



GENERAL GOVERNMENT & PUBLIC SAFETY COMMITTEE
JULY 13, 2015
5:30 P.M.
COUNCIL CHAMBERS

1. **JOINT USE AGREEMENT WITH NORTH THURSTON PUBLIC SCHOOLS**
LORI FLEMM, PARKS & RECREATION DIRECTOR
(ATTACHMENT)

2. **HICKS LAKE MANAGEMENT DISTRICT FORMATION STATUS REPORT**
TOM PALMATEER, MANAGEMENT ANALYST
(VERBAL REPORT – NO ATTACHMENT)



**GENERAL GOVERNMENT &
PUBLIC SAFETY COMMITTEE**
July 13, 2015

SUBJECT: Supplement to Joint Use Agreement Regarding the Cost Sharing of Facility Maintenance and Operation.

RECOMMENDATION: Forward to the full City Council with a recommendation to approve the supplement to Joint Use Agreement regarding the cost sharing of facility maintenance and operation, and authorize the City Manager to sign the supplemental agreement.

STAFF CONTACT: Scott Spence, City Manager
Lori Flemm, Parks and Recreation Director

ORIGINATED BY: Parks and Recreation Department

ATTACHMENTS: 1. [Supplement to Joint Use Agreement.](#)

FISCAL NOTE: Revenue from Field Rental Fees and Aquatic Program and Rental Fees offsets City administrative and direct expenses, with remainder of revenue from fees shared with North Thurston Public Schools. Note: the two year term facility agreements matches the District fiscal year of September 1 – August 31.

PRIOR REVIEW: None.

BACKGROUND:

A Joint Use Agreement between the City of Lacey and North Thurston Public Schools, for the purpose of joint use of District and City indoor and outdoor facilities for programs of both agencies, has been successfully implemented since May of 1974. Facilities used and programs offered to students and citizens under this model partnership has resulted in efficient use of tax dollars.

Since 1974, the City and District have entered into two supplemental agreements. The first, in 1981, allowed for cost sharing of fees collected for community programs to assist with District maintenance and operational expenses of outdoor athletic fields and properties, such as mowing, fertilization, and preparing ball fields (i.e., dragging, lining, etc.). The City scheduled community use of the ballfields during non-school hours, and charged a fee for groups renting ballfields. The City retained a portion of the rental fee collected to cover direct costs, as well as an administrative fee for scheduling. The City reimbursed the District \$6,000 annually under this agreement.

A second supplemental agreement in 1987 rescinded all prior agreements and established cost sharing for District Use of City outdoor facilities. Since 1987, the District and City review field rental fee rates and revenue, District expenses, and City direct and administrative expenses to insure the cost sharing is equitable. Currently, the City reimburses the District \$26,000 annually, and receipts \$5,000 for direct and administrative costs. School field rental rates are \$2, \$4 and \$5 per hour for elementary, middle and high school baseball/softball fields respectively.

Since 1994, the City and District have had an agreement for the sharing of maintenance and operational costs and joint use of the swimming pools in three of the District high schools. Cost sharing enables the District to cover expenses attributed to community use for utilities, chemicals, custodians and pool operators. The City covers the cost share with a portion of the fees charged for swimming lessons, pool rental, open swim, and aquatic programs. The cost share amount in 1994 was \$69,000, and is reviewed every two years to insure cost sharing is equitable. The current Pool Agreement is in effect from September 1, 2014, through August 31, 2016, with a cost share of \$105,000 per year.

The proposed supplemental agreement documents the pool agreement cost-sharing arrangement, use of athletic fields, and anticipates a future agreement for the Nisqually Ball Park. This new agreement also allows for the City to distribute its quarterly Recreation Guide directly to the schools.

ADVANTAGES:

1. This partnership has served our City residents very well in the past. It is to our collective benefit to continue this partnership to provide an efficient delivery of much needed, valued and highly regarded programs and facilities.
2. Aquatic and athletic programs teach skills and offer social interaction opportunities, as well as fitness and fun.

DISADVANTAGES:

1. No disadvantages are foreseen at this time.

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 two years (commencing on January 1, 2016) 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 or 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. Until such time as the District and the City enter into such agreement, the District and the City shall continue to calculate and allocate costs for athletic field maintenance in the same manner as such costs are calculated and allocated as of the Effective Date. The District and the City shall review such agreement every two years (commencing on January 1, 2018) 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, such that any such amendment or modification can be effective as of September 1 of such even numbered years.

3. As of the Effective Date, the Nisqually Ball Park is hereby made available to the City for community recreational activities pursuant to the terms and conditions of the Joint Use Agreement. The District and the City shall analyze field rental fees and expenditures related to maintenance of the Nisqually Ball Park, a ball field owned by the District, 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 Nisqually Ball Park Operation' in a form mutually agreeable to the District and the City. Until such time as the District and the City enter into such agreement, the District and the City shall continue to calculate and allocate costs for maintenance of Nisqually Ball Park in the same manner as such costs are calculated and allocated for other District-owned athletic fields as of the Effective Date. The District and the City shall review such agreement every two years (commencing on January 1, 2018) to ensure that the cost-sharing arrangement remains fair and equitable and shall cooperate in good faith to amend or modify the Agreement for Nisqually Ball Park 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, such that any such amendment or modification can be effective as of September 1 of such even numbered years.

4. 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.

5. 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

NORTH THURSTON PUBLIC SCHOOLS

Scott Spence, City Manager

Raj Manhas, Superintendent

Date: _____

Date: _____

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 two years commencing September 1, 2014 and ending August 31, 2016. 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, 2014 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 attached hereto as Exhibit A and designated as "School" or "Team" use. 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. If the City receives revenues from the operation of the pools during the two year term of this agreement which exceed the cost to the City of this contract and of scheduling and operating the pools, such excess revenues shall be returned to the District, up to the amount of \$18,000. Should excess revenues exceed \$18,001, such excess revenues shall be shared equally between the City and the District.
3. Except for the use of the pools and associated pool facilities reserved to the District by paragraph 2 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. If the City consents to the cancellation of City programs or scheduled time for others upon request by the District to schedule additional school use, the district shall be responsible for all revenues lost by virtue of said cancellation. Such requests must be made by the District a minimum of 72 hours in advance of use to allow for adequate notice to be given by the City to those users affected by the cancellation.

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, 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 documented and may be offset against the payment due the District and adjusted on the next quarterly installment. If either equipment is not repaired or a safety hazard is not remedied by the District within a reasonable time, upon written consent by the district, the City will purchase the equipment (example: hair dryers, wheel chair accessibility lifts) or remedy the safety hazard and reduce the contract by that amount.

5. 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.

6. Although the term of this agreement is for two years, should a levy submitted to the voters by the District fail or should the City of Lacey unexpectedly lose tax 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.

7. 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.

8. **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

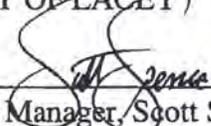
Jenny Wilson, Recreation Supervisor
420 College St. SE
Lacey, WA 98503-1238
Phone 360.491.0857

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

North Thurston Public Schools

John Bash, Deputy Superintendent
305 College ST NE
Lacey, WA 98516
Phone 360.412-4400

CITY OF LACEY

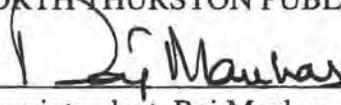


City Manager, Scott Spence

Date: 9/15/2014

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NORTH THURSTON PUBLIC SCHOOLS



Superintendent, Raj Manhas

Date: 8/19/14

Exhibit A

SCHOOL DISTRICT POOL TIMES AND USES														
TIMES	DAYS	SEPT.	OCT.	NOV.	DEC.	JAN.	FEB.	MAR.	APR.	MAY	JUNE	JULY	AUG.	
NORTH THURSTON HIGH SCHOOL POOL														
5:15-7a	M-F	Lacey	Lacey	Lacey	Lacey	Lacey	Lacey	Lacey	Lacey	Lacey	Lacey	Lacey	Lacey	
7a-2p	M-F	School	School	School	School	School	School	School	School	School	School	Lacey	Lacey	
2:30-5p	M-F	Team	Team	Team	Team	Team	Team**	Lacey	Lacey	Lacey	Lacey	Lacey	Lacey	
5-10p	M-F	Lacey	Lacey	Lacey	Lacey	Lacey	Lacey	Lacey	Lacey	Lacey	Lacey	Lacey	Lacey	
All Day	Sat.	Lacey	Lacey	Lacey	Lacey	Lacey	Lacey	Lacey	Lacey	Lacey	Lacey	Lacey	Lacey	
All Day	Sun.	Lacey	Lacey	Lacey	Lacey	Lacey	Lacey	Lacey	Lacey	Lacey	Lacey	Lacey	Lacey	
TIMBERLINE HIGH SCHOOL POOL														
5:15-7a	M-F	Lacey	Lacey	Lacey	Lacey	Lacey	Lacey	Lacey	Lacey	Lacey	Lacey	Lacey	Lacey	
7a-2p	M-F	School	School	School	School	School	School	School	School	School	School	Lacey	Lacey	
2:30-5p	M-F	Team	Team	Team	Team	Team	Team**	Lacey	Lacey	Lacey	Lacey	Lacey	Lacey	
5-10p	M-F	Lacey	Lacey	Lacey	Lacey	Lacey	Lacey	Lacey	Lacey	Lacey	Lacey	Lacey	Lacey	
All Day	Sat.	Lacey	Lacey	Lacey	Lacey	Lacey	Lacey	Lacey	Lacey	Lacey	Lacey	Lacey	Lacey	
All Day	Sun.	Lacey	Lacey	Lacey	Lacey	Lacey	Lacey	Lacey	Lacey	Lacey	Lacey	Lacey	Lacey	
RIVER RIDGE HIGH SCHOOL POOL														
5:15-7a	M-F	Lacey	Lacey	Lacey	Lacey	Lacey	Lacey	Lacey	Lacey	Lacey	Lacey	Lacey	Lacey	
7a-2p	M-F	School	School	School	School	School	School	School	School	School	School	Lacey	Lacey	
2:30-10p	M-F	Lacey with team practice exceptions outlined below**/**						Lacey	Lacey	Lacey	Lacey	Lacey	Lacey	
All Day	Sat.	Lacey	Lacey	Lacey	Lacey	Lacey	Lacey	Lacey	Lacey	Lacey	Lacey	Lacey	Lacey	
All Day	Sun.	Lacey	Lacey	Lacey	Lacey	Lacey	Lacey	Lacey	Lacey	Lacey	Lacey	Lacey	Lacey	
** Until the season ends. Exceptions for swim meets that last longer than scheduled time.														
*** River Ridge Pool Practice Schedule: Unless otherwise negotiated between Coaches, Athletic Directors and Lacey Parks and Recreation														
		2:30-4:30pm	RR Girls Team Practice (August through Mid-November)											
		4:30-6:30pm	Tumwater/Black Hills Girls Team Practice (August through Mid-November)											
		4:30-6:30pm	RR Boys Team Practice (Mid-November through Mid-February)											