

RESOLUTION NO. 12-07

A RESOLUTION of the City Council of the City of Port Angeles, Washington, relating to an Interlocal Agreement for Use of Facilities between the City and the Port Angeles School District No. 121.

WHEREAS, the City and the School District each have facilities which can be operated jointly for the welfare of all citizens; and

WHEREAS, the City and the School District have operated informally under the framework of this arrangement since 1980; and

WHEREAS, the parties agree that a formal update and renewal of the arrangement will help to establish consistent policies and procedures to guide staff, and the parties agree that past practices guide the interpretation of legislative intent of the City Council and School Board of Directors; and

WHEREAS, the City and the School District desire to keep operating and maintenance costs to a minimum for the benefit of the community; and

WHEREAS, the City and the School District are willing to cooperate in the joint use of facilities as set forth in the interlocal agreement;

NOW, THEREFORE, BE IT RESOLVED:

That the Port Angeles City Council hereby approves and adopts the Interlocal Agreement for Use of Facilities between the City and the Port Angeles School District No. 121 and authorizes the City Manager to sign the agreement.

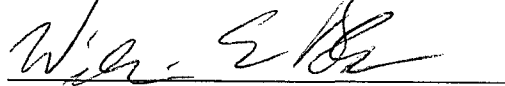
PASSED by the City Council of the City of Port Angeles at a special meeting of said Council held on the 15th day of May, 2007.


MAYOR

ATTEST:


Becky J. Upton, City Clerk

APPROVED AS TO FORM:


William E. Bloor, City Attorney

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CITY OF PORT ANGELES
PORT ANGELES SCHOOL DISTRICT No. 121

Interlocal Agreement for Use of Facilities

This Agreement made and entered into this first day of June, 2007, by and between CITY OF PORT ANGELES, a Washington Municipal Corporation, hereinafter referred to as "City" and PORT ANGELES SCHOOL DISTRICT, hereinafter referred to as "District".

WITNESSETH:

WHEREAS, the City and District both have facilities that can be operated jointly for the welfare of all citizens concerned, and

WHEREAS, the City and District operated under the framework of this arrangement since 1980; however, a formal update and renewal of the arrangement will help to establish consistent policies and procedures to guide staff, and the parties agree that past practices guide the interpretation of legislative intent of the council and board, and

WHEREAS, the City and the District desire to more efficiently use such facilities and equipment for the benefit of the community at large, and to lessen the need for new or expanded facilities in the future, and

WHEREAS, the City and the District desire to work cooperatively to develop new facilities as the City and the District populations grow, and

WHEREAS, the City and the District desire to keep operating and maintenance costs to a minimum for the benefit of the community, and

WHEREAS, the City and the District desire to cooperate with each other to seek grants and other funding to carry out the intent of this Agreement, and

WHEREAS, the City and the District are each willing to cooperate in this matter under certain conditions and provisions.

NOW, THEREFORE, in consideration of the covenants herein contained and other good and valuable consideration, the City and the District mutually agree to the joint use of their respective facilities as defined within this Agreement, under the following conditions:

(1) Terms

The initial term of this Agreement shall be for ten (10) years, ending May 31, 2017. The City and District agree that this agreement shall be automatically renewed for successive ten (10) year terms unless the agreement is subsequently amended by the parties, or is cancelled in accordance with the following provisions:

- a. Cancellation of this agreement may be made by either party, upon written notice by the City Manager or District Superintendent with a minimum six months notice prior to effective date of cancellation; or
- b. Upon breach of this agreement by a party, the other party shall give written notice of termination of the Agreement specifying the claimed breach and action required to cure the breach. If the breaching party fails to cure the breach within five days from receipt of said notice, then the contract shall terminate ten days from receipt of the written notice.

(2) Recreation Facilities

Recreation-oriented facilities shall be defined to include any physical sites, buildings or grounds, which are designed to accommodate activities oriented toward recreational or cultural programs. These facilities may be further described by separate memoranda agreed upon by the District Superintendent and City Manager.

(3) Basic Purpose

The basic purpose and intent of the agreement shall include:

- a. Cooperation in the acquisition, development, and operation of integrated school/park or facilities within the jurisdiction of the City and/or the District;
- b. cooperation in the development of school/City facilities joint use sites through the joint operation of existing separate facilities subject to any limitations imposed by state statutes and/or budgetary constraints;
- c. providing for the joint use of facilities that belong to the City and/or the District in a manner which does not interfere with the specific purposes for which the facility was intended;
- d. providing for use of facilities that belong to the City and/or the District by various community recreation-oriented groups and users contributing to the improvement and maintenance thereof;
- e. pursuit of means to economize in facility maintenance through the cooperative planning of staff assignments as well as equipment acquisition and utilization;
- f. cooperation in seeking grants and other funding to carry out the intent of this Agreement;

- g. commitment in principle, as well as in practice, to the concept of equal opportunity in matters related to this Agreement.

(4) Acquisition

- a. When either party contemplates the acquisition of additional recreation-oriented property it shall consult with the other party as to its needs and future plans in the area.
- b. If a park and/or a school facility is needed in an area of the community, every effort shall be made by the City and the District to provide for adequate land for integrated use.
- c. If an expansion of facilities is needed by one party in an area already served by the other party, an effort shall be made to locate adjacent to the existing facility in need of expansion.

(5) Operation

- a. In the joint use of facilities, the liability of the City and of the District and the responsibility for maintenance and upkeep shall be set forth in subsidiary memoranda of understanding between the City and District as agreed upon by the City Manager and District Superintendent.
- b. The City and the District shall work to develop a program for joint maintenance of District and City recreation facilities through subsidiary memoranda of understanding between the City and District as agreed upon by the City Manager and District Superintendent.

(6) Maintenance of Lands, Buildings, Facilities and Equipment

- a. The parties shall plan together schedules and activity programs in a manner that will permit the necessary facility maintenance while also assuring more efficient facility utilization.
- b. Each party agrees to provide to the other the use of recreation-oriented facilities when those facilities are not scheduled for use by the owner party. Use shall be provided free of charge, without payment of any rents, fees, or charges except the mutually agreed upon actual costs incurred as a result of the special assignment of personnel to accommodate the user party.
- c. An attempt shall be made by each party to exchange service and labor on an equal sharing basis.
- d. It is agreed that the parties each shall maintain its own buildings, facilities, and equipment in usable condition except on properties where reimbursement has been agreed upon by the parties. Exceptions to this general statement include:
 - (d.1) Where the parties have agreed to the cooperative use of equipment and manpower in joint facility maintenance.

- (d.2) When special and/or unusual costs have been incurred as a result of the special assignment of personnel to accommodate the user party and a schedule for reimbursement or subsidy has been mutually agreed upon by the parties.
- e. When either the City or the District is using the facilities of the other, the user shall provide sufficient supervision of the activity as well as of the facility itself. Evidence of sufficient supervision shall be:
 - (e.1) The condition of the facility shall be unchanged upon completion of an activity from the condition found at the beginning of that activity, excepting normal wear and tear.
 - (e.2) Adequate provisions shall have been made to ensure the safety of participants and spectators.
- f. No alteration shall be made by one party of the other party's buildings, facilities or equipment without the mutual agreement of the parties.

(7) Scheduling of Facilities

- a. The City, serving as the community recreation agent, shall have available the District's recreation facilities when not scheduled for use by the District. The City shall act as the schedule clearing center for City and District facilities for community users.
- b. Each District site shall provide to the City a list of available dates for each school recreation location which may then be scheduled for community groups by the City. The schedule for notification to the City shall be:
 - August 1 for City use of District facilities through November 30.
 - November 15 for City use of District facilities through February 28.
 - February 15 for City use of District facilities through August 31.
- c. The District Athletic Director shall present to the City its requests for District use of City owned facilities. The schedule for notification to the City shall be:
 - August 1 for District use of City facilities through November 30.
 - November 1 for District use of City facilities through February 28.
 - February 1 for District use of City facilities through end of school.
 - June 1 for District use of City facilities through July 31.

- d. The scheduling for Civic Field shall include the following considerations:
 - (d.1) The District, as a party to this agreement, shall be given preference in scheduling over other users. It shall not, however, be given exclusive use of that facility.
 - (d.2) The District shall be granted scheduling for all High School sports that are appropriate at the Civic Field facility.
 - (d.3) No contest involving Port Angeles athletic teams shall be scheduled by the visiting team on the Civic Field without the approval of the District.
- e. After the parties have established their schedules, the city shall conduct seasonal activity planning meetings to include all community recreation service groups who will be making facility use requests to determine and agree upon designated times as well as facility assignments. Community groups providing significant equipment, labor or other financial or in-kind contributions toward construction, maintenance or improvements of facilities shall be given priority in facility assignments.

(8) City Facilities Use Contact

The District shall appoint one person who will be responsible for scheduling use of City facilities for all District personnel.

(9) District Facilities Use Contact

The City shall appoint one person who will be responsible for scheduling use of District facilities for all City personnel.

(10) Restriction on use

The City and the District agree to make no unlawful, improper, or offensive use of the subject premises and all rights of the using party hereunder shall be terminated by the City or the District in the event that such use is made thereof. All persons using facilities owned by the City shall abide by City policies. All persons using facilities owned by the District shall abide by District policies.

The City and District will attempt to avoid bumping existing facilities users. When a conflict exists, City and District shall attempt to find alternative sites for the non-City/District activity to take place.

The City and District acknowledge there will be times when City and District facilities will be shutdown for preventative or emergency maintenance, which shall take priority over all scheduled programs.

The City and District shall provide adequate notice of planned shutdowns.

(11) Hold Harmless

The City will defend, indemnify, and hold harmless the District, its officers, officials, employees, and volunteers from any and all claims, injuries, damages, losses, or suits, including attorney fees, arising out of or in connection with the use of facilities under this agreement except for injuries and damages caused by the sole negligence of the District.

The District will defend, indemnify, and hold harmless the City, its officers, officials, employees, and volunteers from any and all claims, injuries, damages, losses, or suits, including attorney fees, arising out of or in connection with the use of facilities under this agreement except for injuries and damages caused by the sole negligence of the City.

(12) Primary Liability Insurance Coverage

The City self-insurance program shall be primary with regard to any liability resulting from the negligent acts or omissions of the City, its officers, employees, agents or volunteers while performing the functions or furnishing facilities as described in this agreement. The liability insurance policy(s) of the District, shall be primary with regard to any liability resulting from the negligent acts or omissions of the District, its officers, employees, agents and volunteer while performing functions or furnishing facilities as described in this agreement.

(13) Assignment, Inspection

The City and the District will not assign this Agreement or sublet the premises or any part thereof without the written consent of the other party. The City and the District agree that each party and its authorized officers, agents and employees shall have the right to enter and inspect the subject premises and the operation being conducted thereon at reasonable times.

(14) Amendments

This agreement may be amended by mutual consent of the City Council and District Board of Directors. The parties hereto expressly authorize the Superintendent of the District and the City Manager of the City to negotiate memoranda of agreements subsidiary to this agreement and which do not change its terms, but rather clarify, support, or extend its intent.

(15) No Third Party Benefits

The parties hereto do not intend to confer on any third parties any benefits hereunder. Therefore, no third party may utilize any provision hereof as a third party beneficiary or otherwise.

(16) New Programs

It is agreed the City and the District will review and approve any new programs that are to be included in this Agreement.

(17) Interpretation

The parties agree that should there be issues concerning the interpretation of the Agreement, or questions with regard to use, such will be referred to the Superintendent and the City Manager or their respective designees.

(18) Entire Agreement

The terms and conditions written herein constitute the entire understanding between the parties. This Agreement shall not be modified or amended except in writing and executed by the parties hereto.

IN WITNESS WHEREOF, after approval by the City Council and District Board of Directors by resolution adopted at regular public meetings, the undersigned have duly executed this Joint Use Agreement this first day of June, 2007.

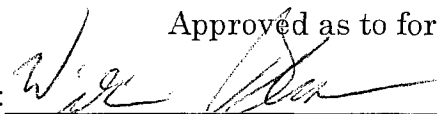
Port Angeles School District No. 121

City of Port Angeles

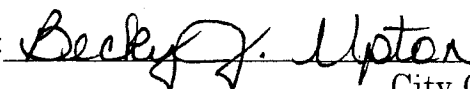
By: 
Superintendent

By: 
City Manager

Approved as to form only:

By: 
City Attorney

Attest:

By: 
City Clerk