

JOINT USE AGREEMENT

BETWEEN SHORELINE SCHOOL DISTRICT #412 AND THE CITY OF SHORELINE

THIS AGREEMENT, made and entered into this _____ day of _____, _____.

The parties to this Agreement are: Shoreline School District #412 (DISTRICT) and the City of Shoreline, Washington (CITY). The signatories to this Agreement represent that they have authority to bind their respective principals. This Agreement is entered pursuant to R.C.W Chapter 39.34 (Interlocal Cooperation Act) and R.C.W. Chapter 28A.335 (School District Property).

WHEREAS, the governing bodies of the City and District are mutually interested in an adequate program of community recreation; and

WHEREAS, said governing bodies are authorized to enter into agreements with each other, and to do any and all things necessary or convenient to aid and cooperate in the cultivation of the community's health and vitality by providing for adequate programs of public recreation; and

WHEREAS, said governing bodies are also mutually interested in assuring public facilities are accessible and available for Shoreline School District students and the greater Shoreline community; and

WHEREAS, in the interest of providing the best service with the least possible expenditure of public funds, full cooperation between City and District is necessary; and

WHEREAS, a joint use concept can best provide for the usage, maintenance and operation of existing public facilities for utilization by both parties; and

WHEREAS, a joint use agreement would also allow and encourage the City and District to work together in planning and developing public facilities for joint use, and

WHEREAS, the parties agree that coordinated and cooperative scheduling of public facilities is the best way to maximize the beneficial use of these facilities while ensuring that they are maintained as sustainable community assets.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the City and the District do agree as follows:

1. School Facilities

It is recognized that school properties are intended primarily for school purposes and for the benefit of individuals of school age. It is therefore agreed that, in planning programs and scheduling activities on school grounds, the needs and opportunities of such individuals will be provided for.

The District shall make school facilities available to the City which are suitable for community programs. Use of said facilities shall be in accordance with the policies and procedures of the District for the use of school facilities, by the laws of the State of

Washington, and as otherwise provided for in this Agreement. This shall include the District's policy on shared-decision making.

The District shall allow distribution of the City's Recreation Guides four times per year to at least one child per family within each elementary school. All other requests for distribution of materials should be made through the Shoreline School District's Communications and Community Relations Office.

School District facilities or portions thereof, under lease to third parties are excluded from this agreement.

2. City Facilities

It is recognized that City properties are intended for utilization by and benefit to residents of all ages. It is therefore agreed that, in planning programs and scheduling activities on City property, the needs and opportunities of all age groups will be provided for.

The City shall make City facilities suitable for school programs available to the District. Use of said facilities shall be in accordance with the policies and procedures of the City in granting permits for the use of its facilities, by the laws of the State of Washington, and as otherwise provided for in this Agreement.

The City shall make space available in its seasonal Recreation Guides and other related publications, for District enrichment, extra-curricular, and/or special event information (e.g., high school theater productions, summer sports camps, band concerts, etc). Additionally, the City shall allow the District to display brochures, posters, or informational materials (pending space availability) at City facility locations.

3. Addenda

The parties may develop addenda to the Agreement to provide supplemental terms for specific facilities.

4. Scheduling

The District and the City will engage in joint and cooperative scheduling of facilities. For this scheduling, each staff will keep foremost in its thoughts and actions the needs of our youth. So that the investment of our taxpayers is fully realized, every attempt will be made to maximize the use of our public facilities.

The District and the City shall designate staff responsible for scheduling facilities. These staff members shall meet regularly as necessary to coordinate the scheduling of these facilities for use and maintenance activities in order to maximize the public benefit from these facilities while ensuring that the condition of these facilities is not degraded. In addition, these representatives shall develop standard use policies (e.g. field recovery time) that can be applied to the facilities of both agencies.

5. Staffing

The City shall provide adequate personnel to supervise City activities held in/on school facilities, and the District shall provide adequate personnel to supervise school activities held in/on City facilities.

The personnel employed by each agency shall act under the supervision, rules, and regulations of that agency. The personnel of each party engaged in the performance of this Agreement shall not be considered employees or agents of the other party. Each Agency shall be responsible for the acts and omissions of its own officers, employees and agents. Neither party is responsible for the acts and omissions of any person or entity not a party to this Agreement.

6. Fees

The facilities of the District and the City shall be made available at no charge during regular hours of operation (hours during which building maintenance or appropriate supervisory staff are usually scheduled). However, when a requested use falls outside of the regular hours of operation, a fee may be assessed to cover the cost of staffing the facility during those hours.

7. Dispute Resolution

In the event a dispute arises as a result of implementation of this Agreement, resolution shall be addressed by the parties identified below in the following sequential order (as needed):

- a) Site-Based Supervisors;
- b) Designated Administrative Staff of School Superintendent and City Manager
- c) School Superintendent and City Manager

8. Replacement of Materials/Equipment

The City shall furnish and supply all expendable materials and equipment necessary for carrying on City-sponsored activity in/on school facilities unless otherwise agreed. Note: In those situations where the City is the primary user of District equipment (such as volleyball nets, etc.), the City agrees to financially support the District in the periodic replacement of such equipment based on usage. In those situations where the District is the primary user of City equipment (such as bases, swim pool equipment, etc.), the District agrees to financial support City in the periodic replacement of such equipment based on usage. In both cases, the City and the District shall agree on a replacement schedule.

9. Improvements, Maintenance, Operation and Refurbishment

a) Subject to the written approval of the Superintendent of Schools, or his/her designated representative, the City may improve school grounds, athletic fields, and playground areas (including the installation of recreation equipment). Ownership and maintenance of such equipment or enhanced facilities will be addressed in separate addenda to this Agreement.

b) Subject to the written approval of the City Manager, or his/her designated representative, the District may improve park facilities (including the installation of school equipment). Ownership and maintenance of such equipment or enhanced facilities will be addressed in separate addenda to this Agreement.

c) It is further agreed that the plans, specifications and standards for the placement of all equipment, facilities and improvements upon said premises (whether permanent or temporary), and the type, design and construction thereof, shall be approved in writing by the agency owning the premises prior to any installation thereof, which approval shall not be unreasonably withheld.

d) The cost of maintaining, operating and refurbishing specific improved areas shall be borne proportionately by the City and the District as determined by the scheduled use of said area; and further, the City and the District agree to maintain such areas in good condition during the periods of their respective responsibility as will be addressed in separate Addenda to this Agreement.

10. Agreement Development

Representatives of the District and the City shall meet as necessary, but not less than quarterly, to address the issues that may arise and to discuss scheduling and maintenance issues, equipment replacement schedules, and potential co-funded capital projects. This Agreement and any addenda thereto shall be reviewed at least annually by these representatives.

11. Facilities Development

The parties will involve each other in the planning and design development of new construction or the significant remodel of existing facilities. Upon request, the Superintendent of Schools or the City Manager shall designate a representative of their respective agencies to participate in the project planning process of the other. The purpose of this participation shall be to provide input on facilities development, to explore opportunities to create multipurpose facilities, to avoid unnecessary duplication of facilities, and to facilitate permitting of construction projects.

12. Supremacy of Addendum

Should the terms and conditions of any addendum to this agreement conflict in part or in total with the terms hereof, then the terms and conditions of the addendum shall control in relation to the specific properties and/or activities identified in the scope of such addendum. In addition, if the terms and conditions of this Agreement or an Addendum to this Agreement conflict in part or in total with state laws or other governing statutes, then the state law or other governing statute shall control.

13. Force Majeure

Neither party shall be held responsible or be considered in breach of this agreement based upon events beyond their control or reasonably unforeseeable including, but not limited to, natural disasters, mechanical or structural failures, or unusual athletic success. Each party shall endeavor to notify the other as early as possible should such an event occur or if its likelihood of occurrence increases. The parties shall work to minimize the impact of such rare events on the rights and obligations articulated in this agreement.

14. Termination

Either party may terminate this Agreement **as to any or all facilities** upon giving to the other party twelve (12) months advance written notice of intention to terminate. In the event that termination deprives the non-terminating party of use of a co-funded facility or improvement, the party no longer having access shall be reimbursed its share of the depreciated value of any permanent improvements (e.g. sprinkler systems or buildings). Depreciated value shall be determined by reducing capital cost by 5% per year after the completion of construction or other method mutually agreed to by the parties. Any contributions by King County will be included in this calculation for payment.

15. Indemnification/Hold Harmless

The District shall indemnify and hold harmless the City, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for the loss or damage to property, which arises out of the District's use of the City's facility or from the conduct of District business, or from any activity, work or thing done, permitted, or suffered by the District in or about the City's facility, except only such injury or damage as shall have been occasioned by the sole negligence of the City.

The City shall indemnify and hold harmless the District, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for the loss or damage to property, which arises out of the City's use of the District's facility or from the conduct of City's use of the District's facilities or from the conduct of City business, or from any activity, work or thing done, permitted, or suffered by the City in or about the District's facility, except only such injury or damage as shall have been occasioned by the sole negligence of the District.

The foregoing indemnity is specifically and expressly intended to constitute a waiver of each party's immunity under Washington's Industrial Insurance Act, RCW Title 51, as respects the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitor's employees. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

16. Insurance

The District and the City shall purchase and maintain for the duration of this Agreement Commercial General Liability insurance in an amount of not less than \$2,000,000 per occurrence limit and not less than \$2,000,000 general aggregate policy limit. The owner agency shall be named as an additional insured on the user agency's Commercial General Liability insurance policy. Each agency's Commercial General Liability insurance shall include coverage for participant liability. A certificate of insurance evidencing the required insurance shall be furnished to the other agency. The insurance certificate shall give a thirty (30)-day notice of cancellation.

The insurance policies shall contain, or be endorsed to contain that the insurance coverage of the party using the other's facility shall be primary insurance for liability arising from such use or facility responsibility. Any insurance, self-insurance, or insurance pool coverage maintained by the owner of the facility shall be in excess of the user's insurance and shall not contribute with it.

The aforementioned insurance coverage may be provided by comparable insurance risk pool coverage, and a coverage letter from the risk pool administrator may be provided in lieu of a certificate of insurance.

17. Nondiscrimination

No person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed national origin, age except minimum age and retirement provisions, marital status, or in the presence of any sensory, mental or physical handicap.

18. Notices

Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears below (as modified in writing from time to time by such party), and given personally, by registered or certified mail, return receipt requested, by facsimile or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

City Manager, City of Shoreline
17544 Midvale Ave. N.
Shoreline, WA 98133-4921

Superintendent, Shoreline School District
18560 1st Ave. NE
Shoreline, WA 98155-2148

19. Severability

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the District, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

20. Entire Agreement

This Agreement, including Addenda contains the entire Agreement between the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this agreement, shall be deemed to exist or bind any of the parties hereto. Either party may request changes in the agreement. Proposed changes which are mutually agreed upon shall be incorporated by written amendment or Addenda to this agreement.

In WITNESS WHEREOF, the parties hereto have caused this agreement to be executed on their behalf:

CITY OF SHORELINE

BY _____

Robert E. Deis, City Manager

Approved as to form

BY _____

Ian Sievers, City Attorney

SHORELINE SCHOOL DISTRICT #412

BY _____

Joan Watt, Superintendent

Approved as to form:

BY _____

Lester "Buzz" Porter, Shoreline School Board Attorney



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