

RESOLUTION NO. 1661

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIFE, PIERCE COUNTY, WASHINGTON AUTHORIZING THE CITY MANAGER TO EXECUTE A FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT WITH THE FIFE SCHOOL DISTRICT REGARDING OPERATION AND MAINTENANCE OF JUNIOR HIGH SCHOOL AND CITY PARK FACILITIES

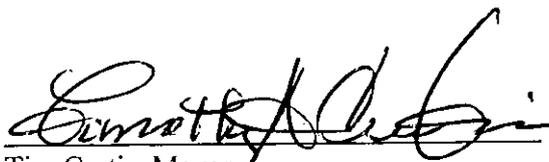
WHEREAS, ON November 15, 1999, the City and the District entered into an Interlocal Cooperative Agreement between Fife School District No. 417 and City of Fife for Operation & Maintenance of Junior High School and City Sports Park (the "Agreement"); and

WHEREAS, the purpose of the Agreement was to allow and encourage the City and the District to work together in planning, developing and maintaining the joint school/performing arts center/sports park site for joint use; now known as Columbia Junior High School and Dacca Park; and

WHEREAS, the City and the District have been operating and maintaining the school and park facilities under the Agreement since 1999; and desire to update the Agreement to incorporate agreed changes in the operation and maintenance of the school and park facilities; now, therefore

BE IT RESOLVED that the City Council hereby authorizes the City Manager, on behalf of the City of Fife, to execute the First Amendment to Interlocal Agreement between Fife School District No. 417 and City of Fife for Operation & Maintenance of Junior High School and City Sports Park in the form attached hereto as Exhibit A. The City Manager is further authorized to make non-material modifications to the attached First Amendment prior to execution.

ADOPTED by the City Council at an open public meeting held on the 14th day of April, 2015.


Tim Curtis, Mayor

Attest:


for Carol Etgen, City Clerk

**EXHIBIT A
TO RESOLUTION NO. 1661**

**FIRST AMENDMENT TO INTERLOCAL COOPERATIVE AGREEMENT
BETWEEN FIFE SCHOOL DISTRICT NO. 417
AND CITY OF FIFE
FOR OPERATION & MAINTENANCE OF JUNIOR HIGH SCHOOL AND
CITY SPORTS PARK**

1. Date and Parties. This First Amendment to Interlocal Cooperative Agreement between Fife School District No. 417 and City of Fife for Operation & Maintenance of Junior High School and City Sports Park is dated, for reference purposes, the ____ day of April, 2015 ("First Amendment"), and is entered into between the City of Fife (the "City"), and Fife School District No. 417 (The "District"), each a "Party," collectively "Parties".

2. Background and Purpose.

2.1 on November 15, 1999, the City and the District entered into an Interlocal Cooperative Agreement between Fife School District No. 417 and City of Fife for Operation & Maintenance of Junior High School and City Sports Park (the "Agreement"). The purpose of the Agreement was to allow and encourage the City and the District to work together in planning, developing and maintaining the joint school/performing arts center/sports park site for joint use.

2.2 The City and the District have been operating and maintaining the school and park facilities under the Agreement since 1999, and desire to update the Agreement to incorporate agreed changes in the operation and maintenance of the school and park facilities. This First Amendment is intended to modify certain provisions of the Agreement as set forth below.

3. Amendment to Article I. Article I of the Agreement is hereby amended as follows:

I. AVAILABILITY OF FACILITIES

The School Building shall be facilities operated by the District. The Athletic Facilities and related parking lots shall be facilities operated by the City. The parties shall cooperatively work together to schedule the use of facilities to maximize the use of the facilities at all times and to further the purposes for which the parties entered into the Agreement.

For purposes of scheduling all requests for use of the School Building shall be made in writing by the City Manager or his or her designated representative and will be subject to the approval of Superintendent of

Schools or his or her designated representative. The following facilities shall be made available to the City to the extent the proposed use does not conflict with school programs:

- a. Performing Arts Center (PAC)
- b. Kitchen facilities
- c. Classrooms
- d. Restrooms
- e. Hallways
- f. Gymnasiums

The City will make available to the District for school events, activities and/or programs, the athletic facilities to the extent the same are not needed for City activities and programs. Provided all requests for use of such sport facilities by the District shall be made in writing by the Superintendent of Schools or his or her designated representative subject to the approval of the City Manager or his or her designated representative.

4. Amendment to Article II. Article II of the Agreement is hereby amended as follows:

II. SCHEDULING

A. The intent of this Agreement is to give priority to scheduling in activities that further the purpose of each party's primary mission. Thus, the District shall have priority in scheduling the school buildings for those activities that are directly related to educational activities. The District shall also have priority in scheduling with regards to the use of the athletic fields for physical recreation for its students as part of their physical education activities and sports events related thereto, including interscholastic events Monday through Friday until 5:30 p.m. or end of game in progress. The District shall provide interscholastic sports season schedules to the City as soon as they are finalized. Provided once the District has established its program of activities for a school term then the City shall have priority as to all times not designated as required for school activities during the specified school term. The City's use of District facilities shall be secondary to the District's own programming and scheduling needs, however City programming shall have priority relative to other users and user groups.

B. The use of the Facilities shall be in accordance with all applicable rules, policies, regulations, laws, procedures and permits governing the approved use of facilities of either party. The laws of the State of Washington, the terms of this Agreement, and any other mutual written agreement of the parties are supplemental thereto.

C. Reservations shall be booked according to the following policy:

Each party shall designate and identify to the other Party a staff person responsible for reservation coordination.

All requests shall be made in writing by the requesting Party and be submitted to the other Party's reservation coordinator.

Every attempt shall be made to submit requests at least two weeks in advance.

The City shall be the reservation coordinating agency for all outdoor athletic facilities and the District shall be the reservation coordinating agency for all functions within the School Buildings.

D. The schedule of dates for use of the Joint Facilities will be worked out in advance to avoid conflict between the City and District. Once an event/activity is booked, every effort shall be made to honor the commitment. If, however, activities are in conflict, each party will notify the other as far in advance as possible. The party with priority rights, as per Article III, paragraphs A and B, may cancel such conflicting activities. The canceling entity shall do so in good faith and shall contact the party or activity canceled, in advance, and work with them to reschedule the event. The canceling entity shall have no liability or responsibility for damages resulting from the cancellation, and the non-canceling entity shall hold the other harmless from any such damages.

E. The Joint Operations & Maintenance Committee, as described further in Article XI, will hold bi-annual meetings in January, and September to discuss IV the upcoming scheduled events and the specific terms under which they will be operating. The bi-annual scheduling meeting in September shall forecast the following academic year's sports, school, and social events calendar for both the City and District. A date for these meetings will be scheduled by mutual agreement between the Superintendent of the Schools or his or her designated representative and the City Administrator/City Manager or his or her designated representative. Additional meetings of the Joint Operations & Maintenance Committee may be scheduled as needed.

5. Amendment to Article III. Article III of the Agreement is hereby amended as follows:

III. SUPERVISION AND STAFFING

A. Each Party agrees to provide adequate adult personnel to supervise its activities which take place on or in the Joint Facilities; provided that: City supervision shall be required solely for City sponsored/organized events and shall not be required for general community use of facilities. School supervision shall be required solely for school sponsored/organized events and shall not be required for general community use of facilities. The adequacy of the level of supervision is the subject to review by the other Party. Either agency may ask the other agency to clearly determine and define the role expected of the supervisor and staff.

B. Security and crowd control are the responsibilities of the Party using the property, which Party shall ensure that good order is maintained at all times. Such Party assumes full responsibility for the conduct of persons involved in the Party's activity or who are on the property with the consent of, at its invitation, or as a result of that Party's activity. Such responsibility also includes cost repair to or replacement of property damaged or destroyed by the act or omissions of the user, its agents, or invitee.

C. City use of the School kitchen may have costs associated with staffing and equipment usage if use of the kitchen area is requested.

6. Amendment to Article 4. Article 4 of the Agreement is hereby amended as follows:

IV. MAINTENANCE

A. The Parties shall maintain all Facilities jointly, excluding:

1. The Columbia Junior High School buildings and associated landscaping shall be maintained by the District.

2. The Dacca Park Athletic Field Complex lighting, utility infrastructure, and the storm water drainage collection and distribution system shall be maintained by the City.

B. The maintenance standards for all facilities shall meet or exceed the maintenance standards followed by the parties with regards to their current facilities. Within 90 days from the date of this O & M agreement the Superintendent and/or his designee and the City Manager and/or his designee hereby delegated the authority to develop a memorandum of understanding that will specify the applicable standards. Said memorandum shall be deemed an integral part of this O & M

Agreement and shall be subject to its terms and conditions. The Superintendent and City Manager are also delegated the authority to establish a maintenance schedule in conformance with the maintenance standards referenced above. The schedule shall divide maintenance tasks between the Parties. Allocation of tasks shall be based upon criteria of (1) equity division; (2) the matching of Parties' capabilities, labor and equipment resource to the tasks and consider whether each party will conduct the maintenance in-house or via contractor. The schedule may be modified upon written agreement of the Parties. Any issues or concerns with regard to the maintenance schedule will be discussed at the bi-annual meetings of the Joint Operations & Maintenance Committee.

C. Allocation between the Parties of maintenance tasks shall be in lieu of payments by one Party to the other for maintenance costs. Provided, however, in the event one Party fails to comply with a material task assigned to that Party in the maintenance schedule, the other party may, upon ten (10 days) prior written notice to the non-complying Party, perform the task and bill the non-complying Party for such. The non-complying party shall pay the bill within thirty days of receipt.

D. Costs of maintenance for the concession site shall be separately identified and shall not be included in the total maintenance costs to be shared by the Parties. The concession maintenance costs shall be borne solely by the City with the exception of the concession/restroom building alarm system which shall be maintained by the District as it is part of the overall system for Columbia Junior High School.

E. Costs of maintenance for the Fife History Museum, Dacca Barn, and Locomotive/Caboose site shall be considered separately and is understood not to be in the total maintenance costs to be shared by the Parties. The building and landscape maintenance costs of these areas shall be borne solely by the City.

F. Costs of maintenance for the school building and its associated landscaping shall be considered separately and is understood not to be included in the total maintenance costs to be shared by the Parties. School building and landscape maintenance costs shall be borne solely by the District (with the exception of direct service costs associated with programming usage of the school building itself; see I below).

G. Maintenance costs shall be borne by the using Party when such maintenance involves extra costs to the responsible Party, unless maintenance duties/equipment are exchanged in lieu of payments.

H. Game preparation and lining of tracks and fields shall be done by the user Party.

I. All facilities shall be repaired, restored or replaced as required to ensure safe operation. Each party shall notify the other in advance of any required repair, replacements and restoration of facilities. Such costs shall be borne equally by the Parties, except as to the allocation of costs as to those facilities identified in paragraph V (A).

7. Amendment to Article V. Article V of the Agreement is hereby amended as follows:

V. EQUIPMENT/FIXTURES

A. Equipment and Supplies. The equipment used in the conduct of the programs shall, to the extent practicable, be furnished by the Party providing the services. Each Party will furnish and supply all expendable materials (except sanitation supplies) necessary for operating its programs on the properties used. Equipment that is not easily moved on site (for example; soccer goals, volleyball standards, baseball bases, etc.) may be used by the other agency if available. Any damage to such equipment will be immediately reported and a mutually agreeable method and amount of payment for replacement or repair determined.

B. Improvements and Safety Features.

1. The City may, with prior written approval of the District, improve Joint Facilities including the installation of recreation equipment not in conflict with school use, which shall be at no cost or expense to the District except by written mutual agreement.

2. The District may, with prior written approval of the City, improve Joint Facilities including installation of school equipment not in conflict with recreational use, which shall be at no cost or expense to the City except by written mutual agreement.

3. All improvements and equipment installed and to be installed for purposes of this Agreement, the design, plans and specifications thereof, and the type and construction thereof, including safety features, and the proposed placement thereof on sites shall all be subject to approval in writing by each Party prior to development, construction, purchase and installation thereof, which approval shall not be unreasonably withheld.

4. Either Party making improvements to the Joint Facilities may remove any of its fixtures from the property upon termination of this

Agreement if such removal will not cause damage to the property, which removal shall be agreed to in advance. All other fixtures or alterations become the property of the site upon termination of this Agreement.

C. Utilities. The costs of the utilities provided to the Project's Joint Facilities shall, subject to the following exceptions, be borne equally by the Parties.

1. The school building utilities shall be separately metered for water and sewer and electricity, where possible, in order to ensure segregation of costs, and shall be borne solely by the District.

2. The cost of the Project's outdoor lighting shall be separately metered and shall be paid solely by the City. The utility cost of electricity for the Columbia Jr. High School parking lot shall be borne solely by the District.

3. Utility costs of water for irrigation of the park (exclusive of the school and its associated landscaping) is a cost that will be split 67% City and 33% District. The City shall be responsible for payment and shall bill the District for its share on a bi-monthly basis. The District shall pay the bill within 30 days of receipt.

4. Garbage collection costs for the school building shall be borne solely by the District. Garbage collection costs for Dacca Community Park shall be borne solely by the city. Garbage collection costs for all Special Events conducted at Dacca Community Park shall be borne solely by the agency sponsoring the event.

This portion of the Agreement regarding Utilities billing shall be reconsidered by the District and City after 3 years of use to determine if both Parties are in fact paying an equitable share of the non-school building utilities charges.

8. Amendment to Article VIII. Article VIII of the Agreement is hereby amended as follows:

VIII. ADVERTISING

A. Any posting of advertising matter of any kind on the property shall be in places designated by the City or District for such purposes. Advertising matter for anything other than activities of the parties hereto may not be posted except pursuant to the policy of the affected facility's responsible Party. The placement of advertising in the sports fields and their associated facilities shall be governed by the City; the placement of advertising inside the school shall be governed by the District.

B. When joint programs are sponsored, each Party will share in the public acknowledgement.

9. Amendment to Article X, Paragraph E. Article X, Paragraph E of the Agreement is hereby amended as follows:

E. Joint Operations & Maintenance Committee. Each January and September the Joint Operations and Maintenance Committee will meet to consider and recommend changes to this Agreement, if any may be needed. Membership on the Committee will consist of three (3) representatives from each Party, to include the following:

- School District – Assistant Superintendent,
- School District – Manager of Maintenance & Operations
- School District – Grounds Technician
- City – Parks, Recreation & Community Services Director
- City – Facility & Operations Supervisor
- City – Division Manager

Any substantive change to this Agreement which is recommended by the Joint Operations and Maintenance Committee shall be presented to the appropriate governing bodies for approval.

10. Amendment to Article X, Paragraph I. Article X, Paragraph I of the Agreement is hereby amended as follows:

I. Alcohol and Tobacco Use. Alcohol consumption and sale shall be prohibited unless prior express written permission is obtained from the Party in charge of the event and all applicable local and State laws are obeyed. Tobacco sales are prohibited. No tobacco products, electronic smokeless devices, or drug paraphernalia may be used, consumed or smoked in any building. No tobacco products, electronic smokeless devices, or drug paraphernalia may be used, consumed or smoked on any property subject to this agreement when school is in session, or a District sponsored event is occurring on any of the sports facilities.

11. Confirmation of Agreement Terms. Except as modified herein, the Agreement terms remain in full force and effect. This First Amendment and the Agreement are now an integrated document. In case of a conflict between the terms of the Agreement and the terms of the First Amendment, the terms of the First Amendment shall control.

CITY OF FIFE

FIFE SCHOOL DISTRICT NO. 417

By: _____
Subir Mukerjee, City Manager

By: _____
Kevin Alfano, Superintendent

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Gregory F. Amann
Assistant City Attorney

By: _____
School District Attorney

APPROVAL BY GOVERNING BOARD GIVEN:

FIFE CITY COUNCIL

FIFE SCHOOL DISTRICT NO. 417

Date

Date

Action

Action