SUPPLEMENT TO JOINT USE AGREEMENT

This Supplementary Agreement, made and entered into on the date of the last signature set forth below (the "Effective Date"), by and between the North Thurston Public Schools, hereinafter called "District" and the City of Lacey, hereinafter called "City," WITNESSETH

WHEREAS, the District and the City entered into a joint use agreement on May 21, 1974 to provide for the joint use of District and City facilities for programs of both the District and City, as supplemented by that certain Supplement to Joint. Use Agreement dated April 20, 1987 (as supplemented, the "Joint Use Agreement"),; and

WHEREAS, the District and the City reaffirm the cooperative efforts set forth in the Joint Use Agreement, and

WHEREAS, the District and the City have been successfully sharing costs for swimming pools since 1994 and for athletic fields since 1981 and

WHEREAS, in carrying out the terms of said Agreement, it has become necessary to formalize the existing cost sharing arrangement for costs incurred by the City and the District in maintaining and operating indoor swimming pool and outdoor athletic field maintenance and operation.

NOW, THEREFORE, it is hereby agreed between the parties as follows:

1. The District and the City shall analyze expenditures related to pool maintenance to ensure cost-sharing between the District and the City is fair and equitable and shall negotiate, in good faith, and enter into an 'Agreement for Pool Operation' in a form mutually agreeable to the District and the City. The District and the City shall review such agreement every four years to ensure that the cost-sharing arrangement remains fair and equitable and shall cooperate in good faith to amend or modify the Agreement for Pool Operation to incorporate any changes reasonably necessary to adjust such cost-sharing arrangement. The City and the District shall strive to complete their review and execute any such amendment of modification not later than September 1 of the even numbered years.

2. The District and the City shall analyze field rental fees and expenditures related to District athletic field maintenance to ensure cost-sharing between the District and the City is fair and equitable and shall negotiate, in good faith, and enter into an 'Agreement for Athletic Field Operation' in a form mutually agreeable to the District and the City. The District and the City shall review such agreement every four years to ensure that the cost-sharing arrangement remains fair and equitable and shall cooperate in good faith to amend or modify the Agreement for Athletic Field Operation to incorporate any changes reasonably necessary to adjust such cost-sharing arrangement. The City and the District shall strive to complete their review and execute any such amendment or modification not later than September 1 of the even numbered years,

3. The District agrees to allow the City to distribute its quarterly Recreation Guide, hereinafter "Guide", to the District's students four times during each school year in the months of September, December, February and May directly through the District's elementary, middle and high schools. The City shall be responsible for all costs and expenses associated with or arising from the production, bundling and delivery of the Guide and shall deliver bundles of the Guide to the mailroom of each school. The District agrees to provide the bundles to each classroom.

4. This Agreement is intended by the parties to supplement the Joint Use Agreement. Further, this agreement rescinds the Supplementary Agreement entered into April 20, 1987. Except as expressly set forth herein, all other terms and conditions of the Joint Use Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year below-written.

CITY OF LACEY

City Manager, Scott Spence

Date: 8/27/2020

NORTH THURSTON PUBLIC SCHOOLS

Superintendent, Debra J. Clemens

Date: 6/16/2020

Approved as to form:

David Schneider
City Attorney

0084-2021

SAM Search Results
List of records matching your search for :

Search Term : City of Lacey*
Record Status: Active

No Search Results

AGREEMENT FOR POOL OPERATION

This Agreement, made and entered into on the date of the last signature set forth below, by and between the North Thurston Public Schools, hereinafter called "District" and the City of Lacey, hereinafter called "City", WITNESSETH

WHEREAS, the District and the City entered into a joint use agreement on May 21, 1974 to make school facilities available for community recreation activities, and

WHEREAS, the District is the owner of swimming pools and associated facilities at Timberline High School, North Thurston High School and River Ridge High School, and

WHEREAS, the City has the staff and expertise to schedule the community use of said pools and supervise their operation, and

WHEREAS, it is beneficial to the community and students residing within the boundaries of the District and the City that said pools be kept open and maintained,

NOW, THEREFORE, it is hereby agreed between the parties as follows:

1. The District shall rent to the City the pools and associated pool facilities located at Timberline High School, North Thurston High School and River Ridge High School for a period of four years commencing September 1, 2020 and ending August 31, 2024. The District shall be responsible for all operational and capital costs related to such facilities and shall be responsible for maintaining the pools and pool facilities in a manner which meets all applicable codes and safety requirements.

2. The City shall pay to the District the sum of $105,000 per year for the rental of said pools which shall be paid in quarterly installments commencing on December 1, 2020 and continuing on the first day of the months of March, June, September, and December of each year. In addition, the district shall be entitled to use the facilities without charge for those activities shown on the schedule in section 5. Such designated use shall be when school is in session, however, the City shall additionally accommodate and coordinate pool use by the District swim teams during the month of August of each year. Pending pool availability and adjustments to the school calendar, should the normal sessions of lessons, or equivalent, need to be reduced, a proportionate rental amount will also be reduced.

3. Except for the use of the pools and associated pool facilities reserved to the District by paragraph 5 hereof, all scheduling for community use of pool and associated pool facilities shall be by the City. The City shall be responsible for setting all fees for use of such facilities. It is understood between the parties that it is the City's intent to collect from the users of the facilities all costs of this contract and all direct costs of scheduling and operation of the pools by the City. It is further understood that the recovery of such costs will include a contract between the City and the Tumwater School District and may include other similar contracts.

4. The City shall be considered a managing partner and shall be consulted prior to any significant change in operational or maintenance procedures (example: water temperature decrease) that has the potential to impact community use of the pools, leading to loss of revenue. If extra costs are incurred by the City or revenues lost by virtue of the District's failure to properly maintain the pools and pool facilities, or if the District implements closures, such cost or loss of revenue shall be the responsibility of the District. Any such loss of revenue or the incurring of additional costs shall be

0083-2021

documented and may be offset against the payment due the District and adjusted on the next quarterly installment.

5. The district will have exclusive use of the pools during high school hours and after-school hours during the boys and girls swim season. During the swim season, the teams will have use of the pools during school holidays at the times listed below or alternate times coordinated by the City and teams. All other time is designated for City use however, if available, the City will accommodate additional use for the high school teams such as weekends and summer practices.

Normal District Practice Schedule*
*Exceptions for swim meets ending by 6pm

River Ridge High School Pool Swim Season Practice
Monday-Friday
2:30-4:30pm River Ridge High School Swim Team Use**
4:30-6:30pm Tumwater and Black Hills Swim Team Use
**Boys season practice 2:30-5:00pm

Timberline High School Pool Swim Season Practice
Monday-Friday
2:30-5:00pm Timberline High School Swim Team Use

North Thurston High School Pool Swim Season Practice
Monday-Friday
2:30-5:00pm North Thurston High School Swim Team Use

If a pool is closed during the swim season, an alternate district pool will be made available to the displaced team. The home team and relocated team will reduce practice time to 90 minutes to accommodate all teams and community users. Priority in scheduling will be given in this order: Scheduled swim meets, district team practices then City programs. The City will determine the alternate pool based on the availability and least disruption to other users. If a pool closure is for an extended amount of time the school district athletic director will coordinate with the City to adjust the schedule.

Example:
Pool Closure Practice Schedule (location to be determined by City)
2:15-3:45pm Normal Team Use
3:45-5:15pm Displaced Team Use
5:15-9:45pm City Use

6. Aquatic equipment (examples: kickboards, noodles, tot docks, etc.) purchased by the City for use by the community and stored in pool facilities is solely for use during City use unless the District secures written consent from the City for use. Any damages or loss of aquatic equipment during school and or team hours of use shall be replaced by the District. Should the aquatic equipment not be resolved within 48 hours of notification of the damage or loss, the City has the right to purchase replacement aquatic equipment and off set the replacement cost against the payment due the District and adjusted on the next quarterly installment.

7. Although the term of this agreement is for four years, should either the District or the City of Lacey unexpectedly lose revenue, the parties shall negotiate such modification of this agreement as may

be necessary. Further, this agreement may be extended beyond its term, however, any such extension shall only be after an opportunity is afforded to both of the parties to negotiate the amount of the yearly payment described in section 2.

8. This agreement is specifically contingent upon the City of Lacey and Tumwater School District executing an agreement for use of said facility as part of the City's recovery of costs incurred herein.

9. Notices. Any notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given when sent by mail if sent to the respective address of each party.

The City's address for purposes of any notice provided for or concerning this Agreement is as follows:

City of Lacey
Jenny Wilson, Recreation Supervisor
420 College St. SE
Lacey, WA 98503-1238
Phone 360.491.0857

District's address for purposes of any notice provided for or concerning this Agreement is as follows:

North Thurston Public Schools
Monty Sabin, Assistant Superintendent
305 College ST NE
Lacey, WA 98516
Phone 360.412-4400

CITY OF LACEY

City Manager, Scott Spence

Date: 8/27/2020

NORTH THURSTON PUBLIC SCHOOLS

Superintendent, Debra J. Clemens

Date: 6/16/2020

Approved as to form:

David Schneider
City Attorney

0083-2021

AGREEMENT FOR ATHLETIC FIELD OPERATION

This Agreement, made and entered into on the date of the last signature set forth below, by and between the North Thurston Public Schools, hereinafter called "District" and the City of Lacey, hereinafter called "City", WITNESSETH

WHEREAS, the District and the City entered into a joint use agreement on May 21, 1974 to make school facilities available for community recreation activities, and

WHEREAS, the District is the owner and operator of athletic fields at all of its school sites, and

WHEREAS, the City has the staff and expertise to schedule the community use of said fields, and

WHEREAS, it is beneficial to the community and students residing within the boundaries of the District and the City that said fields be scheduled in a fair and consistent manner, and kept open and maintained,

NOW, THEREFORE, it is hereby agreed between the parties as follows:

1. The City shall schedule an agreed upon list of District fields. Hours, fields, and rental rates shall be established prior. The City shall require insurance certificates of user groups naming the City and the District as additionally insured.

2. The City shall pay the District annually the revenues from District field rentals less the portable toilet fees, and less a 10% administrative fee. The city will submit all financial details upon payment, which shall include portable toilet fees and field rental totals for the year.

3. The City shall be considered a managing partner and shall be consulted prior to any significant change in operational or maintenance procedures (example: field closures) that has the potential to impact community use of the fields.

4. The District will have exclusive use of the fields during school hours, and after-school hours as specified on the agreed upon list.

5. **Notices.** Any notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given when submitted to either party.

0082-2021

The City's address for purposes of any notice provided for or concerning this Agreement is as follows:

City of Lacey
Sue Falash, Facilities & Athletics Manager
420 College St. SE
Lacey, WA 98503-1238
Phone 360.491.0857

District's address for purposes of any notice provided for or concerning this Agreement is as follows:

North Thurston Public Schools
Monty Sabin, Assistant Superintendent
305 College ST NE
Lacey, WA 98516
Phone 360.412-4400

CITY OF LACEY

City Manager, Scott Spence

Date: 8/27/2020

NORTH THURSTON PUBLIC SCHOOLS

Superintendent, Debra J. Clemens

Date: 6/16/2020

Approved as to form:

David Schneider
City Attorney

0082-2021

SAM Search Results
List of records matching your search for :

Search Term : Lacey Parks and Recreation*
Record Status: Active

No Search Results