours of use, costs, fees and charges, or capital investments. Performance measures will be tracked on a monthly basis. Any compensation for an excessive imbalance in joint use programming shall occur through balancing the exchange of future benefits without exchanging cash. Notwithstanding such reviews are optional, at a minimum the District and Parks shall review by the first Monday of March 2013 the costs and benefits of the annual review process.
- D. **Requests for Services Outside the Agreement** - Specific requests by the Parks or the District for services, equipment or facilities not covered under this Agreement may be provided, at direct charge, to the agency making the request. For example, if a school should request that a Parks Department lifeguard supervise a swimming class, the school would be assessed a direct charge for this service. Likewise, should the Parks Department request school custodial services at a time that a school custodian is not normally scheduled in the building, the Parks Department would be assessed a direct charge for service hours provided. Utility costs might be assessed if Parks usage occurs when a school would normally not be heated. Charges might also be assessed for use of equipment, such as portable bleachers, for purposes outside the joint use programming covered by this Agreement.
- E. **User Fees to Support Joint Use** - For broader public use, fees may be charged, at a minimum, to cover the expenses of administering that use for the public benefit.
- F. **Non-Joint Use Fees and Charges** - The Parks Department shall assess the fees established for public school use in its adopted Fees and Charges Resolution for the use of West Seattle Stadium, Municipal golf courses, , Bathhouses, Shelter houses, Rowing and Sailing facilities, and picnic areas. The District shall assess fees based upon established rates for Memorial Stadium and the Athletics Complexes.

G.

**Cooperative Capital Development Financing** - The District and Parks will cooperatively plan development at appropriate joint use sites or facilities, exploring whenever possible avenues for blending fund sources and resources to accomplish mutual goals. Where possible, the two agencies will work together to use other public and private financing opportunities to accomplish mutual objectives and to develop facilities with standards sufficient to meet the programming requirements of both agencies.

## **VIII. LIABILITY**

The City of Seattle and the Seattle School District agree to indemnify and hold harmless the other agency from any and all claims for injury or property damage to the extent that such claims arise out of the negligence of their employees, agents, contractors or officers as a result of this joint use agreement.

## **IX. PUBLIC INFORMATION AND NOTIFICATION**

Each local school principal's office and the community coordinator of each community center will handle requests from community members for information pertaining to the scheduled use of a particular facility. The Parks Citywide Athletic Office will handle requests for information on Parks and District athletic fields. The project development office of each agency will handle requests for information on a proposed field or facility development. The Parks Citywide Athletic Office and the School District's Facility Rental Section will handle general comments on the Joint Use Agreement. See Appendix D for addresses and phone numbers. The agencies will make efforts to notify other user organizations regarding any significant change in the user's use or access. Should any community group or other user organization express a concern with joint use that cannot be resolved by one of the agencies, representatives of the group or organization may present their concerns at the monthly School/Parks Operations Committee meeting.

## **X. COOPERATIVE CAPITAL RESOURCE DEVELOPMENT**

Forty-seven school facilities are adjacent to or across the street from Parks' land (See Appendix F: Inventory of Schools Adjacent to Parks' Land). The District and Parks have a long history of cooperation in using and developing property to maximize educational and recreational access, usability and benefits (See Appendix G: History of Lease and other Property Agreements). Both agencies seek to continue and expand such cooperation with each other, and with the community at large, by agreeing to:

A. Examine property issues raised by either party expeditiously and cooperatively.

- B. Work cooperatively in planning facility, grounds or equipment improvements in order to make the most efficient and effective use of public property and capital funding. Where necessary or desirable for specific sites, establish or update written agreements specifying joint use responsibilities and/or priorities.
- C. Make every effort to reschedule school practice and game facilities should the District relocate a school during construction or should a Parks facility be closed for short or long-term projects and; reciprocally, when a school must close, make every effort to relocate Parks programs to other school sites.
- D. Where feasible, both agencies will work together to support public/private partnerships to improve joint use facilities and grounds. Should a public recreation facility be significantly upgraded by a private third party, the City and District agree to adjust the priority uses established in this Agreement. However, priorities for third party use must: 1) benefit local youth, 2) be tied to use of the facility for the sport for which improvements were made, and 3) be subject to a three year review by the joint City and District team charged with overseeing this Agreement.

## **XI. INTERAGENCY COORDINATION AND AGREEMENT RENEWAL**

- A. A Joint Use Interagency Team, made up of key staff from Parks and the District, shall:
  - 1. Coordinate implementation and oversee preparation and distribution of the Annual Joint Use Report;
  - 2. Review this Agreement by March 1, 2013, particularly its guidelines, scheduling process, operating procedures, and annual review of benefits. Operational changes jointly agreed upon in this review will take effect in the upcoming school year; and
  - 3. Review capital plans and projects proposed under Section X of this Joint Use Agreement and make recommendations to the Superintendents of both agencies for continued or more extensive joint use.
- B. Either agency can initiate a special meeting to discuss interim problems or propose amendments to this Agreement.
- C. The term of this Agreement will be for five years and subsequently may be renewed after review and approval by both agencies.

## **XII. COMMUNITY PARTNERSHIPS**

The City of Seattle and the District are committed to developing partnerships that enhance the educational experience of Seattle's students. These partnerships might include those that benefit students, their families and their local communities through programs which integrate academics, athletics, health and social services, youth and community development and community engagement.

Nothing in this Agreement shall preclude the City of Seattle, acting through its Office for Education, from initiating discussions and negotiating a subsequent arrangement with the Seattle School District to implement school, city and community partnership programs during the term of this Agreement. The District agrees to engage in good-faith negotiations with the City, if so requested. Any partnerships will be documented by separate agreement

## **XIII. APPENDICES**

- A. Joint Use Facilities and Priorities
- B. Sample Joint Use Scheduling and Confirmation Forms (B1 to B3)
- C. Athletic Stadiums and Gymnasium Revenue
- D. How to Contact Schools and Parks
- E. Summary of Components Used to Establish Costs for Parks Department and School District Facilities (E1 and E2)
- F. Seattle Schools Adjacent to Parks Facilities
- G. Leases and Agreements between Seattle School District and Seattle Parks and Recreation

**Signature Page**

AN AGREEMENT FOR THE JOINT USE OF FACILITIES

Between

Seattle School District No. 1

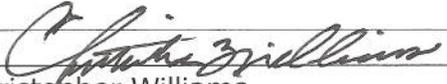
And

Seattle Parks and Recreation

September 1, 2010 through August 31, 2015

Seattle School District No. 1

City of Seattle Parks & Recreation

By  Maria Goodloe-Johnson, Superintendent Seattle School District No. 1	By  Christopher Williams, Acting Superintendent City of Seattle Parks and Recreation
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Date 12/20/10

Date 12/20/10

# **Appendices**

**Supplement  
To the**

## **Joint Use Agreement**

Between  
**City of Seattle Parks and Recreation Department**  
And the  
**Seattle School District No. 1**

**2010 - 2015**

## **APPENDICES**

- A.** Joint Use Facilities and Priorities (A-1)
- B.** Sample Joint Use Scheduling and Confirmation Forms (B-1 to B-3)
- C.** Athletic Complexes and Gymnasium Revenue (C-1)
- D.** How to Contact Schools  
And Parks (D-1)
- E.** Summary of Components Utilized to Establish Costs for Parks Department and School  
District Facilities (E-1 and E-2)
- F.** Seattle Schools Adjacent to Parks Facilities (F-1)
- G.** Leases and Agreements between Seattle School District and Seattle  
Parks and Recreation (G-1)

## Joint Use Facilities and Priorities

### Introduction

This appendix identifies schools where the Parks Department will have dedicated use of space and Parks facilities where schools will be given first priority access.

Priority times for scheduling joint use of other District and Parks buildings and grounds are provided. Using this information as a framework, local school principals, community center coordinators and pool managers are encouraged to negotiate specific activities to be included on the Annual Schedule for Joint Use.

Parks and District personnel may request use of a facility listed at other than the joint use priority time listed but such requests will not necessarily receive first priority and will be subject to local availability, direct costs (ie. Staffing, custodial charges), and approval.

Use of District or Parks facilities that are not listed shall be subject to the general permitting and fee requirements established for a particular facility.

### Approved Uses

For the purposes of this Agreement, the criteria for uses are as follows:

1. Any instructional, information, recreational, athletic, social or community program which is initiated, organized, managed, scheduled, and supervised by the owner agency, or
2. A comparable community-run recreation program that is sponsored and overseen by the owner agency, and
3. Is approved for their facilities respectively by the School or Parks Superintendent or authorized representative.

### Priority Scheduling

1. First priority scheduling will be given to youth programming such as school instructional programs, after school programs, student athletic team practice and competition, summer day camps, student clubs, PTSA sponsored events for students and/or parents, and Parks Advisory Council sponsored events for youth and/or parents. Within youth programming, varsity games and practices are first priority, junior varsity games and practices are second priority, and sophomore/freshmen games and practices are third priority.
2. Second priority will be given to adult or community events that do not directly benefit youth such as adult recreation, public meetings, or events for the general public.

## **Specific Facilities and Grounds Covered by this Agreement—District**

### *School Buildings*

All open schools are available for scheduling under this Agreement.

### *School Athletic Complexes*

All school fields and athletic complexes are available for scheduling under this agreement. Parks will be given first priority for scheduling community youth athletic practices and games that begin at 5:30 PM on high school fields and at 5 PM on all other school fields. School practices, games and events that extend beyond the 5:30 PM on high school fields and 5:00 PM on all other school fields must be mutually agreed on by Parks and the sponsoring school(s). The District shall ensure that athletic complexes and their parking lots are not scheduled to separate groups at the same time.

### *School District Athletic Fields*

District identified fields are blocked out for school district activities on Saturday 8:00 AM to Noon throughout the school year and on weekdays 2:30 to 5:30 PM. If Parks or community use is needed, Parks will contact district to determine availability of field.

During District allotted time, prioritization is as follows:

1. varsity games
2. junior varsity games
3. varsity practices
4. Junior varsity practices
5. sophomore/freshmen games and practices
6. District club sports
7. Parks' youth programs
8. Non-parks youth and adult programs

For District baseball/fast pitch practices or games, end time shall be no later than 5:30 PM with the option to extend that time to 6:30 PM. This time may be extended by request to the Parks' scheduler in writing 30 days in advance with a schedule of events.

The District shall schedule on its own fields first and then on Parks' fields as needed for overflow.

### *School District Tennis Courts*

Tennis courts will be scheduled through Parks athletic field scheduling office. Tennis courts will be available for community use after 5:30 PM for practices and 6:30 PM for matches during the school year.

### *School District Performing Arts Facilities*

All District Performance Centers are available for scheduling under this Agreement. School sponsored activities are given first priority for District Performance Centers. Parks will be given second priority for scheduling Parks sponsored performing arts practices and performances only. Parks will not request Performance centers for public meetings. Scheduling requests shall be coordinated with the lead District staffperson for the Joint Use Interagency Team in consultation with each High School. The District will use their best attempts to schedule Parks performing arts events at the Quincy Jones Performing Arts Center at Garfield High School during the closure and renovation of the Parks' Langston Hughes Center (2010 through the end of 2011).

### **Specific Facilities and Grounds Covered by this Agreement—Parks**

#### *Parks Department Community Centers*

All community centers are available for scheduling under this Agreement. School principals may negotiate with community center coordinators and will have first priority for usage during regular school instructional hours.

#### *Parks Department Swimming Pools*

Parks supports District pool programs. All Parks indoor swimming pools are available for scheduling under this Agreement. Requests submitted after the usage request deadline may not receive all requested time. Usage at other times is subject to local availability. Pool usage may be shared with other schools or with community swimming programs at the discretion of local aquatic center coordinators, in consultation with the school principals involved. If school program attendance falls below 25 people in the water, Parks will look at sharing the time with opportunities for revenue producing community based programs

Parks understands that high school ending times have shifted in most circumstances to 2:30 or 2:35, which cuts into the 2:30 to 4pm swim team practice times for high schools, and that this is an issue especially for the Ballard and Garfield High School swim teams. Parks will work closely with the District in early 2011 to negotiate appropriate practice time for all high school swim teams.

The Ballard High School swim team shall receive unrestricted use of the Ballard Pool from 2:30 to 4pm, Monday through Friday, during the Ballard High School competitive swim team season. From 4 to 4:15pm, Monday, Tuesday, Thursday and Friday, the Ballard swim team will receive unrestricted use of 3 lanes of the pool, while the Blue Ribbon Swim Team (a Parks program) will use the other 3 lanes. Blue Ribbon will have all lanes on Wednesday.

The Garfield High School swim team shall receive unrestricted use of Medgar Evers Pool from 2:45 to 4:14 pm, Monday through Friday, during the Garfield High School competitive swim team season. However, there is the possibility of shared use from 4 to 4:15pm, Monday through Friday if Garfield swim team attendance is low. At that point they will receive unrestricted use of 3 lanes while the Central Area Aquatics Team (a community based youth swim team) uses the other 3

lanes. If Garfield has 24+ swimmers they will receive 4 lanes, and if they have 29+ swimmers they will receive 5 lanes.

### *Parks Department Tennis Courts*

All Parks outdoor tennis courts are available for scheduling under this Agreement. District principals will be given first priority for scheduling usage during school hours and two hours after the close of school to accommodate school team practice and matches. Matches may continue to completion. The Amy Yee Tennis Center and the Tennis Center at Sand Point are not part of the Joint Use Agreement.

### *Parks Department Athletic Fields*

All Parks fields are available for scheduling under this agreement. District principals will be given first priority for scheduling usage during regular school hours until 5:00 PM each school day to accommodate District athletic team practices. The District Athletic Office will be given priority for scheduling High School League Competitive football, track, baseball, softball and soccer. However, practice times that extend beyond 5:00 PM must have been previously agreed to by Parks, and the District Athletic Office.

During District allocated time (until 5 PM), priority is as follows:

1. District athletic team practices and games
2. Parks' youth programs
3. District club sports
4. non-Parks' youth programs
5. Parks' adult programs

For District baseball/fast games, games must end by 6:00 PM.

### *Parks Department Scoreboards*

Parks will provide a scoreboard operator at the request of the District at the fees listed in the most current Parks' fee and charges manual.

### **Specific Facilities and Grounds Covered by this Agreement—District and Parks**

The playfields at Nathan Hale High School and Jane Addams K-8 School, the Meadowbrook Community Center, the Jane Addams K-8 School Auditorium, and the auditorium at Nathan Hale High School are all located within close proximity of each other. Parks and the District shall ensure the projected, combined attendance for events at all of these facilities on the playfields at does not exceed 1,000 persons for any period of time outside scheduled school hours.

### **Baseball/Fast Pitch Game Rain Outs:**

1. Rescheduled on next available date
2. Check with assigners to make sure that officials are available

3. Check with Parks scheduling to make sure that field is available (District coaches should not reschedule on their own)

**Mandatory Meetings:**

Parks citywide athletics manager and Parks citywide athletics field scheduler shall attend the August District athletic directors meeting. District will facilitate Parks representative to attend the District middle school and high school directors meeting in August

**Summer District Athletic Programs:**

District will submit summer schedule to Parks athletic field scheduler by the first Monday in May. If schedule is not to Parks scheduler by scheduled date, field availability will not be guaranteed.

**Exceptions**

In order to meet the needs of their respective programs, the District and the Parks Department occasionally may make special arrangements and/or schedule changes which are not consistent with the usage identified. Both the District and Parks recognize this situation and will cooperate to the fullest extent possible in accommodating these needs provided that such arrangements do not permanently violate the intent of this Agreement.

**Schedule of Key Dates**

Annual Confirmation of Joint Use Between the District and Parks (Section V. A1 of Agreement)

Second Monday in February	Parks representative delivers joint use scheduling confirmation form for upcoming school year to principal of each joint use school. List includes activities from previous year scheduled to continue, plus new activities
First Monday in April	Principal returns form
Third Monday in April	Signed agreements filed
July 15 <sup>th</sup>	Parks approves pool schedule
August 15	Parks approves community center schedule

Centrally Coordinated Joint Use Scheduling (select Parks facilities and grounds, such as middle and high school practices, league play and playoffs) (Section V. A2 and C of Agreement)

First Monday in May	District provides Parks with a fall schedule and a pool and community center schedule
Last Day of school in June	Parks approves fall schedule
First Monday in November	District provides Parks with a spring schedule
First Monday in February	Parks approves spring schedule
First Monday in February	District provides Parks with a summer schedule
First Monday in June	Parks approves summer schedule

Review of Agreement

First Monday in March 2013	Review Agreement
First Monday in February	Review exchange of benefits



March 3, 2011

Dear Principals:

It is time to start thinking about your requests for use of Parks and Recreation Facilities through the Joint Use Agreement for the 2011-12 school year.

Our Community Center Coordinator who works with you to plan joint use will be calling you soon to schedule an appointment to discuss the 2011/2012 school year use. When you meet it would be a good time to discuss any issues which may have arisen in the current school year and how you will work together to resolve them.

As you think about your school's uses before the meeting please remember school recess, PE class usages, site based child care, before and after school use of parks facilities must be included in your request.

High Schools and Middle Schools should forward all requests for sports team practice requests directly to John Bates, Seattle Parks Field Scheduler, no later than May 2 for fall practices, November 7 for spring practices, and February 6, 2012 for summer practices. League game requests will be forwarded to John through the Metro League Athletic Office.

All 2011/2012 requests must be signed by yourself and Parks Community Center Staff to be processed. We need to complete the joint use scheduling process for use of schools, community centers and fields by April 18<sup>th</sup>. Thank you for working cooperatively with us this school year and I look forward to working with all of you next year. If you need further assistance please call me. I may be reached at 684-7094.

Sincerely,

Dennis Cook  
Citywide Athletics/Scheduling Manager  
5201 Green Lake Way N.  
Seattle, WA 98103  
(206) 684-7094  
[dennis.cook@seattle.gov](mailto:dennis.cook@seattle.gov)



COPY

## MEMORANDUM

Date: March 3, 2011  
To: Community Center/Aquatic Coordinators  
From: Dennis Cook  
Re: School Use Permit Requests

It is time to start thinking about your requests for use of schools through the Joint Use Agreement, for the 2011-12 school year.

Attached is the usage of school district property for the current school year. Please review this information with your staff and use as a guide for requesting your usage for the 2011-12 school year. Attached to this email are also the blank forms for all 2011-12 requests and a heat request form. Please include usage requirements you need for the entire year on the appropriate spreadsheet.

Please meet with the principal at each school you will be using for your programs to establish a working schedule for the 2011-12 school year. If more than one center/pool schedules usage at a particular school, please include all parties in the meeting. If you need additional space, or if there is space that you are not using, this would be a perfect time to discuss these issues with the principal of the school in question. At your meeting, please discuss the school's request for your community center's space and fields for PE.

Once you and the principal have agreed on the requested dates and times of use, the coordinator and principal both must sign hard copy of spreadsheet. Please mail your completed spreadsheet to Gladys Cuellar, Box #31, no later than **April 18, 2011**. **You will not be issued an actual permit until we receive the typed and signed spreadsheet. Incomplete or handwritten copies will not be processed.**

If you have any questions, please call me at 684-7094.

Thank you.

cc: Recreation Managers  
Michelle Finnegan



## School Use of Parks Facilities 2011-12 School Year



CC/Pool	School	Area	Dates of Use	Days	Time	# of Hrs	# of Days	Total Hrs.
Hoover	Inglewood HS	Gym	9/3/08-6/16/09	M-F	8p - 10p	2	40	80.00
	Example ↑							0.00
								0.00
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Principal Signature \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_

CC/Pool Coordinator \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_

Please type information above, handwritten forms will not be accepted.

## Athletics Stadiums and Gymnasiums

### Interbay Stadium

In 1997 the City authorized the Superintendent of Parks and Recreation to amend the 1940 lease agreement for Interbay Playfield between the District and the City to allow construction and stadium usage consistent with the 1997 agreements between the City and Seattle Pacific University. The new agreement allowed the District 175 hours of scheduled usage, and encouraged the District to exchange the District's Interbay property for other property owned by the City.

The following guidelines have been established to insure fair and consistent scheduling between the three parties, the District, Parks, and Seattle Pacific University.

#### Scheduling Priorities:

- SPU has priority scheduling during the fall season (August 1 - December 15) for games and practices.
- District games, practices and physical education classes during the fall season (August 15- December 15) will be scheduled after the SPU use is scheduled. SPU games that require rescheduling may preempt the District's use.
- During the spring season, the District game schedules will have priority. SPU and the District's practice and class schedules will be scheduled cooperatively with dates that are requested by both parties mediated by Parks Athletics Unit Sr. Coordinator.
- Agencies will not be scheduled for block bookings. Exact times of practices or games will be scheduled with the Parks Athletic Field Scheduler. This will allow scheduling staff to know when the facility is available.
- Community league games and practices will be scheduled after SPU and District requests are scheduled.

In order to insure the above scheduling guidelines for use of Interbay Stadium are accomplished it is important both SPU and the District adhere to the deadlines outlined in their respective agreements with Parks.

### Athletic Complexes and Evening Recreation Program Revenue

The Parks and the District work collaboratively to schedule the District's high school gymnasiums and four major athletic complexes for community groups during the hours these spaces are not utilized for school activities. Parks Citywide Athletics Unit schedules both the gymnasiums and the athletic complexes. Both of these rentals generate revenue. Revenue distribution of fees, and the proposed fees and charges are determined annually in March for the following calendar year.

#### **Athletic Complex Field Scheduling:** Scheduling the four Athletic Complexes generates revenue for:

- A portion (\$10,000) of the Parks Athletic Field Scheduler's annual salary.
- Part-time staff to work as field and stadium monitors during each rental.
- Remainder of the hourly rental is retained by the District.

### **Evening Recreation Gymnasium Rental:**

Community use of High School gymnasiums are scheduled by Parks. High School gymnasium rental generates revenue for:

- One Recreation Specialist (Parks staff) to supervise, coordinate and schedule the Evening Recreation Program.
- Part-time staff to work as gym monitors during each rental

## How to Contact Schools and Parks

### Emergencies During Hours of Use

- **To report a life-threatening injury to a person or an event call 911.**
- For facility related emergencies at **schools**, contact the School District's 24 hour staffed Safety and Security Office at (206)252-0707.
- For facility, or field related emergencies at **Parks** sites, contact:
  - Noon – 11pm daily contact Parks Security at (206)684-7088, or pager (206)982-4583
  - 8am – noon on Saturday and Sunday contact the Parks Duty Officer at pager (206)982-4583.

### To Obtain General Information about the Joint Use Agreement

- Seattle Parks and Recreation Department  
Citywide Athletics  
5201 Green Lake Way N.  
Seattle, WA 98103  
Attn: Dennis Cook, (206)684-7094  
[Dennis.cook@seattle.gov](mailto:Dennis.cook@seattle.gov)

Parks website: <http://www.cityofseattle.net/parks/>

- Seattle School District  
2445 Third Avenue South  
Seattle, WA 98124  
Attn: Eleanor Lockett (206)252-0640

Schools website: <http://www.seattleschools.org>

## Summary of Components Utilized to Establish Costs For Joint Use of Parks Department and School District Facilities

### Cost Analysis Goal

The District and Parks will annually review the exchange of benefits and costs using agreed upon performance measures (Appendix E-2) based on hours of use, costs, fees and charges, and capital investments. The primary objective is to assure roughly comparable benefits are achieved by each agency. The review will identify the actual costs incurred to each agency and, as closely as possible, identify comparable components that comprise the actual cost of maintaining facilities based on sound cost accounting principles. Each agency would then apply their methodology to actual hours of facility use in each school year.

### Hours of Joint Use

The hours of joint use assigned to each agency include all permitted uses during the period analyzed and actual drop-in or unscheduled use of school facilities (gymnasiums, cafeterias, classrooms, auditoriums, fields and playgrounds) and Parks Facilities (swimming pools, sports fields, and tennis courts.) In addition, there are 39 schools that use adjacent Parks playfields for recess and physical education classes. The Parks Department reserves these adjacent parks for school use 180 days a year. Although the parks are reserved for school use all day, for the purpose of this analysis, only 3 ½ hours per day were included in this joint use analysis.

### Components of Costs Analyzed

The following general cost components were identified:

1. Custodial Expense: This cost component was applicable solely to school buildings. The school custodial cost was determined by the average hourly custodial wage including benefits for the period analyzed. This rate was utilized for all types of space during standard operating hours. For overtime hours, either after standard hours on weekdays or on Saturdays, a rate of 1.5 times the hourly wage rate plus applicable benefits was used. For Sundays and holidays, a 2.0 factor replaces the 1.5 multiplier to reflect "double time." The costs for joint use were apportioned, factoring in the amount of time required to clear a specific facility including a common space allocation for hallways and lavatories. A contractual four hour minimum for custodial services applies on weekends and holidays; therefore 4 times the applicable rate becomes the custodial charge for rentals of 3 hours or less.
2. Utilities Expense: The utility cost element is made up of total utility expense for the period analyzed including electricity, fossil fuels, water, sewer, telecommunications and a few others. This total expenditure was apportioned to any spaces used under the joint use agreement to compute the applicable utility expense. For the District, a space type's square footage included direct square footage plus an allocation of common area space. During non-standard hours, for schools (when most joint use occurs), the District assumes that 25% of all common space is affected.

3. Depreciation (wear and tear): This cost element was based upon the total replacement cost of a facility or field. The expected useful life of a facility 40 years for schools and pools, 30 years for sports fields; 20 years for an asphalt tennis court; 50 years for a concrete tennis court) was factored in. In calculating joint use costs, the two agencies agreed to a weighted use average which assumes that buildings incur wear and tear in ratio of 50% caused by aging and 50% due to wear and tear.
4. Maintenance: this factor was computed by calculating the percentage of joint use for the facilities covered in the agreement and apportioning the total maintenance costs (less administrative management cost) for the period analyzed.
5. Property management: This cost component was calculated solely by the District based upon the payroll costs for the personnel directly involved in processing use of facilities by third parties. Costs were apportioned based upon the joint use portion of the total building and ground permit uses processed during the time analyzed. All directly related administrative work involved in administering the outside use of facilities were included.
6. Overhead Costs: The overhead rate for each agency was formulated based on an overhead pool of costs allocable to any direct cost activity such as joint use and divided by total operation expenditures exclusive of capital, arriving at an overhead percentage to be applied to all of the above cost components. For the District the following accounts were included: principals, board of directors, superintendent's office, business office, supervision of maintenance and operation of plant. For the Parks Department, the following accounts were included: superintendent's office, financial, and administrative division, and divisional administrative organizational units. Costs for the Parks Department Citywide Athletic Office that schedules joint use were included in Parks overhead calculations. Additionally, the Parks Department excluded the costs of aquatic staff such as the pool manager, cashier and lifeguard staff salaries.

### **Joint Use Generated Revenue**

The Parks Department operates an adult evening recreation program that utilizes District facilities. For the period analyzed, the total revenue from this program was deducted for the Parks' joint use costs.

Joint Use Performance Metrics

Measures	2010												2010 Average	Prior Year	
	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec			
Performance Metrics															
# of Parks Events/Hours															
# of SPS Events/Hours															
Percent of Parks usage															
Percent of SPS usage															
# of Issues or complaints															
Total Fees Avoided Parks															
Total Fees Avoided SPS															
Fees Parks															
Fees SPS															
Fees collected by Parks for SPS															
Damage Costs Parks															
Damage Cost SPS															

## Seattle Schools Adjacent to Parks Facilities

School	Park Facility	Park Acres	CC	Playfield	Tennis Courts	Play Areas	Swim Pool
Adams	Ballard	3	•	•		•	
Addams	Meadowbrook	18	•	•	•		•
Alki	Alki	4	•	•	•	•	
Ballard	Ballard Pool Tennis	1			•		•
Beacon Hill	Beacon Hill	3		•	•	•	
Blaine	Magnolia	15	•	•	•	•	
Broadview	Bitter Lake	7	•	•	•	•	
Cleveland	Cleveland	3		•	•		
Day	B F Day	1		•			
Dearborn Park	Dearborn Park	5					
Dunlap	Rainier Beach	11	•	•	•		•
Emerson	Hutchinson	4		•		•	
Fairmount Park	Fairmount	5		•		•	
Garfield	Garfield	9	•	•	•	•	•
Hamilton	Wallingford	4		•	•	•	
High Point	High Point	11	•	•	•	•	
Highland Park	Highland Park	7		•	•	•	
Ingraham	Madison Pool	4					•
Lafayette	Hiawatha	11	•	•	•	•	
Lake City	Lake City	3					
Laurelhurst	Laurelhurst	14	•	•	•	•	
Lawton	Lawton	8		•		•	
Leschi	Leschi	3			•	•	
Lincoln	Wallingford	4		•	•	•	
Madrona	Madrona	2		•	•	•	
Magnolia	E. Magnolia	2		•		•	
Maple	Maple Wood	15		•		•	
Mann	Garfield	9	•	•	•		•
McClure	Queen Anne	6	•	•		•	•
Meany	Miller	6	•	•	•	•	
Mercer	Jefferson	9		•			
Nathan Hale	Meadowbrook	18	•	•	•	•	•
N Queen Anne	Rodgers	14		•	•	•	
Rainier Bch HS	Rainier Beach	11			•		
Roxhill	Roxhill	14		•		•	
Sacajawea	Sacajawea Park	3				•	
Schmitz Park	Schmitz Park	50					

School	Park Facility	Park Acres	CC	Playfield	Tennis Courts	Play Areas	Swim Pool
Seward	Rogers Eastlake	2		•	•	•	
Sharples	Brighton	12		•	•	•	
South Shore	Rainier Beach	11	•	•	•	•	•
T. Marshall	I-90 Lid	6		•	•	•	
Van Asselt	Van Asselt	9	•	•	•	•	
View Ridge	View Ridge	9		•		•	
Viewlands	Carkeek	192					
Washington	Judkins	7		•		•	
West Seattle	Hiawatha	11	•	•	•	•	
Whitman	Soundview	11		•	•	•	

## Leases and Property Agreements

### Between Seattle School District and Seattle Parks and Recreation

This table lists a compilation of known agreements and leases, both formal and informal, between Seattle Parks and Recreation and The Seattle School District. It is not intended to have any legal effect on the Joint Use Operating Agreement; rather it is for information and/or research purposes. For further information on any of the listed properties contact Terry Dunning at 684-4860, for Parks related questions and Ron English at 252-0651 for School District related questions.

Parks Facility	School Facility	Lease/Agreement
Alki Community Center	Alki Elementary School	1953 (A)
Ballard Pool	Ballard H.S. Playfield	1970 (A)
Ballard Tennis Courts	Ballard H.S.	1974 - 2014 (L)
Bitter Lake Community Center	Thompson Junior H.S.	1963 (A)
Brighton Playfield	Sharples Alt. Secondary School	1950 - 2049 (L)
Cascade Playground	Coe Elementary School	1934 (A)
Cleveland Playground	Cleveland H.S.	1931(A)
Coe Playground	Coe Elementary School	1982 - 2022 (L)
B.F. Day Playground	B.F. Day School	1910 (A)
Dearborn Park	Dearborn Elementary	1983 - 2023 (L)
Garfield Community Center	Garfield H.S.	1975 - 2015 (L)
Hiawatha Playground	West Seattle H.S.	1958 (A)
High Point Playfield	High Point Elementary School	1978 - 2018 (L)
Hutchinson Playground	Emerson Elementary School	1978 - 2018 (L)
Interbay Playfield	Seattle School District	1940 - 2039 (L)
Judkins Park	Washington Middle School	1975 - 2015 (L)
Laurelhurst Recreation Center	Seattle School District	1950 (A)
Lawton Park	Lawton Elementary School	1955 (A)
Helene Madison Pool	Ingraham H.S.	1958 (A)
East Magnolia Playground	Magnolia Elementary School	1950 - 2049 (L) *
Magnolia Playfield	Seattle School District	1952 - 2051 (L)
Magnolia Community Center	Blaine Junior High	1952 - 2051 (L)
Maplewood Playfield	Maplewood Elementary School	1975 (A)
Meadowbrook Community Center	Nathan Hale H.S.	1963 (A)
Miller Community Center	Meany Junior High	1963 (A)
T.T. Minor Play Area	T.T. Minor Elementary School	1979 - 2019 (L)
Nathan Hale Soccer Field	Nathan Hale H.S.	1982 - 2022 (L)
Queen Anne Bowl	North Queen Anne Elementary	1952(A)
Queen Anne Community Center	McClure Junior H.S.	1964 (A)
Rainier Beach Community Center	South Shore Middle School	1971 (A)
Ross Playground	Ross School	1940 - 2039 (L)

<b>Parks Facility</b>	<b>School Facility</b>	<b>Lease/Agreement</b>
Roxhill Playground	Roxhill Elementary School	1960 - 2059 (L)
Southwest Community Center	Denny Junior High	1974 - 2014 (L)
Wallingford Playground	Hamilton Junior H.S.	1970 (A)
York Playground	Muir Elementary School	1936 (A)

(A) = Agreement    (L) = Lease

\* The lease was ended, and this property and uses of the playfield by Magnolia School will be handled under the current JUA Operating Agreement.

**INTERGOVERNMENTAL COOPERATION AGREEMENT  
FOR A BEFORE AND AFTER-SCHOOL PROGRAM**

THIS AGREEMENT is made and entered into this 24<sup>th</sup> day of August, 2010, by and between the City of Cheney, a code city organized under Title 35A RCW, hereinafter revered to as the "City," and Cheney School District No. 360, hereinafter referred to as the "District," for the purpose of providing a Before and After-School Program at Betz and Windsor Elementary Schools throughout the 2010-11 school year.

**ARTICLE I - PURPOSE:**

The City and District recognize the importance of cooperatively working together to provide a safe and structured before and after school program in which to promote recreational, educational, and cultural opportunities for children in the community

**ARTICLE II - USE OF FACILITIES/RESPONSIBILITIES OF PARTIES**

During the 2010-11 school year the District will reserve the playground, gymnasium, and cafeteria every day that school is in session from 6:15 a.m. to 8:15 a.m. and 3:00 p.m. to 6:00 p.m. for the Before and After-School Program. Additional rooms within the school may be utilized upon request with permission of the school Principal. The City recognizes that School District programs receive scheduling priority over facilities and will work with the Principal to find alternative space in the event that there are schedule conflicts. The City will work within all terms stated in the School Facilities Use Agreement. The City will provide all staff, materials, and supervision necessary for the operation of the Before and After School Program.

**ARTICLE III - DURATION**

Either Party may, by giving thirty (30) days' written notice to the other Party, terminate this Agreement for any reason; provided, however, that the terminating Party may specify in such notice the reasons for such termination, and may allow the other Party thirty (30) days to cure an alleged breach.

**ARTICLE IV - FEES AND CHARGES**

Registration, managing staff, and providing supplies will be the responsibility of the Cheney Recreation Department. The Recreation Department may request to utilize school resources only with prior permission from the on-site Principal.

#### **ARTICLE V - DRUG FREE WORKPLACE**

The City and City's employees or agents shall perform all duties pursuant to the Agreement in compliance with the intent of the District drug-free workplace policy and hereby acknowledges receipt of this policy as of the date this Contract is signed.

#### **ARTICLE VI - INDEMNIFICATION**

Any and all claims which hereafter arise on the part of any and all persons as a direct or indirect result of City or City's employee's or agent's performance or failure to perform duties pursuant to this Contract shall be City's sole obligation, and City shall defend, indemnify and hold harmless the District and the District's employees and agents in full for any and all such acts or failures to act on the part of the City or City's employees or agents.

Any and all claims which hereafter arise on the part of any and all persons as a direct or indirect result of District or District's employee's or agent's performance or failure to perform duties pursuant to this Contract shall be District's sole obligation, and District shall defend, indemnify and hold harmless the City and the City's employees and agents in full for any and all such acts or failures to act on the part of the District or District's employees or agents.

Should a court of competent jurisdiction determine that both parties are at fault such liability shall be apportioned among the parties or other at fault persons or entities in accordance with the laws of the State of Washington.

#### **ARTICLE VII - WAIVER OF SUBROGATION -**

The District and City 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 the premises or said building. This release shall apply only to the extent that such claim, loss or liability is covered by insurance.

#### **ARTICLE VIII - PROHIBITION AGAINST ASSIGNMENT**

Neither this Agreement nor any interest therein may be assigned by either Party without first obtaining the written consent of the other Party.

#### **ARTICLE IX - COMPLETE UNDERSTANDING**

This agreement constitutes the entire agreement between the Parties concerning the subject matter. Any waiver or amendment of any provisions of this agreement shall be effective only when put in writing and signed by both Parties.

#### **ARTICLE X - GOVERNING LAW**

This agreement shall be governed by the law of the state of Washington. Any action brought to enforce the terms or provisions of this agreement shall be brought in the State Court sitting in Spokane County, Washington, or in the U.S. Courts for the

Eastern District of Washington, in which the prevailing party in any suit or action shall be entitled to costs and reasonable attorney's fees for trial and appeal.

#### ARTICLE XI - NON-DISCRIMINATION

City assures the District that it will comply with all state and federal guidelines and/or regulations. Therefore, all applicants seeking employment opportunities and all contracts for goods and services will be considered and will not be discriminated against on the basis of race, color, national origin, creed, gender, sexual orientation, disability, familial status, marital status, or age. This is in accordance with Title VI of the 1964 Civil Rights Act; Section 504 of the Rehabilitation Act, 1973, as amended; Americans with Disabilities Act, July 26, 1990, P.L. 101-336; and Title IX/Chapter 28A.640 RCW of the Education Amendments of 1972, as amended.

#### ARTICLE XII. RCW 39.34 REQUIRED CLAUSES

- A. Purpose – See Article I above.
- B. Duration – See Article III above.
- C. Organization of Separate Entity and its Powers – None.
- D. Responsibilities of Parties – See Article II.
- E. Agreement to be Filed – The City shall file this Agreement with its City Clerk and a copy of this Agreement with the Spokane County Auditor.
- F. Financing – There will be no financing for the program, see Article IV for participant fees that will be charged and collected by the City.
- G. Termination – See Article III.
- H. Property Upon Termination – All property purchased by the City of Cheney will remain City property during and after the agreement. All property purchased by the District will remain the property of the District. Upon termination the property will remain with the purchasing party.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates set forth below their respective signatures.

CITY OF CHENEY, WASHINGTON

CHENEY SCHOOL DISTRICT

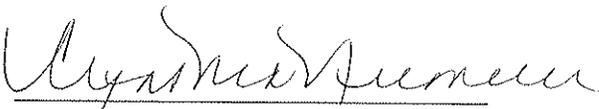
  
\_\_\_\_\_  
Tom Trulove, Mayor

\_\_\_\_\_  
Lawrence R. Keller, Superintendent

Date: 8-24-10

Date: \_\_\_\_\_

ATTEST:

  
\_\_\_\_\_  
City Clerk

City of Cheney  
609 2<sup>nd</sup> Street  
Cheney, WA 99004

**CITY OF CHENEY, WASHINGTON  
RESOLUTION D-847**

**A RESOLUTION TO AUTHORIZE THE MAYOR TO ENTER INTO AN  
INTERLOCAL AGREEMENT WITH THE CHENEY SCHOOL DISTRICT FOR  
THE PURPOSE OF UTILIZING SCHOOL DISTRICT FACILITIES TO HOST A  
BEFORE AND AFTER SCHOOL PROGRAM**

**WHEREAS**, the City of Cheney wishes to provide a high quality before and after school program for elementary aged children at Windsor and Betz Elementary Schools; and

**WHEREAS**, the Cheney School District is agreeable to allow the Cheney Parks & Recreation Department Before and After School Program to operate at Betz and Windsor Elementary Schools; and

**WHEREAS**, both entities recognize the endless benefits to the youth in our community by providing a structured before and after school program.

**NOW THEREFORE, BE IT RESOLVED** the Cheney City Council by majority vote hereby agrees to authorize the Mayor to sign the attached inter-local agreement with the Cheney School District for the purpose of providing a high quality before and after school program.

**ADOPTED**, on this 24<sup>th</sup> day of August, 2010 by the Cheney City Council at their regularly scheduled council, meeting at Cheney Council Chambers, 609 2<sup>nd</sup> Street, Cheney, WA 99004.

  
\_\_\_\_\_  
Tom Trulove, Mayor

Attest:

  
\_\_\_\_\_  
Cynthia L. Niemeier, City Clerk

**Lake Washington School District and City of Sammamish  
Joint Use Agreement for  
Development, Maintenance, Scheduling and Operations  
Of Recreation Facilities**

This Agreement is made and entered into this 15<sup>th</sup> day of June, 2004, by and between the Lake Washington School District No. 414 (hereinafter referred to as the "District"), a municipal corporation and subdivision of the State of Washington, and the City of Sammamish (hereinafter referred to as the "City"), a municipal corporation. This umbrella Agreement supports the City's management and/or scheduling of District athletic fields and/or facilities.

WITNESSETH:

WHEREAS, the governing bodies of the City and District are mutually interested in supporting adequate programs for the community in the areas of athletics, recreation and education; and

WHEREAS, the governing bodies are authorized pursuant to RCW 39.34 to enter into agreements with each other and to do any and all things necessary to meet the respective obligations of their agencies; and

WHEREAS, the City has established the Department of Parks and Recreation (hereinafter referred to as the "Department") to be responsible for carrying out the purpose of community parks development and recreation programs; and

WHEREAS, the District is responsible for the public education of the students in the community, including physical education and athletic activities related to the educational program; and

WHEREAS, the City and District are stewards of public lands in the City; and because it is in the interest of the community and of both the City and the District to provide the best service possible to meet their respective obligations with the least possible expenditure of public funds, cooperation between the City and the District is necessary and will benefit both entities; and

WHEREAS, the City and the District have recognized for many years that through cooperation, these publicly-held lands can be used to meet broader community needs for education, recreation and open space than either party can provide separately; and

WHEREAS, the City has concluded that the recreation needs of the community could be better met if the development and maintenance of District facilities were enhanced to levels beyond that needed for the educational requirements of the District; and

WHEREAS, the City and the District are mutually interested by means of this Agreement in improving the existing conditions of certain District athletic facilities in order to expand and enhance their use for both the schools and overall community; and

WHEREAS, the City and the District anticipate entering into more specific agreements relating to this Agreement and joint use of athletic facilities by means of Addendum(s) to this Agreement and, upon mutual execution of this Agreement, the District authorizes its Deputy Superintendent and/or Director of Support Services to enter into such Addendums.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the City and District hereby agree to cooperate with each other in carrying out the above-stated purposes, and to that end do agree as follows:

SECTION 1: Purpose and Subject Matter

The subject of this Agreement is the City's development, maintenance, and operations of District recreation facilities, excluding football stadiums, located within the City of Sammamish. In the future, this may also include District-owned gymnasiums.

The parties agree the school properties and facilities of the District are intended primarily for school and educational purposes and are for the benefit of students and the school age population.

The parties agree that during the time period covered by this Agreement, the athletic fields and facilities are intended to be used jointly for school and community recreation purposes for the benefit of District students, the District, and the City at large. In planning programs and scheduling activities on school grounds, the security, academic, athletic and recreational needs and opportunities of school-aged children will be the highest priority and be adequately protected.

SECTION 2: Joint Use

A. District Facilities

- a. The District will make school facilities available for City recreational activities and programs. The Director of Parks and Recreation, or his designated representative, shall select (in writing) facilities for use, subject to the approval of the District Superintendent of Schools or his designated representative.
- b. The use of selected school facilities shall be in accordance with the most recent regular procedures of the District for granting permits for the use of school facilities, as set forth in the District's policy entitled "Community Use of District Facilities", a copy of which is attached hereto as *Exhibit A* and incorporated herein by reference, as it may be amended from time to time ("District Policy"), or as otherwise provided by this Agreement.
- c. City use of District school facilities shall be scheduled in advance with the District and the schedule shall be arranged in order to avoid conflict between school and recreation use. In scheduling said facilities, school events and programs (regardless of which District school has requested scheduling of said facilities) shall have first priority (as set forth in the District Policy), and community recreation events established by the Parks and Recreation Department shall have second priority.

B. City Facilities

- a. The City will make City facilities available to the District for school events, activities, and/or programs. The Superintendent of Schools, or his designated representative, shall select (in writing) facilities for use, subject to the approval of the Director of Parks and Recreation or his designated representative.

- b. The use of selected City facilities shall be in accordance with the regular procedures of the City in granting permits for the use of such facilities, or as otherwise provided for by this Agreement.
- c. District use of City facilities shall be scheduled in advance with the City and the schedule shall be arranged in order to avoid conflict between recreation and school use. In scheduling said facilities, Parks and Recreation Department activities and events shall have first priority, and school events and programs shall have second priority.

C. Personnel

- a. The City, through its Department of Parks and Recreation, agrees to train and provide qualified personnel to supervise the City sponsored activities which take place on school facilities, and the District agrees to train and provide qualified personnel to supervise the school activities which take place on City facilities.

SECTION 3: District Outdoor Athletic Facilities Scheduling and Use:

- a. The City shall act as scheduling coordinator for outdoor athletic facilities at the elementary schools located within the City (Blackwell, McAuliffe, Mead and Smith). The District shall act as scheduling coordinator for the remaining District outdoor facilities located within the City. The parties intend that, in the future, the City shall act as scheduling coordinator for all outdoor athletic facilities located within the City except for the High School Stadium.
- b. District programs and activities will have the right to preempt other users upon giving 24 hours advance notice, except in extraordinary circumstances.
- c. The City and District shall allocate available field time to community users based upon District Policy. Team rosters with player addresses will be used as needed to verify equity among applicants. The City shall be responsible for holding scheduling conferences in February and October of each year to coordinate time requirements of the various user groups.
- d. A group applying for use of facilities, in its policies and practices, shall not discriminate against any person on the basis of race, color, religion, national origin, handicaps, age, marital status, or sex. As a part of his/her application to the District, the applicant shall attest and certify with regard to his/her non-discrimination practices, all as further set forth in the District Policy.
- e. Without prior consent of the District, the City shall not use pesticides or herbicides on District-owned property and any approved use shall be consistent with District policy.
- f. Schedule of available times for the school facilities which are not in conflict with school use shall be:

Elementary Fields:

September- June Mon- Fri: 4:00 p.m. to Dusk  
(academic year) Sat: 8:00 a.m. - Dusk  
Sun: 9:00 a.m. - Dusk  
July-August Mon - Sat: 8:00 a.m. - Dusk

Sun: 9:00 a.m. - Dusk

Secondary Schools Fields:

September - June Mon- Fri: 6:00 p.m. to Dusk (unlighted)

6:00 p.m. to 10:00 p.m. (lighted)

Sat: 8:00 a.m. to Dusk (unlighted)

8:00 to 10:00 p.m. (lighted)

Sun: 9:00 a.m. to 6:00 p.m.

July- August Mon-Sat: 8:00 a.m. to Dusk (unlighted)

8:00 a.m. to 10:00 p.m. (lighted)

Sun: 9:00 a.m. to 6:00 p.m.

- g. The parties agree that, in the event neither the District nor the City is requesting use of each other's facilities under this Agreement, but instead a third party is requesting such use, that the priority of use shall be determined in the following order:

(1) City of Sammamish Youth Organizations:

Youth organizations or teams who have at minimum of sixty-five percent (65%) of its members residing in the City of Sammamish. A minimum of fifteen percent (15%) of the time available at District facilities, exclusive of District use, shall be reserved for these youth organizations that are not affiliated with the Parks Department and whose members reside in the City and/or District.

Field allocation will be documented annually by the number of teams and level of participation verified by team rosters with player names and addresses.

(2) City of Sammamish Adult Organizations:

Adult organizations who have a minimum of sixty-five percent (65%) of its members residing or working in the City of Sammamish.

(3) Other Youth Organizations:

Youth organizations where sixty-five percent (65%) or less of the members reside outside the City of Sammamish.

(4) Other Adult Organizations:

Adult organizations where sixty-five percent (65%) or less of the members reside outside the City of Sammamish.

#### SECTION 4: Joint Improvements & Renovations

- a. The District reserves the right to improve, renovate and install equipment on District owned and operated fields as necessary to support its academic, and/or athletic programs without restriction. The District will keep the City informed of significant improvements prior to their occurrence.
- b. For all District-owned property leased and operated by the City, the District may propose District funded improvements. The design, plans, specifications, type of construction, safety features, placement and maintenance costs shall be submitted to the City for review and approval. The City shall not unreasonably withhold its approval of such District-initiated efforts.
- c. For all City-initiated improvements and City-initiated equipment installation on District property under this Agreement, the design, plans, specifications, type of construction, safety features, placement and maintenance requirements are subject to written approval from the District prior to any development, construction, or installation by the City. The District shall not unreasonably withhold its approval of such City-initiated efforts.
- d. The cost of maintaining and operating such facilities, and the improvements and equipment installations thereon, shall be mutually agreed to by the City and District and further the City and District agree to maintain such areas in good condition during the periods of their respective responsibility.
- e. Any City initiated renovations and improvements to District owned facilities will be coordinated with the applicable school principal and the District's Director of Support Services. Care will be taken to ensure renovation activities do not unreasonably interfere with the educational environment of the school and do not close facilities critical to the school, school activities, school recess, lunch periods, physical education and/or athletic program requirements.

#### SECTION 5: Fees and Charges

- a. The City may charge rental fees to community users of District-owned athletic facilities to cover any administrative and maintenance costs which the District or City may incur. Any additional fees and costs shall be assessed only after consultation with the District and consistent with District Policy.

#### SECTION 6: Security

- a. Except as provided below in this section, the District shall provide general site security for the outdoor facilities at the school to the same extent it does for all District facilities. In the event the City enters into a long-term lease with the District for District owned fields and facilities, the City shall assume security requirements similar to that found at other city-operated parks. However, school personnel shall remain responsible for the proper supervision and protection of students under their care.
- b. Security, parking control, and crowd control are the responsibilities of the user of the property. The user shall assure the City that all vehicles are kept off District fields and away from unauthorized places. The user shall ensure that good order is maintained at all

times. For District owned and operated property, the user shall also certify in writing to the City that his/her group will comply with all of the District's policies which prohibit tobacco, smoking, alcoholic beverages and weapons. The users assume full responsibility for the conduct of persons involved in the user's activity or who are on the property with the consent of, at the invitation of, or as result of his/her group's activity. Such responsibility also includes the cost of repair to or replacement of property damaged or destroyed by the act or omissions of the users, their agents, or invitees. Either the City or District may require, as a condition of use, the hiring of security personnel and/or commissioned police officers.

- c. Security of gate and locks are also the responsibility of the party using the District facility. Users shall be notified that they may be assessed an extra fee for any gates and/or locks left unsecured after their use. This provision shall not apply when District or City staff is present to supervise the security of the facility.
- d. The City will ensure adequate supervision of community user groups utilizing school facilities under this Agreement in order that regular school activities are not compromised.

#### SECTION 7: Clean-up and Maintenance

- a. Trash and garbage cleanup of facilities is the responsibility of the party using the property. The user shall ensure that fields, gymnasiums and other facilities are left clean immediately after use. Extra trash and garbage pickup fees may be assessed by the City for any third party using the property and not leaving it in a clean condition. If a facility is not left in a clean condition suitable for use by the District, the District may accomplish the cleaning and charge the City.
- b. All user-owned equipment, materials, and gear shall be removed from the site after each use, unless prior arrangements have been made with the City and District. Failure to do so may result in the City or District removing and storing the equipment with the cost of the removal and storage being assessed to the user.
- c. For District owned and operated fields and facilities, the District is responsible for the primary maintenance to the standard traditionally provided to serve its educational and athletic programs. The City may augment the District's maintenance program for these sites.

#### SECTION 8: Advertising

- a. No permanent advertising will be allowed under this Agreement unless agreed to by both parties on a case-by-case basis.

#### SECTION 9: Annual Meeting

- a. For each school operating under this Agreement, a District representative, a school site representative, and a representative of the City will meet at least once a year prior to May 1 to establish a joint use scheduling calendar for the next year. The calendar will allocate blocks of time throughout the day, week and year for use by each party, in accordance with the priorities established by District Policy.

#### SECTION 10: Conflict Resolution

- a. If either party believes that the other party is not fulfilling the performance obligations established by this Agreement, that party shall give written notice of its complaint to the other party. The party receiving the complaint shall, within 15 calendar days, correct the situation and confirm the correction in writing or reject the complaint explaining the mitigating circumstances and why a remedy cannot be achieved.
- b. If the City and District representatives are unable to resolve the complaint, the District's Director of Support Services and the City's Director of Parks and Recreation shall meet to resolve the complaint. If they are unable to do so, the issue shall be referred to the District's Superintendent and the City Manager for resolution.

#### SECTION 11: Term of Agreement

- a. The first term of the joint operation program described in this Agreement is considered a pilot program. It enables the parties to try out the arrangement and evaluate whether it works to each party's satisfaction. The first term of the Agreement shall be three (3) years commencing upon execution of this Agreement by both parties. At any time during this first term, or the option periods referenced below, either party may terminate the Agreement by providing the other party three (3) months written notice.
- b. Contingent upon the satisfactory results of a joint evaluation of the pilot program, the District and City shall have the option of mutually extending the Agreement, and any amendments mutually agreed to by the parties, for an additional four (4) years. The terms and conditions of this Agreement may be modified by mutual consent to reflect changed conditions and/or experiences. The parties may also, by mutual consent, extend the Agreement a second time by an additional five (5) years. The exercise of the option periods shall be accomplished 180 days prior to termination of the existing term. All extensions of the Agreement shall be in writing executed by both parties.
- c. If the parties fail to mutually extend this Agreement as set forth in subsection 11b, and neither party has terminated the Agreement, the terms of this Agreement, or such other terms as the parties have agreed upon in writing, shall be renewed automatically for one-year periods thereafter unless terminated by either party in the manner provided in this Agreement.
- d. Should the Agreement be terminated prior to the expiration of the current or a future Agreement period, the terminating party will be responsible for reimbursing the terminated party for any improvements made by the terminated party to the terminating party's property. The reimbursement shall be based on the straight line depreciated value of the improvement unadjusted for inflation based on the following schedule:
  - i Field improvements: 10 year schedule
  - ii Equipment improvements: 5 year schedule
  - iii Building construction: 40 year schedule

#### SECTION 12: Operating Rules

- a. The District and the City shall jointly promulgate site operating rules consistent with adopted District policies, regulations, procedures and adopted City ordinances, policies and resolutions to ensure the safety and welfare of all site users.

SECTION 13: Indemnification and Insurance

a. District Property Leased to City.

The City agrees to protect, defend, indemnify, and save harmless the District, its officers, employees, and agents from any costs, claims, judgments, and/or awards for damages, arising out of or in any way resulting from the use, maintenance or operation of District-owned facilities that are being leased by the City, except for (i) injury or damage attributable to the sole negligence of the District, or (ii) where the District is using such facilities pursuant to a District sponsored or controlled program and such injury or damage is not attributable to some act or omission of the City. In the event the District incurs any judgment, award and/or cost arising there from, including attorneys' fees to enforce the provisions of this article, all such fees, expenses and costs shall be recoverable from the City.

b. District Property Not Leased to City.

This subsection shall apply to incidents that occur at District-owned facilities that are not being leased by the City.

(1) The City agrees to protect, defend, hold harmless, indemnify, and defend the District, its officers, employees, and agents from any costs, claims, judgments, awards or liability for damage arising out of or in any way resulting from the use, maintenance or operation of District-owned facilities that are not being leased by the City when such facilities are being, or have been, used pursuant to a City program or assignment as contemplated in this Agreement, except where (i) such injury or damage arises out of, or is a result of, a District sponsored or controlled activity on the premises, (ii) where such injury or damage is not attributable to some act or omission of the City, or (iii) the injury or damage is attributable to some act or omission of the District. In the event the District incurs any fees, expenses and/or costs, including reasonable attorney's fees, to enforce the provisions of this article, all such fees, expenses and costs shall be recoverable from the City.

(2) The District agrees to protect, defend, hold harmless, indemnify, and defend the City, its officers, employees, and agents from any costs, claims, judgments, awards or liability for damage caused by any act or omission by the District that arises out of the use, maintenance or operation of District-owned facilities that are not being leased by the City when community users are using such facilities pursuant to a City program or assignment as contemplated in this Agreement, where such injury or damage is not attributable to some act or omission of the City. In the event the City incurs any fees, expenses and/or costs, including reasonable attorney's fees, to enforce the provisions of this article, all such fees, expenses and costs shall be recoverable from the District.

c. City Property Leased to District.

The District agrees to protect, defend, indemnify, and save harmless the City, its officers, employees, and agents from any costs, claims, judgments, and/or awards for damages, arising out of or in any way resulting from the use, maintenance or operation of City-owned facilities that are being leased by the District, except for (i) injury or damage attributable to the sole negligence of the City, or (ii) where the City is using such facilities pursuant to a City sponsored or controlled program and such injury or damage is not attributable to some act or omission of the District. In the event the City incurs any judgment, award and/or cost arising there from, including attorneys' fees to enforce the provisions of this article, all such fees, expenses and costs shall be recoverable from the District.

d. City Property Not Leased to District.

This subsection shall apply to incidents that occur at City-owned facilities that are not being leased by the District.

(1) The District agrees to protect, defend, hold harmless, indemnify, and defend the City, its officers, employees, and agents from any costs, claims, judgments, awards or liability for damage arising out of or in any way resulting from the use, maintenance or operation of district-owned facilities that are not being leased by the District when such facilities are being, or have been, used pursuant to a District program or assignment as contemplated in this Agreement, except where (i) such injury or damage arises out of, or is a result of, a City sponsored or controlled activity on the premises, (ii) where such injury or damage is not attributable to some act or omission of the District, or (iii) the injury or damage is attributable to some act or omission of the City. In the event the City incurs any fees, expenses and/or costs, including reasonable attorney's fees, to enforce the provisions of this article, all such fees, expenses and costs shall be recoverable from the District.

(2) The City agrees to protect, defend, hold harmless, indemnify, and defend the District, its officers, employees, and agents from any costs, claims, judgments, awards or liability for damage caused by any act or omission by the City that arises out of the use, maintenance or operation of City-owned facilities that are not being leased by the District when community users are using such facilities pursuant to a District program or assignment as contemplated in this Agreement, where such injury or damage is not attributable to some act or omission of the District. In the event the District incurs any fees, expenses and/or costs, including reasonable attorney's fees, to enforce the provisions of this article, all such fees, expenses and costs shall be recoverable from the City.

SECTION 14: Insurance:

- a. District Liability Coverage. This Section shall apply: (1) when the District is using District-owned facilities leased by the City under a separate Agreement that references and incorporates this Agreement, and (2) to liabilities or incidents arising out of acts or omissions by the District from the use, maintenance or operation of District-owned facilities that are not being leased by the City when community users are using such facilities pursuant to a City program or assignment as contemplated in this Agreement, where such injury or damage is not attributable to some act or omission of the City.

(1) Nature of Coverage.

- (a) The District shall maintain commercial general liability coverage or shall obtain a coverage agreement through a Risk Pool authorized by Chapter 39.34 RCW which shall provide liability coverage to the District for the liabilities contractually assumed by the District in this Agreement, and arising out of the activities pertaining to this Agreement.
  - (b) By requiring such liability coverage, the District shall not be deemed to, or construed to, have assessed the risks that may be applicable to the City in this Agreement. The City shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits or broader coverage than is herein specified.
- (2) Scope and Limits of Liability Coverage. Coverage shall be at least as broad as:
- (a) General Liability: Insurance Services Office form number (CG00 01 Ed. 1188) Covering Commercial General Liability, with a limit of not less than: \$5,000,000 combined single limit per occurrence, \$5,000,000 aggregate.  
  
The policy or coverage agreement shall include but not be limited to:
    - (i) coverage for premises and operations;
    - (ii) contractual liability (including specifically liability assumed herein);
    - (iii) Employers Liability or "Stop-Gap" coverage.
  - (b) Automobile Liability: Insurance Services Office form number (CA 00 01 Ed. 12-90) Covering Business Automobile Coverage, symbol 1 "any auto"; or the combination of symbols 2,8, & 9 for a limit of not less than \$1,000,000 combined single limit per occurrence.
  - (c) Workers' Compensation: Workers' Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, statutory limits.
- (3) Deductibles and Self-Insured Retentions. Any deductible and/or self-insured retention shall be the sole responsibility of the District.
- (4) Other Provisions. The coverages required by this Agreement are to contain or be endorsed to contain the following provisions where applicable.
- (a) Liability Coverages. To the extent of the District's negligence as herein assumed, the District's liability coverage shall be primary coverage as respects the City, its officers, officials, employees, and agents. Any insurance and/or self insurance maintained by the City, its officers, officials, employees, and agents shall not contribute with the District's coverage or benefit the District in any way.
  - (b) All Policies and Coverage Agreements. Coverage shall not be suspended, voided, canceled, materially reduced in coverage or in limits except by the reduction of the applicable aggregate limit by claims paid, until after forty-five (45) days prior written notice, sent by registered mail, has been given to the City.

- (c) Acceptability of Insurers. Unless otherwise accepted by the City, insurance coverage is to be placed with a Risk Pool authorized by Chapter 39.34 RCW or insurers with a Best's rating of no less than A: VIII, or, if not rated by Best's, with minimum surplus the equivalent of Best's surplus size VIII.
  - (d) Verification of Coverage. The District shall furnish the City with certificates of coverage. The certificates for each policy or coverage agreement are to be signed by a person authorized to bind coverage. The certificates are to be received and accepted by the City prior to the commencement of activities associated with this Agreement. Acceptance hereunder shall be presumed unless otherwise notified by the City. The City reserves the right to require complete certified copies of the pertinent parts of applicable policies at any time.
- b. City Liability Coverage. This Section shall apply in all circumstances when the City is leasing, using or operating District-owned facilities or assigning the right to use such facilities to members of the community.

(1) Nature of Coverage.

- (a) The City shall maintain commercial general liability coverage or shall maintain liability coverage via the City's self-insurance program for the liabilities contractually assumed by the City in this Agreement, and arising out of the activities pertaining to this Agreement.
- (b) By requiring such liability coverage, the District shall not be deemed to, or construed to, have assessed the risks that may be applicable to the City in this

Agreement. The City shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits or broader coverage than is herein specified.

(2) Scope and Limits of Liability Coverage. Coverage shall be at least as broad as:

- (a) General Liability: Insurance Services Office form number (CG00 01 Ed. 1188) Covering Commercial General Liability, with a limit of not less than: \$5,000,000 combined single limit per occurrence, \$5,000,000 aggregate.

The policy or coverage shall include but not be limited to:

- (i) Coverage for premises and operations;
- (ii) Contractual liability (including specifically liability assumed herein);
- (iii) Employers Liability or "Stop-Gap" coverage.

- (b) Automobile Liability: Insurance Services Office form number (CA 00 01 Ed. 12-90) Covering Business Automobile Coverage, symbol 1 "any auto"; or the combination of symbols 2, 8, & 9 for a limit of not less than \$1,000,000 combined single limit per occurrence.
- (c) Workers' Compensation: Workers' Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, statutory limits.

- (3) Deductibles and Self-Insured Retentions. Any deductible and/or self-insured retention shall be the sole responsibility of the City.
- (4) Other Provisions. The coverages required by this Agreement are to contain or be endorsed to contain the following provisions where applicable.
- (a). Liability Coverages. To the extent of the City's negligence as herein assumed, the City's liability coverage shall be primary coverage as respects the District, its officers, officials, employees, and agents. Any insurance and/or self insurance maintained by the District, its officers, officials, employees, and agents shall not contribute with the City's coverage or benefit the City in any way.
- (b). All Policies and Coverage Agreements. Coverage shall not be suspended, voided, canceled, materially reduced in coverage or in limits except by the reduction of the applicable aggregate limit by claims paid, until after forty-five (45) days prior written notice, sent by registered mail, has been given to the District.
- (c). Acceptability of Insurers. Unless otherwise accepted by the District and if the City obtains commercial insurance, insurance coverage is to be placed with insurers with a Best's rating of no less than A: VIII, or, if not rated by Best's, with minimum surplus the equivalent of Best's surplus size VIII.
- (d). Verification of Coverage. The City shall furnish the District with certificates or other proof of coverage required by this Agreement. The certificates for each policy or coverage are to be signed by a person authorized to bind coverage. The certificates are to be received and accepted by the District prior to the commencement of activities associated with this Agreement. Acceptance hereunder shall be presumed unless otherwise notified by District. The District reserves the right to require complete certified copies of the pertinent parts of applicable policies at any time.

SECTION 15: Assignment

- a. Neither party will assign or sublet its rights or responsibilities under this Agreement without the written authorization of the other party. Written authorization shall not be withheld unreasonably.

SECTION 16: Severability

- a. If any term or clause of this Agreement is held invalid or unenforceable, the remainder of the Agreement will not be affected, but shall continue in full force.

SECTION 17: Notice

- a. Each notice or other communication which may be or is required to be given under this Agreement, shall be in writing and shall be deemed to have been properly given when delivered personally during normal working hours to the party to whom such communication is directed, or three (3) working days after being sent by regular mail, to the following addresses:





# INTERLOCAL AGREEMENT BETWEEN MARYSVILLE SCHOOL DISTRICT NO. 25 AND THE CITY OF MARYSVILLE REGARDING THE COOPERATIVE USE OF FACILITIES, EQUIPMENT, AND PERSONNEL

## SECTION 1. PARTIES

This Interlocal Agreement (hereinafter “Agreement”) is entered into by and between the *Marysville School District No. 25, a Washington municipal corporation*, (hereinafter “District”) and the *City of Marysville, a Washington municipal corporation*, (hereinafter “City”) having its principal place of business at *1049 State Street, Marysville, Washington 98270*.

## SECTION 2. RECITALS

WHEREAS, *the Marysville School District No. 25* provides educational services to the residents in and around the *City of Marysville* and *owns and operates* facilities located in *and around the City of Marysville*; and

WHEREAS, the *City of Marysville* provides municipal services to residents in and around the *City of Marysville*; and

WHEREAS, the *Marysville School District No. 25* and the *City of Marysville* desire to formalize an operational framework that will encourage and promote the coordination and usage of the facilities and resources of both entities; and

WHEREAS, pursuant to the powers accorded to *the Marysville School District No. 25* and the *City of Marysville* by RCW Chapter 39.34, the School District and the City possess the authority to execute an intergovernmental cooperation agreement for this purpose;

NOW, THEREFORE, in consideration of the mutual benefits of this agreement, the parties agree as follows:

## SECTION 3. TERMS AND CONDITIONS

3.1 The Superintendent of *the Marysville School District* and Mayor of the *City of Marysville* or *their designees* are hereby authorized to execute one or more letters of understanding or *use agreements* that, by this reference, shall become a part of this agreement, provided that such letters are signed by both parties and reference this interlocal agreement. The letters of understanding shall address issues relating to sharing facilities and resources controlled or owned by the parties. The letter(s) of understanding or *use agreements* may address *matters that* include, but are not limited to, the following:

- Use of facilities, equipment, personnel
- Access to facilities, equipment, personnel
- Charges, costs, or fees
- Site improvements
- Maintenance responsibilities
- Duration of use or access
- Time and dates of use or access

#### **SECTION 4. INDEMNIFICATION**

4.1 Each party agrees to and shall defend, indemnify and hold harmless the other party, its officials, officers, agents and employees from and against any and all claims, losses, damages, judgments, or liabilities of whatever nature, including any portion thereof, arising from or related to the indemnifying party's acts, omissions or performance under this Agreement. It is the intent of the parties that each party be responsible for its own actions occurring under this agreement. *Nothing in this agreement shall require either party to hold harmless or defend the other party, its elected and appointed officials, officers, employees and agents from claims arising from the sole negligence of the other party its elected and appointed officials, officers, employees and agents.*

4.2 This section shall survive termination of this agreement.

#### **SECTION 5. INSURANCE**

5.1 The City shall obtain and maintain personal injury and property damage liability insurance in an amount not less than *TWO MILLION AND NO/100 DOLLARS (2,000,000)* per occurrence, annual aggregate.

5.2 The District shall obtain and maintain personal injury and property damage liability insurance in an amount sufficient to cover the District's responsibilities and liabilities under this Agreement, but not less than *TWO MILLION AND NO/100 DOLLARS (2,000,000)* per occurrence, annual aggregate.

#### **SECTION 6. DURATION/TERMINATION/MODIFICATION**

6.1 The duration of this agreement is from 10/15/04 through 12/31/04 and from January 1 through December 31 of every year renewing automatically for a one year period, unless terminated by either party by 90 days written notice, with or without cause, prior to the end of the year or with shorter notice by mutual consent. This agreement may be modified by mutual written agreement of the parties.

#### **SECTION 7. DISPUTE RESOLUTION**

7.1 In the event of any dispute or difference arising by reason of this Agreement or any provision or term thereof or the use of and/or payment for any facility for the purpose of this

Agreement, the dispute or difference shall be resolved jointly by the *Mayor* and the Superintendent of the District or *their designates*. Such decision shall be arrived at as expeditiously as possible.

7.2 *In the event it is necessary for either party to utilize the services of an attorney to enforce any of the terms of this Agreement, such enforcing party shall be entitled to compensation for its reasonable attorney's fees and costs. In the event of litigation regarding any terms of this Agreement, the substantially prevailing party shall be entitled, in addition to other relief, to such reasonable attorney's fees and costs as determined by the Court.*

#### **SECTION 8. THIRD PARTY BENEFICIARIES**

8.1 There are no third party beneficiaries to this Agreement, and this Agreement shall not be interpreted to create such rights.

#### **SECTION 9. ENTIRE AGREEMENT**

9.1 *This agreement represents the entire integrated Agreement between the parties and supercedes all prior negotiations, representations or agreements, either written or oral, with regard to activities within the scope of this agreement that occur subsequent to the execution of this agreement.*

#### **SECTION 10. GENERAL PROVISIONS**

10.1 *The waiver by either party of the breach of any provision of this Agreement by the other party must be in writing and not operate nor be construed as a waiver of any subsequent breach by such party.*

10.2 *Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provisions of this Agreement and any statute, law, public regulation or ordinance, the latter shall prevail, but in such event, the provisions of this Agreement affected shall be curtailed and limited only the extent necessary to bring it within legal requirements.*

10.3 *This agreement shall be filed with the Snohomish County Auditor's Office pursuant to RCW 39.34.040 and with the Secretary of the District's Board of Directors.*

10.4 *This Agreement has been submitted to the scrutiny of all parties and their counsel, if desire, and it shall be given a fair and reasonable interpretation in accordance with its words, without consideration or weight given to its being drafted by any party or its counsel. All words used in this singular shall include the plural; the present tense shall include the future these; and the masculine gender shall include the feminine and neuter gender.*

10.5 *The parties hereby agree that authorized representatives of the parties shall have access to any books, documents, paper and record of the other party, which are pertinent to this Agreement and not privileged or otherwise exempt from disclosure, for the purposes of making audits, examinations, excerpts and transcriptions. All such records and all other records pertinent to this Agreement shall be retained by the parties for a period of three years after the final expiration date of this Agreement or any amendments hereto, unless a longer period is required to resolve audit, findings*

or litigation. In such cases, the parties may expressly agree by an amendment or separate agreement for such longer period for record retention.

10.6 The parties shall not assign this Agreement or any interest, obligation, or duty herein without the express written consent of the other party.

10.7 All notices and payments shall be made to

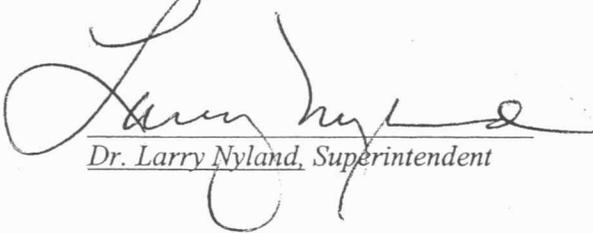
Name	City of Marysville Marysville Parks & Recreation Director	Marysville School District #25
Address:	6915 Armar Rd Marysville WA 98270	
Phone:	360-651-5085	
Mailing address if different		

10.8 This agreement shall be effective upon the duly authorized signatures of the parties' representatives.

10.9 This agreement shall be filed in the office of the Snohomish County Auditor and the Washington Secretary of State within thirty (30) days of its effective date.

Dated this 15<sup>th</sup> of October, 2004

MARYSVILLE SCHOOL DIST. NO. 25

  
Dr. Larry Nyland, Superintendent

CITY OF MARYSVILLE

  
Dennis Kendall, Mayor

**Seattle Public Schools  
Property Management Office  
LEASE EXTENSION AGREEMENT**

Contract No: RF

School: Madison

Date: July 5, 2011

THIS AGREEMENT is made between the SEATTLE SCHOOL DISTRICT #1, (hereinafter called "Landlord"), and YMCA, a non-profit corporation (hereinafter called "Tenant") regarding the Office (Room L112), Library, Gym, and classrooms assigned by the School Principal (the "Premises"), a portion of the building and land commonly called Madison Middle School, located at 3429 45<sup>th</sup> SW, Seattle, WA 98116, on the real property legally described on Exhibit A of Lease Agreement dated June 10, 2010.

WHEREAS, Landlord and Tenant entered into a Lease dated June 10, 2010, herein incorporated by this reference; and,

WHEREAS, Landlord and Tenant wish to extend the provisions and terms of that Lease;

NOW, THEREFORE, Landlord and Tenant agree as follows:

1. The term of the Lease is renewed as of September 1, 2011 ("Commencement Date"), and shall terminate on August 31, 2012 ("Termination Date"), and be limited to the following days and hours of use:

**Exclusive use:** Office (Room L112)  
School Year:  
Monday–Friday 7 a.m. to 7 p.m.

**Non-exclusive use:** Library, Gym and classrooms assigned by and at the sole discretion of the School Principal  
School Year: Monday-Friday, 7 p.m. to 7 p.m.

**Legal holidays are excluded**

Requests for access to the Premises during Legal Holidays, those days or hours not specified herein shall be submitted in writing and approved by the School Building Principal or Program Manager. The approval shall be submitted by Tenant to the Seattle School District's Property Management Office at least TEN (10) working days in advance. Such requests shall be assessed by the School Principal on a case-by-case basis. Tenant agrees to pay all applicable charges for such additional uses if approved.

2. The value of the base rent for the Premises is established at \$ 1,370.00 per month from September 1, 2011 through August 31, 2012. In consideration of the program alignment services to be provided by Tenant to Landlord, Landlord agrees to provide the Premises to Tenant free of the base rent stated herein, however, such free rent is contingent on Tenant's compliance of the requirements and performance of the services stated herein in this section.

Tenant is required to perform the services and criteria as stated in the Modified Attachment 2 (Summary of Outcomes and Criteria), a copy of which is attached and incorporated as part of this Lease Agreement. In addition, Tenant is required to successfully obtain an occupancy permit from Department of Planning and Development (DPD) and a childcare license from Department of Social and Health Services (DSHS) within 90 days of the Commencement Date of this Lease. Tenant agrees to pay the base rent established in this section for all periods during which it fails to fulfill the requirements stated herein.

3. If Tenant chooses to operate during Landlord's designated school vacations (such as winter, mid-winter and spring break), early dismissals, summer vacation, legal holidays and other school closure days and if heat, air-conditioning or custodial staffing is required during these days due to Tenant's operation, Tenant agrees to pay for the heating/cooling and custodial staffing costs. Such costs are indicated in the Modified Exhibit D (FY 2011-2012 Holiday/Vacation Schedule and Charges) attached herein.
4. This Lease shall be subject to cancellation by Landlord prior to the Lease Termination Date upon 90 days notice. Tenant shall give Landlord 90 days written notice in advance in the event Tenant wishes to terminate this Lease prior to the expiration of this Lease without being charged an early termination penalty.
5. If Tenant terminates this Lease prior to the expiration of this Lease without giving the full 90-day written notice to Landlord, Tenant agrees to pay Landlord the base rent as established in Section 2 above in this Lease Extension, prorated for each day of late notice. For example, if this Lease expires on August 31, 2012, Tenant gives its notice of early termination on July 10, 2012, Tenant shall pay Landlord 38 days of base rent.
6. Any of the other provisions of the subject Lease not modified in writing shall remain in full force and effect.

Landlord:

SEATTLE SCHOOL DISTRICT NO. 1

By Ronald J. English

Its PROPERTY MANAGER

Date 9/9/11

Tenant:

YMCA OF GREATER SEATTLE

By [Signature]

Its SVP & CFO

Date 8-24-2011

STATE OF WASHINGTON )

)

COUNTY OF KING )

ss.

I certify that I know or have satisfactory evidence that GLENN H. TSUGAWA is

the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the ZVP/CFO of YMCA OF GREATER SEATTLE, a corporation, to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated this 24<sup>th</sup> day of AUG, 20011.



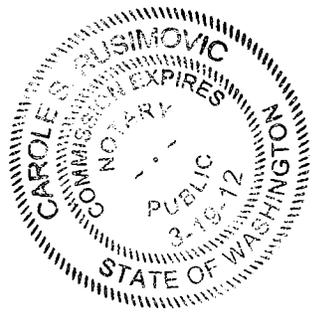
[Signature]  
(Signature of Notary)

(Legibly Print or Stamp Name of Notary)  
Notary public in and for the State of Washington,  
residing at SEATTLE  
My appointment expires 02-07-2015

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that Ronald J. English is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the Property Manager of SEATTLE SCHOOL DISTRICT NO. 1, a Washington municipal corporation, to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated this 9<sup>th</sup> day of Sept., 2011.



Carole S. Rusimovic  
(Signature of Notary)  
Carole S. Rusimovic  
(Legibly Print or Stamp Name of Notary)

Notary public in and for the State of Washington,  
residing at Auburn, WA  
My appointment expires: 3/19/2012

## Appendix C – Sample Inventory Tool<sup>1</sup>

Facility Name	Multi-purpose Room	Basketball Court	Soccer Field	Baseball Field	Indoor Track	Covered Picnic Area	Tennis Court	Total Occupancy	Security Deposit	Fees
Facility A	5	2	1	1	1			125	\$100	\$20/hr for residents & nonprofit; \$25/hr for others
Facility B										
Facility C										
Facility D										
Facility E										

<sup>1</sup> Adapted from City of Des Moines, WA with thanks to Sue Anderson.