

APPENDIX A: TASK FORCE MEMBERS

APPENDIX A: PHYSICAL ACTIVITY TASK FORCE MEMBERS

| | |
|------------------------|----------------------------------------------------------|
| Joel Aune | Washington Association of School Administrators |
| Bernal Baca | Commission on Hispanic Affairs |
| Quena Bates | Trust for Public Land |
| Douglas Baxter-Jenkins | Virginia Mason Franciscan Health |
| Deb Brock | Spokane Youth Sports |
| Walter Chimal | Boys & Girls Club |
| Sarneshea Evans | Trust for Public land |
| Lydia Faitalia | Commission on Asian Pacific American Affairs |
| Jay Gainer | Baseball Advantage |
| DJ Garza | Wahluke School District |
| Bookie Gates | Baseball Beyond Borders |
| Frank Gonzales | Kalispel Tribe |
| Cindy Green | Spokane Regional Health District |
| Mick Hoffman | Washington Interscholastic Activities Association (WIAA) |
| Walter J. Kendricks | Commission on African American Affairs |
| Azeem Khan | NW Cricket League |
| Trang Lam | Camas Parks & Recreation |
| Jude LaRene | DiscNW |
| Sarah Margeson | King County Parks |
| Jason Naranjo | University of Washington School of Education |
| Julie Parascondola | City of Kent Parks Recreation and Community Services |
| Marissa Rathbone | Washington State School Directors' Association |
| Kyle Rodeheaver | Washington Youth Soccer |
| Susan Schwiesow | Moses Lake Parks, Recreation & Cultural Services |
| Warren Stevens | Lower Elwha Klallam Tribe |
| Roz Thompson | Association of Washington School Principals |
| Ken Turner | Office of Superintendent of Public Instruction |
| Chris Zipperer | Washington State Department of Health |

APPENDIX B: METHODS

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INTERVIEWS AND MEETING RECORDINGS

Five task force meetings were recorded on Zoom and transcribed. Twenty-four interviews were conducted with task force members and other stakeholders. These meetings also were recorded on Zoom and transcribed. These recordings, along with notes from task force meetings, were uploaded and analyzed in Nvivo, a qualitative analysis software.

LITERATURE REVIEW

The literature review for this project included national research on physical activity, shared use, and shared-use best practices and toolkits. It also included Washington State data on physical activity and youth outcomes as well as local reports on shared use, schools as community assets, and state agency grant programs.

SURVEY METHODS

Washington Hometown conducted a survey of sports fields and courts in Washington State using a mixture of surveys, phone calls, airphoto inventory, and Web research. The survey was used to create a dataset of fields and facilities for schools and local parks. The survey launched in August 2021 and concluded in October 2021.

A summary of all collected data is presented below and in a map application produced by ESRI. This section provides a quick overview on the data provided. ESRI created an interactive map to display the data. The map only displays the surveyed data and does not analyze whether or not there is equitable access to any of the facilities data. For example, who in the community truly has access to the facilities? Is there a safe walking route or public transportation? These are important questions that should be asked by local communities using the data.

SCHOOLS DATA COLLECTION

A survey of all 295 school districts within the state per the Office of Superintendent of Public Instruction resulted in data on 2,146 schools. Outdoor fields and courts (including surface type and lighting), indoor gyms and courts, swimming pools, and stadiums were inventoried at each school. The survey also created a dataset for schools about shared-use agreements, allowed facility users (is it open to the public or not), and scheduling rules.

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Community-use information is available for kindergarten through high schools and shows whether or not there is a known joint-use agreement or other community-use policy (likely a 4260 board policy that encourages community use), school staff-determine use, or no community-use policy.

APPENDIX C: DATA SUMMARY

APPENDIX C: PHYSICAL ACTIVITY TASK FORCE SCHOOLS, PARKS, ATHLETIC FIELDS, AND FACILITIES DATA SUMMARY

COMMUNITY USE POLICY DATA

| Category | Schedule | Percent of Total |
|----------------------------|--------------|------------------|
| Other Community Use Policy | 1225 | 57% |
| JUA identified | 602 | 28% |
| School staff | 259 | 12% |
| Not identified/no policy | 50 | 3% |
| Total | 2,146 | |

ALLOWED USERS DATA

| Category | Schedule | Percent of Total |
|----------------------------|--------------|------------------|
| Students and Youth Leagues | 34 | 1.5% |
| General Public | 2,082 | 97% |
| Not indicated | 30 | 1.5% |
| Total | 2,146 | |

SCHEDULING DATA

- Can be scheduled: the field, court, or track can be reserved but occasional drop-in use is allowed.
- Must be scheduled: Advanced permission is required officially to use the field, court, or track. In many cases, the district does not worry about occasional drop-in use, but the rules officially require scheduling.

APPENDIX C: DATA SUMMARY

| Category | Schedule | Percent of Total |
|---------------------------|--------------|------------------|
| Must be/ Can be scheduled | 2,078 | 97% |
| Other | 68 | 3% |
| Total | 2,146 | |

PARKS DATA

Parks data included a similar fields and facilities inventory (with the exception of stadiums). Most of the parks data already was available, but updated with current information found online and an airphoto survey. In addition to fields and facilities data, the parks data includes 1,061 records organized into categories including the following:

- Community Center: Public community center
- Park: Sports fields or courts at a local or regional park
- Specialty Recreation Facility: Recreation center
- Sports Complex: Larger tournament facilities or multi-sport stadium
- Swimming Pool: Indoor and outdoor swimming pools

| Category | Number | Percent of Total |
|-------------------------------|--------------|------------------|
| Community Center | 77 | 7% |
| Park | 750 | 70% |
| Specialty Recreation Facility | 7 | 1% |
| Sports Complex | 102 | 10% |
| Swimming Pool | 123 | 12% |
| Total | 1,061 | |

APPENDIX C: DATA SUMMARY

FIELDS AND FACILITIES INVENTORY DATA

For schools and parks, the following types of facilities were surveyed:

- **Fields:** Total fields for each type of sport, organized by surface type (natural/grass or synthetic/turf) and fields with lights.
 - **Multipurpose fields:** Synthetic fields that had permanent markings for more than one sport, or natural fields with a stadium configuration (surrounded by a track) that could be used for either football or soccer, unless designated by the owning organization as exclusively for one sport.
 - **Softball, baseball, or baseball-softball:** Baseball fields were those 60 feet from the pitching mound to home plate at 90 feet between bases. Softball fields had 60 feet between bases and 40 feet or less from the pitching mound to home plate. Baseball-softball fields were either those that clearly had pitching mounds at either distances, or those that could accommodate either baseball or softball and did not have permanent plates or pitching mound.
 - **Soccer field:** Fields that were permanently marked for soccer or specifically designated by the owner as a soccer field.
 - **Practice Fields:** Well-defined rectangular areas that are the size of a single field, and open areas at schools and parks that are large enough to play a field sport such as soccer. Many fields that are used as soccer fields are identified as practice fields as they can serve more than one purpose. If the field has a backstop but not an infield, it is called a practice field, but the presence of the backstop is noted. Fields were counted as multiple sport fields when the area clearly was configured as such, or where they were divided.
- **Track**
- **Courts:** Data includes the number of indoor and outdoor courts
 - **Basketball:** Includes the number of full and half courts both inside (where the information was available) and outside. Some of these courts, particularly outdoor or at elementary schools, may not be full size. If a single gym could support multiple courts or games at one time, the total number of courts is included.

APPENDIX C: DATA SUMMARY

- Tennis includes lighting
- Pickleball
- Gyms: This includes the number of gyms and if they were multipurpose rooms.
 - Mat/wrestling rooms
 - Climbing walls in elementary schools (where the information was available).
- Swimming pools: For school districts, pools were added based on the Office of Superintendent of Public Instruction inventory unless they are managed separately (in which case they are mapped as schools in the database). The recreation database includes public and publicly accessible swimming pools.
- Stadium: Stadiums added based on the Office of Superintendent of Public Instruction facilities data.
- BMX and skate ramps. The recreation database includes public and publicly accessible BMX and skate ramps.

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SURVEY DATA: FIELDS

| | Multipurpose | | Football | | Baseball | | Softball | | Baseball-Softball | | Soccer | | Practice | | Track | |
|--------------------|--------------|------------|----------|------------|----------|------------|----------|------------|-------------------|------------|--------|------------|----------|------------|-------|------------|
| | Total | % of Total | Total | % of Total | Total | % of Total | Total | % of Total | Total | % of Total | Total | % of Total | Total | % of Total | Total | % of Total |
| Fields | 541 | | 112 | | 706 | | 1,555 | | 216 | | 358 | | 2,226 | | 464 | |
| Natural | 298 | 55% | 85 | 76% | 644 | 91% | 1,484 | 95% | 205 | 95% | 257 | 72% | 2,201 | 99% | 147 | 32% |
| Turf/ Synthetic | 243 | 45% | 27 | 24% | 62 | 9% | 71 | 5% | 2 | 1% | 101 | 28% | 12 | 1% | 317 | 68% |
| Lights | 254 | 47% | 56 | 50% | 140 | 20% | 231 | 15% | 33 | 15% | 70 | 20% | 29 | 1% | 149 | 32% |
| Scheduled | 407 | 75% | 100 | 89% | 324 | 46% | 411 | 26% | 76 | 35% | 125 | 35% | 1,046 | 47% | 363 | 78% |
| General Public | 408 | 75% | 92 | 82% | 310 | 44% | 397 | 26% | 78 | 36% | 122 | 34% | 1,059 | 48% | 394 | 85% |

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SURVEY DATA: COURTS

| Courts | Tennis | Percent of Total | Pickleball | Percent of Total | Racquetball |
|----------------|--------------|------------------|------------|------------------|-------------|
| Indoor | 50 | 2% | 125 | 51% | 3 |
| Outdoor | 2,002 | 98% | 118 | 49% | 9 |
| Lights | 326 | 16% | 0 | | 0 |
| Schedule | 159 | 8% | 15 | 6% | 0 |
| General Public | 219 | 11% | 18 | 7% | 0 |
| Total | 2,052 | | 243 | | 12 |

| Basketball Detail | Detail |
|-------------------|--------|
| Full-in | 2,262 |
| Half-in | 90 |
| Full-out | 654 |
| Half-out | 365 |

SURVEY DATA: OTHER

| Detail | Stadium | Mat Room | Indoor Pool | Outdoor Pool | Skate Park | BMX Ramps | Climbing Wall |
|----------------|---------|----------|-------------|--------------|------------|-----------|---------------|
| Inventory | 69 | 249 | 84 | 78 | 103 | 17 | 89 |
| Schedule | | 160 | | 18 | | | 50 |
| General Public | | 154 | | 17 | | | 48 |

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| Climbing Wall Detail | Detail |
|----------------------|--------|
| Small Wall | 83 |
| Large Wall | 4 |
| Climbing Rock | 2 |

For more information, please access the interactive map on the Recreation and Conservation Office's Web site.

APPENDIX D: SHARED-USE AGREEMENT EQUITY TEMPLATE

APPENDIX D: SHARED-USE AGREEMENT EQUITY TEMPLATE

MODEL JOINT USE AGREEMENT

ELEVATING PLAY EQUITY
THROUGH SHARED USE
OF PUBLIC FACILITIES

KING COUNTY PLAY EQUITY COALITION





ABOUT THIS DOCUMENT

The King County Play Equity Coalition is a collective impact approach to systems change. The Coalition is comprised of approximately 120 organizations across the sports and recreation, education, public health, and business sectors. Members include park agencies, community-based nonprofits, professional sports teams, sports leagues, school districts, and health care providers. In King County, only 20% of students participated in physical activity for 60+ minutes every day. When this data is disaggregated by gender and race, Black/African American (14%) and Latinx (12%) female youth have significantly lower rates of physical activity compared to their counterparts (Healthy Youth Survey 2018, 2018).

The State of Play: Seattle-King County 2019 report identified access to recreational facilities as a barrier limiting equitable youth access to physical activity. While the report notes 74% of the 19 school districts in King County have existing joint use agreements (JUA), interviews with municipal leader, community-based organizations, and public agencies noted those agreements could be strengthened.

In development of a model JUA, the team learned about the spectrum of shared use, read policy briefs, and reviewed toolkits from the National Partnership on Safe Routes to School, Change Lab Solutions, and the Childhood Obesity Prevention Coalition of Washington. They evaluated 4 model Joint Use Agreements developed by Change Lab Solutions¹ and the National Policy & Legal Analysis Network to Prevent Childhood Obesity and ultimately selected one to revise and integrate feedback into. The team clarified use of supplemental facilities such as lockers, restrooms, and storage, adjusted language to a collaborative approach, and recommended equity goals be noted in the agreement. This model can be applied to agreements between school district and local city government as well as third parties such as community-based organizations, youth leagues, and/or other recreation providers. The template addresses access, security, maintenance, scheduling, costs inclusive of insurance, and dispute resolution.

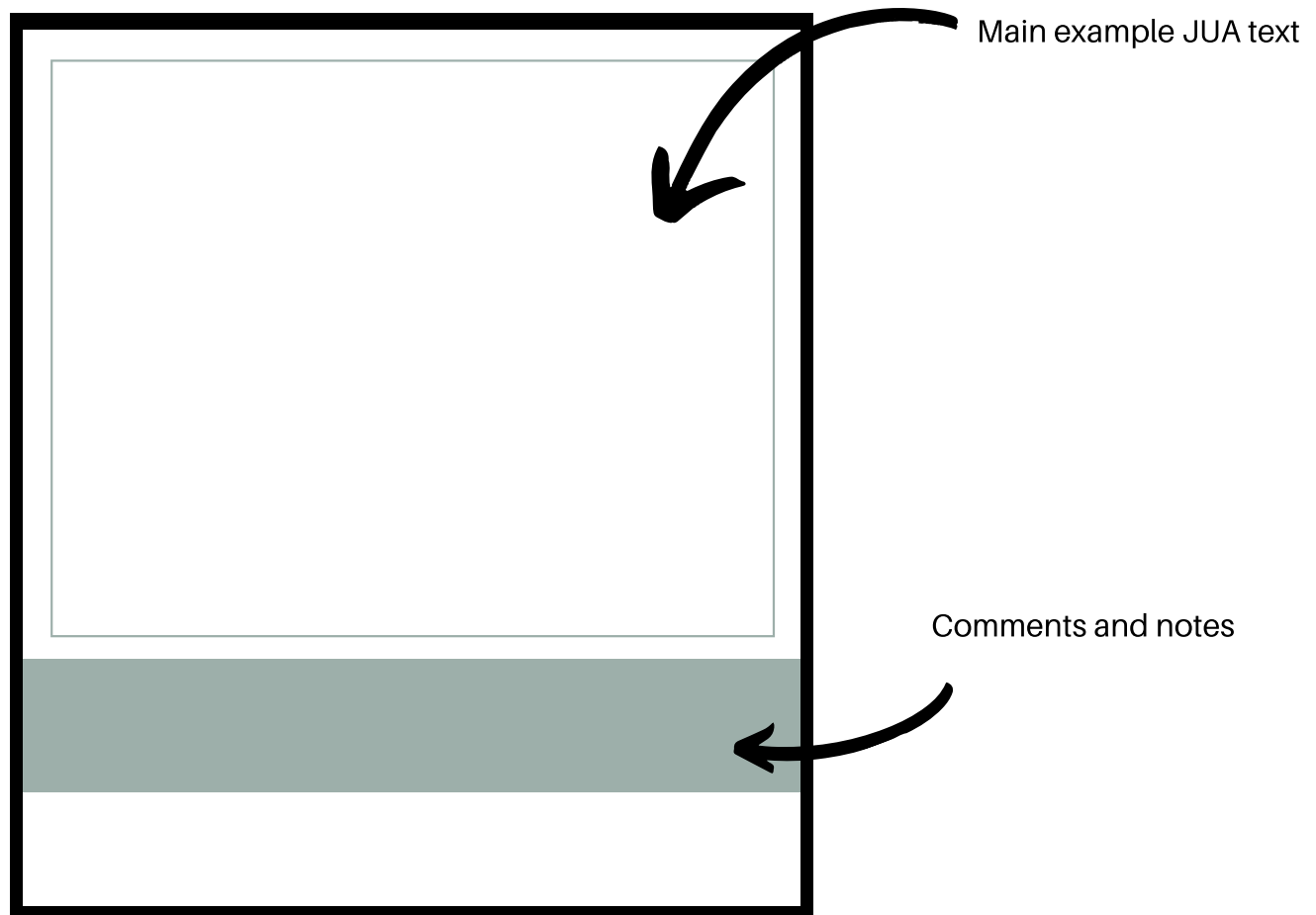
This JUA template will serve as a model that park agencies, school districts, and community-based organizations can utilize to strengthen existing JUAs and improve equity of access to facilities. The model includes pertinent Washington state laws and each party should also seek legal counsel to advise on relevant local policies in their process.

¹ These models were foundational to the guidance found in this document. <https://www.changelabsolutions.org/product/model-joint-use-agreement-resources>

HOW TO READ THE MODEL JUA

The model agreement provides comments explaining the different provisions in the agreement.

The language written in bold provides different options or explains the type of information that needs to be inserted in the blank spaces in the agreement



Joint Use Agreement 4: Joint Use of District and City Recreation Facilities

AGREEMENT BETWEEN THE _____ COUNTY SCHOOL DISTRICT (“DISTRICT”)
AND _____ CITY/COUNTY (“CITY”) FOR USE OF RECREATION FACILITIES

Recitals

WHEREAS, State Code section _____ authorizes/encourages school districts and cities to organize, promote, and conduct community recreation programs and activities to promote the health and general welfare of the community; and

WHEREAS, the District is the owner of real property in the City, including facilities and active use areas that are capable of being used by the City for community recreational purposes; and

WHEREAS, the City is the owner of real property in the City, including facilities and active use areas that are capable of being used by the District for school recreational purposes; and

WHEREAS, under appropriate circumstances, these publicly held lands and facilities should be used most efficiently to maximize use and increase recreational opportunities for the community with priority given to groups serving black, indigenous, youth of color and

WHEREAS, insert agency’s equity & social goals/policies related to facility access & use, ie. Priority given to community groups serving Black, Indigenous, People of color communities and youth.

WHEREAS, State Code section _____ authorizes the governing bodies to enter into agreements with each other to promote the health and general welfare of the community and contribute to enhance the recreational opportunities afforded to the children in the community.

Comments about “Recitals”:

Recitals are a preliminary statement in a contract or agreement explaining the reasons for entering into it, the background of the transaction, or showing the existence of particular facts. Traditionally, each recital begins with the word *whereas*, but that is not required.

To improve play equity via shared use agreements, it is important to collect demographic data of existing scheduled users. The team recommends public agencies gather data to identify disparities of access and inform development of goals to improve equity of access.

NOW, THEREFORE, the District and the City agree to cooperate with each other as follows:

1. Term

This Agreement will begin on _____ and will continue for a period of _____ years, *[and then shall be automatically renewed on a _____ basis]* unless sooner terminated as provided for hereinafter in Section 19.

Comments about “Term”:

The term is the duration of the Agreement. The Agreement should include a specific start and end date. The parties may want to include a provision allowing for automatic renewal of the Agreement.

2. Effective Date

This Agreement shall be effective upon _____ and upon inspection of affected property as described hereinafter in Section 3 by District and City officials.

Comments about “Effective Date”:

The effective date is the date upon which the Agreement will become operative. Often it is the date signed by the responsible officials.

Some school districts may be reluctant to open facilities for after-hour use, fearing property damage. The Agreement designates responsibility for damage repair in section 16. Both parties should inspect facilities before opening them to use to establish an understanding of the condition of the facilities prior to the Agreement.

3. Cooperative Agreement

As provided herein, the District and the City hereby agree to cooperate in coordinating programs and activities conducted on all their respective properties and in all their respective facilities listed on Attachment A (“District Property”) and Attachment B (“City Property”). The District and the City shall have the right to add or exclude properties during the term of this Agreement, provide that any such change shall be in writing and approved by both the District and the City. Reference to District Property or City Property in this Agreement shall include the facilities and the property upon which the facilities are located. As used in this Agreement, “Owner” shall mean the party to this Agreement that owns a particular property and/or facility covered by this Agreement, and “User” shall mean the other party using the Owner’s property and/or facility under the terms of this Agreement. “Public Access Hours” shall mean the hours during which the City or third parties use District Property.

4. Permitted Uses

Comments about “Permitted Uses”:

Generally, communities reserve use of each facility first to the Owner, then to the User, and then allow access to third parties based on a hierarchy of priorities.

The parties will determine how to allocate use of the properties, schedule the properties, and what payment each will require.

a. District Property

i District Use

The District shall be entitled to the exclusive use of District Property for public school and school-related educational and recreational activities, including summer school, and at such other times as District Property is being used by the District or its agents.

ii City Use

At all other times and subject to the schedule developed by the City and the District, the City and third parties authorized by the City will be entitled to use District Property, without charge. [or list payment or reference to payment schedule] for community recreational and educational purposes for the benefit of District students, the District, and the City at large. The City’s obligations under this Agreement shall apply to third parties using District Property. The City shall be responsible for ensuring that third parties comply with all obligations under this Agreement when using District Property. The City shall enforce all District rules, regulations, and policies provided by the District while supervising community recreational activities on District Property. 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.

Comments about “City Use”:

This section provides that the City is responsible for the actions of third parties using the District facilities and presumes that the City will be responsible for scheduling third-party use of facilities (See section 7 below.) Alternatively, the parties may wish to allocate responsibility and scheduling to the District.

Third-Party Use

The City and the District agree that in providing access to District Property for use other than by the District or the City, the following priorities for use shall be established:

| | |
|------------|------------------------------------|
| Category 1 | Activities for youth |
| Category 2 | City adult programs or activities. |
| Category 3 | Other adult programs or activities |

Comments about “Third-Party Use”:

If the District and City plan on opening access to their property to third parties they should establish priorities for use after a careful review of state and local law. Both the City and District may have other laws, regulations or policies that establish procedures for third party access by permit or other procedure. It is important to ensure that this Agreement conforms to those local laws or regulations or to amend those laws and regulations so that the priorities and procedures established in the Agreement are consistent with the laws and regulations.

b. City Property

- i The City shall be entitled to priority use of City Property for the regular conduct of park, recreation, and community service activities and/or programs sponsored by the City.
- ii At all other times and subject to the schedule developed by the City and District, City will permit District to use City Property, without charge, for District educational and recreational activities and/or programs.

5. Compliance with Law

All use of District and City Property shall be in accordance with federal, state, and local law. *[Optional: Enumerate applicable state law here.]* In the case of a conflict between the terms of this Agreement and the requirements of state law, the state law shall govern. Any actions taken by the District or the City that are required by state law, but are inconsistent with the terms of this Agreement, shall not be construed to be a breach or default of this Agreement.

6. Communication

a. Designation of Employees

The District and the City shall respectively designate an employee with whom the other party, or any authorized agent of the party, may confer regarding the terms of this Agreement.

b. Joint Use Interagency Team

The District and the City shall establish a Joint Use Interagency Team (“Interagency Team”), composed of two staff representatives each of the District, the City, and community-based organizations involved in roles related to scheduling, programming, and operations. The team will develop the schedule for use of District and City Property, to recommend rules and regulations for the District and City to adopt to implement this Agreement, to monitor and evaluate the joint use project and Agreement, and to confer to discuss interim problems during the term of the Agreement.

i The Interagency Team shall hold conference calls or meetings _____ *[add frequency of meetings here]* to review the performance of the joint use project and to confer to discuss interim problems during the term of the Agreement. If the Joint Use Interagency Team is unable to reach a solution on a particular matter, it will be referred to _____ *[District official]* and _____ *[City official]*, or their designees, for resolution.

ii The Joint Use Interagency Team shall review the Agreement by _____ each year to evaluate the joint use project, determine changes to the schedule, and to propose amendments to this Agreement.

iii Clarify how existing shared use agreements are publicly accessible and how organizations begin the process to start a joint use agreement.

Comments about “Communication”:

The parties will need a process by which to schedule use of properties, develop rules for implementing the Agreement, address and resolve any concerns or problems that arise during the Agreement, and evaluate the Agreement. The parties can determine what type of communication will best serve their needs in carrying out the Agreement. The parties will have developed some type of work group/communication method in developing the plan that they may wish to continue to use to address issues that arise during the operation of the Agreement.

7. Scheduling Use of Property –

Comments about “Scheduling Use of Property”:

Depending upon the size of the District and City and the number of properties and potential users involved, the arrangements may require a great deal of planning and specificity. The parties may wish to include the general practice and procedures in the Agreement and elaborate more specifically in an attached exhibit or other document.

Before entering into the Agreement, the District and City will have developed a process for scheduling properties. The Agreement will address how to continue and/or change the procedures for the subsequent term of the Agreement.

If agency has scheduling policies and/or goals related to equity and social justice, it would be helpful to state within the agreement and to state how this agreement is aligned with those goals.

Generally, the City and District develop a master schedule establishing District and City use of facilities. [Although each party could require the other to apply for use just as a third party would, the purpose of the Agreement is to facilitate use so that the parties need not do that for each use of property.] Then, the parties need to allocate use of the facilities to third parties. The primary ways to schedule third-party use is to have the City schedule third-party use of all facilities or to have each Owner schedule third-party use of its own facilities.

a. Main Schedule

The District and City shall develop a main schedule for joint use of District and City Property to allocate property use to the District, City, and third parties. The Interagency Team shall schedule regular _____ [frequency of meetings] meetings or at such other times as mutually agreed upon by the District and City. At these meetings, the District and City will review and evaluate the status and condition of jointly used properties and modify or confirm the upcoming _____ [year/season/etc.] schedule.

b. Scheduling of City Property

The City shall have the responsibility for scheduling the use of City Property when the City and the District are not using the Property.

c. Scheduling of District Property

[Option One: The City will be responsible for scheduling third party use of District Property.]

The City shall be responsible for scheduling third party use of District Property using the priorities established in section 4(a)(iii). The use of District 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 _____, attached hereto as Attachment C and incorporated herein by reference, as it may be amended from time to time, or as otherwise provided by this Agreement.

[Option Two: The District will be responsible for scheduling third party use of District Property.]

The District shall be responsible for scheduling third party use of District Property using the priorities established in section 4(a)(iii). The use of District Property 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 _____, attached hereto as Attachment C and incorporated herein by reference, as it may be amended from time to time, or as otherwise provided by this Agreement.

Comments about “Scheduling of District Property”:

Having one entity responsible for scheduling all third-party use of the public properties benefits the public by reducing duplicative administrative costs, and making it easier for third-party users to access the facilities. There may be circumstances, however, where a district may want to retain scheduling responsibilities.

8. Documentation and Allocation of Operational Costs

Comments about “Documentation and Allocation of Operational Costs”:

In this and the following section, the parties may allocate any costs and revenue associated with the agreement. The parties should agree on the type and nature of costs and revenue to record and the methodology to measure and allocate them.

a. Tracking Use of Facilities

The District and the City shall each track use of their respective Properties under this Agreement. Use of facilities shall include summative demographic information of user groups, duration of field use (hours). Agency staff should also monitor reservation to ensure use when scheduled.

b.

c. Documentation of Costs

The District and the City shall maintain records of costs associated with the Agreement.

d. Payment of Overtime

Each party shall bear the cost of any overtime incurred by their employees in carrying out this Agreement. Each party shall provide to the other party an accounting on an annual basis of all overtime costs incurred as a result of overtime duties carried out by their respective employees.

i Add Option: Overtime costs paid by either party if agreed to in advance.

Comments about “Payment of Overtime”:

The parties can allocate the overtime costs as they choose, consistent with any overriding state or local laws.

9. Fees and Charges

Comments about “Fees and Charges”:

State law may limit the ability to charge fees to community users of public property. Consult with legal counsel before establishing fees.

a. Fees

The _____[*City or District depending upon who will be responsible for scheduling*] may charge rental fees to third-party users of District Property to cover any administrative and maintenance costs which the District or the City may incur. Any fees and costs shall be assessed according to District policy.

b. Documentation of Fees

The District and City shall maintain records of costs associated with the Agreement.

c. Annual Review of Benefits

The District and City shall annually review the exchange of benefits based upon hours of use, costs, fees, and charges, [*or capital investments*]. Any compensation for an imbalance in joint use programming costs shall occur through balancing the exchange of future benefits [*or substitute another method for allocating fees and benefits*].

Comments about “Annual Review of Benefits”:

The parties should determine a way to allocate the costs and fees of the joint use project. The parties may wish to simply divide the fee proceeds or reallocate costs by making improvements or using offsets of costs in future years.

10. Improvements

a. The District shall obtain prior written consent of the City to make any alterations, additions, or improvements to City Property; the City shall obtain prior written consent of the District to make any alterations, additions, or improvements to District Property.

b. Any such alterations, additions, or improvements will be at the expense of the requesting party, unless otherwise agreed upon.

c. Each party may, for good cause, require the demolition or removal of any alterations, additions, or improvements made by the other party at the expiration or termination of this Agreement. “Good cause” includes reasons of health, safety, or the District’s need to use the District Property for educational purposes or the City’s need to use City Property for municipal purposes.

Comments about “Improvements”:

The parties should determine whether they wish to be able to make “improvements” (beneficial changes to the owner’s property made by or for the benefit of the user) to the properties, and if so, whether they want to address improvements in this Agreement or another one.

11. Interagency Training

The District and the City shall operate a joint training and orientation program for key personnel implementing this Agreement. *[Enumerate categories of staff required to attend training and topics to be included in the training.]* The District and the City shall be responsible for ensuring their employees attend the training.

Comments about “Interagency Training”:

To assure the success of the Agreement and program, key personnel must understand the purposes and procedures required under the Agreement.

12. Collaborative Management, Security, and Inspections

a. Collaborative Management

Each User shall train and provide an adequate number of competent personnel to co-manage all activities on the Owner’s Property. The User shall promote all of the Owner’s rules, regulations, and policies while managing activities or programs on the Owner’s Property.

b. Security

The Owner shall provide the User with access to the Owner’s Property. The Owner will provide keys, security cards, and training as needed to the User’s employee(s) responsible for opening and locking the Owner’s Property while supervising activities or programs.

c. Inspection and Notification

The User shall inspect the Owner’s Property after use to ensure these sites are returned in the condition they were received. The User shall ensure the Owner is notified within _____ hours/days *[insert timing here]* in the event that Owner’s Property suffers damage during User’s use. Such notification shall consist of sending written notification by letter, facsimile, or email to the Owner’s designated employee identifying the damaged property, date of detection, name of inspector, description of damage, and estimated or fixed costs of repair or property replacement. If the land owner inspects the property immediately after use, include community partner/user group.

Comments about “Management, Security and Inspections”:

The parties may wish to include more specific requirements in the text, by reference to existing requirements, or in an attachment.

13. Supplies

The User shall furnish and supply all expendable materials necessary to carry out its programs while using the Owner’s Property.

14. Maintenance , Custodial Services, and Toilet Facilities

a. Maintenance

The User agrees to exercise due care in the use of the Owner's Property. The User shall during the time of its use keep the Owner's Property in neat order.

[Option One:]

The Owners shall be responsible for the regular maintenance, repair, and upkeep of their respective Properties.

[Option Two: The District retains responsibility for maintenance of District indoor property and playground and blacktop Active Use Areas and delegates to City the responsibility of District maintenance of playing fields. The City retains responsibility for maintenance of City Property.]

The District shall perform normal maintenance of all indoor Property, playground and blacktop *[or other facility]* properties at basic level of service subject to normal wear and tear. The District shall notify the City of any known change in condition of these Properties.

The City shall provide regular maintenance of playing fields *[or other facility]*, including to the irrigation and drainage systems and turf around the field perimeter and fences. Such regular maintenance shall consist of _____ *[describe maintenance requirements]*.

The City shall be responsible for the regular maintenance, repair, and upkeep of City Property.

Additional Option: Account for volunteer labor relative to maintenance.

b. Custodial

The Owner shall make its trash receptacles available during the User's use of Owner's Property. The User shall encourage community users to dispose of trash in the trash receptacles during Public Access Hours.

c. Supplemental Facilities

Toilets:

The City shall place temporary, portable, restroom facilities at the District's Outdoor Properties at the discretion of the District. It shall be the responsibility of the City to maintain these facilities.

Note standards of access that clarify how, when, and by who restrooms will be unlocked, clarify how many restrooms per facility.

Specify if restroom facility management will be contracted out and how costs will be covered.

Storage:

Add optional on-site storage provision.

Lockers:

Clarify accessibility if indoor lockers are available for third-party programs to utilize with reservation.

Comments about “Maintenance, Custodial Services, and Toilet Facilities”:

The parties need to allocate the responsibility for maintaining the properties and facilities. We offer two samples, but depending on the proposed uses of District and City properties, the parties may wish to assign maintenance responsibilities differently.

15. Parking

During Public Access Hours, the District shall make available for public parking the parking facilities listed in Attachment D to this Agreement.

16. Restitution and Repair

[Option One: Model clause requiring the User to repair damage.]

The User shall be wholly responsible to repair, remediate, or fund the replacement or remediation of any and all damage or vandalism to the Owner’s Property during the User’s use of that Property.

[Option Two: Model clause requiring the User to notify the Owner of damage and reimburse the costs to the Owner of repairing damage.]

The User shall make restitution for the repair of damage to the Owner’s Use Areas during User’s use of Owner’s Property.

a. Inspection and Notification The User shall, through its designated employee, inspect and notify the Owner of any damage, as described above in subsection 12(c).

- b. Repairs** Except as mutually agreed, the User shall not cause repairs to be made for any property, facility, building, or item of equipment for which the Owner is responsible. The Owner 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 section 16 of this Agreement that the User is responsible for the damage, then the User agrees to reimburse the Owner at the estimated and/or fixed costs agreed upon.
- c. Reimbursement Procedure** The Owner shall send an invoice to the User's designated employee within ____ days of completion of repairs or replacement of damaged Property. The invoice shall itemize all work hours, equipment, and materials with cost rates as applied to the repair work. If the repair is completed by a contractor, a copy of the contractor's itemized statement shall be attached. Actual costs shall be reimbursed if less than estimated and/or fixed costs. The User shall reimburse the Owner within ____ days from receipt of such invoice.
- d. Disagreements** The User shall retain the right to disagree with any and all items of damage to buildings or equipment as identified by the Owner, provided this disagreement is made within ____ days after a first notification.
- i** The User shall notify the Owner of any disagreements in writing by letter, facsimile, or email to the District's designated employee. The User shall clearly identify the reasons for refusing responsibility for the damages. Failure to make the disagreement within the prescribed time period shall be considered as an acceptance of responsibility by the User.
- ii** After proper notification, members of the Joint Use Interagency Team, or other designated representatives of the City and District, shall make an on-site investigation and attempt a settlement of the disagreement.
- iii** In the event an agreement cannot be reached, the matter shall be referred to ____ [City official] and ____ [District official], or their designees, for resolution.
- iv** The Owner shall have the right to make immediate emergency repairs or replacements of Property without voiding the User's right to disagree.

Comments about "Restitution and Repair":

The parties will tailor this provision to best suit their needs. The Owner may want the User to make any repairs or may want to make the repairs using its own personnel or contractors and have the User reimburse the Owner for the costs. Parties should address: (1) Which party will be responsible for making the repairs; (2) The timeline for making repairs; (3) The method and timeline for making reimbursements; and (4) The method for resolving disputes over repairs/reimbursements.

17. Liability and Indemnification

[Option: The model mutual indemnity clause below provides for each party to pay for their share of liability.]

- a. The City shall defend, indemnify, and hold the District, its officers, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages, arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury are caused by or result from the negligent or intentional acts or omissions of the City, its officers, agents, or employees.
- b. The District shall defend, indemnify, and hold the City, its officers, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees or claims for injury or damages, arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury are caused by or result from the negligent or intentional acts or omissions of the District, its officers, agents, or employees.

Comments about "Liability and Indemnification":

An Indemnification Clause is a contractual provision in which one party agrees to be responsible for any specified or unspecified liability or harm that the other party might incur. Attorneys for the City and District will tailor the indemnity clauses to reflect their state and local law and practice. The District and City have three options: (1) they can share responsibility with a mutual indemnity clause; (2) the City can take responsibility for the potential liability; or (3) the District can take responsibility.

18. Insurance

The District and the City agree to provide the following insurance in connection with this Agreement.

- a. Commercial General Liability for bodily injury and property damage, including Personal Injury and Blanket Contractual, with limits of _____ per occurrence _____ aggregate.
- b. Workers' Compensation. Workers' compensation coverage, as required by _____ [state law].
- c. _____ [Other types of insurance required].
- d. Documentation of Insurance. The District and the City shall provide to each other a certificate of insurance each year this Agreement is in effect showing proof of the above

coverage. In the event the District or the City is self-insured for the above coverage, such agency shall provide a letter stating its agreement to provide coverage for any claims resulting from its negligence in connection with joint use facilities in the above amounts.

Comments about “Insurance”:

Insurance is a contract by which one party (the *insurer*) undertakes to indemnify another party (the *insured*) against risk of loss, damage, or liability arising from the occurrence of some specified contingency. **City and District personnel must confirm with risk managers at both the City and District the nature and extent of insurance coverage maintained by each party so that the Agreement accurately reflects the amount of insurance coverage of each party.** Attorneys for the City and District will tailor the insurance clauses to reflect their state and local law and practice.

19. Termination

This Agreement may be terminated at any time prior to its expiration, for _____ *[add basis here]* upon _____ *days/months/years* written notice.

Comments about “Termination”:

The termination clause sets forth the conditions upon which either party can end the Agreement before its term expires. The City and District will tailor this clause to reflect what conditions or actions will be sufficient to terminate the Agreement and how much notice each party must give the other before terminating it.

20. Entire Agreement

This Agreement constitutes the entire understanding between the parties with respect to the subject matter and supersedes any prior negotiations, representations, agreements, and understandings.

Comments about “Entire Agreement”:

This clause provides that the Agreement constitutes the sole obligations of the parties. Prior oral or written agreements will not be valid or enforceable.

21. Amendments

This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement.

Comments about “Amendments”:


This clause requires any changes to the Agreement to be made in writing and approved by both parties.

22. Any Additional Provisions Required by State or Local Law

Comments about “Any Additional Provisions Required by State or Local Law”:
State or local law or practice may require additional clauses in the Agreement.

Washington Statutes related to Community Use of School District & City Recreation Facilities

Revised Code of Washington (RCW) 4.24.660, RCW 28A.335.150 & 28A.335.150, 28A.335.250, 28A.335.260, 39.34.

| <div style="display: flex; justify-content: space-between; align-items: center;"> <div>  <small>NATIONAL POLICY & LEGAL ANALYSIS NETWORK TO PREVENT CHILDHOOD OBESITY</small> </div> <div> <i>Fifty-State Scan of Laws Addressing Community Use of Schools</i> </div> <div>10</div> </div> | | | | | | | | | | | | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|-------------------------------------|--------------------|-----------------------------------------------|--------------------------------------|-----------------------------|---------------------------|-----------------------------|-----------------------------|------------------------------------------------------------------------------|-----------------------------------------|----------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| STATE | STATUTE | USE OF SCHOOL PROPERTY BY COMMUNITY | | LIABILITY | | | FEES | | INSURANCE | JOINT USE | GRADE SCHOOLS OR UNIVERSITIES/ COLLEGES | | NOTES |
| | | Statute Requires | Statute Authorizes | Imposes Liability for Property Damage on User | Imposes Liability for Injury on User | Imposes Liability on School | Statute Requires Free Use | Statute Permits Fee for Use | Statute Addresses Insurance | Statute Provides for Joint Establishment or Joint Use of Property/Facilities | Statute Applies to K-12 Schools | Statute Applies to State Universities and Colleges | |
| WA | Rev. Code Wash. §4.24.660 | | | | | No | | | Yes | | Yes | | A school district shall not be liable for the injury or death of a person due to action or inaction of persons employed or under contract with a youth program if the action occurs on school property during the delivery of services of the youth program and the program provides proof of insurance meeting certain specifications. |
| | Rev. Code Wash. §28A.335.150 §28A.335.155 | | Yes | | | No | | Yes | Yes | | Yes | | A board of directors of a school district may permit the use of or renting of school playgrounds, athletic fields, or athletic facilities, by or to any person or corporation for any athletic purposes. Use must be for such compensation and under the terms that the board of directors adopts. School districts have limited immunity in accordance with RCW 4.24.660. |
| | Rev. Code Wash. §28A.335.250 §28A.335.260 | | Yes | | | | | | | Yes | Yes | | Second class school district boards may provide for the free, comfortable, and convenient use of school property to promote and facilitate association of people for recreation and other community purposes. Each second class school district may establish communal assembly places. |

Summary of Legal Rules Governing Liability for Recreational Use of School Facilities

- General exposure to liability subject to limited exceptions including a discretion functions exception
- Punitive damages and joint and several liability are prohibited

APPENDIX E: JOINT-USE TEMPLATE

APPENDIX E: JOINT-USE TEMPLATE

INTERLOCAL MASTER AGREEMENT FOR THE JOINT USE AND DEVELOPMENT OF FACILITIES AND OPEN SPACES BY AND BETWEEN THE METROPOLITAN PARK DISTRICT OF TACOMA AND TACOMA SCHOOL DISTRICT NO. 10

RECITALS

WHEREAS, the Metropolitan Park District of Tacoma (hereinafter referred to as "Metro Parks") and Tacoma School District No. 10 (hereinafter referred to as the "School District") (collectively referred to herein as "the Parties") have long worked together to meet shared goals relating to education and community recreation; and

WHEREAS, chapter 39.34 RCW (the Interlocal Cooperation Act) authorizes public entities to enter into agreements with each other to promote the health and general welfare of the community and contribute to the enhancement of the educational and recreational opportunities afforded to the children in the community; and

WHEREAS, in the interest of providing the best service with the most judicious expenditure of public funds and resources, continued cooperation and collaboration between Metro Parks and the School District is necessary and desirable; and

WHEREAS, Metro Parks and the School District agree that a new interlocal master joint use agreement to supersede and replace the 2001 Interlocal Agreement for the Joint Use and Development of Facilities by Metro Parks Tacoma and Tacoma School District No. 10 (the "2001 Interlocal Agreement") is necessary and will provide a convenient vehicle for Metro Parks and the School District to work together in the planning, development, operation, supervision, rehabilitation and maintenance of present and future properties and facilities for increased community access and shall:

- Encourage current joint use of their respective facilities and grounds for recreational and educational programming;
- Expand joint and cooperative capital ventures, and
- Efficiently manage the use of the Parties' properties and facilities for the benefit of Tacoma's citizens.

APPENDIX E: JOINT-USE TEMPLATE

WHEREAS, additional agreements providing processes and procedures with regard to specific facilities and specific obligations of both parties may be created to effectuate the policies identified in this Agreement; and

WHEREAS, the School District's Superintendent and Metro Parks' Executive Director shall have the authority to create and implement such processes and procedures as necessary to effectuate this Agreement; and

WHEREAS, neither Party shall be required to subsidize the other party's programs or use unless specifically stated in a separate agreement, and

WHEREAS, the creation of a central fund is not necessary for this Agreement;

NOW, THEREFORE, in order to maximize the benefit to the citizens of Tacoma, the governing bodies of Metro Parks and the School District agree to cooperate as follows:

AGREEMENT

1. Purpose.

The purpose of this Agreement is specified in the recitals provided above.

2. Duration of the Agreement; Termination.

This Agreement will commence on September 1, 2013 and will continue for a period of 10 years, and then shall be automatically renewed on an annual basis. Provided, however, that either Party may terminate this Agreement by resolution of their respective Board and with at least 12 months prior written notice to the other Party of the termination date,

3. Cooperative Agreement.

As provided herein, the School District and Metro Parks hereby agree to cooperate in coordinating programs and activities conducted at their respective properties and in their respective facilities. Reference to School District Property or Metro Parks Property in this Agreement shall include the property and the facilities located on the property. As used in this Agreement, "Owner" shall mean the Party to this Agreement that owns or operates a particular property and/or facility covered by this Agreement and "User" shall mean the other party using the Owner's property and/or facility under the terms of this Agreement. "Public Access Hours" shall mean the hours

APPENDIX E: JOINT-USE TEMPLATE

during which the Owner normally conducts business at a specific property or facility or makes the property or facility available to the public for its use.

4. Access to Existing Public Property and Facilities,

This section is intended to define the priority for use of each Party's facilities. The Parties overriding philosophy is that where both Parties' mission or their benchmarks are the same, properties or facilities supporting that mission or benchmark shall be strongly considered for joint use. Any existing Agreement between the Parties that remains in force and reflects a departure from the below identified standards for use of property are identified in Section 14 below.

A. School District Property.

i. School District Use.

The School District shall be entitled to the exclusive use of School District Property for public school and school-related educational and recreational activities, including summer school, and at such other times as School District Property is being used by the School District or its agents.

ii. Metro Parks Use.

At all other times and subject to the schedule jointly developed by Metro Parks and the School District, Metro Parks and formal partners of Metro Parks will be entitled to use School District Property, without charge during Public Access Hours for community recreational and educational purposes for the benefit of School District students and/or the general public.

Formal partners of Metro Parks using School District Property pursuant to this Agreement shall be subject to the obligations specified in this Agreement. Metro Parks shall be responsible for ensuring that its formal partners comply with all obligations under this Agreement when using School District Property. Metro Parks shall also enforce all School District rules, regulations, and policies provided by the School District while supervising community recreational activities on School District Property. In planning programs and scheduling activities on School District Property, the security, academic, athletic, and recreational needs and opportunities of school-aged children will be the highest priority. If Metro Parks desires to use School District Property outside Public Access Hours, Metro Parks should request the School District shift its standard custodial hours to cover evenings or weekends and reschedule staff to reduce the cost incurred for after-hours and overtime use.

APPENDIX E: JOINT-USE TEMPLATE

B. Metro Parks Property.

i Metro Parks Use

Metro Parks shall be entitled to the exclusive use of Metro Parks Property for the regular conduct of park, recreation, and community service activities and/or programs sponsored by Metro Parks and at such times as Metro Parks Property is being used by Metro Parks or its agents.

ii. School District Use.

At all other times and subject to the schedule jointly developed by Metro Parks and the School District, the School District and formal partners of the School District will be entitled to use Metro Parks Property, without charge during Public Access Hours for community recreational and educational purposes for the benefit of School District students.

Formal partners of the School District using Metro Parks Property pursuant to this Agreement shall be subject to the obligations specified in this Agreement. The School District shall be responsible for ensuring that its formal partners comply with all obligations under this Agreement when using Metro Parks Property. The School District shall also enforce all Metro Parks rules, regulations, and policies provided by Metro Parks while supervising community recreational activities on Metro Parks property. In planning programs and scheduling activities on Metro Parks Property, the security, academic, athletic, and recreational needs and opportunities of school-aged children will be the highest priority. If the School District desires to use Metro Parks Property outside Public Access Hours, the School District should request that Metro Parks shift its standard custodial hours to cover evenings or weekends and reschedule staff to reduce the cost incurred for after-hours and overtime use.

5. Collaborative Programs & Service for Community Benefit.

- A. Many co-sponsored programs offer value to both Metro Parks and the School District. As part of the responsibility of the Interagency Coordinating Committee as defined in Section 7.B. below, the Committee will at least annually evaluate the current programs and make revisions if necessary for future programs to continue. These co-sponsored programs will not be included in any property or facility use or equity reports. Metro Parks and the School District will continue to develop future opportunities for programming/access to additional properties and facilities as part of the annual planning meetings.

APPENDIX E: JOINT-USE TEMPLATE

- b. While this Agreement is meant to cover activities for all ages, both agencies are looking to prioritize youth programs: These programs, which often occur in collaboration with private and other public agencies, include activities such as supervised recreation, cultural awareness, artistic enrichment, academic assistance, mentoring, job training and placement, and gang and substance abuse prevention, education and intervention.
- c. Additionally, both parties are focusing on individuals with special needs. It is the desire of both parties to enhance recreational and educational opportunities for students and members of the community who have disabilities.

6. Capital Improvement & Jointly Developed Capital Projects.

It is in the best interest of the community that Metro Parks and the School District provide high quality services to meet our respective objectives with the least possible expenditure of public funds. Cooperative planning, design, acquisition and development of facilities and programs that can meet both educational and recreational needs of our common constituency are desired and will benefit both Metro Parks and the School District. In furtherance of these policies:

- a. The School District shall obtain Metro Parks prior written consent before making any alterations, additions, or improvements to Metro Parks Property. Similarly, Metro Parks shall obtain the School District's prior written consent before making any alterations, additions, or improvements to School District Property.
- b. Any such alterations, additions, or improvements will be at the expense of the requesting Party, unless otherwise agreed upon.
- c. Each Party may, for good cause, require the demolition or removal of any alterations, additions, or improvements made by the other Party at the expiration or termination of this Agreement. "Good cause" includes reasons of health, safety, or the School District's need to use the School District Property for educational purposes or Metro Parks' need to use Metro Parks Property for educational or recreational purposes.

APPENDIX E: JOINT-USE TEMPLATE

7. Improve Efficiency & Reduce Duplication.

- A. Metro Parks and the School District shall be responsible for the maintenance of their own properties and facilities. Metro Parks and the School District will establish joint maintenance standards where practical and feasible for the safety of all participants in school and recreational activities. Metro Parks and the School District agree to discuss the feasibility of shared maintenance responsibilities to reduce overall costs.
- B. Metro Parks and the School District should also collaborate on programs that are similar in nature or have similarly intended outcomes. Programs of a similar nature should be consolidated and offered by one Party whenever possible.

8. Communication.

A. Designation of Employee Representative.

The School District and Metro Parks shall respectively designate an employee with whom the other Party, or any authorized agent of the Party, should contact regarding the terms of this Agreement.

B. Interagency Coordinating Committee.

A Staff Interagency Coordinating Committee shall be established for the purpose of providing a regular mechanism for sharing information; evaluating projects, programs and potential land acquisitions, coordinating planning and services; implementing this Agreement; coordinating joint property or facility use schedules, and making recommendations to the School District Superintendent and Metro Parks Executive Director. The committee shall meet at least quarterly and update each Board annually.

The following sub-committees will be organized to handle day-to-day operations, and will be comprised of representatives from each organization:

1. Planning & Capital Development
2. Joint Facility Use & Scheduling
3. Program Development
4. Communications

APPENDIX E: JOINT-USE TEMPLATE

5. Maintenance & Security

9. Fees and Documentation of Operational Costs,

Metro Parks and the School District will maintain records of their costs associated with joint use programming. Metro Parks and the School District agree to use comparable cost accounting methodologies.

A. Documentation of Fees.

The School District and Metro Parks shall maintain records of costs associated with this Agreement.

B. Annual Review of Benefits.

Metro Parks and the School District will annually review the exchange of benefits based upon utilization, costs, fees & charges, and capital investments associated with this Agreement. Any compensation to correct an imbalance in direct costs incurred by one Party shall occur through the payment of the net difference in documented actual costs incurred.

C. Revenue Generating Opportunities.

To encourage revenue development and maximizing public resources, a Party may use the other party's property or facilities for a rental or other revenue generating activity as part of this Agreement. The Owner will be entitled to reimbursement for all expenses reasonably associated with the activity, and the User sponsoring the activity will be entitled to all revenue above and beyond expenses.

D. Revenue Generating Facilities.

In the spirit of maximizing revenue generation, the owner of attractions and specialty facilities with a primary purpose of generating revenue may charge the User a discounted fee for program use of the attraction or specialty facility during peak times. This discounted fee will only be charged when the Owner can demonstrate that free use of the attraction or specialty facility use will result in a significant loss of revenue.

APPENDIX E: JOINT-USE TEMPLATE

10. Restitution and Repair.

Except for normal wear and tear and maintenance, the User shall be responsible for the cost of repairing any damage to a space, area or facility caused by the User. The User shall also be responsible for the cost to replace any missing or stolen equipment or property which occurs as a result of the User's programming at the Owner's property or facility.

A. Repairs.

Except as otherwise mutually agreed between the Parties, the User shall not cause repairs to be made to any property, facility or items of equipment of the Owner. The Owner agrees to make such repairs within the estimated and/or fixed costs agreed upon. The User agrees to reimburse the Owner at the estimated and/ or fixed cost agreed upon between the Parties.

B. Reimbursement Procedure.

The Owner shall invoice the User within seven (7) days of completion of repairs or replacement of missing property. The invoice shall itemize all work performed, hours worked, 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. If the actual cost is less than the estimated and/or fixed costs, the User shall only pay the actual cost. Reimbursement shall be made within 30 days from receipt of such invoice.

c. Disagreements.

The User shall have the right to object to the allocation of responsibility or cost to repair or replace for any and all items of damage to Owner's property, facilities, equipment or missing property as identified by the Owner. The User shall provide the objection to the Owner within ten (10) working days after the Owner's first written notification.

- i. Objections shall be made in writing and shall clearly identify the reasons for refusing responsibility or disputing the cost for damages to the property, facilities or equipment. Failure to do so within the prescribed time period shall be considered acceptance of responsibility by the User or approval of the cost.

APPENDIX E: JOINT-USE TEMPLATE

- ii. Settlement of Objections: After proper notification of an objection, an on site investigation involving both parties shall be performed to assist in a determination of responsibility.
- iii. In the event an agreement cannot be reached, the matter shall be referred to the representative designated by each Party for review and consideration.
- iv. In any event, the Owner shall have the right to make immediate emergency repairs or replace missing property. However, such action shall not prevent the User from objecting to either or both responsibility for the cost and the amount of the cost.

11. Indemnification and Insurance.

A. Indemnity.

- i. Metro Parks will hold the School District and its officers, agents and employees harmless from all suits, claims or liabilities of any nature, including attorneys' fees, costs and expenses, for or on account of injuries or damages sustained by any person or property resulting from the negligent or wrongful acts or omissions of Metro Parks, its agents or its employees, or on account of any unpaid wages or other remuneration due for services, and, if suit with respect to the above be filed, Metro Parks shall appear and defend the same at its own costs and expense; and if judgment be rendered or settlement made requiring payment of damages by the School District, which damages were caused by the negligent or wrongful acts or omissions of Metro Parks, its agents or its employees, Metro Parks shall pay the same. Metro Parks shall not be liable or responsible for any claim, demand, loss or liability arising out of the negligence or wrongful activities or omissions of the School District, its officers, agents, contractors or employees or for any costs or expenses to appear or defend the same.
- ii. The School District will hold Metro Parks and its officers, agents and employees harmless from all suits, claims or liabilities of any nature, including attorneys' fees, costs and expenses, for or on account of injuries or damages sustained by any person or property resulting from the negligent or wrongful acts or omissions of the School District, its agents or its employees, or on account of any unpaid wages or other remuneration due for services; and, if suit with respect to the above be filed, the School District shall appear and defend the same at its own costs and expense;

APPENDIX E: JOINT-USE TEMPLATE

and if judgment be rendered or settlement made requiring payment of damages by Metro Parks, which damages were caused by the negligent or wrongful acts or omissions of the School District, its agents or its employees, the School District shall pay the same. The School District shall not be liable or responsible for any claim, demand, loss or liability arising out of the negligence or wrongful activities or omissions of Metro Parks, its officers, agents, contractors or employees or for any costs or expenses to appear or defend the same.

B. Insurance.

- i. **Property Damage Insurance.** Each Party shall maintain insurance, or self insurance funds, against loss or damage to their real property and facilities by fire, earthquake, flood, and the hazards now or hereafter insured by the "All Risk" form of insurance in an amount equal to the full insurable value of the improvements with a deductible for any single casualty of no more than \$100,000.00, a replacement cost endorsement without reduction for depreciation, and a fluctuating value endorsement with a waiver of the co insurance clause (or an agreed amount endorsement with an inflation guard endorsement); PROVIDED, that the deductible for earthquake and flood coverage shall be commensurate with prevailing standards.
- ii. **Public Liability Insurance.** The Parties shall at all times during the term of this Agreement, at its own cost and expense, carry and maintain general public liability insurance, against claims for bodily injury, personal injury, death, or property damage occurring or arising out of the use of any facilities or the provision of any services pursuant to this Agreement. This insurance shall cover such claims as may be caused by any act, omission, or negligence of each Party's own officers, agents, representatives, assigns or servants. The limits of liability insurance shall not be less than as follows:

| | |
|-----------------|--------------|
| Each Occurrence | \$5,000,000 |
| Aggregate | \$10,000,000 |
- iii. **Proof of Insurance.** Certificates and/or evidence satisfactory to the each Party confirming the existence, terms, and conditions of all insurance required in this Agreement shall be delivered to each Party's employee in charge of risk management. The policy of insurance that must be maintained in accordance with this Agreement and shall not be cancelled or given notice of non-renewal nor shall the terms and conditions thereof

APPENDIX E: JOINT-USE TEMPLATE

be altered or amended without forty-five (45) days prior written notice being given to the other Party

- iv. Waiver of Subrogation. The Parties waive all subrogation rights against each other for damages caused by fire or other perils to the extent covered by insurance obtained pursuant to this section. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

12. Compliance with Law

All use of School District Property and Metro Parks' Property shall be in accordance with applicable federal, state, and local laws and regulations. In the case of a conflict between the terms of this Agreement and the requirements of federal or state law, the federal or state law shall govern. Any actions taken by the School District or Metro Parks that are required by state law, but are inconsistent with the terms of this Agreement, shall not be construed to be a breach or default under this Agreement.

13. Amendment and Adoption of Implementing Processes and Procedures.

This Agreement shall only be amended by resolutions of both the School District and Metro Parks. Provided, however, that the School District's Superintendent and Metro Parks' Executive Director shall have the authority to create, approve and implement such processes and procedures as necessary to further the policies of this Agreement. Any such processes and procedures shall be in writing and signed by the School District's Superintendent and Metro Parks' Executive Director or their designees before becoming effective.

14. Miscellaneous.

- A. This Agreement hereby supersedes and replaces the 2001 Interlocal Agreement.
- B. The following agreements between the Parties remain in force and are not otherwise impacted by the execution of this agreement:
 - i. Eastside Neighborhood Pool Lease, executed on February 17, 1982;
 - ii. Metro Parks - Green Houses, executed on December 4, 1996;

APPENDIX E: JOINT-USE TEMPLATE

- iii. Metro Parks -Joint Use Agreement Regarding Lister Elementary Playfields, executed on Dec. 18, 1995;
 - iv. Agreement - Foss High School Parking, executed on or about July 12, 2001;
 - v. Ground Lease related to the Science & Math Institute, executed on July 1, 2009 and the Amendment thereto executed on May 2, 2013;
 - vi. Memorandum of Agreement Related to Baker Middle School and Harmon Park executed on April 26, 2010 (not an agreement between the Parties, but directly related to both parties).
- c. A copy of this Interlocal Agreement shall be listed by subject on Metro Park's and the School District's website or other electronically retrievable public source as required by chapter 39.34 RCW.

APPENDIX F: MODEL SCHOOL BOARD JOINT-USE POLICIES

APPENDIX F: MODEL SCHOOL BOARD JOINT-USE POLICIES

BP 1330.1(a)

Philosophy, Goals, Objectives and Comprehensive Plans

JOINT USE AGREEMENTS

In order to ensure the efficient use of public resources and increase access to needed services, the Governing Board may enter into an agreement with any public agency, public institution, and/or community organization to use community facilities for school programs or to make school facilities or grounds available for use by those entities. Such an agreement shall be based on an assessment of student and community needs and may be designed to increase access to spaces for recreation and physical activity, library services, school health centers, preschool programs, child care centers, before- or after-school programs, or other programs that benefit students and the community.

(cf. 1020 - Youth Services)
(cf. 1330 - Use of School Facilities)
(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)
(cf. 5030 - Student Wellness)
(cf. 5141.6 - School Health Services)
(cf. 5148 - Child Care and Development)
(cf. 5148.2 - Before/After School Programs)
(cf. 5148.3 - Preschool/Early Childhood Education)
(cf. 6142.7 - Physical Education and Activity)
(cf. 6145.2 - Athletic Competition)
(cf. 6163.1 - Library Media Centers)
(cf. 7000 - Concepts and Roles)
(cf. 7131 - Relations with Local Agencies)

When it is determined that joint use of facilities is in the best interest of the district and community, the Superintendent or designee shall identify a potential partner agency, institution, or organization. He/she shall involve that partner, appropriate district and school staff, and community members in establishing planning processes, goals and priorities for joint use, locations where programs or facilities are most needed, and protocols for ongoing communication and coordination between the partners.

APPENDIX F: MODEL SCHOOL BOARD JOINT-USE POLICIES

(cf. 1220 - Citizen Advisory Committees)

The Superintendent or designee shall work with the partner agency, institution, or organization to develop a written site-specific joint use agreement that delineates the terms and conditions for joint use of the district or community facilities and the responsibilities of all parties. As appropriate, the agreement may address:

1. The underlying philosophy or reasons for entering into the joint use agreement
2. The specific district or community facilities or grounds that will be made available to the other party and areas that will be restricted
3. Priorities for use of the property

BP 1330.1(b)

JOINT USE AGREEMENTS

4. Hours that the property will be available for use by the district, the partner, or other parties
5. Projected capital costs, if any, and operating costs

(cf. 7110 - Facilities Master Plan)
(cf. 7150 - Site Selection and Development)
(cf. 7210 - Facilities Financing)

6. Resources to be allocated by the district and the partner

(cf. 3100 - Budget)

7. Rental or other fees, if any, to be charged to either party or third parties using the facilities
8. Responsibilities for management, scheduling, maintenance, on-site supervision, accounting, and other operations
9. Procedures and timelines for requesting use of the facilities
10. Code of conduct for users of the facilities and consequences for violations of the code

(cf. 3513.3 - Tobacco-Free Schools)

APPENDIX F: MODEL SCHOOL BOARD JOINT-USE POLICIES

(cf. 3515.2 - Disruptions)
(cf. 5131 - Conduct)
(cf. 5131.5 - Vandalism and Graffiti)

11. Provision for regular inspection and notification of damage, as well as restitution and repair of property

(cf. 3515.4 - Recovery for Property Loss or Damage)
(cf. 3517 - Facilities Inspection)

12. Safety and security measures

(cf. 0450 - Comprehensive School Safety Plan)
(cf. 3515 - Campus Security)
(cf. 3516 - Emergencies and Disaster Preparedness Plan)
(cf. 5142 - Safety)

13. Liability, insurance, and risk management issues

(cf. 3320 - Claims and Actions Against the District)
(cf. 3530 - Risk Management/Insurance)
(cf. 9260 - Legal Protection)

BP 1330.1(c)

JOINT USE AGREEMENTS

14. Duration of the agreement, process for amending the agreement, and the bases for cancelling or terminating the agreement before the expiration date

15. Process for resolving disputes regarding any aspect of the agreement

16. How any equipment purchased or other investments made through the agreement will be disposed of at the termination of the agreement

The agreement shall be reviewed by legal counsel and approved by the Board.

The Superintendent or designee shall provide regular reports to the Board regarding progress toward project goals, including, but not limited to, levels of participation in joint use programs held at school or community facilities, feedback from program participants, and any report of

APPENDIX F: MODEL SCHOOL BOARD JOINT-USE POLICIES

damage to property or harm to individuals resulting from the joint use. As needed, the Superintendent or designee shall recommend amendments to the joint use agreement.

(cf. 0500 - Accountability)

Legal Reference:

EDUCATION CODE

8482-8484.6 After School Education and Safety Program
8484.7-8484.9 21st Century Community Learning Centers
10900-10914.5 Community recreation programs
17051-17052 Joint use
17077.40-17077.45 Eligibility for joint use funding
17565-17592 Board duties re property maintenance and control
35200-35214 Liabilities
37220 School holidays; use of facilities when school is closed
38130-38138 Civic Center Act, use of school property for public purposes
44808 Exemption from liability when students not on school property

BUSINESS AND PROFESSIONS CODE

25608 Alcoholic beverages on school premises

GOVERNMENT CODE

814-825.6 Liability of public entities and employees
830-840.6 Liability; dangerous conditions on property
895-895.8 Liability; agreement between public entities
989-991.2 Local public entity insurance

UNITED STATES CODE, TITLE 20

7171-7176 21st Century Community Learning Centers
7905 Equal access to public facilities

Management Resources:

CSBA PUBLICATIONS

Maximizing Opportunities for Physical Activity Through Joint Use of Facilities, Policy Brief, rev. February 2010

Building Healthy Communities: A School Leader's Guide to Collaboration and Community Engagement, 2009

NATIONAL POLICY AND LEGAL ANALYSIS NETWORK TO PREVENT CHILDHOOD

OBESITY PUBLICATIONS

BP 1330.1(d)

JOINT USE AGREEMENTS

Model California Joint Use Agreements

Liability for Use of School Property After Hours: An Overview of California Law, July

2009 Checklist for Developing Joint Use Agreements, March 2009

PUBLIC HEALTH LAW AND POLICY PUBLICATIONS

APPENDIX F: MODEL SCHOOL BOARD JOINT-USE POLICIES

Opening School Grounds to the Community After Hours: A Toolkit for Increasing Physical Activity Through Joint Use Agreements, 2010

WEB SITES

CSBA: <http://www.csba.org>

California Project LEAN (Leaders Encouraging Activity and Nutrition):

<http://www.californiaprojectlean.org>

Cities Counties and Schools Partnership: <http://www.ccspartnership.org>

Joint Use Statewide Task Force: <http://www.jointuse.org>

National Policy and Legal Analysis Network: <http://www.nplan.org>

Public Health Law and Policy: <http://www.phlpnet.org>

APPENDIX G: CHELAN SCHOOL BOARD POLICY 4260

APPENDIX G: CHELAN SCHOOL BOARD POLICY 4260

Lake Chelan School District

Board Policy 4260

Community Relations

Use of School Facilities

The board believes that public schools are owned and operated by and for the community. The public is encouraged to use school facilities, but will be expected to reimburse the district for such use to ensure that funds intended for education are not used for other purposes. On recommendation of the superintendent, the board will set the rental rates schedule.

The superintendent is authorized to establish procedures for use of school facilities, including rental rates, supervisory requirements, restrictions, and security. Those using school facilities will maintain insurance for accident and liability covering persons using the district's facilities under the sponsorship of the organization.

The district does not discriminate based on race, creed, religion, color, national origin, age, honorably discharged veteran or military status, sex, sexual orientation including gender expression or identity, marital status, the presence of any sensory, mental or physical disability or the use of a trained guide dog or service animal by a person with a disability and provides equal access to Boy Scouts of America and other designated youth groups.

Community athletics programs that use district facilities will not discriminate against any person on the basis of sex in the operation, conduct or administration of their programs. The district will provide copies of the district's nondiscrimination policy to all third parties using district facilities.

For rental rate purposes, organizations seeking the use of school facilities have been divided into three categories:

School or Child-Related Groups or Other Government Agencies

School or Child-related Groups or Other Government Agencies include those organizations whose main purpose is to promote the welfare of students, or to provide members of the community access to government programs or opportunities for civic participation. Examples are: Scouts, Campfire, PTA, 4-H, city or county sponsored recreation groups, polling places, political caucuses and governmental groups. The district will provide official recruiting representatives of the state and United States military forces, Job Corps, Peace Corps and AmeriCorps with access to school facilities (including number of days and type of presentation space) equal to and no less than the access provided to other post secondary occupational or educational representatives.

When facilities are used outside of regular school hours, or when the district incurs extra utility, cleaning or supervision costs, a fee, established by the superintendent, will be charged to recoup those costs. Additionally, youth organizations engaged in sports activities and using

APPENDIX G: CHELAN SCHOOL BOARD POLICY 4260

school facilities must provide a statement of compliance with the policies for the management of concussion and head injury in youth sports as required by RCW 28A.600.

Nonprofit Groups

Nonprofit groups and organizations may use school facilities for lectures, promotional activities, rallies, entertainment, college courses, or other activities for which public halls or commercial facilities generally are rented or owned. The district may charge a rental rate in excess of costs incurred. Excess charges may be waived when a service club or other nonprofit group is raising funds for charitable purposes.

To be granted this exception, the charitable organization must be recognized by the Washington Corporations and Charities division of the Office of the Secretary of State. Professional fund raisers representing charities must provide evidence that they are registered and bonded by the state of Washington. Such fund-raisers must provide evidence that the charity will receive at least sixty (60) percent of the gross revenues received from the public prior to approval to use the facilities.

Similar treatment may be granted public universities and colleges when offering college courses within the community or when any university/college is offering a course for staff at the request of the district.

Nonprofit groups of the kind that in most communities have their own facilities (churches, lodges, veterans groups, granges, etc.) who wish to use district facilities on a regular, but temporary, basis may do so under this rental rate, but for no more than six (6) months and may not average more than twelve hours of use per week.

Commercial Enterprises

Commercial Enterprises include profit-making organizations and business-related enterprises. While the district would prefer these organizations use commercial or private facilities, facilities may be rented for non-regular use at the prevailing rate charged by commercial facilities in the area.

District-sponsored activities, including curricular and co-curricular functions, retain first priority in use of facilities. Authorization for use of school facilities will not be considered as endorsement or approval of the activity, group or organization.

Cross References: Policy 3422 Student Sports – Concussion and Head Injuries

Legal References:

[RCW 4.24.660](#) Liability of school districts under contracts with youth programs
[RCW 28A.230.180](#) Access to campus and student information directories by official recruiting representatives—Informing students of educational and career opportunities.
[RCW 28A.320.510](#) Night schools, summer schools, meetings, use of facilities for

APPENDIX G: CHELAN SCHOOL BOARD POLICY 4260

[RCW 28A.335.150](#) Permitting use and rental of playgrounds, athletic fields, or athletic facilities
[RCW 28A.335.155](#) Use of buildings for youth programs—Limited immunity
[20 USC Sec. 7905](#) Boys Scout of America Equal Access Act
[34 CFR Sec. 108.6](#) Equal Access to Public School Facilities For The Boy Scouts of America
and Other Designated Youth Groups
[AGO 1973 No. 26](#) School districts—Use of school facilities for presentation of programs—
Legislature—Elections

Management Resources:

Policy and Legal News, February 2014 Other updates/corrections

Policy and Legal News, July, 2013 Equal access to K-12 campuses law goes into effect

Policy and Legal News, June 2013 Use of School Facilities policy clarification

Policy News, December 2011 Changes in WSSDA's *Policy Reference Manual*

Policy News, August 2009 Concussion and Head Injuries Legislation

Adoption Date: 09.22.09

Revised: 08.28.12; 01.13.15; 11.24.15; 02.12.19

APPENDIX H: RELATED POLICY AND PRACTICES DESCRIPTION

APPENDIX H: DESCRIPTION OF RELATED POLICIES AND PRACTICES TO INCREASE EQUITABLE ACCESS TO PHYSICAL ACTIVITY SPACES

I. Improved and more targeted data collection on field users.

In order for cities to understand who is and isn't using their fields, additional data is needed to overlay onto the facilities and joint use inventory created for this report. Additional demographic information is required in order to understand how accessible those facilities are, particularly to the most vulnerable populations in a community.

Cities and parks departments can start with currently collected information from users through registration forms and field allocation. Examples of data points that cities need in order to be accountable for the accessibility of their facilities are

- A. Key demographics based on what is already known about groups who are less active, such as:
 - a. Youth with disabilities
 - b. Immigrant youth
 - c. Girls
 - d. Youth of color
- B. How far facility users travel from their homes to access the facility.
- C. What groups are paying and how much
 - a. Pay-to-play or select teams vs. community-based organizations

II. Public engagement in field and facility use strategic planning

School districts and parks departments should actively embed community user groups into the planning and decision making process around adding, changing, or opening physical activity spaces. This recommendation goes beyond traditional public comment hearings to suggest that the public should be asked specifically about physical activity spaces and programming in all phases of planning.

III. Joint school district and municipal and county-level planning

The task force found a gap in communication and joint planning between municipalities and school district leadership when planning for, building, and renovating physical activity spaces and other community assets. In order to maximize the benefits of these spaces for community users, better communication and partnership is needed in the early stages of planning.

IV. Equity audit of shared use and other field use policies

All forms, policies, and procedures that govern who gets to use physical activity spaces should undergo a review specifically identifying the extent to which they address the equity issues outlined in this report and the extent to which they are readily accessible to all

APPENDIX H: RELATED POLICY AND PRACTICES DESCRIPTION

members of the community who might need them in languages and formats that stakeholders need.

V. Adoption of a strong, equitable shared use agreement brokered by community

Typically shared use agreements are complicated, technical, and the process of creating them prohibits public or community input. When decisions are being made around shared use, community members should be educated and brought in specifically to be a key voice in their development. A guide can be found in the Shared Use Agreement Template created by the King County Play Equity Coalition (Appendix D this report).

VI. The creation of a youth sports and recreation advisory council

There is no government oversight of youth sports at any level of government. An advisory council at the city or county level tasked with ensuring safe, equitable youth sports would allow for more accountability and oversight on the quality and accessibility of youth sports and facilities. In some municipalities, these groups act as brokers to ensure all user groups are able to access fields and facilities and work, across sports and programs, to divvy up play spaces.

VII. A free play plan that sets aside fields and facilities for free play, not to be scheduled.

The task force discussed the tension between needing the revenue from field reservations in order to maintain and staff spaces, often leading to them being scheduled during all high-use times (weekends, afternoons). However, overly scheduled park spaces makes it increasingly difficult for drop-in, free-play, and local users. These users are more likely to be from populations that experience cost or transportation barriers to participation.

A free play plan specifically sets aside times when parks cannot be scheduled in order to protect those spaces for non-paying users. This should be built into all public facilities' scheduling plans. Additional sources of funding, such as charging pay-to-play or select programs more, could offset any needed revenue to keep the facility safe, clean, and/or staffed.

VIII. A field and facilities booking system that is consistent across schools and parks in the region and that is accessible to users.

Right now, different cities, school districts, and counties all use different systems to both advertise and book their physical activity facilities. The task force discussed the difficulty this creates for community members to understand what spaces are available and then also to confirm reservations.

A shared, centralized, and common booking system would enable users to better identify what spaces are available and complete bookings in one location. This adversely impacts potential users who may not be technologically proficient enough to search a government website or use a brand new system

APPENDIX H: RELATED POLICY AND PRACTICES DESCRIPTION

IX. Intergenerational physical activity programming at school sites, supported by community partners

Youth are more likely to be active if their parents, guardians or family members are also active. Schools have an opportunity to build deeper community connections with youth and their households by programming family physical activity as part of their school outreach strategy. This could include:

- Physical activity as part of school social events
- Partnerships with community partners to provide physical activity programming for full households
- Leveraging middle and high school sports teams to come provide programming for community service

X. Accessible design elements

Youth with disabilities have a more difficult time safely accessing public or school-based physical activity spaces and programming. This is due to the lack of adaptive equipment and inaccessible infrastructure. Schools and parks should focus on universal design (with input from community members with disabilities) when building or renovating facilities to ensure there are design elements that can be used by people in wheelchairs and people with different mobility needs, for example.

XI. Development of a sliding scale fee policy for fields and facilities use

Flat fee facility rentals disproportionately put more burden on community-based organizations and nonprofits who are more likely to be focused on equity than their pay-to-play counterparts. In order for those organizations to be able to access spaces - which in turn creates more diverse, equitable programming in public facilities - one strategy is to use a sliding scale fee structure for field reservations. The sliding scale could be based on overall budget, equity standards such as number of youth participating in programming for free, or other demographics of the participants.

XII. Consider open community use of school facilities and green school yard conversions

Open use is when school facilities are open to the public without need of a reservation. School facilities are often underutilized as public spaces. Schools and parks should work together to identify times and strategies to open up school spaces more readily for public access. Green school yard conversions is one example of this strategy as a way to make school yards mirror parks in their green space and availability to community members.

APPENDIX I: SHARED USE TOOLKIT



Shared use for Washington State:

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



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.¹ Additionally, in our state, a troubling one out of every four tenth grade students is overweight or obese.² 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.³ 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.⁴ 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.⁵ 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.⁶ Annually, obesity causes an estimated \$42 billion in lost productive time.⁷ Unhealthy eating and lack of physical activity significantly contribute to obesity, and shared use is one avenue for increasing opportunities that promote healthier lifestyles.

4 *Id.*

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

6 Finkelstein, E. A., Trogdon, 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.

7 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.

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

2 *Id.*

3 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.⁸ 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.⁹ 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.¹⁰ 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.¹¹ 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).



Shared Use Toolkit Development

* 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



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.

Case studies *continued*



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

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"> ▪ Defines and explains joint use ▪ Describes how joint use relates to school construction assistance program ▪ Answers other questions regarding joint use ▪ Gives perspectives on community schools ▪ Offers policy recommendations <p>Appendices:</p> <ul style="list-style-type: none"> ▪ Appendix A: Executive Summary - Family-Community Resource Centers Initiative, Vancouver WA Public Schools ▪ Appendix B: Case Studies for Vancouver Public Schools, Family-Community Resource Centers ▪ Appendix C: Multi-Use of Schools by Deborah Salas, Executive Director of Community Schools Collaboration | <p>http://www.k12.wa.us/SchFacilities/pubdocs/AnalysisofJointUseofPublicSchFacilitiesRptLegisJan2010.pdf</p> |
| Report, Paper, or Analysis | <p>"Liability Risks for After-Hours Use of Public School Property to Reduce Obesity: Washington"</p> <p>National Policy & 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"> ▪ Public schools, the duty element, and after-hours use ▪ Limits on damages ▪ Selected risk management issues <ul style="list-style-type: none"> ▪ Liability waivers ▪ Providing access through third parties | <p>http://www.nplanonline.org/sites/phlpnet.org/files/WA_JointUse_Final_SP_20090311.pdf</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>http://www.mrsc.org/research/libraryresults.aspx?cat=1480</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"> City of Cheney and Cheney School District No. 360 (2010) Tacoma Public School District and Metropolitan Park District of Tacoma (2009) City of Union Gap and Union Gap School District No. 2 (2010) City of Port Angeles and Port Angeles School District No. 121 (2007) City of Sammamish and Lake Washington School District No. 414 (2004) City of Sammamish and Issaquah School District No. 411 (2004) Vashon-Maury Island Park and Recreation District and Vashon Island School District No. 402 (2003) Skagit County and Community College District No. 4 (1995) City of Shoreline and Shoreline School District No. 412 (2001) City of Mill Creek and Everett School District No. 2 (1997) City of Kirkland and Lake Washington School District No. 414 and the City of Kirkland (2000) City of Seattle and Seattle School District (1994) City of Bellevue and Bellevue School District (1994) | http://www.mrsc.org/research/libraryresults.aspx?cat=1480 |
| 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"> About intergovernmental cooperation General statements of cooperation Consolidated administration Joint acquisition and/or development of facilities Joint use of facilities Joint programs | http://www.mrsc.org/subjects/parks/ig-parks.aspx |

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"> ▪ Marysville Parks and Recreation Department implemented an after-school program at a middle school. ▪ City of Bonney Lake, City of Sumner, and the Sumner School District work together to operate a joint recreation program. ▪ City of Sammamish and Lake Washington School District transformed three poorly maintained acres at Eastlake High School into a large multi-use sports complex. | <p>http://www.awcnet.org/ProgramsServices/CityAwards/MunicipalExcellenceAwards.aspx</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"> ▪ Planning policies, regulation, and funding ▪ Bicycle and pedestrian safety ▪ Community resources for physical activity ▪ Employment sites ▪ Schools ▪ Public transportation | <p>http://www.doh.wa.gov/cfh/nutritionpa/Documents/ACEs-Checklist-09-07-final.doc</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"> ▪ Appendix A: User demand and park use survey examples ▪ Appendix B: Park inventory examples ▪ Appendix D: Interlocal agreement examples <ul style="list-style-type: none"> ▪ Thurston County and City of Lacey Memorandum of Understanding ▪ Interlocal Agreement between Peninsula School District, City of Gig Harbor, and Pierce County | <p>http://www.rco.wa.gov/documents/manuals&forms/CTEDIAC_parks_rec_plan_guide.pdf</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"> Summarizes research on playgrounds and how they impact physical activity among children Offers policy implications | <p>http://www.activelivingresearch.org/files/ALR_Brief_SafePlaygrounds.pdf</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 & Schools (prepared by Jeffrey M. Vincent)</p> <p>Date: September 2010</p> | <p>This report:</p> <ul style="list-style-type: none"> Summarizes current perspectives and prior research on joint use Assesses and categorizes types of joint use in California Offers research recommendations | <p>http://media.cefp.org/CCS_Partnerships.pdf</p> |
| Report, Paper, or Analysis | <p>"Summary of Legal Rules Governing Liability for Recreational Use of School Facilities"</p> <p>National Policy & Legal Analysis Network to Prevent Childhood Obesity, Public Health Law & 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"> Governmental or sovereign immunity Recreational use statute Traditional common law treatment of entrants on land Limits on damages | <p>http://www.nplanonline.org/sites/phlpnet.org/files/Liability_Recreational_Use_Facilities_CHART_FINAL_20100416_0.pdf</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"> ▪ Defines joint use ▪ Describes the factors that drive demand ▪ Presents the benefits of joint use and development ▪ Identifies the challenges to expand access to and development of public school buildings and grounds | <p>http://citiesandschools.berkeley.edu/reports/2010_JU_Concept_Paper.pdf</p> |
| Report, Paper, or Analysis | <p>"Fifty-State Scan of Laws Addressing Community Use of Schools"</p> <p>National Policy & 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"> ▪ Use of school property by community ▪ Liability ▪ Fees ▪ Insurance ▪ Joint use ▪ Grade schools or universities/colleges | <p>http://www.nplanonline.org/system/files/JU_StateSurvey_FINAL_2010.03.19.pdf</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>http://www.cdc.gov/healthycommunitiesprogram/tools/change/pdf/changeactionguide.pdf</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 & Policy</p> <p>Date: January 2010</p> | <p>This toolkit includes:</p> <ul style="list-style-type: none"> ▪ A snapshot of joint use in California ▪ A step-by-step checklist for negotiating and developing a joint use agreement ▪ Profiles of different types of joint use agreements ▪ Methods for financing joint use ▪ Ways to overcome liability, scheduling, maintenance, and relationship-building issues | <p>http://www.phlpnet.org/sites/phlpnet.org/files/Joint_Use_Toolkit_FINAL_web_2010.01.28.pdf</p> |
| Toolkit/Tool | <p>"Community Assessment Tool"</p> <p>National Center for Bicycling & Walking</p> <p>Date: December 2002</p> | <p>Appendices</p> <ul style="list-style-type: none"> ▪ Appendix 1: California laws that support joint use ▪ Appendix 2: Sample agreements and related documents ▪ Appendix 3: Public Health Law & Policy Model California Joint Use Agreements <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"> ▪ Transportation ▪ Land-use and development ▪ Schools ▪ Parks, recreation, and trails ▪ Safety, security, and crime prevention | <p>http://www.activelivingresources.org/assets/community_assessment_tool.pdf</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 & Schools</p> | <p>This website offers a joint use calculator tool that will help:</p> <ul style="list-style-type: none"> Identify school district facility related costs Calculate full cost of ownership on a per square foot and per hour basis Determine policy decisions school districts need to make about which users to subsidize Create fee structure options for non-school users, based on the real cost of ownership | <p>http://citiesandschools.berkeley.edu/joint-use.html</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"> "Joint Use 101" document Fact Sheet: Joint Use and Health Sample letters to the editor California's policy framework California joint use success stories | <p>www.jointuse.org</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"> Tools and Assessments Policy Handbooks Checklists Evaluation Surveys Miscellaneous | <p>http://www.cdc.gov/healthycommunitiesprogram/tools/change/pdf/additionalresources.pdf</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

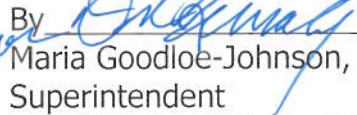
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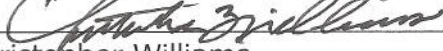
Seattle Parks and Recreation

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

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 th | 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 |



COPY

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 18th. 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



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

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

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

| Joint Use Performance 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) |

| Parks Facility | School Facility | Lease/Agreement |
|----------------------------|---------------------------|------------------------|
| 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 24th 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



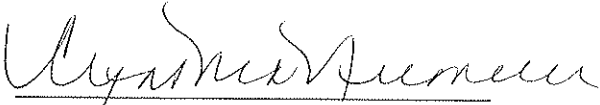
Tom Trulove, Mayor

Lawrence R. Keller, Superintendent

Date: 8-24-10

Date: _____

ATTEST:



City Clerk

City of Cheney
609 2nd 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**

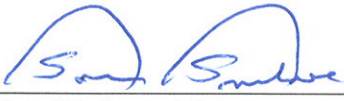
WHEREAS, the City of Cheney wishes to provide a high quality before and after school program for elementary aged children at Windsor and Betz Elementary Schools; and

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.

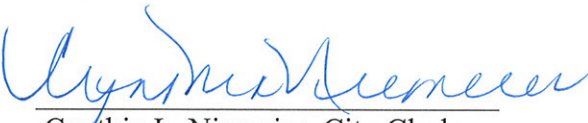
NOW THEREFORE, BE IT RESOLVED the Cheney City Council by majority vote hereby agrees to authorize the Mayor to sign the attached inter-local agreement with the Cheney School District for the purpose of providing a high quality before and after school program.

ADOPTED, on this 24th day of August, 2010 by the Cheney City Council at their regularly scheduled council, meeting at Cheney Council Chambers, 609 2nd 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 15th 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.

- ### C. Personnel

- ### SECTION 3: District Outdoor Athletic Facilities Scheduling and Use:

- ### Elementary Fields:

- 3 -

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:

If to the City:

Jeff Watling
Parks and Recreation Director
486 228th Ave NE
Sammamish, WA 98074
Business Phone: (425) 898-0660
Fax: (425) 898-0669

If to the District:

Forrest W. Miller
Director of Support Services
15212 NE 95th St
Redmond, WA 98052
Business Phone: (425) 882-5108
Fax: (425) 882-5146

SECTION 18: Non-Waiver

- a. Failure of either party to insist upon the strict performance of any term of this Agreement will not constitute a waiver or relinquishment of any party's right to thereafter enforce such term.

SECTION 19: Integration

- a. This writing contains all terms of the parties' agreement on this subject matter. It replaces all prior negotiations and agreements, subject to the provisions of Section 1 herein above. Modifications must be in writing and be signed by each party's representative.

SECTION 20: Filing

- a. This Agreement shall be filed with the County Auditor pursuant to RCW 39.34.040.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed on their behalf.

Dr. F. Donald "Don" Saul
Superintendent
Lake Washington School District

Ben Yazici
City Manager
City of Sammamish

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that ____ signed this

instrument, on oath stated that ____ was authorized to execute the instrument and acknowledged it as the _____ of Lake Washington School District No. 414, a Washington municipal corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____, 2004.

_____[Print Name]
 NOTARY PUBLIC in and for the State of
 Washington, residing at _____
 My commission expires: _____

[illegible]

I certify that I know or have satisfactory evidence that Ben Yazici is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the City Manager of the City of Sammamish, a Washington municipal corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____, 2004.

_____[Print Name]
 NOTARY PUBLIC in and for the State of
 Washington, residing at _____
 My commission expires: _____

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 make to

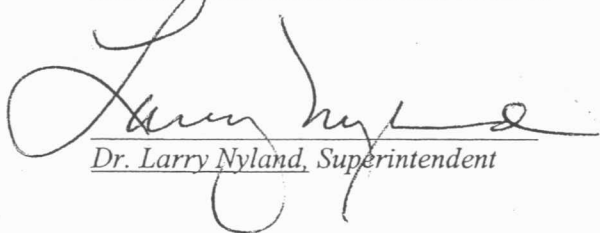
| | | |
|------------------------------|-----------------------------------------------------------------|--------------------------------|
| Name | City of Marysville Marysville Parks & Recreation Director | Marysville School District #25 |
| Address: | 6915 Armar Rd Marysville WA 98270 | |
| Phone: | 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 15th 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 45th 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)

)

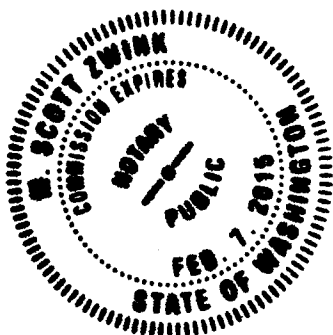
COUNTY OF KING)

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 24th 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

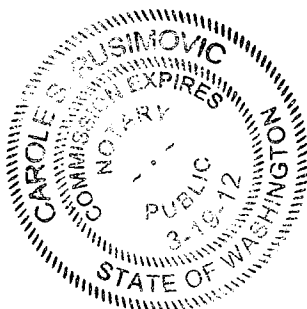
STATE OF WASHINGTON)

COUNTY OF KING)

ss.

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 9th 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 Tool¹

| 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 | | | | | | | | | | |

¹ Adapted from City of Des Moines, WA with thanks to Sue Anderson.