

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

2016 - 2019

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

SEATTLE SCHOOL DISTRICT NO. 1
and
SEATTLE PARKS AND RECREATION

THIS AGREEMENT, ("Agreement"), is between THE SEATTLE SCHOOL DISTRICT NO. 1, hereinafter referred to as the 'District' and the SEATTLE PARKS AND RECREATION, hereinafter referred to as 'SPR'.

PREAMBLE

Since the 1920's, SPR and the District have pooled their resources to meet youth and community demands for more developmental and recreational opportunities. Over one third of the District's schools adjoin SPR's' land or facilities. The District and SPR 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/SPR 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. SPR and the District acknowledge the value of their collaboration and seek to extend their working relationship.

Seattle voters overwhelmingly approved District Building Excellence (BEX) and Building, Technology, and Athletic/Academics (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, are available to the community for increased hours under this Agreement. The joint use of the new facilities, including priority scheduling and operations, is covered under this Agreement.

In addition, Seattle voters approved the Seattle Parks for All Levy in 2002, the Parks and Green Spaces Levy in 2008 and the Seattle Park District in 2014, which resulted in and will result in improvements for existing or new athletic fields, open play spaces and similar areas, including spectator enhancements such as seating.

In recognition of the unique shared arrangement between SPR and the District, it is the intent

of both parties that the scope of this Agreement be limited to the respective uses as described by this Agreement. 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.

This Agreement is intended to enhance the primary missions of, while not interfering with the governance structures of, SPR and the District. The District and SPR acknowledge that the facilities and grounds uses authorized by this Agreement are both for a municipal and an educational purpose. This Agreement recognizes the District's commitment to school-based decision-making.

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.

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 SPR access of their respective facilities, both agencies agree to cooperate to the extent possible to increase general community use.

This Agreement describes the goals, priorities and operations of the Joint Use Agreement between the District and SPR. This Agreement is not intended to and does not confer any rights on third-parties.

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

I. VISION STATEMENT

Public facilities and grounds, under the jurisdiction of either SPR or the District, shall benefit and be used by Seattle children, adults, and families. The District and SPR 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. In order to foster community, neighborhood learning and vitality It is incumbent upon District and SPR to develop a unified approach to serving the community's recreation needs and to cooperatively maintain SPR and District facilities and grounds.

II. PURPOSE OF THE AGREEMENT

SPR and District believe that they can best advance their respective objectives by forming a

cooperative partnership. Both agencies support the following objectives:

- A. Increasing youth and community access to District facilities and grounds;
- B. Increasing student access to SPR facilities and grounds;
- C. Encouraging third-party recreational activities involving the District and SPR;
- D. Working together to jointly use SPR and District facilities to support school children and residents during times of catastrophic emergencies for sheltering, recovery of services and resumption of school.

In establishing this Agreement, SPR and the District seek to:

- A. Effectively and efficiently manage use of District and SPR facilities and grounds for the benefit of Seattle's youth and citizens; provide use of joint use facilities at no charge to either agency for use of the other's facilities or grounds except where specified otherwise (see Appendices A-1, F-1 & F-3).
- 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 SPR programs;
- D. Establish procedures to encourage cooperative working relationships between the District and SPR 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 a summary of joint use benefits, *Joint Use Summary of Benefits* (Appendix B-1), to City personnel, elected officials and Seattle citizens.

III. TERM

This Agreement shall not be effective until signed by the District Superintendent and the SPR Superintendent. This Agreement shall be for three years commencing on _____, and expire on _____.

This Agreement may be extended or renewed by mutual agreement. Extensions or renewals of this agreement must be in writing and signed by both the District Superintendent and the SPR Superintendent.

IV. GENERAL PROVISIONS OF THE AGREEMENT

- A. Notwithstanding that this Agreement shall be effective for three years, the parties acknowledge that circumstances are constantly changing for both agencies. Consequently, the parties hereto reserve the right to amend this Agreement from time to time in writing as may be mutually agreed. No amendment hereto shall be effective unless written and signed by the Superintendents of both the District and SPR.
- B. Any and all debts owed either party resulting from this Agreement shall survive the expiration or termination of this Agreement.
- C. The District and SPR shall act in good faith to implement this Agreement.
- D. The District and SPR acknowledge that this Agreement is not intended to amend any of the existing leases and other property agreements between the parties, (see Appendix C-1, *Leases and Agreements between the District and SPR*).
- E. This Agreement is intended to addresses and relates to those programs and activities occurring in SPR and District facilities, fields, grounds and or pools (Appendix A-1, *Joint Use Facilities and Priorities*) which are initiated, organized, managed, scheduled and supervised by either party, and comparable community-run programs, which are **sponsored and overseen** by the either party, and approved for their facilities, fields, grounds and or pools by the party's Superintendent or their authorized representative with jurisdiction over the facilities, fields, grounds and or pools where the program is occurring.

V. GENERAL GUIDELINES FOR JOINT USE

- A. Each agency will make certain of its pools, buildings and fields available for use by the other agency on a first priority basis after the scheduling requirements for its own programs have been met. A general description of District and SPR buildings and grounds available for joint use programming under this Agreement and agreed upon priorities are included in Appendix A-1, *Joint Use Facilities and Priorities*.

- B. SPR's West Seattle Stadium, Municipal golf courses, Bathhouses, Special Amenity facilities, Shelter houses, Rowing and Sailing facilities and picnic areas are not covered by this Agreement and are considered to be non-joint use facilities. SPR shall assess and collect fees as established in its adopted Fees and Charges Resolution from the District for District use of these facilities.
- C. The District's Memorial Stadium is not covered by this Agreement and is considered to be a non-joint use facility. The District shall assess and collect fees based upon established rates from SPR for SPR's use of Memorial Stadium.
- D. All joint use programming and activities scheduled under this Agreement will comply with the owner agency's policies prohibiting discrimination.
- E. It is understood, as a part of this Agreement, that in cases where a third-party wishes to schedule permitted use of District athletic fields and where SPR has the authority based on this Agreement to schedule such fields, that SPR is merely acting as a scheduling agent on behalf of District. The parties agree that SPR assumes no responsibility, nor will the District seek to hold SPR responsible, for damages to District facilities caused by third-party use, regardless of whether such use was permitted or not.
- F. If a permitted third-party uses a District facility beyond the time specified in their permit, the District may request in writing that SPR bill the third party for the unpermitted use.
- G. The District may request in writing that SPR freeze a third-party account for unpaid debts owed the District related to permits issued by SPR. The District may request in writing that SPR un-freeze a third-party account for debts that have been satisfied related to permits issued by SPR.
- H. SPR may freeze a third-party account for unpaid debts owed SPR or the District related to permits issued by SPR prohibiting the third-party from renting either agency's facilities until such time as all debts have been satisfied.
- I. Any and all third-party use scheduled by SPR on behalf of either District or SPR is subject to the owner agency's fee schedule, policies and practices including but not necessarily limited to "Use and Scheduling of Outdoor Athletic Facilities," "Sports Participation Policies" and all applicable District scheduling fees and Policies.
- J. For the purposes of this Agreement, the criteria for priority scheduling and use are explained in Appendix A-1, *Joint Use Facilities and Priorities*.

- K. For scheduling purposes, priority will be given to youth programs.
- L. A mutual goal of the District and SPR 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.
- M. 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.
- N. Where possible, SPR and the District will pursue opportunities to develop and improve joint use facilities and equipment to support programming by both agencies.
- O. The District will maintain and operate its Stadium Complexes as joint use facilities. They will be scheduled in the same manner as other SPR or District fields and track facilities by SPR. However, a separate District fee schedule, which currently requires a staffing fee for supervision, will be established and charged for third-party use at all Stadium Complexes.
- P. Beginning January 1, 2017, the District will provide and schedule all necessary staffing including but not limited to field attendants, supervision and security for all District owned fields including Stadium Complexes. If a user group, District or otherwise, has an issue regarding a District field, Stadium Complex or facility, the District staff will respond and provide the appropriate support. This includes, but is not necessarily limited to, unlocking gates, bathrooms, storage rooms and security support.
- Q. SPR will provide and schedule all necessary staffing including but not limited to field attendants, supervision and security for all SPR owned fields including Athletic Stadiums. If a user group has an issue regarding an SPR field, Athletic Stadium or facility, SPR staff will respond and provide the appropriate support. This includes, but is not necessarily limited to, unlocking gates, bathrooms, storage rooms and security support.
- R. SPR will provide the District with a schedule of permitted events at the Athletic Complexes; no other District fields require field attendants.

VI. ANNUAL JOINT USE SCHEDULING CONFIRMATION PROCESS

Annual Benefits and Review of the Joint Use Agreement – SPR's Athletics Scheduling Manager, Aquatics Manager, the District's Athletics Director and at least one school Principal will annually review the Joint Use Agreement the first Monday in February. A meeting will be scheduled by SPR's

Athletic Scheduling Manager. The agenda for the meeting will be jointly set by SPR's Athletics Scheduling Manager and the District's Athletics Director. At minimum the parties agree to include the following items as part of the agenda:

1. A Summary of Educational and Non-Athletic Programming and Athletic Programming will be prepared in advance by SPR's Athletics Scheduling Manager (Appendix B-1, *Joint Use Summary of Benefits – Annual Report*). The Joint Use Summary of Benefits will be reviewed and finalized at the meeting and will be made available for public distribution thereafter at a mutually agreed upon date.
2. Issues related to the Joint Use Agreement implementation will be reviewed and amendments to the Joint Use Agreement may be recommended.
3. Issues related to the Appendices of the Joint Use Agreement will be reviewed and amendments to the Appendices of the Joint Use Agreement may be recommended.
4. General schedules for the following school year for all joint use activities, including but not necessarily limited to pool times, use of performing arts facilities and field times.

At the site level, Joint use planning and decision-making will begin each spring for the upcoming school year (see Appendices D-1 through D-4). SPR 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 Joint Use Facilities and Priorities, Appendix A-1*, will serve as a framework for generating agreements and negotiating changes. A designated SPR representative will consolidate SPR and District local site use requests.

Changes to Joint Use scheduled events, annual plans and associated use permits can be amended through mutual agreement of a District Principal, District Athletic Directors and an SPR community center, pool, or program manager. Each agency's central scheduling office must be notified of such amendments.

A. District Use of SPR

1. District Request of SPR Community Centers

All SPR Community Centers are available for scheduling under this Agreement. District principals may negotiate with Community Center Coordinators for space. SPR programs have first priority and District usage will have second priority. Priority usage does not preclude previously booked and paid for rentals by third-parties.

District Principals must check with the Community Center Coordinator to see if the space is available. Principals should request space using "School Use of Parks" request form (Appendix D-5, *Facilities Request Form*). Handwritten requests are not accepted.

A signed form by the School Principal and Community Center Coordinator should be sent to SPR's Administration Specialist in the Athletics Scheduling office no fewer than 10 working days before the first day of usage, via email or inter-office mail box #31.

2. District Requests of Pools

SPR supports District pool programs. All SPR indoor swimming pools are available for scheduling under this Agreement. The District has first priority of SPR pools during specific blocks of time identified in Appendix D-5, *Facilities Request Form*. Additional pool time may be made available on non-school days (weekends, in service days and holidays) when it does not conflict with other scheduled uses.

Requests submitted after the usage request deadline in April may not receive all requested time. Usage at other times is subject to local availability. Principals should request space using "School Use of Parks" request form Appendix D-5. Handwritten requests are not accepted. A signed form by the School Principal and Aquatics Center Coordinator should be sent to the Administration Specialist in the Athletics Scheduling office no fewer than 10 working days before the first day of usage, via email or inter-office mail box #31. All schools and pools will receive scheduled usage confirmation by July 15 for the upcoming school year.

Copies of the Red Cross lifeguard certificates for school supervisory staff must be attached to all pool permit requests.

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 District Principals involved. If a District program's attendance falls below 25 people in the water, SPR will look at sharing the time with opportunities for revenue producing community based programs.

The most up to date procedures and rules for use of SPR swimming pools are found in "Schools in Pools" revised 2016 Appendix I-1.

3. District Request of District and SPR Fields

- a. All SPR Athletic fields are available for scheduling under this agreement. District Athletic Directors will be given first priority for scheduling usage during regular school hours and until the times listed in Appendix A-1, *Joint Use Facilities and Priorities*. For more information on District field requests see Appendix D-2 *Schedule of Key Dates – Fields and Tennis Courts*.
- b. SPR staff schedule all District and SPR fields except the District's Memorial Stadium.

District Athletic Directors must submit field request for Practices using the *Field Request form for District Practices*, Appendix D-6. For athletic league games, the District will supply SPR with a consolidated game schedule for field requests, consisting of all divisions within the league and the fields that are being requested, (see Appendix D-7). When possible, the District should prioritize District fields before requesting SPR fields. Requests should be emailed directly to the Recreation Program Specialist in the Athletic Scheduling Office. SPR staff will approve and issue permits for all field requests as listed in *Steps to the JUA – Fields and Tennis Courts*, (Appendix D-2).

- c. District field requests for practices shall be submitted by Individual Athletic Directors to SPR's Athletic Scheduling Office using Appendix D-6, *Field Request Form for District Practices*. For game requests, the District will supply SPR with a consolidated game schedule for each athletic league consisting of all divisions within the league and the fields that are being requested. Requests for such use should be made to SPR Citywide Athletic Office, (see Appendix D-7, *Field Requests for Metro League Games*). For field request at Interbay stadium see Appendix E-1, *Interbay Stadium Scheduling Priorities*.
- d. The SPR Athletic Scheduling office and District's Athletic office will reach agreement on the dates of usage of facilities for centrally coordinated District programs and individual middle and high school WIAA practices for fall, spring and summer sports as set forth in Appendix D-2, (*Schedule of Key Dates – Fields and Tennis Courts*). The School District Athletic Office will confirm athletic competition schedules three months prior to the scheduled usage.

B. SPR Use of District Facilities

1. SPR Requests of District Schools

All District schools are available for scheduling under this Agreement. District principals may negotiate with Community Center Coordinators for space. District programs have first priority and SPR usage will have second priority. In order for SPR to insure second priority usage, SPR must submit requests within the timeline outlined in Appendix D-1.

As a prelude to the annual Use Scheduling process, by the second Monday of February of each year, an SPR representative will deliver to District Principals and SPR Coordinators, a list SPR activities from the preceding year that are proposed to continue the following school year, (see appendix D-1, *Steps to the JUA* for more information). Any changes and or new usage requests for the upcoming year will be identified. SPR Coordinators will complete a "Parks Use of Schools" request form

(Appendix D-5) listing all planned activities and room requests.

Upon receiving the "Parks Use of Schools" form, a school Principal will identify which school activities will be happening upcoming year, identifying new school needs and any new use by SPR for facilities for the upcoming year. In assessing the needs for the upcoming school year, the principal will consult with school-based childcare providers, community learning centers and other agencies whose operations may be affected by the principal's decision. The principal may either approve the SPR proposed schedule of use and return the confirmation form; or by the first Monday in April, contact the SPR representative to discuss changes or amendments.

Upon receiving the confirmation form completed by the school principal, the SPR 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 SPR Coordinator have signed the form, the SPR representative will send a copy to SPR's Athletic Scheduling office where the facility request will be logged and entered in to a District Database. Signed agreements must be filed no later than the third Monday in April with the Administration Specialist in the Athletics Scheduling office (see Appendix D-1 for more information). SPR Community Centers will receive confirmation notices and permit numbers by August 15.

C. Space Availability Conflicts/Cancelations

1. The SPR Athletic Scheduling office and District's Facility Rental Section for Schools will complete the joint use scheduling process as described in section V above. The SPR/District collaboration will consider all negotiated school-based use agreements and schedules for centrally scheduled programs and facilities. Significant District and SPR events requiring sixty (60) days' cancellation notice will be identified (example the West Coast Asian Table Tennis Tournament).
2. Efforts at resolution of space availability issues shall be made in the first instance by and between facility-based representatives. When the conflict involves more than one District or SPR program, all affected 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 District schools conflict, the District's Athletic Office will establish priorities for athletic events and District's Academic Division will establish priorities for school instructional and physical education programming.
3. If agreement cannot be reached on a scheduling request at the facility level, the issue will be referred to the Superintendent of District or his designee and the

Superintendent of SPR or his designee for resolution.

4. It is understood by both parties that some events scheduled on fields or in facilities may be special events and would detrimentally be impacted if canceled with short notice. These events (example: West Coast Asian Table Tennis Tournament) require at least 60 days' notice of cancellation by the owner/scheduling agency seeking to relocate them and that every attempt must be made to relocate them to a comparable facility in a nearby location. The programming agency will notify the scheduling agency at the time of booking of any "special events" that fall into this category.
5. It is understood by both parties that localized planning occurs for each agency's programs and events; however, program times, particularly ending times, are approximate and subject to infrequent but immediate change (example: playoff games that go into overtime).
6. It is understood by both parties that some citywide Major Special Events occur annually and could displace a previously scheduled activity on a field or other publicly-owned space. Most of these events are scheduled well in advance. Events that are constitutionally protected by either the First or Fourteenth Amendments to the United States Constitution do not require advance notification. Both the District and SPR will notify the other agency immediately upon learning of such an event and its impact on scheduled District or SPR programming.

D. Interagency Training

- a. District and SPR 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. This training will be jointly scheduled and developed by the SPR Athletics Scheduling Manager and District's Athletic Director and will be held annually.

VII. 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 SPR's Athletic Scheduling office will permit all building uses. Individual District principals are encouraged to meet directly with SPR's community center coordinators to discuss availability. SPR's Athletic Scheduling office will formally permit all field uses. The District Facility Rental Section for Schools and the SPR's Athletic Scheduling 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.
- B. Changes in Policy, Budget or Organization** - When either agency contemplates a change in policy, budget or organization that could impact the access of the other to a joint use facility, 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.
- C. 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.
- D. Single Use Requests** - Written requests to use District or SPR 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 SPR 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.
- E. Joint Use Program Requirements** - All programs must include adequate supervision by adults, ages 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 SPR'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 Appendices D-4 and I-1. Program participants must wear appropriate clothing and protective gear. Programs failing to comply with these requirements will not be allowed to operate.

- F. Third-Parties' Special Event Permit Requests on District Fields** – Special events are events that are anything other than a typical practice or game request. Because of the complexity of special events, third-parties wishing to hold a special event on district fields will be vetted and approved by the District. As such, the District will identify a representative to review special events and to be the point of contact for both the third-party and the SPR Athletics Scheduling Office. The District's representative will notify SPR Athletics Scheduling Office in writing whether or not a permit for the special event may be issued. The District's representative will also notify the third-party and SPR of all applicable fees to be charged such as numbers of field attendants, custodians, utilities, scoreboard operators, security and equipment fees. The District will notify SPR a minimum of two weeks prior to the event authorizing the event with a list of fees or denying the event. After receiving approval in writing from the District's representative, SPR Athletics Scheduling Office will issue the permit for use and collect payment.
- 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 SPR staff for use of District facilities and to District staff for use of SPR facilities shall be done on a case by case basis and only to assist with permitted joint use of facilities. Both agencies agree to not duplicate keys issued by the other agency. Nothing in this agreement shall override either party's key policies.
- 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 mutual agreement of SPR and the District. 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. The user agency should check in with the facility custodian, or other designated representative, and establish agreement upon the pre and post use conditions. If joint use spaces are not left in the condition which preceded use, the user will be responsible to the owner agency for any expenses incurred by the owner agency required for cleanup and or repair.
- I. Specialized Instructional Space and Equipment** - Specialized instructional space and equipment, other than that 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 G-1.
- 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 property missing from the premises which may occur as a result of scheduled programs for which a permit has been issued for such agency use.
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 an 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 retains 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 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.

VIII. FINANCIAL MANAGEMENT AND OPERATIONS

The Purpose of this Section is to clarify and confirm both parties' agreement about financial management, administrative support related to the Joint Use of SPR and District facilities, fields and pools.

A. Financial Management

1. The District and SPR agree that since SPR has an athletic field scheduling office that SPR, acting as the fiscal agent, will schedule District and public use (third-party use) of District athletic complexes, sports fields and school field sites and collect revenues on behalf of the District for rental of these facilities. SPR will provide scheduling services for all agreed fields for all days of the year including holidays and school breaks.
2. SPR will remit all District revenues collected along with a full accounting to the District on a quarterly basis as outlined in Appendix F-1, *Remittance of Funds Schedule*. SPR will deduct any refunds made for past rentals on District facilities

from District Revenues. The full accounting shall include:

- a. Facilities used
- b. Organizations using facilities
- c. Dates and hours of use
- d. Total fees charged
- e. Lighting fees assessed
- f. Staffing fees assessed

SPR will deduct the following items from District fee revenues that relate to cash handling and turn them over to the District for follow-up and collection:

- g. NSF Checks
 - h. Underpayments from third party organizations (Accounts Receivable)
3. SPR will schedule and collect payments for the District's Stadium Complex's and other fields listed in section Section VII A 1. SPR will supply the District with a monthly schedule of Stadium Complex Field uses for the District to assign Field Monitors and schedule lights. SPR will collect and remit the staffing fee (currently \$25/hr) for permits issued to third-party users requiring field monitors at all of the District's Stadium Complexes, unless otherwise directed in writing by the District.
 4. The District shall compensate SPR for labor/administrative expenses incurred directly related to the scheduling of District fields, complexes and facilities. SPR shall invoice the District quarterly for these expenses. The District agrees to promptly remit payment to SPR. Invoices shall include a full accounting of expenses incurred. Appendix F-2, SPR Billable Items to District, outlines expenses that shall be billed the District and expenses that shall be absorbed by SPR.
 5. Both parties agree to meet quarterly to review quarterly revenue and expense data.
 6. In addition to quarterly data, upon request by either party, both the District and SPR will grant reasonable access to each other's financial and facility use records related to activities covered under this Agreement for periodic financial audits.

Note: Effective January 1, 2017, the District has agreed to schedule stadium monitors with District staff. Therefore, SPR will no longer incur stadium monitor expenses in order to staff the District's Stadium Complexes. This and other changes to revenue retention and disbursements to the District will take effect Jan 1, 2017.

B. Fees

1. The District will provide SPR with an updated fee schedule for all non-field fees.

each year on or before February 1. The fee schedule will include any and all ancillary fees including, but not limited to, staffing, security, equipment and rentals. If SPR does not receive an updated fee schedule from District by February 1, SPR will use the previous years' fee schedule.

2. The rental fees for all rentals booked and permitted prior to a fee increase effective date shall survive and be honored at the fee in effect at the time of booking.
3. The District and SPR third-party field rental fees will be identical unless District specifically requests otherwise in writing. District must provide SPR a detailed fee schedule 14 months in advance of any changes in field fees so that SPR has ample time to notify third-party users.
4. The District's Stadium Complexes and SPR's Athletic Stadiums require a minimum of one field attendant employed by the party having jurisdiction over the facility to be present during all third-party uses. All third-party events not sponsored and overseen by either owning agency are required to pay all facility and field attendant fees required by the owning agency. All field and attendant fees shall be published and are subject to change.
5. Receipt of support from either the District or SPR, financial or otherwise, does not necessarily construe sponsorship and overseen.

C. Requests for Services Outside the Agreement

Neither the District nor SPR will be required to subsidize the other's use of its facilities. Services, equipment or facilities not covered under this Agreement may be provided, at direct cost, to the agency making the request. For example, if a school should request that an SPR lifeguard supervise a swimming class, the school would be assessed a direct charge for this service. Likewise, should SPR request a District custodian at a time that a District custodian is not normally scheduled in the building, SPR would be assessed a direct charge for service hours provided. Utility costs might be assessed if SPR 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. This is not intended to be an exhaustive list.

1. **District Custodial Expense** – The District may charge SPR for programs occurring in schools outside of normally scheduled custodial hours. 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 were 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. **District Utilities Expense** - The District may charge SPR for programs occurring in schools when heat is required and outside of normally scheduled boiler hours. 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. **SPR Building Monitors** - SPR may charge the District for programs occurring in Community Centers or other SPR Facilities outside of normally scheduled operating hours. This rate shall be based on the standard rate SPR charges all third-party clients outside of normal operating hours. The rate for a Building Monitor is currently \$25/hour and subject to change.
4. **SPR Lifeguards** - SPR may charge the District for all lifeguards during District programs occurring in pools when SPR lifeguards are required to be present per SPR's policies and procedures to support District programs. This rate shall be based on the standard rate SPR charges all third-party clients outside of normal operating hours for lifeguards. The rate for a single lifeguard is currently \$28/hour and subject to change.

D. Operations – Establishment of Rules of Use

1. SPR scheduling will provide equitable access for all parties to schedule school fields on a first come first serve basis. Historical use will be taken in to consideration for long standing youth or adult leagues/user groups.
2. SPR will attempt to the best of its ability to appropriately schedule the use to match the field (adult groups on adult sized fields) and fully schedule District fields to full capacity available. SPR should exercise judgement on placing appropriate activities on the correct field. SPR is not obligated to schedule District fields first in lieu of SPR facilities if demand is insufficient to fill both SPR and District capacity.

3. Special events are events that are anything other than a typical practice or game request (examples include: community events, events with vendors or food being sold, picnics, field days, BBQ's). Because of the complexity of special events, third-parties wishing to hold a special event on district fields, will be vetted and approved by the District. As such, the District will identify a representative to vet special events and to be the point of contact for both the third-party and the SPR Athletics Scheduling Office. The representative of the District will notify SPR Athletics Scheduling Office in writing whether or not a permit for the special event may be issued. The District representative will also notify the third-party and SPR of all applicable fees to be charged such as numbers of staff required. After receiving notification in writing from the District representative, SPR Athletics Scheduling Office will issue the permit for use and collect payment.
4. SPR will obtain approval from the District prior to waiving rental fees on any District facility.
5. SPR will consult with the District prior to scheduling events if the party requesting the reservation has a history of abusing the facility, non-payment of fees, or misrepresentation of the nature of the event. SPR may refer these users directly to the District for facility or field rental.

E. Mutual Responsibilities of Parties

1. SPR and the District will advertise fields available for rent on their respective websites with instruction on how to schedule fields and applicable rates. The District will provide this information to SPR each February as outlined in the Joint Use Agreement section VII, B.
2. SPR and the District will continue to coordinate any capital improvement plans and coordinate construction in order to minimize impact to District, SPR community and recreational users

F. Non-Joint Use Fees and Charges

SPR's West Seattle Stadium, Municipal golf courses, Bathhouses, Special Amenity facilities, Shelter houses, Rowing and Sailing facilities and picnic areas are not covered by this Agreement and are considered to be non-joint use facilities. SPR shall assess and collect fees as established in its adopted Fees and Charges Resolution from the District for District use of these facilities.

The District's Memorial Stadium is not covered by this Agreement and is considered to be a non-joint use facility. The District shall assess and collect fees based upon established rates from SPR for SPR's use of Memorial Stadium.

X. LIABILITY

To the fullest extent permitted by law, each party to this Agreement shall indemnify, defend and hold harmless the other party and such party's officers, agents, employees and elected officials, from and against any and all claims for personal injury or property damage to the extent that such claims arise out, relate to or are connected with any actual or alleged negligence of the party from whom indemnification is sought, or of such party's employees, agents, contractors or officers, in connection with this joint use Agreement.

XI. PUBLIC INFORMATION AND NOTIFICATION

Each District's Principal's offices and SPR's Community Centers and Pools Coordinators will handle requests from community members for information pertaining to the scheduled use of their respective facilities. SPR's Athletic Scheduling office will handle requests for information on SPR and District athletic fields. The project development office of each agency will handle requests for information on a proposed field or facility development. SPR's Athletic Scheduling office and District's Facility Rental Section will handle general comments on the Joint Use Agreement, (see Appendix G-1, *How to Contact the District and SPR*). 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.

XII. COOPERATIVE CAPITAL RESOURCE DEVELOPMENT

The District and SPR 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.

Forty-seven school facilities are adjacent to or across the street from SPR's land (See Appendix H-1, *District Schools Adjacent SPR Facilities*). The District and SPR have a long history of cooperation in using and developing property to maximize educational and recreational access, usability and

benefits (See Appendix C-1, *Leases and Property Agreements Between the District and SPR*). 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 or equipment improvements in or 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 an SPR facility be closed for short or long-term projects and; reciprocally, when a school must close, make every effort to relocate SPR 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. Any changes to uses, negotiated by either Agency, will be communicated to the other Agency as early as possible.

XIII. INTERAGENCY COORDINATION AND AGREEMENT RENEWAL

- A. A Joint Use Interagency Team, made up of key staff from SPR and the District, shall:
 - 1. Coordinate implementation and oversee preparation and distribution of the *Joint Use Summary of Benefits* report, Appendix B-1;
 - 2. Annual review this Agreement by February 1, annually particularly its guidelines, scheduling process, operating procedures, and review of *Joint Use Summary 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 II 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.

XIX. 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 subsequent arrangements with the 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.

XIV. LIST of APPENDICES

A-1, Joint Use Facilities and Priorities

B-1, Joint Use Summary of Benefits – Annual Report

C-1, Leases and Agreements between the District and SPR

D, Steps to the JUA

D-1, Schedule of Key Dates – Facilities

D-2, Schedule of Key Dates – Fields and Tennis Courts

D-3, Annual Letter to Principals

D-4, Annual Letter to Principals – SPR Pools

D-5, Facilities Request form – Parks use of Schools/School us of Parks

D-6, Field Request form for District Practices

D-7, Field Requests for Metro League Games

E-1 Interbay

F, Financial Management

F-1, Remittance of funds Schedule

F-2, SPR Billable Items to the District

G-1 How to Contact the District and SPR

H-1 District Schools Adjacent to SPR Facilities

I-1 Schools in Pools – 2016, Safety Practices for Seattle Public Schools Swimming Programs

Signature Page

AN AGREEMENT FOR THE JOINT USE OF FACILITIES

between

Seattle School District No. 1

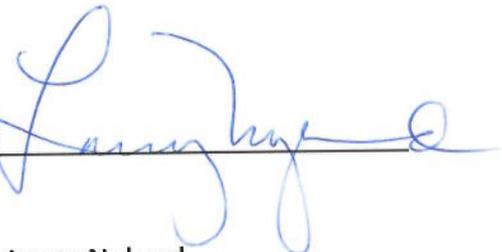
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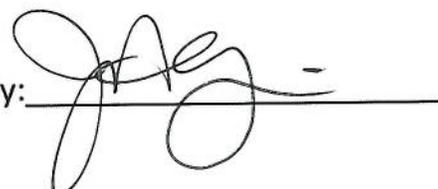
City of Seattle Parks and Recreation

October 15, 2016 through October 14, 2019

Seattle School District No. 1

City of Seattle Parks & Recreation

By: 

By: 

Dr. Larry Nyland

Jesús Aguirre

Superintendent

Superintendent

Seattle School District No. 1.

City of Seattle Parks and Recreation

Date: 1/30/2017

Date: 1/31/17