



GENERAL GOVERNMENT & PUBLIC SAFETY COMMITTEE
SEPTEMBER 12, 2016
5:30 P.M.
COUNCIL CHAMBERS

1. **STREAM TEAM ILA**
PETER BROOKS, WATER RESOURCES MANAGER
(STAFF REPORT ATTACHED)

2. **2016-2017 SCHOOL RESOURCE OFFICER CONTRACT**
JOE UPTON, POLICE COMMANDER
(STAFF REPORT ATTACHED)

3. **NORTH THURSTON PUBLIC SCHOOLS POOL CONTRACT**
SUE FALASH, FACILITIES AND ATHLETICS MANAGER
(STAFF REPORT ATTACHED)

4. **50TH ANNIVERSARY FOOD DRIVE BRIEFING**
MARY COPPIN, COMMUNITY LIAISON
(VERBAL – NO ATTACHMENTS)



GENERAL GOVERNMENT & PUBLIC SAFETY COMMITTEE

September 12, 2016

SUBJECT: Interlocal agreement (ILA) between Thurston County, and the cities of Tumwater, Olympia, and Lacey for stormwater education and outreach.

RECOMMENDATION: Motion to forward the interlocal agreement between Thurston County, and the cities of Tumwater, Olympia, and Lacey for stormwater education to the full Council for approval.

STAFF CONTACT: Scott Spence, City Manager ^S
Scott Egger, Director of Public Works ^{SE}
Peter Brooks, Water Resources Manager ^{P.B.}

ORIGINATED BY: Water Resources Division

ATTACHMENTS: 1. [INTERLOCAL AGREEMENT BETWEEN THURSTON COUNTY AND THE CITIES OF LACEY, OLYMPIA, AND TUMWATER IMPLEMENTING A REGIONAL ENVIRONMENTAL EDUCATION PROGRAM](#)

FISCAL NOTE: The funds required for this ILA are comparable to the amount in prior years' budgets. The ILA contains a clause to address a budget shortfall by a partner.

PRIOR REVIEW: First Review.

BACKGROUND:

Thurston County and the cities of Tumwater, Olympia, and Lacey have cooperated regarding stormwater education and outreach for over 20 years. One example of this cooperation is the Stream Team program. For the past several years, the cooperative effort has functioned without the benefit of an ILA, which would facilitate the sharing of resources, especially funds. Because regional staff have been very careful in how they have coordinated without an ILA, there have been no audit exceptions resulting from the stormwater outreach and education programs. However, having an ILA would greatly simplify program logistics, assure legal compliance, and provide greater structure to the programs.

ADVANTAGES:

1. The ILA will simplify legal compliance and program logistics while adding structure to the outreach and education programs.

DISADVANTAGES:

1. None apparent.

**INTERLOCAL AGREEMENT BETWEEN THURSTON COUNTY
AND THE CITIES OF LACEY, OLYMPIA, AND TUMWATER
IMPLEMENTING A REGIONAL ENVIRONMENTAL EDUCATION PROGRAM**

This agreement (“Agreement”) is made and entered into by and between Thurston County, a subdivision of the State of Washington, hereinafter, “COUNTY” and the Cities of Lacey, Olympia and Tumwater, municipal corporations, hereinafter, “CITIES”, collectively referred to as the “PARTNERS”.

WHEREAS, the Federal Clean Water Act, 33 U.S.C. § 1251 et seq. and the Phase II Stormwater Final Rule promulgated by the U.S. Environmental Protection Agency ("EPA") require the operators of certain municipal separate stormwater sewer systems (“MS4”) to obtain National Pollutant Discharge Elimination System ("NPDES") permit coverage; and

WHEREAS, in Washington State, the EPA has delegated authority for the Federal Clean Water Act, including development and administration of the Phase II municipal stormwater management program, to the Washington State Department of Ecology ("Ecology"); and

WHEREAS, the Washington State Department of Ecology requires owners or operators of a municipal separate storm sewer system to obtain coverage under a Western Washington Phase II Municipal Stormwater Permit (PERMIT); and

WHEREAS, Thurston County and the Cities of Lacey, Olympia and Tumwater have all applied for separate coverage under the PERMIT; and

WHEREAS, mutual benefits will accrue to the parties hereto and the people which each serves in the cooperative implementation of the Regional Education Partnership (“PARTNERSHIP”), and

WHEREAS, the Interlocal Cooperation Act, chapter 39.34 RCW, further authorizes the parties hereto to enter into this Agreement; and

WHEREAS, Permittees are required by PERMIT Section S5.C.1 to provide stormwater education and outreach programs designed to achieve measurable reductions in behaviors that cause or contribute to adverse stormwater impacts; and

WHEREAS, coordination among Permittees with adjoining or shared geographic areas is encouraged by Washington State Department of Ecology and enhances access to federal, state, and other financial and technical support; and

WHEREAS, customers of the PARTNERSHIP share media sources and would benefit from consistent messaging across city and county boundaries; and

WHEREAS, municipal resource efficiency is increased and cost savings are realized through sharing expertise, expenses, and staff time to gain economies of scale and avoid duplication; and

WHEREAS, Thurston County, and the cities of Lacey, Olympia, and Tumwater desire to continue working together under a PARTNERSHIP to coordinate joint development and implementation of stormwater education and outreach program;

NOW, THEREFORE, IT IS MUTUALLY AGREED BY THE PARTNERS:

A. PURPOSE. The purpose of this Agreement is to provide a mechanism through which the PARTNERS voluntarily collaborate in the development, implementation and funding of stormwater education and outreach messages, materials, activities and program assessment tools for the general public, businesses and other target audiences as required by the PERMIT.

B. AGREEMENT SCOPE. The PARTNERS shall prepare and annually update a Work Plan to describe regional stormwater education and outreach project and program priorities, coordination, and jurisdictional roles and responsibilities. The Work Plan (and its annual updates) shall be reviewed and approved by the PARTNERSHIP managers each year, no later than August 1st, to ensure sufficient time to allocate resources to carry out the Work Plan.

C. RELATIONSHIP OF THE PARTNERS. The PARTNERS agree that they intend to act cooperatively pursuant to the authority of chapter 39.34 RCW to accomplish the purposes recited herein. No separate legal entity is created by this Agreement. This Agreement shall be administered jointly by the Cities and the County.

D. PAYMENT AND FUNDING. Each PARTNER shall provide funds necessary for the execution of the annually updated Work Plan, at a cost not to exceed levels defined in Section J.

- a. For purposes of this Agreement, the approval and adoption of the respective annual stormwater program budgets by the County and Cities will serve as the commitment to fund each PARTNERS share of the Work Plan.

E. COUNTY AND CITY STAFF REPRESENTATIVES.

- a. The managers, identified below, shall meet semi-annually, at a minimum, to discuss overall management and direction of the PARTNERSHIP, and review and adopt the Work Plan prepared by staff. The managers shall represent their jurisdictions in all matters pertaining to the projects and services rendered under this Agreement.
- b. Maximum staff allocations shall be defined by the level of effort and resource availability required to fulfill the adopted annual Work Plan. These allocations represent the full capacity of each jurisdiction to contribute to a regional Work Plan.
- c. Following a change of representative, PARTNERS will inform each of the other parties in writing within thirty (30) calendar days.
- d. Any written correspondence shall be delivered to the addresses shown below.

Agency:	Lacey	Olympia	Tumwater	Thurston County
Manager:	Peter Brooks, Water Resources Manager	Joe Roush, Environmental Services Manager	Dan Smith, Water Resources Program Manager	Larry Schaffner, NPDES Permit & Planning Coordinator
Mailing Address:	420 College Street Lacey, WA 98503	PO Box 1967 Olympia, WA 98507	555 Israel Road SW Tumwater, WA 98501	2000 Lakeridge Drive SW Olympia, WA 98502

F. REPORTING. By January 31st of each year this Agreement is in effect, PARTNERS will jointly report the progress and results of work conducted under this Agreement in a manner that is mutually useful in the fulfillment of PERMIT reporting requirements for public education activities, as specified in PERMIT Section S9.E.2.c.

G. RESPONSIBILITIES OF THE PARTNERS. It is mutually understood that PARTNERS agree to the following:

- a. Each of the PARTNERS will be independently responsible for the management and implementation of the projects and programs outlined for the respective jurisdiction(s) in the Work Plan.
- b. The Work Plan shall define staffing commitments and an estimated budget, including material, incentive, contracted services, and supply expenses for all costs to be shared by the Partners.
- c. Non-staff costs shall be allocated proportionately based on the residential population of each jurisdiction as follows:¹

Jurisdiction	Population (Year)	Percentage²
City of Lacey	46,020 (2015)	24%
City of Olympia	51,520 (2015)	26%
City of Tumwater	21,538 (2016)	11%
Thurston County	76,102 (2016)	39%
Total	195,180	100%

- d. In the event a project or program is not shared by all the PARTNERS, the budget outlined in the Work Plan shall identify the cost share for the participating jurisdictions.³
- e. The lead jurisdiction for a project or program outlined in the Work Plan shall invoice the PARTNERS based on the cost allocation percentages listed in Section G.c. above, so as to ensure equity among the jurisdictions.
- f. It is mutually understood that the PARTNERS will independently provide administrative services and act as financial manager for this Agreement. Where separate professional service contracts are engaged, the lead jurisdiction shall manage the contract and allocate costs to the PARTNERS as outlined in Section G.c. of this Agreement.

H. REIMBURSEMENT. PARTNERS shall reimburse lead jurisdiction for actual expenses, not including staff upon presentation of a properly executed invoice. Costs shall be charged and funding reimbursed up to the level agreed to in Section J of

¹ The population figures shall be updated upon this AGREEMENT's renewal.

² Percentages listed below are based on the full participation of all four PARTNERS. The Percentages may be modified based on Partnership participation in any given Work Plan task.

³ Regional participation for the purpose of the AGREEMENT are projects or programs where at least three of the PARTNERS commit to participate.

this Agreement. Reimbursement requests shall not be made more than once per month. PARTNERS shall reimburse lead jurisdiction within thirty (30) days of receipt of a properly executed invoice.

I. ASSIGNMENT. The PARTNERS may assign or subcontract any portion of the services provided within the terms of this Agreement. All terms and conditions of the Agreement shall apply to any approved subcontract or assignment related to this Agreement.

J. ESTIMATED COST AND FINANCING: For consideration of this Agreement, the PARTNERS shall plan activities under the abovementioned Work Plan, such that estimated total costs do not exceed the Maximum Annual Cost Allocation identified below:

Jurisdiction	Maximum Annual Cost Allocation	2-year Agreement Maximum
Thurston County	\$35,000	\$70,000
Lacey	\$21,500	\$43,000
Olympia	\$23,500	\$47,000
Tumwater	\$10,000	\$20,000
TOTAL	\$90,000	\$180,000

- a. Each party shall make a good faith effort to participate at the funding levels necessary to fund the pro-rata share of the Agreement’s Work Plan, as permitted by the adoption and approval of the annual budget. In the event a PARTNER fails to secure the necessary funding, refer to Section K – REALLOCATION OF FUNDS DUE TO BUDGET REDUCTION hereafter.

K. REALLOCATION OF FUNDS DUE TO BUDGET REDUCTION: Should a PARTNER fail to secure adequate funding for any or all of the elements outlined in the Work Plan, the PARTNER shall:

- a. Provide written notice to the PARTNERS within thirty (30) calendar days of its budget adoption.
- b. The PARTNERSHIP Managers agree to meet within fourteen (14) calendar days thereafter to discuss the impacts of such a budget reduction. As participation for each PARTNER is contingent upon final budget approval and adoption, the PARTNERS may elect to redistribute costs or eliminate specific program elements as needed, provided that the participating PARTNERS do not exceed the maximum amounts indicated in Section J: ESTIMATED COST AND FINANCING, unless otherwise agreed upon in writing through either subsequent agreements or addendums to this Agreement.

L. DURATION. This Agreement shall commence on the date of execution and shall terminate on December 31, 2018, subject to amendment, and may be extended upon written agreement of the PARTNERS.

M. HOLD HARMLESS AND INDEMNIFICATION. All PARTNERS shall accept responsibility for any and all liability arising from acts of its own officers, employees,

agents and contractors to the extent provided by law.

- a. Each party agrees to indemnify, defend, and hold harmless the other party, and its officers, agents, and employees for all claims (including demands, suits, penalties, losses, damages or costs of any kind whatsoever) including costs, expenses and reasonable attorney's fees, to the extent such a claim arises or is caused by the indemnifying party's own negligence or that of its officers, agents, or employees in performance of this Agreement.
- b. Nothing contained in this section of this Agreement shall be construed to create a liability or a right of indemnification in any third party.
- c. This section shall survive the expiration of this Agreement.

N. SETTLEMENT OF DISPUTES. In the event that a dispute arises under this Agreement, written notification of the nature of the dispute will be provided to the representatives designated in Section E, herein. If resolution cannot be achieved by the representatives, the department or division director of each party shall meet and attempt to resolve the dispute. In the event the parties are unable to resolve the dispute in this manner, the dispute may be resolved by mediation or arbitration if the parties mutually agree in writing. If there is no agreement for alternate dispute resolution, any party may file a lawsuit in a court of competent jurisdiction according to the terms of this Agreement.

O. ENTIRE AGREEMENT. The parties agree that this Agreement is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Agreement are specifically excluded.

P. AMENDMENTS. The parties hereby further agree that this Agreement cannot be amended or modified without the written concurrence of all parties.

Q. TERMINATION. Any party to this Agreement may terminate this Agreement by giving the other parties at least sixty (60) days advance written notice. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination. The hold harmless and indemnification provisions of this Agreement shall survive termination or expiration of this Agreement.

R. WAIVER. A failure by any party to this agreement to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

S. VENUE. The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Pierce or Lewis County, Washington.

T. MULTIPLE ORIGINALS. This Agreement may be executed in multiple copies, each of which shall be deemed an original.

U. SEVERABILITY. If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement that can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of

this Agreement are declared to be severable.

Each party has caused this Agreement to be signed by its duly authorized officer or representative as of the date set forth below its signature.

SIGNATURE PAGES FOLLOW

CITY OF LACEY

City Manager

Date: _____

APPROVED AS TO FORM

City Attorney

ATTEST:

City Clerk

CITY OF OLYMPIA

Mayor

Date: _____

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

CITY OF TUMWATER

MAYOR PETE KMET

DATE: _____

APPROVED AS TO FORM:

KAREN KIRKPATRICK, CITY ATTORNEY

ATTEST:

MELODY VALIANT, CITY CLERK

**THURSTON COUNTY
BOARD OF COUNTY COMMISSIONERS**

Chair

Vice-Chair

Board Member

ATTEST:

Clerk

APPROVED AS TO FORM:

PROSECUTING ATTORNEY
Jon Tunheim

Deputy Prosecuting Attorney



**GENERAL GOVERNMENT &
PUBLIC SAFETY COMMITTEE**
September 12, 2016

SUBJECT: School Resource Officer Contract with the North Thurston Public Schools.

RECOMMENDATION: Motion to forward School Resource Officer Contract between North Thurston Public Schools and the City of Lacey, to full City Council for approval.

STAFF CONTACT: Scott Spence, City Manager *SS*
Dusty Pierpoint, Chief of Police *DP*
Joe Upton, Police Commander *JU*

ORIGINATED BY: Police Department

ATTACHMENTS: 1. [2016-2017 School Resource Officer Contract.](#)

FISCAL NOTE: The 2016-2017 School Resource Officer contract has the same revenue of \$140,000 as the previous contract.

PRIOR REVIEW: The City Attorney has reviewed the contract and the North Thurston Public School's has already signed the contract.

BACKGROUND:

The Lacey Police Department has a positive and productive relationship with North Thurston Public Schools. A portion of this partnership is formalized in a contract for School Resource Officers to be provided for select schools within the City limits of Lacey. The contract specifies the School District will help defray costs incurred by the Police Department in exchange for a minimum service level agreement from the Police Department.

The contract has been valid for one school year at a time and has been approved each year since its inception. In this contract, the one year renewal has been updated to be auto-renewing.

This year, the dollar amount contributed to help defray Police Department expenses remains the same at \$140,000. In the future, when the dollar amount of NTSD's

contribution changes this will be added to the agreement as a memo in June of each year rather than writing a whole new agreement.

ADVANTAGES:

1. Renewing the contract maintains the partnership between the Lacey Police Department and North Thurston Public Schools while helping to defray labor costs.

DISADVANTAGES:

1. None.

AGREEMENT BETWEEN
NORTH THURSTON PUBLIC SCHOOLS
and
CITY OF LACEY
for
THE SCHOOL RESOURCE OFFICER PROGRAM

THIS AGREEMENT, made and entered into this 1st day of September, 2016 by and between the North Thurston Public Schools (NTPS) and City of Lacey.

WHEREAS, the North Thurston Public Schools and the Lacey Police Department work cooperatively to ensure a safe and secure learning environment for the youth of this community and agree that it is in the best interest of both parties to assign three (3) School Resource Officers (SRO) to the local high schools and middle schools within the NTPS; and

WHEREAS, North Thurston Public Schools (hereinafter referred to as School District) agrees to share in the cost of and provide facilities for the aforementioned School Resource Officers;

NOW THEREFORE, it is mutually agreed as follows:

I

The Lacey Police Department (hereinafter referred to as Police Department) will assign one regularly employed Lacey Police Officer to serve as a School Resource Officer (SRO) to each of the following high schools; North Thurston High School, Timberline High School, and River Ridge High School. The SRO assigned to North Thurston High School will also be the primary SRO assigned to South Sound High School. SRO's will correspondingly work with the Chinook Middle School, Komachin Middle School, and the elementary schools located with the city limits of Lacey. A total of three Lacey Police Officers will serve as SRO's to North Thurston Public Schools.

II

The SRO's will provide a uniformed presence on campus to promote safety and serve as a positive resource to the high schools, middle schools, elementary schools, and surrounding neighborhoods. SRO's will patrol their assigned schools and surrounding areas in order to identify, investigate, enforce, deter, and prevent crime, especially those incidents involving weapons, youth violence, harassment, gang involvement, drugs, or other similar activities. In addition, SRO's will provide students, parents, teachers, administrators, and neighborhood residents with information, support, and problem solving mediation and facilitation.

III

SRO's shall at all times remain employees of the City of Lacey and shall not be employees of the North Thurston Public Schools. SRO's shall remain responsive to supervision and chain of command of the Police Department which shall be responsible for their hiring, training, discipline, and dismissal. Any allegation of improper conduct by an SRO will be referred to the SRO's immediate supervisor or directly to the Support Services Commander.

Each SRO will be assigned to the schools on a full-time, forty (40) hour work week, minus any scheduled vacation time, sick time, training time, court time, or any other police-related activity, including any emergencies such as civil disasters.

Scheduling for SRO's while school is in session will be determined by mutual agreement of the school district administration, the SRO, and the SRO's police supervisor. The SRO will not take vacation while school is in session unless approved by his/her police supervisor. On scheduled work days when school is not in session (summer vacation, school breaks, holidays, etc.), the SRO will work on assignments as determined by their police supervisor.

Nothing in this agreement prevents the North Thurston Public Schools from continuing the practice of hiring off-duty Lacey Police Officers to provide security at sporting events or other special events. The terms of this agreement do not cover off-duty officers hired for these purposes.

IV

In the event the Principal of the school to which an SRO has been assigned has cause to believe that particular SRO is not effectively performing in accordance with this Agreement, the Principal may recommend to the School District and the Police Department that the SRO be removed from the program.

To initiate the replacement of an SRO, the Principal will recommend to the District Superintendent, or his/her designee, that the SRO be replaced, stating the reasons in writing. Within a reasonable period of time after receiving the recommendation, the Superintendent or his/her designee will meet with the Chief of Police or his/her designee, to mediate or resolve the problem that may exist.

V

The duties and responsibilities of the Lacey Police Department include the following:

- Have SRO's participate in and train school and community partner staff in threat assessment, critical incident response and the development of an off-site crisis response center in case of a school, district or county-wide critical incident or terrorist event impacting the safety of students, staff, family members and community residents.
- Participate in planned training with mental health, juvenile justice, and school based staff.
- Work with all District partners in the delivery of law enforcement-related prevention activities for both students and their families.

- Collaborate with District partners in assuring the development, revision and dissemination of safe school policies.
- Provide data as indicated that is necessary for the evaluation of proposed programs and activities and work with local and national evaluators.

VI

Additional duties and responsibilities of the SRO while on duty include, but are not limited to, the following:

- Regularly wear the official police uniform.
- Establish and maintain a working rapport with the school administrators and school staff.
- Act as a resource person in the area of law enforcement education at the request of the staff, speaking in classes on the law, search and seizure, drugs, motor vehicle laws, etc.
- Assist in providing school-based security during the regular school day; assist in the promotion of a safe and orderly environment at the assigned schools. The SRO shall not act as a disciplinarian; however, the SRO may assist the school with discipline problems and, if the problem or incident is a violation of the law, will determine whether law enforcement action is appropriate. Violations of school rules will be turned over to the school administration.
- Investigate crimes or other school-related incidents on campus, making arrests, when appropriate, and making the necessary timely notifications to parents, school staff, and social service agencies.
- Assist in mediating disputes on campus, including working with students to help them solve disputes in a non-violent manner.
- Perform other duties as mutually agreed upon by the principal and the SRO provided the duty is legitimately and reasonably related to the SRO program as described in this Agreement and is consistent with Federal and State law, local ordinances, Police Department and School District policies, procedures, rules, and regulations.

VII

In return for the City providing SRO services, the School District will:

- Provide a private and secure office space within North Thurston High School, Timberline High School, and River Ridge High School to be used by the SRO for general office

purposes. The offices must be properly lighted, with a telephone that has a speakerphone feature.

- Equip each office with 2 or 4 drawer locking cabinet and reasonable office supplies.
- Provide a reasonable police parking space or parking area.

VIII

The School District agrees to pay the City of Lacey \$140,000 as its share of the SRO program for the period of September 1, 2016 to June 30, 2017. The School District and the Police Department agree to negotiate program costs in June of each year for any subsequent period. If there is a mutually agreed upon annual program cost adjustment, such cost adjustment will be documented in writing and attached to this agreement. A change in program cost shall not affect the automatic renewal provision contained in section XII of this agreement.

IX

Both parties understand and agree that the City is acting hereunder as an independent contractor, with the following intended results:

- Control of personnel, standards or performance, discipline and other aspects of performance shall be governed entirely by the department;
- All persons rendering services hereunder shall be for all purposes employees of the City of Lacey;
- All liabilities for salaries, wages, and any other compensation, work related injury or sickness shall be that of the City of Lacey.

Both parties understand and agree that the school district retains its legal responsibility for the safety and security of the school district, its employees, students, and property and this Agreement does not alter that responsibility.

X

The City of Lacey will protect, defend, indemnify, and save harmless the School District, its officers, employees, agents from any and all costs, claims, judgments or awards of damages arising out of or in any way resulting from negligent acts or omissions of the City of Lacey, its officers, employees or agents.

The School District will protect, defend, indemnify and save harmless the City of Lacey, its officers, employees and agents from any and all costs, claims, judgments or awards of damages

arising out of or in any way resulting from the negligent acts or omissions of the School District, its officers, employees, or agents.

XI

This Agreement expresses the entire agreement of the parties. This Agreement may be amended or modified at any time by the mutual agreement of the parties. Any amendment or modification shall be in writing, signed, and acknowledged by all the parties.

XII

This Agreement may be terminated only after thirty (30) days written notice received by one party, given by the other. Any termination of this Agreement shall not terminate any duty of either party matured prior to such termination. If terminated, the payment amount owed by the School District pursuant to Section VIII will be pro-rated to include only the period up to the effective date of termination.

This Agreement shall be effective September 1, 2016, and will be automatically renewed from year to year thereafter, unless terminated as provided above.

As evidence of their Agreement, both parties, through their authorized agents, having read and understood the above and foregoing, and with the intent to be bound thereby, hereby execute this Agreement on the date last entered below.

NORTH THURSTON PUBLIC SCHOOLS

By: _____

Date: _____

CITY OF LACEY

By: _____

Date: _____

APPROVED AS TO FORM:

Lacey City Attorney



**GENERAL GOVERNMENT &
PUBLIC SAFETY COMMITTEE**
Sept. 12, 2016

SUBJECT: Pool Use Contract September 2016 through August 2018

RECOMMENDATION: Forward to the full City Council with a recommendation to approve the 2016-2018 NTPS Pool Use Agreement, and authorize the City Manager to sign the agreement.

STAFF CONTACT: Scott Spence, City Manager
Sue Falash, Facilities and Athletics Manager

ORIGINATED BY: Parks and Recreation Department

ATTACHMENTS: 1. [2016-2018 NTPS Pool Use Contract.](#)

FISCAL NOTE: Revenue Aquatic Programs 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 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, pool 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 ensure cost sharing is equitable. The current Pool Agreement is in effect from September 1, 2016, through August 31, 2018, with a cost share of \$105,000 per year.

The proposed supplemental agreement documents the pool agreement cost-sharing arrangement.

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 programs teach skills and offer social interaction opportunities, as well as fitness and fun.

DISADVANTAGES:

1. No disadvantages are foreseen at this time.

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, ~~2014-2016~~ and ending August 31, ~~2016~~2018. 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, ~~2014-2016~~ 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 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. ~~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 ~~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. ~~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. 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

56. 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.

67. 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.

78. 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.

89. 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~~Monty Sabin, ~~Deputy Assistant~~ Superintendent
305 College ST NE
Lacey, WA 98516
Phone 360.412-4400

CITY OF LACEY

NORTH THURSTON PUBLIC SCHOOLS

City Manager, Scott Spence

Superintendent, ~~Raj Manhas~~Debra J. Clemens

Date: _____

Date: _____

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