

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF COMMERCE CITY AND SCHOOL DISTRICT 27J FOR A SHARED PLAYFIELD MAINTENANCE AND USE PLAN

THIS AGREEMENT is made and entered into this ____ day of _____ 2024, by and between the CITY OF COMMERCE CITY, hereinafter referred to as "City" and SCHOOL DISTRICT 27J hereinafter referred to as "27J Schools".

WITNESSETH:

WHEREAS, the City of Commerce City and School District 27J wish to enter into reciprocal agreement for use of city facilities and district facilities;

WHEREAS, the City and 27J Schools desire to construct three new ball fields and improve existing fields;

WHEREAS, it is recognized that both parties have a vested interest in the maintenance, usability, safety and aesthetics of these facilities; and the City relies on these facilities for internal and partnering agency programs, the City has proposed to accept shared maintenance responsibilities of the shared playfields specifically outlined in this document.

NOW THEREFORE, FOR AND IN CONSIDERATION of the covenants and agreements below appearing, the parties agree as follows:

Objective

Parties intend to outline specific procedures, responsibilities, and protocols associated with maintaining the following joint use grounds areas on 27J Schools Properties.

- Second Creek Elementary School
- Turnberry Elementary School
- Stuart Middle School

See Exhibit 1 for outlined areas of each specific school

Responsibilities and Protocols

A. School District 27J Obligations

27J Schools maintains priority use for the subject grounds areas during school hours and for school related activities.

The City of Commerce has no-cost second priority use of the subject grounds areas.

B. City of Commerce City Maintenance Obligations

The City of Commerce City shall provide the following maintenance tasks:

1. Baseball Infield Maintenance

The City will provide the following weekly infield maintenance to ballfields located at the above listed 27J School Properties from May 1 through July 31, and when the City is actively utilizing fields.

- Drag/level infields
- Pest/weed management
- Backstop and ballfield fence repairs
- Bench and dugout repairs (where applicable)

2. **Trash receptacle service** – The City will service ballfield trash receptacles 1 time per week while on-site performing routine maintenance operations and will service trash receptacles after city sponsored programming, 27J Schools Staff should service these receptacles routinely while on site performing maintenance to remainder of the site. New cans adjacent to baseball facilities to be added and repaired by the City during the months of May, June, and July. City to remove receptacles at the end of the month of July.

See Exhibit 1 for the boundaries of these areas at each specific school site.

C. Scheduled Maintenance Projects

Scheduled maintenance projects are items that are scheduled *in addition* to routine maintenance activities such as:

- addition of infield mix to baseball infields
- leveling/regrading infields with machinery
- projects that will take several days to weeks to complete

Scheduled maintenance projects will be performed during the months of May, June, and July when City programs take place at the facilities. These types of projects will be coordinated between the City and 27J Schools providing at least 48-hour notice prior to proposed start time, City work will not start prior to 27J Schools' approval. Maintenance projects shall be outlined in an email along with a full accounting of accurate descriptions of the project to include location, timeline for completion, equipment that will be utilized on site, City staff or contractor to perform work, temporary site restrictions or safety precautions, etc. This email shall be addressed to the 27J Schools Grounds Supervisor and CC'ed to pertinent contacts at each specific property affected by the project.

All scheduled maintenance projects will be closed out with a follow-up email to 27J Schools' Grounds Supervisor and pertinent site-specific staff notifying 27J Schools the project has been completed. 27J Schools can review work or request a site inspection/walkthrough as needed to address any concerns with work performed.

D. Emergency Repairs

The City shall be responsible for Emergency Repairs during the months of May, June, and July. Emergency Repairs are required in order to eliminate imminent threats to patrons or prevent damage to facilities during conditions of urgent need for action or assistance. Repairs or control measures deemed necessary by City Supervisory Staff may be made immediately upon discovery by City staff without approvals from 27J Schools.

When possible, communication shall take place between City staff and 27J Schools Grounds Supervisor or Facilities Director for verbal notification of emergency/safety concern and/or notification that a repair is necessary or underway. All verbal communications for emergency repairs or safety concerns shall be followed up by the reporting agency to the other via email as soon as reporting party is able to do so.

E. Budget

City will, to the best of their ability, budget for resources needed in providing maintenance to 27J Schools owned properties within the shared playfield maintenance areas.

Capitol repairs/replacements, construction of new components, additions of new amenities, or other major modifications of the sites will remain the responsibility of 27J Schools.

Certain costs may be agreed upon to be shared by 27J Schools and the City, such as materials costs related to vandalism, routine maintenance and regularly prescribed preventative maintenance items in the infield (i.e. herbicides, paint, etc.) Specific costs and responsibilities shall be agreed upon by the City and 27J Schools for each annual term of this Agreement before 1 May of each applicable year.

Nothing in this agreement allows either party to obligate or expend funds for the other party, without prior and expressed written approval. All obligations and expenditures shall be conducted pursuant to the policies of the respective entity.

F. Product Selection

The City will communicate and coordinate with 27J Schools on product selections for items that will be used in the maintenance, repair and replacement of all 27J Schools facilities. All efforts will be made by the City to match products with the same products or equivalents.

All materials and supplies that will be used on 27J Schools facilities requiring SDS sheets will be reported and copies of current SDS sheets will be provided to 27J Schools prior to their use on their facilities. Items requiring SDS sheets include but may not be limited to; cleaners, solvents, paints, herbicides, insecticides, graffiti removers, etc.

G. Communication

It is agreed by both agencies that open lines of communication shall exist between the City and 27J Schools staff to facilitate understanding and prevent conflicts or delays in service. This open communication is critical for the success of the Shared Playfield Maintenance Plan between both agencies. All instructions, questions, directions, or any other correspondence between the City and 27J Schools shall be clear, detailed, thorough, and transmitted in a manner that is both respectful and timely. Correspondence related to upcoming projects, issues, field closures (for maintenance needs or due to school usages such as field day or other programmed use) etc. shall consist of accurate descriptions of needs, including location, type of issue, and timelines for completion.

A contact list shall be shared between the City and 27J Schools within 30 days of the execution of this Agreement and each agency will be responsible for keeping their respective contact list up to date as changes in staff or responsibilities occur. This list shall contain, but is not limited to, names, titles, emails and phone numbers for:

City - pertinent administrative and maintenance staff contacts

27J Schools - pertinent administrative, maintenance and operations staff/contacts for each individual school

Communication protocols for specific activities shall be adhered to as outlined in this document.

H. Staff Access

The City, at its sole cost and expense shall perform a criminal background check for all staff entering 27J Schools' property. The background check shall, at a minimum meet the requirements of CRS §22-32-109.7.

All City staff will wear uniform attire (shirts and hats) branded with City identification. City vehicles and equipment that are brought onto school grounds will also be branded with City identification. Vehicles most frequently used for maintenance work will be white compact or full-size pickups with city branding on or near the front passenger and drivers side doors. Vehicles should have unit numbers identifying the specific vehicle that can be used to report any concerns associated with it or it's crew's activities.

Prior to entering onto 27J Schools' property, while school is in session, City staff shall check in at the school front office and notify staff of its intention to enter the properties. City staff will similarly check out at the front office as City staff leave the properties. While school is out for the summer, City staff shall call school's head custodian to notify school staff that they will be on site. City staff will similarly call the school's head custodian to check out when they are done.

The City will be granted access for vehicles and equipment as needed and will make repairs to any damages caused to 27J Schools property as a result of City activities, inside or outside the identified shared playfield areas.

Only approved access routes will be used by City staff or contractors. Approved routes will remain secured as deemed necessary by City and 27J Schools. 27J Schools will provide keys/combinations to locks as needed to the City.

I. Terms of Contract

1. Term

The term of this Agreement shall be for a one-year (1) term effective on DATE. This Agreement shall renew automatically for additional one-year (1) terms unless either party provides 30 days written notification of termination. Under no circumstances shall this Agreement extend more than five (5) years from the date of execution.

2. Effective Date

This Agreement is effective upon the signature of all parties hereto.

3. Termination

This Agreement may be terminated without cause by either Party upon 30 days written notice.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

CITY OF COMMERCE CITY

Jason Rogers, City Manager

ATTEST:

APPROVED AS TO FORM:

Dylan A. Gibson, City Clerk

John-Patrick Sansom, Assistant City Attorney

SCHOOL DISTRICT 27J

Name, Title

DRAFT