

06/13/16
SAB

OPR 2012-0243



Minor Contract Summary

OPR # _____
Cross Ref _____
Destruct Date 2024

Incomplete submissions will be returned to the Requester until all requirements are met.
(Summary to be printed on green paper)

Department: Finance Operations Recreation/Golf Riverfront Parks & Recreation

CR # _____

Date: _____

Note: A new contractor **requires** a W-9, Business License, ACH Forms and an Insurance Certificate attached to the contract.

Type of Contract:

New Contract Renewal Amendment Extension Public Works Other

Contractor/
Consultant/
Vendor Name: Spokane Public Schools
Address: 200 N. Bernard
City, State, Zip: Spokane, WA 99201
Remittance Address:
City, State, Zip
Phone:
E-Mail: MarkA@SpokaneSchools.org

RECEIVED

JUN 13 2016

CITY CLERK'S OFFICE

Summary of Services: First Addendum to the Interlocal Agreement between between Spokane Public Schools and City of Spokane Parks and Recreation Department regarding Joint Use of Facilities. Joint Use Agreement was initiated April 1, 2012.

Amount: Budget Neutral Check if tax is included

Budget Code(s): Budget Neutral

Funding Source if not Dept. Budget (e.g. CD, Dept. of Justice, Federal, etc.):

Beginning Date: May 11, 2016 Expiration Date: Aug. 31, 2017 Open-Ended:

- Quotes (per Purchasing Policy) *n/a*
- Contractor is on the City's A & E Roster *n/a*
- City of Spokane Business License #: *n/a*
- W-9 (for **new** contractors/consultants/vendors) *n/a*
- ACH Forms (for **new** contractors/consultants/vendors) *n/a*
- Insurance Certificate (min \$1.5 million) *In process*

Department Verification Statement: My signature below verifies above documentation has been included with this document, and if a public works contract, vendor has been notified of State Law requirements.

Requester - Leroy Eadie

Division Manager _____
Type Name
 Director of Parks and Recreation Leroy Eadie

Initials LE

Initials _____

Funds are available in the appropriate budget account:
 Accountant Nicole Edwards

Initials (N)

Distribution List: By: _____ Date: _____

| | |
|-----------------------------------|--|
| Parks and Recreation: Leroy Eadie | Additional Dept. Parks - Pamela Clarke |
| Park Accounting: PARKS ACCOUNTING | Additional Dept. Parks - Lori Harvey |
| | Contractor: |
| | E-mail: MarkA@SpokaneSchools.org |

FIRST ADDENDUM TO THE INTERLOCAL AGREEMENT BETWEEN SPOKANE PUBLIC SCHOOLS AND CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT REGARDING JOINT USE OF FACILITIES

This First Addendum to the Interlocal Agreement is entered into by and between Spokane Public Schools, legally referenced as Spokane School District No. 81 ("District"), a political subdivision of the State of Washington, whose address is 200 North Bernard Street, Spokane, WA 99201, and the City of Spokane Parks and Recreation Department ("City"), a municipal corporation of the State of Washington, whose address is 808 West Spokane Falls Boulevard, Spokane, WA 99201.

The parties agree to amend the Contract as follows:

4. Duration.

4.1 Term. This Agreement shall remain in force upon execution and filing through August 31, 2014-2017 and shall automatically renew annually thereafter, unless terminated in accordance with Paragraph 12 of the Agreement.

IN WITNESS WHEREOF, this Addendum to the Interlocal Agreement between Spokane Public Schools, City of Spokane Parks and Recreation Department has been executed at Spokane, Washington.

Dated this 13th day of June, 2016.

SPOKANE PUBLIC SCHOOLS:

Dr. Mark Anderson
Associate Superintendent, School Support Services

Date 5-11-16

CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT:

Leroy Eadie
Director

Date 5-23-16

Attest:

City Clerk (Acting)

Approved as to form:

Assistant City Attorney





Spokane Public Schools
excellence for everyone

Purchasing Services
2815 East Garland Avenue
Spokane, WA 99207-5889

phone (509) 354-7174
fax (509) 354-7183
www.spokaneschools.org

May 19, 2016

RECEIVED

MAY 23 2016

Leroy Eadie
Director, City of Spokane Parks and Recreation Department
808 West Spokane Falls Boulevard
Spokane, WA 99201

PARKS AND REC DEPT

RE: First Addendum to the Joint Use Agreement between Spokane Public Schools and the City of Spokane Parks and Recreation Department.

Dear Leroy:

Enclosed, please find two (2) original First Addenda to the Joint Use Agreement regarding the Joint Use of Facilities between Spokane Public Schools and the City of Spokane Parks and Recreation Department approved and signed by Dr. Anderson.

Once fully executed, please forward one original back to me for our files

Sincerely,

A handwritten signature in cursive script that reads "Barb Carson".

Barb Carson
Purchasing Services
Spokane Public Schools

Enclosure

**INTERLOCAL AGREEMENT BETWEEN
SPOKANE PUBLIC SCHOOLS AND
CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT
REGARDING JOINT USE OF FACILITIES**

1. Parties.

This Agreement is entered into by and between Spokane Public Schools, legally referenced as Spokane School District No. 81 ("District"), a political subdivision of the State of Washington, whose address is 200 North Bernard Street, Spokane, WA 99201, and the City of Spokane Parks and Recreation Department ("City"), a municipal corporation of the State of Washington, whose address is 808 West Spokane Falls Boulevard, Spokane, WA 99201.

2. Authority and Purpose.

The Revised Code of Washington, Chapter 39.34, recognizes and authorizes local government units to make agreements for joint performance of functions and activities which they have the authority to perform.

The intent of this Agreement is to promote maximum public utilization of public facilities and grounds owned by the City and District within the ability of their available budgets and legal restrictions in order to best accommodate their respective activity programs and for provision of adequate facilities for the leisure, enrichment and well-being of the community; thus minimizing the economic waste of providing duplicate land and facilities at the expense of the common taxpayer.

This purpose includes coordinated planning for new acquisitions and facilities, particularly in the area of schools and parks.

3. Administration.

The parties acknowledge that regular ongoing communication is vital to the success of the collaboration and administration of this Agreement. This joint undertaking shall be conducted by the parties according to the terms of this Agreement and jointly administered by the District Superintendent or designee and the Director of Parks and Recreation or designee. The following joint meetings of the parties shall occur throughout the term of this Agreement:

3.1 Meetings. District and City staff involved with the direct provision of services will meet as needed to address issues regarding delivery of services under this Agreement.

3.2 Coordinator of Services. Each party hereby designates the following persons to be its Coordinator of Services:

District: Associate Superintendent, School Support Services; 509-354-7272,

City: Director of Parks and Recreation; 509-625-6204

- 3.3 Review of Scheduling, Fees, and Maintenance Issues. The parties shall meet annually each spring to review any concerns that may arise during the year relative to this Agreement. In particular facility usage and scheduling will be reviewed to see if both party's primary needs are being met within the confines of the parties' resources to accomplish these goals. There will also be a review of the fees, maintenance issues and the communication flow deemed necessary to support these endeavors.

4 Duration.

- 4.1 Term. This Agreement shall remain in force upon execution and filing through August 31, 2014.
- 4.2 Option to Renew. The parties shall have the option to renew the Agreement for three (3) additional three (3) year periods by mutual agreement of the parties unless timely terminated as provided for in Section 12. This option must be exercised in writing at least three hundred sixty (360) days prior to termination of the original lease term and extension thereof. Any notice to renew by the either party shall be sent to the other party at the address set forth in Section 12.3. Acceptance of the renewal request shall be in the form of an addendum.

5 Definitions.

- 5.1 "Campus Schools" shall mean schools which are located adjacent to City park property and utilize City park property for regular school activities. The following is a list of 'Campus Schools':

Schools/Parks

Bemiss/Courtland Park
Finch/Audubon Park
Grant/Grant Park
Hamblen/Hamblen Park
Indian Trail/Indian Trail Park
Madison/Franklin Park
Garry Middle/Nevada Park
Shadle Park High/Shadle Park

- 5.2 "City Facilities" shall mean those park and recreation open spaces and facilities on City property which include but are not limited to ball fields, tennis courts, skating rinks, swimming pools/splash pads, golf courses and conservation lands.
- 5.3 "Class I School or District Sanctioned Activities" shall mean those activities defined in Section III.A., School District Procedure 9115 (attached and incorporated to this Agreement by reference as **Exhibit A: District Policy/Procedure 9115**).
- 5.4 "Direct Cost" shall mean costs incurred solely as a result of the other party's specific use of a facility or grounds such as labor, supervision or custodial costs, equipment maintenance costs.

- 5.5 “District Facilities” shall refer to both “School Grounds” and “School Buildings”.
- 5.6 “Exhibits” shall include the following:
- A. SPS Policy/Procedure No. 9115, Use of School Facilities
 - B. Joint Use Scheduling Procedures (to be updated annually)
 - C. GSL Golf Joint Use Agreement Protocol
 - D. Shared Maintenance of Grounds at Designated Location Drawings
- 5.7 “Joint Use Partner” shall mean any entity that has a reciprocal agreement with either party to this Agreement.
- 5.8 “School Buildings” shall refer to the physical school building including the gyms, the multi-purpose rooms, the classrooms, libraries, auditoriums, conference rooms, kitchens and cafeterias.
- 5.9 “School Grounds” shall refer to grounds, tennis courts, and playfields owned by the District.

6 Use of District Facilities by City.

6.1 City Usage and District Facility Availability.

District Facilities available for use are primarily elementary and middle schools; high schools gyms may be requested but availability is extremely limited. During the academic school year, sites having Express After-School Child Care programs are available at 6:15 p.m. All other sites are available at 5:15 p.m. The latest that an activity can be scheduled to end is 9 p.m. for elementary schools and 9:30 p.m. for middle schools unless otherwise approved by District Event Services. Additional details are available in **Exhibit B** to this Agreement.

6.2 Priority of Use

6.2.1 First Priority Use. The first priority for use of all District Facilities shall be Class I School or District Sanctioned Activities as described in **Exhibit A**.

6.2.2 Second Priority Use. Senior Joint Priority Use. In recognition of its status as being the first Joint Use Partner the Spokane Parks and Recreation Department shall be granted Senior Joint Use Status and shall be entitled to first priority use over all other District joint use partners. To qualify for this priority, a request for use of District Facilities must be submitted by the City in accordance with **Exhibit B**. The District reserves the right to limit City Joint Use to no more than fifty percent (50%) of an area (e.g., room or field) at any given School Facility per week. Specific time adjustments may be made by mutual agreement of the parties. Late submissions of requests by City may result in denial of such requests.

6.2.3 Third and Lower Priority Use. Shall be at the discretion of the District.

6.3 Scheduling.

- 6.3.1 Scheduling of School Buildings. Scheduling of all School Buildings shall be done by District Event Services staff. Site approval is needed for scheduling high school gyms, multi-purpose rooms and auditoriums. Nutrition Services approval is required for kitchens. Scheduling shall be in accordance with the details identified in **Exhibit B**: "Schools/Park & Recreation Scheduling Procedures" as mutually agreed upon between the parties.
- 6.3.2 Scheduling of High School and Middle School Play Fields and Tennis Courts. Scheduling of Play Fields and Tennis Courts shall be in accordance with the details identified in **Exhibit B** as mutually agreed upon between the parties.
- 6.3.3 Weekend and Holiday Use. Either party can request use of the other party's facilities for weekend use in the same manner as above providing the user shall pay all Direct Costs incurred by the facility owner.

7. Use of City Facilities by the District.

7.1 District School Day Usage During the School Year.

- 7.1.1 During the usual and regular school year, all City property adjacent to a District school site, and all other City park property not adjacent, but which is used by District for school activities as allowed by this Agreement, shall be considered to be operated and controlled by the District for purposes of RCW 28A.635.020 until 5 p.m. or at such time each day when the school activity is completed. The District agrees to indemnify and hold harmless City for any claim arising from the District's chief administrator's, or his or her authorized designee's exercise of authority under RCW 28A.635.020 and other applicable rules and regulations.
- 7.1.2 Play Equipment Availability. Play equipment on parks adjacent to Campus Schools will be available to the public during school hours except where the District desires exclusive use. When exclusive use is desired, the District shall either post notice of the District's exclusive use in the Park or otherwise provide notice to the public of the District's exclusive use.

7.2 Priority of Use.

- 7.2.1 First Priority Use. The first priority for use of all City facilities and grounds shall be City sponsored programs and activities.
- 7.2.2 Second Priority Use. Senior Joint Priority Use. In recognition of its status as being the first Joint Use Partner the District shall be granted Senior Joint Use status and shall be entitled to first priority use over other City joint use partners. To qualify for this priority, a request for use of City Facilities must be submitted by the District in accordance with **Exhibit B**. Specific time adjustments may be made by mutual agreement of the parties. Late

submissions of requests by the District may result in denial of such requests. The City reserves the right to limit District Joint Use to no more than fifty percent (50%) of an area (e.g., field, pool or course) at any given City Facility per week.

7.2.3 Third and Lower Priority Use. Shall be at the discretion of the City.

7.3 Scheduling.

7.3.1 Use and scheduling of City Play Fields, District Elementary Play Fields, Tennis Courts, Covered Shelters, and Aquatic Centers shall be in accordance with **Exhibit B**; use and scheduling of Golf Courses **shall be** in accordance with **Exhibit C** as mutually agreed upon between the parties.

7.3.2 Weekend and Holiday Use. Either party can request use of the other party's facilities for weekend use in the same manner as above providing the user shall pay all Direct Costs incurred by the facility owner.

8 **Shared Maintenance.**

8.1 Grounds Maintenance. The District and City shall share ground maintenance at Bemiss, Cooper, Finch, Grant, Indian Trail, Madison, Garry, and Shadle Schools in accordance with **Exhibit D**.

8.2 Facility Improvement Requests. Any requests by District to modify or improve City Facilities shall be submitted to the City's Director of Parks and Recreation for advance approval. This would include cutting and removing sod, relocation of backstops, installation of batting cages, buildings and other improvements.

9 **Rights and Responsibilities of Both Parties.**

9.1 Compliance with Rules and Laws. The parties shall comply with all applicable laws, ordinances and regulations as well as applicable local policies and procedures. The District is a tobacco free, drug free, and weapon free environment. Employees, patrons and agents of the parties who use or participate in activities pursuant to this Agreement shall conform to the policies applicable to the host party at all times.

9.2 Supervision and Inspection.

9.2.1 With regard to any programs or activities engaged in under this Agreement, neither party shall have supervisory responsibility over the other party's programs, activities, employees, agents, representatives, volunteers, guests, licensees, invitees. Any party has the right to withhold use of facilities under this Agreement until that party is provided a written statement to its satisfaction designating who is supervising a program or activity along with the details of supervision for a program or activity.

9.2.2 Each party is solely responsible for inspecting the other party's facilities or property prior to use to identify any defects or hazards therein or thereupon which may render the facilities or property not reasonably safe for the intended use. Upon identifying any such unsafe defects or hazards, the party shall refrain from using the facilities or real property until the defects or hazards are brought to the attention of the owning party and are removed, repaired, or otherwise made safe by the owning party.

9.3 Fees, Maintenance and Custodial Service.

9.3.1 Fees. No fees except for Direct Costs shall be charged the other party for use of District and City Facilities. Examples of anticipated Direct Costs would be use of a District varsity baseball field for a game, the use of a City softball field for a game, or use of a gym requiring custodial overtime.

9.3.2 Rough grading of all baseball diamonds in the spring shall be done by the City through its Parks and Recreation Department, while pre-game dragging, in-field watering or lining, etc. will be the responsibility of the using party. In no circumstances shall any entity other than the equipment owner or owner's vendor make repairs or alterations to the owning party's equipment.

9.3.3 Custodial services shall be provided by the owner of the facility, except in instances where other specific arrangements are agreed to in writing. Maintenance and custodial costs shall be borne by using party only when such maintenance involves extra costs to the owning party.

9.4 Utilities. The party owning the facility shall furnish all necessary utilities.

9.5 Equipment and Supplies.

9.5.1 The equipment used during and for all programs and activities conducted under the terms of this Agreement shall, for the most part, be furnished by the party who owns the property, except consumable equipment and supplies shall be provided by the using party. District-owned or City-owned equipment which is not easily moved (for example, tumbling mats, volleyball standards, baseball bases, field liners, permanently mounted time clocks), may be used by the using party. The using party shall be responsible for any damage to the equipment (other than normal wear and tear) and shall repair or replace the equipment so that it is returned to a condition as good as or better than the condition prior to damage.

9.5.2 Regardless of which party has furnished equipment or supplies, the using party shall be solely responsible for inspecting all such equipment and supplies prior to usage and is solely responsible for assuring that the equipment and supplies are in reasonably safe condition and appropriate for intended use.

- 9.5.3 The using party is solely responsible for inspecting the other party's facilities or real property to identify any defects or hazards therein or thereupon which may render the facilities or real property not reasonably safe for the using party's intended usage. Upon identifying any such unreasonably unsafe defects or hazards, the using party shall refrain from using the facilities or real property until the defects or hazards are brought to the attention of the owning party by the using party, and are removed, repaired, or otherwise made safe by the owning party.
- 9.6 Manner of Financing, Budgeting, and Billing. One objective of this Agreement is to minimize billings and rental agreements between the parties; however, if it is more convenient for the using party to pay incurred cost for specific events/use, that party may do so at its option. The annual cost of such events/use shall be based upon a general rule of 'Direct Cost'. This requires that each party maintain sufficient records to determine the Direct Cost that was incurred by and due to each party's use of facilities during the previous year. Direct Cost shall include direct incremental costs such as labor, supervision, custodial, maintenance, utilities, or a percentage of total use times the total costs. Items such as depreciation, debt retirement, normal wear and tear, and utilities that will occur regardless of use by the other party, may not be included as a cost to the using party. Usages which will create Direct Cost will be identified, costs estimated, and notification given to the user at the time of reservation.
- 9.7 Prohibited Employment. Both parties shall prohibit any employee or contracted provider from having any contact with students pursuant to this Agreement during the course of his or her employment, if such individual has pled guilty or been convicted of any felony crime involving the physical neglect of a child under Chapter 9A.43 RCW, the physical injury or death of a child under Chapters 9A.32 or 9A.36 RCW (except motor vehicle violations under Chapter 46.61 RCW), sexual exploitation of a child under Chapter 9.68A RCW, sexual offenses under Chapter 9A.44 RCW, where a minor is the victim, promoting prostitution of a minor under Chapter 9A.88 RCW, the sale or purchase of a minor child under RCW 9A.64.030, or violation of similar laws of another jurisdiction. Both parties shall engage in due diligence to learn whether any of their employees or contracted providers have pled guilty or been convicted of any such crime and shall require their employees to self report to their respective employer any such plea or conviction. Notwithstanding any other provision in this Agreement, any failure to comply with this section shall be grounds for immediate termination of this Agreement and shall be grounds for either party to immediately terminate any use of facilities by the other party or its agents.
- 9.8 No Dual Employment. Nothing contained in this Agreement, or related documents shall be construed as creating any form of an employment relationship between the parties, or the agents, officers, volunteers or employees of the parties. The officers, agents, employees or volunteers of each party shall not be entitled to any rights or privileges of employment with the other party. Each party assumes exclusive responsibility for any and all actions, rights and obligations of its respective officers, agents, employees or volunteers. Each party's employees and students do not, by this Agreement, become agents or employees of the other party, and shall not be entitled to any rights and privileges established for employees of the other party, such as vacation, sick leave

with pay, paid days off, life, accident and health insurance or severance pay upon termination of this Agreement.

- 9.9 Nondiscrimination. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities.
- 9.10 Indemnification/Hold Harmless/Duty to Defend. Each party to this Agreement is responsible for its own acts and omissions of its officers, employees, and agents. Each party agrees to defend, indemnify, and hold the other party harmless from and against any claim, demand, suit, or cause of action, (hereafter "claim"), that may be asserted against the indemnitee, if and to the extent the claim against the indemnitee is based on the actual or alleged fault of the indemnitor and relates to the subject matter of the performance of this Agreement. This indemnification obligation applies to all costs of investigation, reasonable attorney fees, litigation expenses, settlement, and judgment. Where claims are asserted against both of the parties based on actual or alleged concurrent or shared fault of the parties, a party shall not be required to indemnify the other party for that party's own proportionate share of fault. Reasonable attorney fees and litigation expenses incurred by a party in successfully enforcing the indemnification provisions of this section shall be paid by the party against whom the provision was enforced.

The parties agree that these indemnification obligations shall apply to claims made by their own employees against an indemnitee, and the parties therefore knowingly and expressly waive any immunity that they otherwise might have been entitled to invoke under Title 51 RCW.

- 9.11 Insurance. During the term of this Agreement, each party shall maintain in force at its own expense, the following insurance:
- 9.11.1 Worker's Compensation Insurance in compliance with Title 51 RCW;
- 9.11.2 General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence and \$2,000,000 aggregate for bodily injury and property damage. It shall include premises and operations, independent contractors, products and completed operations, personal injury liability, and contractual liability coverage for the indemnity provided under this Agreement;
- 9.11.3 There shall be no cancellation, material change, or reduction of limits or intent not to renew insurance coverage(s) without thirty (30) days written notice from one party or its insurer(s) to the other party. Each party shall furnish acceptable insurance certificates to the other. The certificates shall include applicable policy endorsements and the deduction or retention level.

9.11.4 Each party's required insurance shall be primary and noncontributing to any insurance possessed or procured by the other

9.12 ADA Requirements. Each party is responsible for its own facilities' compliance with ADA requirements. If the District receives an accommodation request relating to use of a City facility, it will notify the City of the request, and vice versa. The parties will cooperate to respond to and resolve any accessibility complaints.

9.13 Damage to Property. When either party to this Agreement shall use, operate, occupy, or have the care, custody, or control of any facility owned by the other party, the party using the facility or grounds shall bear any risk, loss, or damage to the facility or grounds being used up to the amount of damage.

10 Assignment/Binding Effect.

Performance of any or all aspects of this Agreement may not be assigned without written authorization by all the parties. Likewise, neither party may assign its respective rights to any claims or actions arising out of or relating to this Agreement without written authorization.

11 Integration/Modification/Supersession.

This Agreement constitutes the entire and exclusive agreement between the parties regarding this matter and no deviations from its terms shall be allowed unless a formal, written, mutual amendment occurs between the parties. No modification of this Agreement shall be valid unless the written modification is first provided via certified mail or personal delivery to each of the parties listed in Section 12.3 of this Agreement. Actual receipt by either party constitutes compliance with the requirement to send by certified mail or personal delivery. This Agreement voids all prior interlocal cooperative purchase agreements related to the subject matter of this Agreement. This Agreement shall specifically supersede the Joint Use Agreement entered into between Spokane School District No. 81 and the City of Spokane on August 27, 1997. Albi Stadium shall not be considered property subject to this Agreement under the August 27, 1997 Joint Use Agreement, or any other prior joint use agreements previously entered into between the District and the City.

12 Termination/Written Notice.

12.1 Amendment and Termination. This Agreement may be amended only by mutual written agreement signed by authorized officials and not by course of performance.

12.2 Termination Notice. This agreement may be cancelled with three hundred sixty five (365) days written notice by either party.

12.3 Recipients of Termination Notices. Notice shall be sent to the parties as follows:

DISTRICT: Office of School Support Services
Associate Superintendent, School Support Services
Spokane Public Schools
200 North Bernard Street

Spokane, WA 99201-0282

CITY: Spokane Parks and Recreation Department
Director
City Hall
808 West Spokane Falls Boulevard
Spokane, WA 99201-3317

12.4 Shared Facilities Disposition. In the event of cancellation of this Agreement, the parties shall agree to negotiate in good faith for the use of shared facilities or facilities in which the party has invested.

12.5 Financial Crisis. In the event of a financial crisis, declared by resolution of the governing body of either party, that party reserves the right to terminate this Agreement immediately upon notice to the other party and reserves the right to request renegotiation of this Agreement or any particular provision thereof.

13 Waiver of Breach/Default.

No waiver of any breach of any term of this Agreement shall be construed, nor shall be, a waiver of any other breach of this Agreement. No waiver shall be binding unless it is in writing and signed by the party waiving the breach.

14 Severability.

If any provision of this Agreement is determined to be invalid or ultra vires under any applicable statute or rule of law, it is to that extent to be deemed omitted and the balance of the Agreement shall remain enforceable.

15 Mandatory Dispute Resolution.

In the event that a dispute shall arise regarding the terms, conditions, or breach of this Agreement, the parties shall, as a condition precedent to taking any action and as a condition precedent to seeking arbitration, mediate the dispute using the services of a mutually agreed upon independent mediator. The parties shall equally split the expenses of the mediator and the facility for the mediation. Each party shall otherwise pay its own expenses. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by final and binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules or other similar procedures agreed to by the parties, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The costs of the arbitration fees, the arbitrator and the facility for the arbitration shall be borne equally by each party. Each party shall otherwise pay its own expenses. Notwithstanding the above, if either party precludes the other from performing under this Agreement, the party that precludes the other from performance shall be prohibited from seeking or maintaining any action, claim or demand under or pertaining to this Agreement, including a demand for arbitration, and the other party shall be discharged from any further contractual duty under the Agreement.

16 Governing Law/Venue.

The terms of this Agreement shall be governed by the laws of the State of Washington. In the event that legal action is commenced to resolve a dispute arising out of this Agreement, the venue of such action shall be in Spokane County, Washington.

17 Related Agreements.

This Interlocal Agreement does not supersede any of the Exhibits A – D attached to this Agreement and to the extent this agreement conflicts with an attached Exhibit, the attached Exhibit shall prevail. The following agreements remain in effect:

- 17.1 May 18, 1979 Agreement between Spokane School District No. 81 and the City of Spokane regarding Grant Elementary School and Grant Park property exchange.
- 17.2 July 25, 1979 Agreement between Spokane School District No. 81 and the City of Spokane regarding District prototype school gymnasium construction
- 17.3 August 1, 1979 School Use Agreement between Spokane School District No. 81 and Washington Community College District 17
- 17.4 August 4, 1981 Agreement between Spokane School District No. 81 and the City of Spokane for Woodridge and Regal gymnasium construction
- 17.5 February 2, 1993 Lease Agreement between Spokane School District No. 81 and the City of Spokane for Loma Vista and Shadle Park property
- 17.6 July 27, 2000 Joint Use Agreement between the Young Men's Christian Association of Spokane and Spokane Public School
- 17.7 December 16, 2004 Facility Use Agreement between Spokane Public Schools and Community Colleges of Spokane
- 17.8 April 27, 2006 Interlocal Governmental Cooperative Agreement Between Spokane Public Schools, Mead School District and the City of Spokane Regarding Albi Stadium

18 Authority to Sign and Obligate.

The undersigned represent and warrant that they are authorized to enter into this Agreement on behalf of the parties.

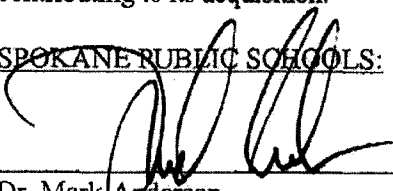
19 Effective Date of Agreement.

This Agreement shall not become effective unless and until it is properly executed by the parties and all filing requirements are met.

20. RCW 39.34 Required Clauses.

- A. Purpose. See Section 2 above.
- B. Duration. See Section 4 above.
- C. Organization of Separate Entity and Its Powers. No new or separate legal or administrative entity is created to administer the provisions of this Agreement.
- D. Administration. See Section 3 above.
- D. Responsibilities. See provisions above.
- E. Agreement to be Filed. The City shall file this Agreement with its City Clerk and file it with the Spokane County Auditor or place it on its web site or other electronically retrievable public source in accordance with state law. The District shall file this Agreement with its Secretary and file it with the Spokane County Auditor or place it on its web site or other electronically retrievable public source.
- F. Financing. Each party shall be responsible for the financing of its contractual obligations under its normal budgetary process.
- G. Termination. See Section 12 above.
- H. Property Upon Termination. Title to all property acquired by any party in the performance of this Agreement shall remain with the acquiring party upon termination of the Agreement. Jointly acquired property shall be divided in proportion to the percentage share of each party contributing to its acquisition.

SPokane Public Schools:

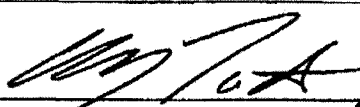


 Dr. Mark Anderson
 Associate Superintendent, School Support Services

3-15-12

 Date

CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT

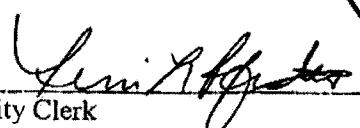


 Leroy Eadie
 Director

2/21/12

 Date

Attest:



 City Clerk

Approved as to form:



 Assistant City Attorney



EXHIBIT A



Number: 9115
 Date Issued: 09/12/2002
 Date Effective: 09/12/2002
 Superintendent: Brian L. Benzel
SUPERCEDES
 Number: 9115
 Issued: 10/19/1988

Subject: Use of School Facilities

This policy defines the general guidelines under which district facilities may be used for other than district activities. Specific conditions and requirements for requesting and scheduling the use of school facilities are contained in Procedure 9115.

I. GENERAL GUIDELINES

- A. The buildings and grounds of the Spokane Public Schools are primarily for public school purposes. No other use shall be permitted to interfere with the educational purposes for which these buildings and grounds are primarily intended.
- B. The school district desires to make school facilities equitably available for after school, evening, and weekend use by citizens in the school district. Such use is an efficient and effective use of school facilities and, when engaged in by neighborhood and community groups, will promote the expression of community concerns and the development of a sense of community.
- C. The school district wishes to prevent a substantial increase in maintenance and operation costs or undue damage or wear to school facilities. It has therefore adopted this policy and related procedures to expand the use of school facilities but also to protect its interest and property. Costs associated with after school, evening, and weekend use of school facilities shall be recovered through rental payments. Rent shall be charged in accordance with a fee schedule approved by the school district's board of directors. Such schedule shall provide for uniform levying of rental fees for the recovery of maintenance and operational costs to the district based upon the particular use of the school facility.
- D. Alcoholic beverages, illegal drugs, the use of tobacco, and the possession of firearms or knives are strictly not permitted on school property.
- E. The board of directors reserves the right to deny the use of school buildings or facilities for any use which, in the judgment of the board of directors, may be in any way prejudicial to the best interests of the school or the educational program, or for which satisfactory sponsorship or adequate adult supervision is not provided.
- F. The school district does not wish to compete with private enterprise or to encourage the use of school facilities for commercial or private purposes. It therefore reserves the right to reject any application for use of the school facility when it believes a commercial facility should be utilized. This applies not only to the use of school buildings and facilities, but also to food services which can be provided by privately owned catering establishments.
- G. Authorization for the use of school facilities by a nondistrict organization does not constitute an endorsement of the organization, its philosophies, or its policies; and a denial of use does not

constitute a rejection of an organization's purposes by the district.

II. JOINT USAGE AGREEMENTS

- A. The school district has joint use agreements with various City and County agencies, as well as various educational and civic organizations whereby the agency or entity permits the school district to use its facilities where needed and, in turn, the school district permits use of its buildings and grounds by the agency or entity for its recreational or educational programs.
- B. Fees for the use of District facilities under a Joint Use Agreement shall be defined within the Joint Use Agreement, and not be governed by the District's standard Facility Rental Fee Schedule.

III. EDUCATIONAL INSTITUTIONS

- A. Spokane Public School facilities may be used, on a rental basis, by other public or private educational institutions insofar as they meet a community educational need not being fulfilled by the Spokane School District and where they do not interfere with the educational programs being offered by the Spokane School District or with other activities of the district.

IV. STUDENTS AND EMPLOYEES

- A. Students and employees have the same rights and must comply with the same procedures for the use of district facilities as any citizen. Students must have teacher or parent/guardian supervision when using district facilities.

V. SCHOOL PLAYGROUNDS

- A. School playgrounds are intended for school activities during and after school and under the supervision of the principal. The use of playgrounds at times when school is not in session by responsible organized groups for wholesome recreational purposes is encouraged provided the activity is appropriate under the circumstances for the playground and does not unduly damage the school facility or school area nor interfere with the educational program.

VI. USER'S LIABILITY

- A. Any user of school district property shall sign a statement on a standard form provided by the principal of each school that indemnifies and saves harmless the district from and against all insurable losses, including claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description brought and recovered against the district by reason of any act or omission of the user.

Hourly Facility Rental Rates



Number: 9115
 Date Issued: 05/25/2011
 Date Effective: 05/25/2011
 Superintendent: Nancy J. Stowell
SUPERCEDES
 Number: 9115
 Issued: 9/12/2002

Subject: Use of School Facilities

Other than for school functions and school-related events (e.g., open house, back to school night, parent conferencing, class plays and musicals, etc.), persons (including District employees) or organizations who desire to use facilities will apply for permission, and their request will be processed according to this procedure and in accordance with District Policy 9115.

I. GENERAL GUIDELINES

- A. Application for use of school facilities shall be made using the process outlined in these procedures. See Section III - CLASSIFICATION AND SCHEDULING for specific information.
- B. An authorized district employee must be present at all times that a school facility is in use. This individual shall be available to unlock and lock doors, know whom to contact should there be any issues with the energy management system, provide for building security, make certain that unauthorized sections of the buildings are not accessed, ensure the safe, proper, and authorized use of District furniture and equipment, and represent the district in case of an emergency.
- C. Insofar as is practical, all meetings shall close in sufficient time to clear the building by the time established by the district. If the event goes beyond the time designated in the contract, additional charges shall apply. If time allows and an event extends more than one (1) hour past its scheduled use, or cleanup takes more than one hour, or a group presents itself for use that is not listed, the custodian on duty shall contact the supervisor on duty for approval of continued coverage or use. All additional use is to be reported by the custodian who worked the event to Event Services as soon as time permits but no later than the following business day.
- D. A minimum of two (2) hours shall be charged for the rental of any facility or space. In addition, any use of facilities necessitating cleanup shall be charged a minimum of forty-five (45) minutes of custodial time past the scheduled ending time of the event, and a minimum of thirty (30) minutes of custodial time prior to the scheduled starting time for the event. Additional time may be billed depending on the total number of spaces used and the cleanliness of the activities taking place therein. The custodian on duty will request approval from the supervisor on-call for coverage requiring more than one (1) hour longer than scheduled through the scheduling system.
- E. School-district-owned furniture and equipment shall not be removed from district facilities for loan to any individuals, groups, or organizations other than inter-district organizations approved by the Associate Superintendent for School Support Services.
- F. Equipment and furniture including, but not limited to, pianos, tables, chairs, podiums, PA systems, and audio/video equipment shall not be used or moved without the approval of the building principal or his/her

designee, and without the knowledge of the District's Event Services Specialist. A reasonable fee shall be charged for the use of District furniture and equipment. A fee schedule has been developed which lists these charges according to the number and type of equipment or furniture used.

- G. District-owned office and school supplies shall not be used.
- H. The site shall report any damage incurred, missing equipment, additional cleanup required, or other related or similar costs to Event Services the following work day after the event. Event Services shall invoice the individual or group who used the facility.
- I. Keys and/or badges with codes to buildings shall not be issued or loaned on any occasion to any individual or group for any purpose. Doors will be unlocked and locked by authorized employees of the school district and the employee will remain on-site at all times during the event.
- J. Authorized district employees have authority to order any person, persons, or groups to leave or vacate all or any portion of the school facility or grounds or may contact Security to report a concern.
- K. The use of school facilities may be granted to religious organizations for religious services. Facility usage for religious organizations is intended for groups that are seeking their own permanent quarters, or groups that temporarily have no quarters. Rental charges will be based on the Class V Hourly Facility Fee Schedule. High schools will not be utilized on an ongoing basis due to high numbers of activities requiring use that would interrupt this type of ongoing use.
- L. If a permit has been issued to a group for use of District facilities and it is determined that for some reason the facilities will not be available, a timely notice shall be given the applicant, including the reason for the cancellation.
- M. The maximum number of people permitted in any school facility shall be restricted as indicated by the appropriate fire marshal.
- N. The district reserves the right to require police supervision, security, or fire protection at any event whenever the building principal, the Director of Safety, Security and Risk Management, the Director of Purchasing, the Director of Maintenance and Custodial Operations, or the Superintendent's office deems such protection necessary. The cost for this additional supervision shall be borne by the user.
- O. Organizations renting school district facilities other than those covered by a Joint Use Agreement with the District, are required (at their expense) to include the following statement in any and all advertising associated with the event: "This is not a Spokane Public School District sanctioned or sponsored event."
- P. Students, and employees, have the same rights - and must comply with the same procedures - for the use of district facilities as any citizen. Students must have teacher or parent/guardian supervision when using district facilities.

- Q. It is the sole responsibility of the users of district property to comply with federal, state, and municipal laws and to obtain any permits necessary to conduct a particular activity including, but not limited to, zoning permits and approvals.

II. FEES AND PAYMENT

- A. The District's Accounting Department will receive and receipt payment for facility rental fees. Payment of all fees, whether in person, online, or made by mail, shall be made payable to the Spokane Public Schools, and delivered/mailed to the Accounting Department Cashier, on the second floor of the Administrative Building, 200 N. Bernard Street, Spokane, WA 99201. Payments may also be received by the Event Services Department and forwarded to the Accounting Department for processing or may be processed online using a debit or credit card. If a credit card is used, a convenience fee of \$1.95 shall be incurred by the using party.
- B. At the time of submitting a request/application for use of a facility, the requesting group, individual or organization will be responsible for a \$5 per location application fee. No request will be entered/processed until the fee is received.
- C. A thirty percent (30%) deposit - or \$25.00 (whichever is greater) - is required in order to hold a space or room once it has been approved for use. The District will hold facility requests for ten (10) days pending receipt of deposit and a signed copy of the Facility Usage Agreement. If the deposit is not received within this period the District will contact the next person or organization in line and offer the space to them.

For those groups renting on an ongoing basis, payment for the first month is due within ten (10) days for the first month of use and monthly in advance of the use thereafter.

- D. Full payment is due ten (10) working days in advance of the event. If the full payment is not received ten (10) days prior to the scheduled event, the District reserves the option of contacting the next group or organization on the waiting list and selling the space to them. The original group will be canceled and the deposit forfeited.
- E. Individual date cancellations shall result in a \$5.00 cancellation fee that must be paid immediately and prior to any future usage.
- Cancellations thirty (30) calendar days or more prior to first usage shall result in a refund of the deposit and any balance paid, less the \$5.00 cancellation fee.
- Cancellations ten (10) to twenty-nine (29) calendar days prior to first usage shall result in forfeiture of any deposit. Should the 29th calendar day fall on a Saturday, Sunday or legal holiday, notification of cancellation must be received in writing the prior school business day.
- Cancellations nine (9) calendar days prior to first usage shall result in forfeiture of the deposit and balance paid. Should the 9th calendar day fall on a Saturday, Sunday or legal holiday, notification of cancellation must be received in writing the prior school business day.
- F. A \$5.00 Change Fee will be assessed for each change of either the date or time, or reduction in the number of spaces or quantities and types

of equipment reserved, for any event for which a deposit has been received.

- G. For "Ongoing Use", USING PARTY shall notify Event Services a minimum of two (2) school business days prior to USING PARTY'S scheduled use any time the USING PARTY will not be using the facility/room(s). If timely notice is given, USING PARTY shall be entitled to a credit, or refund, less the \$5.00 cancellation fee, for up to four (4) individual scheduled use cancellations. After cancellation of four (4) individual scheduled uses, regardless of notification, USING PARTY shall not be entitled to any credit or refund for scheduled use cancellations.

For "Ongoing Use", USING PARTY shall immediately notify Event Services any time USING PARTY will no longer be using the facility/room(s) for all remaining future scheduled ongoing use. Such cancellations shall result in 30% of the outstanding usage amount being due and payable immediately regardless of the number of uses remaining. If the space can be re-rented at the same usage charge to another user, such cancellation fees will be refunded to USING PARTY less the \$5.00 cancellation fee.

For "Ongoing Use", three (3) consecutive missed uses, without notification to Event Services as required by paragraphs above shall permit the District to terminate this Agreement and USING PARTY shall be subject to all applicable cancellation fees described in this Agreement.

III. CLASSIFICATION AND SCHEDULING

School facilities exist for the benefit of the student and to support and enhance the educational program. The following classifications of use have been developed by the District to designate those uses most closely related to the educational process or those most likely to provide direct benefit to the students of Spokane Public Schools. Any requested use of the school facility will be classified in accordance with the following guidelines, and rental fees will be charged accordingly (unless waived by the superintendent). The superintendent or his/her designee shall make the final decision regarding classification of proposed uses.

A. Class I - School or District Sanctioned Activities

- Regular classroom activities (sanctioned)
 - School-sponsored activities for students (e.g., school clubs and dances, intramural sports, other after school programs, etc. - sanctioned)
 - School-sponsored activities for parents (e.g., plays, musicals, meetings, etc. - sanctioned)
 - School-related groups and organizations (e.g., PTA, PTO, PTG, Booster Clubs, alumni group meetings and reunion tours, etc. - sanctioned)
 - Chartered youth groups (e.g., regularly scheduled meetings of the Boy Scouts, Girl Scouts, Camp Fire Girls, 4H, youth commissions, teen support groups, etc. - supported)
 - Education related state agencies (e.g., Office of the Superintendent of Public Instruction, State Board of Education, WEA, Spokane Principals Association, WIAA, IEBOA, SEA, WASA, WASBO, WAMOA, WSPA, educational service districts, etc.) if primarily serving the District's interests
- 1) School Sanctioned Class I activities taking place during regular custodial coverage hours shall be scheduled through the principal or building administrator, or may schedule

through Event Services. Principal, or their designee, will have the Facility Usage Agreement completed, signed, and a copy delivered to the Event Services Department. The principal or building administrator or their designee shall be responsible for ensuring that the events are entered in to the scheduling system by the second week after the first day of school or, for unforeseen events, a minimum of two (2) weeks prior to the event.

- 2) District supported Class I activities (such as meetings or training sponsored by OSPI or the State Board of Education), or District sanctioned events taking place outside, or extending past, the regular hours of custodial coverage; or school events taking place in a facility other than their own, shall be scheduled through the Event Services Department (applicable overtime/extra-time fees will apply). The District's Event Services Specialist will coordinate with the Custodial Services department, Maintenance Department, Nutrition Services, Safety, Security, and the Stage Crews when applicable through the scheduling system.
- 3) Class I activities will not be charged for use of district facilities during normal custodial hours of operation; provided that sufficient time is available for cleanup and security tasks after the group has vacated the premises. However, should the use require overtime or otherwise increase personnel costs the school or department using the facility shall be charged for the actual overtime or personnel costs.

B. Class II - Joint Use Partners and Educational Organizations

- Entities with which the District has entered into a Joint Use Agreement (e.g., City of Spokane Parks and Recreation Department, Spokane County, Community Colleges of Spokane, YMCA, etc.).
 - Educational service districts (e.g., meetings and special events) serving SPS staff.
 - Overnight out-of-district school groups (only).
- 1) Class II events shall be scheduled through the Event Services Department. The District's Event Services Specialist will complete and distribute Facility Usage Agreement and Rules for Facility Usage as required, and shall communicate and coordinate with the Custodial Services Department, Maintenance Department, Nutrition Services, Safety, Security, and the Stage Crews when applicable through the Scheduling System.
 - 2) Joint Use activities will be charged to the extent defined in the Joint Use Agreements.
 - 3) Educational organization activities will be charged custodial overtime costs only during hours which custodians are not on duty to include access or times to clean and secure the building. A fee schedule has been developed which lists these charges.

C. Class III - Civic, Service, and Educational Organizations

- Educational service districts (e.g., meetings and special events) not exclusively serving SPS staff
- Out-of-district school groups (all groups other than overnight)

- visitors)
- State educational association meetings (e.g., music educators, reading teachers, teachers of English, WASA, WASBO, WAMOA, WSPA, etc.) not primarily serving the District's interests
 - Community education activities (e.g., government sponsored and other free educational events)
 - Civic and service organizations providing direct support or service to children (e.g., Neighborhood Block Watch, McGruff, etc.)
 - Community groups sponsoring moneymaking activities that directly benefit the schools or district students (e.g., community development groups, etc.)
 - Non-profit organizations conducting fund raising activities for charitable purposes (e.g., Ronald McDonald House, United Way Agencies, etc.)
 - Chartered youth groups (e.g., non-regularly scheduled meetings of the Boy Scouts, Girl Scouts, Camp Fire Girls, 4H, youth commissions, teen support groups, etc.)
 - College classes and activities (e.g., evening degree programs from area colleges and universities, etc.)
 - Staff members (full time for their District position as confirmed by Human Resources)

- 1) As a commitment to staff wellness, full time staff members may apply for the use of facilities at a reduced rate for themselves, a team that their immediate family member(s) participate on, or a team that they coach by submitting an application or request to the Event Services Department together with any applicable fees and their employee ID number. Event Services will confirm that the staff member is actively employed full time for their District position. The staff member must be in attendance for the duration of each event in order to qualify for this reduced rate.

It is the intent that the use for staff members be for small groups and not for large organizational events.

- 2) Class III events shall be scheduled through the Event Services Department. The District's Event Services Specialist will complete and distribute Facility Usage Agreements and Rules for Facility Usage and shall communicate and coordinate with the Custodial Services Department, Maintenance Department, Nutrition Services, Safety, Security, and the Stage Crews when applicable through the scheduling system.
- 3) Class III activities will be charged a minimal fee to cover the direct costs incurred by the district. For this purpose direct costs are defined as the applicable salaries and benefits of staff, plus the cost of additional utilities and consumable products. A fee schedule has been developed which lists these charges according to the portion or type of facility used.

D. Class IV - Recreational and Community Use

- Community organization meetings (e.g., neighborhood or citizen concern groups, political rallies and caucuses, etc.)
- City, county, and state agencies (other than educational)
- Non-profit organizations conducting non-charitable fund raising activities
- Authorized youth sports leagues (NOTE: discounts will be offered to youth sports groups whose members include students of Spokane Public Schools per chart below)

- Authorized adult recreational clubs and teams (e.g., city recreational leagues, etc.)
 - Non-profit organizations, civic and service groups who do not provide direct support or service to children
- 1) Class IV events shall be scheduled through the Event Services Department. The District's Event Services Specialist will complete and distribute the Facility Usage Agreements and Rules for Facility Usage as required, and shall communicate and coordinate with the Custodial Services Department, Maintenance Department, Nutrition Services, Safety, Security, and the Stage Crews when applicable through the scheduling system.
 - 2) Class IV activities will be charged a fee to cover the direct and indirect costs incurred by the district. For this purpose direct costs are defined as the applicable salaries and benefits of staff, plus the cost of additional utilities and consumable products; and indirect costs are defined as maintenance and upkeep of the space, insurance, debt retirement, depreciation, and administrative charges. A fee schedule has been developed which lists these charges according to the portion or type of facility used.
 - 3) Class IV youth sports and athletic groups will receive discounts , as follows:

| | |
|-------------------------|-------------------------|
| 0% to 25% SPS Students | 15% per hour discount |
| 26% to 50% SPS Students | 30% per hour discount |
| 51% to 75% SPS Students | 45% per hour discount |
| 76% to 99% SPS Students | 60% per hour discount |
| 100% SPS Students | Class III per hour rate |

E. Class V - Private Interest Groups

- Private interest groups (e.g., Historical Preservation Society, Sierra Club, Ducks Unlimited, non-District labor unions, etc.)
 - Fee based events (e.g., recitals, lectures, sports and musical entertainment, etc.)
 - Profit-making activities (e.g., financial seminars, sales organization meetings, etc.)
 - Religious organizations (for religious Sabbath services or other church-related activities)
- 1) Class V events shall be scheduled through the Event Services Department. The District's Event Services Specialist will complete and distribute the Facility Usage Agreements and Rules for Facility Usage as required, and shall communicate and coordinate with the Custodial Services Department, Maintenance Department, Nutrition Services, Safety, Security, and the Stage Crews when applicable through the scheduling system.
 - 2) Class V activities will be charged the market rate. For this

purpose market rate is defined as comparable to the rental fees of local commercial facilities for a similar portion or type of facility. A fee schedule has been developed which lists these charges according to the portion or type of facility used.

IV. SPECIAL CONSIDERATIONS

A. Ticket or Seat Sales

If fees are charged for events taking place in or on District owned facilities, and if said fees are intended to make a profit and not just cover the expenses of the event, the District may, at its discretion, assess an additional percentage-based fee on ticket or seat sales.

B. Games of Amusement

- 1) Games of amusement as approved by Washington State and the District are allowed only at charitable and money-raising events of non-profit educational, civic, and service organizations. Such organizations shall be permitted to conduct games of amusement for charitable money-raising purposes only.
- 2) Individuals or groups will submit an Activity Plan to Event Services which may also need review and approval by the District Safety office.
- 3) It shall be the sole responsibility of the organization(s) operating such games of amusement to conduct such games in accordance with the provisions of all existing state and local laws and ordinances, and such organizations shall accept full responsibility for any violations, intentional or unintentional, of such statutes and ordinances.

C. Sanitation and Food Permits

Because district cafeterias and kitchens are considered public eating-places it is necessary that rigid rules and regulations be followed when they are used. Organizations shall, therefore, observe the following rules in the use of these facilities:

- 1) Use of Kitchen Facilities
 - i. To prevent food borne illnesses and ensure the safety of staff, students, parents and community members, access to District kitchens, and/or the use of food service equipment, dishes, or utensils is not allowed without prior approval from the Nutrition Services Department Director or Supervisor.
 - ii. Access to District kitchens, and use of food service equipment, dishes, or utensils will require the presence of a qualified Nutrition Services staff member to supervise the use, and cleaning, of the kitchen and associated equipment. Therefore, access to District kitchens is subject to the availability of a qualified Nutrition Service worker.
 - iii. Any group or organization using a District kitchen shall be charged a reasonable fee to cover direct and/or indirect

costs of operation, and shall also be responsible for the additional cost of the supervision required. A fee schedule has been developed which lists these charges.

2) Serving of Food Products

- i. Food sold, served, and/or consumed by groups or organizations using Spokane Public School District facilities must comply with the Spokane Regional Health District (SRHD) rules, regulations, and permitting process.
- ii. PERMIT REQUIRED: If the general public is invited to an event where food is served, a food permit from the SRHD is required, and food handler cards are required for all persons preparing and serving the food. Groups and organizations selling food, or serving food when the general public is allowed to attend, shall be responsible for contacting the Spokane Regional Health District (509-324-1560) and arranging for the appropriate permit. If a Spokane Public Schools Nutrition Services staff member is paid to supervise the foods served at the event, a permit may not be required. Contact the Nutrition Service department at 509-354-7270, or visit the Nutrition Services web pages (www.spokaneschools.org/Nutrition_Services) for further details.
- iii. PERMIT NOT REQUIRED: If the event is a non-public event there are no required permits for food handling. A non-public event involves only a specific or limited group of people, and does not allow the general public access to the event. An example would be a soccer team or Boy Scout potluck. However, the group should still comply with basic food sanitation procedures to ensure the safety of participants. Procedure 8130 describes some of the basic sanitation procedures.
- iv. Low-risk foods are items that do not pose a significant health risk, and therefore, do not require a health department permit or food handler's card. The Spokane Regional Health District provides a list of approved low-risk foods. For convenience, a copy of the most recent SRHD low-risk foods list that we are aware of can be provided by the Facilities Department, or the Nutrition Services department, of the Spokane Public School District. The Spokane Public School District does not, however, warrant that the list is up to date and complete, and it is the responsibility of the group or organization serving food products to make sure they have the most current SRHD low-risk food list.

D. Stage Supervision and Crew

At each secondary school, a supervisor and/or one or more stage crew students will be required for the operation of auditorium stage lighting or built-in audio/video equipment or systems in any venue. Non-district lighting operators or audio/video persons will not be allowed to operate this equipment without district personnel supervising. This section does not typically apply to portable or "hand held" audio/video equipment. A fee schedule has been developed which lists these charges according to the job classification of the

person required.

E. School Playgrounds and Playfields

School playgrounds and playfields are intended for the use of students during and after school and under the supervision of the principal. The use of playgrounds and playfields by responsible organized groups for wholesome recreational purposes is encouraged at times when school is not in session, provided it does not unduly damage the playground or interfere with the school program or Joint-Use Partner activities. Organizations holding Joint Use Agreements with the district, such as the City Department of Parks and Recreation, have priority usage for these facilities.

- 1) Playgrounds and playfields are available for use when school is not in session, on an as-available basis. Parties interested in using outdoor District facilities should contact the City of Spokane Department of Parks and Recreation to schedule their use of elementary spaces and the District Event Services for middle and high school spaces.
- 2) Golf practice, flying motorized model airplanes, operating vehicles, or exercising animals are prohibited on school grounds. Activities must be limited so as to conform to the available space and the basic intent of the use of that area.
- 3) For reasons of security, use of school playgrounds or playfields by individuals or groups is not authorized during the hours of darkness.
- 4) Private vehicles are not permitted on any school grounds except in designated driveways and parking lots. Such vehicles as may legally be permitted must be operated with extreme caution and their speed shall not exceed five (5) miles per hour on any school property.

LIABILITY

- F. Any user of school district property shall sign a statement that indemnifies and holds harmless the district from and against all insurable losses, including claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description brought and recovered against the district by reason of any act or omission of the user. Such statement shall be made on a standard form provided by the school principal or the Event Services Department.

EXHIBIT B

**Spokane Public Schools (SPS)
Spokane Parks & Recreation Department (SPRD)
Joint Use of Facilities
Scheduling Procedures**

**Exhibit "B"
To SPS/SPRD Joint Use Agreement**

I. SPS/SPRD Joint Use Agreement

The SPS/SPRD Joint Use agreement is the basis for these procedures and all terms and conditions apply to these procedures. The priorities for scheduling SPS/SPRD facilities shall align with this document in all respects.

II. Authorization Protocol

- a. SPRD staff authorized to make requests on behalf of SPRD or approve requests from SPS are:
 - i. Carl Strong, Recreation Supervisor II (Aquatics/Sports/Facilities), 363-5415 / 509-552-6664
 - ii. Adriano Eva, Recreation Specialist (Sport/Facilities), 625- 6625 /850-5656
 - iii. Pamela McKinzie, Golf/Administration Manager, 625-4653
- b. SPS staff authorized to make requests on behalf of SPS or approve requests from SPRD are:
 - i. Event Services Team 354-7167 / Emergencies 354-7199
 - ii. High School Athletic/Activities Coordinators for City field usage request only (excluding Albi)

Spokane Public Schools Facility and Field Procedures:

III. SPS Facilities & Availability

- a. SPS facilities available for use are primarily elementary and middle schools, however high school gyms may be requested but availability is extremely limited.
- b. *During the academic school year*, sites having Express After-School Child Care programs are available at 6:15 pm in the multipurpose rooms and 6:00 pm in the gyms (if the gym and mp room are separate from each other.) All other sites are available at 5:15 pm. Express site information is available online at: <http://spokaneschools.org/StudentSupport/Express/Locations.stm>

Elementary Schools with separate gym facilities are:

| | | | |
|-----------|--------|----------|---------|
| Arlington | Bemiss | Cooper | Grant |
| Audubon | Browne | Garfield | Hamblen |

| | | | |
|----------------|---------------|-----------|-----------|
| Holmes | Moran Prairie | Roosevelt | Willard |
| Lidgerwood | Mullan Road | Sheridan | Woodridge |
| Lincoln Height | Regal | Stevens | |
| Longfellow | Ridgeview | Whitman | |

- c. The latest that an activity can be scheduled to end is **9:30 pm at elementary and middle schools and 10 pm at high schools** unless otherwise approved by SPS Event Services.
- d. Park and Recreation may by **Special Request** ask for use of facilities on i) Teacher Option Days, Curriculum Days, Semester Break Days, and Early Release Days as noted on the current District calendar as posted on the website. ii) There will be a charge for direct custodial costs for opening / closing / usage time minimum of 2 hours on Holidays, Spring Break, and Winter Break. Special Requests will need to include the Schedule Number, Location, and Name of Activity.
- e. **For summer quarter**, SPS facilities are available during regular custodial hours; however, Additional charges may apply to cover OT for custodians for cleaning purposes at \$30 per hour weekdays. The additional fees will be quoted at the time of scheduling the event. Times may vary but in general 3 pm is the last time a facility may be utilized without fees during summer hours.

IV. SPS Required Time Line

The time-line chart below has important communication and submittal deadlines for both organizations. Any application that is received after the deadline will not be considered on a "priority-basis" but will be considered on a first-come first served basis. For every year, the calendar dates will change but the time frames will be equivalent. The hosting organization shall provide a document outlining the dates for the year well in advance of the first deadline with the expectation that this will be shared with all relevant parties and followed for purposes of request/approval timeliness. *Both organizations are encouraged to submit requested information earlier than these deadlines. Hosting organizations are not required to send out deadline reminders. Any change of dates will be sent well in advance of the next scheduling year.*

| | Fall | Winter | Spring | Summer |
|---|---|---|---|--------------------------------|
| SPRD Submit Facility Use Requests *(excel document) | *3 weeks before start of school <u>for entire school year</u> | <u>By Monday</u> - 3 weeks before winter Break | <u>By Monday</u> - 3 weeks before Spring Break | *1 st Monday in May |
| SPS Confirms Requests | End of 3 rd week after the first day of school | <u>By Wednesday</u> - 3 weeks before Winter Break | <u>By Wednesday</u> - 3 weeks before Spring Break | 2 nd Monday in May |
| SPRD Submit Instructor Names | 3 rd week after start of school | <u>By Monday</u> - 3 weeks before Winter Break | <u>By Monday</u> - 3 weeks before Spring Break | 3 rd Monday in May |
| SPRD Instructors Schedule Appointments | 3 rd week after start of school | 2 weeks before Winter Break | 2 weeks before Spring Break | Last week of May |
| Moratorium Period | Last week of | NA | NA | NA |

| | | | | |
|-----------------------------------|---------------------------------|---------------------------------|-------------------------------|---|
| | September | | | |
| SPRD Instructors Sign Documents | 1 st Week of October | 1 week before Winter Break | 1 week before Spring Break | 1 st week of June |
| SPS submits Detail report to SPRD | 1 st Week of October | 1 week before Winter Break | 1 week before Spring Break | 1 st week of June |
| Program Starts | 2 nd week of October | 1 st week of January | 2 nd week of April | 2 nd week after last day of School |
| Cancellations or Changes | 5 working days notification | 3 working days notification | 3 working days notification | 3 working days notification |

V. **Submitting SPS Facility Use Requests**

- a. SPRD will submit an *Excel* document (***Request for Facility Use***) to SPS requesting use of school facilities each fall and summer. The document will contain the following information:
 - i. Location
 - ii. Room
 - iii. Program Name
 - iv. Days of Use
 - v. Time (access to exit)
 - vi. Quarter Dates (for each quarter)
 - vii. Name of Instructor (for each quarter)
 - viii. Name of Back-up Instructor(s) (for each quarter)
- b. Document may also include *Schedule Number, Notes, prior year usage and other information*
- c. SPS will create a *master scheduling document* called the ***Matrix***.
- d. The scheduling Matrix will include all SPRD requests and pertinent information.
- e. SPS is responsible for maintaining and sending out **Matrix updates** if changes are made to the master scheduling document.

VI. **SPS Facility Use Cancellations or Changes**

All changes to the original Matrix shall be submitted through e-mail to the Event Services Team through the general Event Services email eventservices@spokaneschools.org and not to one person directly and are to include specific schedule number and revision information.

- a. Changes requested by Parks & Recreation
 - i. There will be a moratorium on all changes (excluding cancellations of classes) affecting contract information (instructor names included) between the SPRD fall instructor submission deadline (3rd week after the start of school) through the end of September.
 - ii. SPS shall be allowed up to 5 working days to make any changes whatsoever submitted by SPRD for fall scheduling. The rest of the quarters up to 3 working days will be allowed.
 - iii. If changes are required to be made by SPS in less than 5 working days, SPRD shall be charged a \$5 fee per change (e.g., 5 new instructor names would cost \$25 if not allowing SPS the full 5/3 working days)
- b. Changes by Spokane Public Schools

- i. SPS may cancel or adjust SPRD requested activities throughout the year and each action must be at least 8 calendar days in advance of a scheduled date.
 - ii. SPS will notify SPRD of all cancellations and adjustments via email.
 - iii. If dates become available after an SPS cancellation notification to SPRD, SPRD will be offered the date first. Reinstatement of canceled class dates will be confirmed by email.
 - iv. Snow day rescheduling of school events may affect the 8 calendar day notification.
- c. All requests are to be submitted by email to the Event Services Team through the general Event Services email eventservices@spokaneschools.org and not to one person directly. SPS will respond to all requests within **5 working days of the request in the fall; 3 working days for the remaining quarters**.

VII. SPS Detail Reports

- a. A *Schedule Detail Report* is a document provided by SPS confirming the details for each requested activity date including any facility cancellations and/or amendments to the actual times of use requested on the Matrix. This will be provided to SPRD at least one week prior to each quarter start date and after new requests have been approved for SPRD use.

VIII. Field Scheduling

- a. SPS shall be responsible for scheduling Ferris, Lewis & Clark, North Central, Rogers, and Shadle High Schools; Chase, Garry (Nevada Park), Glover, Sacajawea, Salk, and Shaw Middle Schools; Havermale Alternative Center and Libby Center Fields.
- b. SPRD shall schedule all remaining fields within the City including elementary fields after **6:00 pm** during the school year at Express sites and after **5:15 pm** at all sites that do not have after-school programs.
- c. SPS programs to take priority on SPS fields and SPRD programs to take priority on SPRD fields.

IX. Field Playability

- a. SPS will reserve the right to limit the amount of scheduled and non-scheduled play on athletic fields on an annual basis to prevent excessive damage to turf. Wear factors include:
 - i. Size and number of users from previous year
 - ii. Type of use
 - iii. Frequency of use
 - iv. Weather conditions
 - v. Type of sports equipment used
- b. Field Closure – During periods of inclement weather, field maintenance, or scheduled improvements, ball field closures may be required as determined by SPS personnel. Closures may also result from poor playing conditions or damage. Notice of field closure will be sent to SPRD by email..
- c. If a field is closed, no practice, games or other organized use will be allowed.

X. SPS Field Use General Rules and Regulations

The rules and regulations are in place to preserve the integrity of the fields for the best interests of all users. SPS reserves the right to immediately terminate the use of fields and SPRD agrees to immediately vacate the premises upon notification of termination for failure to adhere to the rules and regulations. Failure to comply with these rules and regulations may jeopardize a SPRD future use of SPS fields and facilities. (See **Exhibit 1** to this Procedure: Spokane Public Schools Rules for Facility Usage.)

XI. Fees.

- a. There will be a charge for direct custodial costs for opening / closing / usage time minimum of 2 hours on Holidays, Spring Break, and Winter Break.
- b. SPRD may be subject to additional fees for equipment replacement costs, extraordinary maintenance costs, custodial overtime, increase in utilities or other maintenance costs outside of those listed in the Joint Use agreement as mutually agreed upon.
- c. Payment of fees is due within 30 days of billing. A statement of charges will define when payment is due. Payment not received with a timely fashion will affect requests for the following year.
- d. Credits/Deposits on account will be applied at this time.

XII. SPRD Instructor Sign-up Process to be Eligible to Use SPS Facilities

SPS requires all instructors working on behalf of SPRD to sign Rules for Facility Usage to insure that each instructor receives and acknowledges rules and regulations for use of School facilities. SPS retains the prerogative to implement alternative procedures as deemed in the best interest of both parties (e.g., acceptance of e-mailed signed documents vs. original). In order to gain access into school facilities instructors are required to have a copy of their signed documents available while utilizing the school facilities. Without these documents instructors may not be allowed access into the school facility. Consider this their ticket in the door.

- a. **New Instructors** are required to sign Rules for Facility Usage.
- b. **Returning Instructors** with signatures on file will receive a new set of documents for each quarter provided by SPS and are good for the school calendar year.
- c. **Substitute/Backup instructors** with signatures on file and with 24 hour notice shall be given new documents for that schedule number.
- d. **Volleyball Activities** require all regular and backup instructors to schedule a time 5 work days or more prior to the first class to meet with the PE teacher at each school to review specific setup and storage requirements for that equipment. Final documents will not be signed by SPS until confirmation of a positive outcome from that meeting has been received from the school.
 - i. Scheduling of the equipment review may be handled through an email process whereby SPRD, SPS, the instructor(s), and the PE teacher are all included.
 - ii. PE teacher emails will be provided to SPRD at the time of approval of Volleyball activities.

SPRD Facility and Field Procedures:

XIII. SPRD Facilities & Availability (e.g., fields, aquatic centers, covered shelters)

- a. All SPRD recreational programs take precedence on all SPRD owned facilities (Albi excluded).
- b. SPS school programs shall supersede other organizations' facility requests for P & R owned facilities.
- c. SPRD facilities available for use are referenced in the Joint Use Agreement and will include specifically but not limited to: Manito Park, Aquatic Centers, Merkel Field, Southeast Sports Complex, Franklin Sports Complex, BA Clark Park, Finch Arboretum and another SORD Park or tennis court. *Note that the Ice Palace facilities may be requested but availability is extremely limited.*
- d. The latest that an activity can be scheduled to end is 11:00 pm.
- e. **For summer quarter**, SPRD aquatic facilities vary. Additional charges will apply to cover OT for custodians at \$30 per hour weekdays for activities scheduled after 3:15 pm, plus a minimum of 1.75 hours per day to clean if the activity is scheduled to start before 9:00 am. There is a minimum charge of 2 hours.

XIV. Application and Field Allocation Time-Line for use of SPRD managed fields

- a. Field Use Applications are tentatively set for September.
- b. Applications will be reviewed by SPRD.
- c. Initial field allocations will be sent to each USER GROUP by December 30.
- d. USER GROUPS will have 5 working days to return a list of unwanted allocations.
- e. SPRD will coordinate and assign FINAL field allocations by issuing a Field Use Agreement to each USER GROUP by January 15.
- f. Field Use Agreements must be signed and returned by January 30.

XV. Application and Field Allocation Time-Line for use of SPS managed fields

- a. January 15th : Field Unavailability Dates to Event Services from Facility Services.
- b. February 1st : High Schools to have all of their events entered into FSDirect.
- c. Middle Schools to have all of their events submitted to Event Services.
- d. Event Services to enter middle school events into FSDirect.
- e. Post unavailable field usage to SPS Website.
- f. Post updated application to SPS Website.
- g. Email the application to field requestors.
- h. February 10th: Applications to be returned to Event Services.
- i. February 10th-17th: Applications to be reviewed and placed by Event Services.
- j. February 20th: Notifications made to groups
- k. Last week of Feb: Appointments to sign Rules for Field Usage.

XVI. SPRD Scheduling Procedures and Requirements

SPS shall be familiar with and abide by **Exhibit 2: PARK USE RULES**. SPS shall submit an *annual* Facility Use Application to the Recreation Facility Coordinator by the appropriate deadlines. Applications are available at www.spokaneparks.org. Any application that is received after the deadline will not be considered in the "priority-basis" but will be considered on a first-come first served basis.

XVII. SPRD Facility Use Cancellations or Changes

Once Facility Use requests have been submitted, all additional changes will be submitted through e-mail and will include specific revision information.

- a. Changes requested by SPS
 - i. SPRD shall be allowed up to 5 working days to make any changes whatsoever submitted by SPS for fall scheduling. The rest of the quarters up to 3 working days will be allowed.
 - ii. If changes are required to be made by SPRD in less than 5 working days , SPS shall be charged a \$5 fee per change.
- b. Changes by SPRD
 - i. SPRD may cancel or adjust SPS requested activities throughout the year and each action must be at least 8 calendar days in advance of a scheduled date.
 - ii. SPRD will notify SPS of all cancellations and adjustments via email.
 - iii. Reinstatement of canceled class dates will be confirmed by email.
- c. All change requests are to be submitted by email to Recreation Scheduling Supervisor. SPRD will respond to all requests within **5 working days of the request in the fall; 3 working days for the remaining quarters.**

XVIII. Fees

- a. SPS may be subject to additional fees for playground and/or equipment replacement, increase in utilities or other maintenance costs outside of those listed in the Joint Use agreement (e.g., SPRD Merkel Field Use for example).
- b. Payment of fees is due within 30 days of billing. A statement of charges will define when payment is due. Payment not received within a timely fashion will affect requests for the following year.
- c. Credits/Deposits on account will be applied at this time.

XIX. Field Playability

- a. SPRD will also reserve the right to limit the amount of scheduled and non-scheduled play on athletic fields during any given season to prevent excessive damage to turf. Wear factors include:
 - i. Size and number of users
 - ii. Type of use
 - iii. Frequency of use
 - iv. Weather conditions
 - v. Type of sports equipment used
- b. Field Closure – During periods of inclement weather, ball field closures may result as determined by SPRD personnel. Closures may also result from poor playing conditions or damage which could cause hazardous safety consideration for the public and/or excessive repair work to bring the field back to a playable condition. It is SPS responsibility to obtain field closure information. Notice of field closure will be sent to SPRD by email. . Field closed signs will be displayed at park sites when fields are not playable.
- c. If a field is closed, no practice is allowed.
- d. Maintenance personnel will have final say on field playability and safety during inclement weather conditions.

EXHIBIT 1

Schedule No. «Schedule ID»

Spokane Public Schools Rules for Facility Usage

The term "USING PARTY" includes, but is not limited to, USING PARTY'S employees, agents, representatives, participants, volunteers, servants, members, spectators, invitees, licensees and guests.

Parameters of Use. Use of District facilities shall be limited to the following:

Activity Title/Purpose: «Title»

Organization/Contact: «Organization» «Contact Name»

Facility/Room(s): «Location» / «Room 1» «Room 2» «Room 3» «Room 4»

Day(s) of Week:

Date(s) of Month(s) and Year: «Event Begin Date» to «Event End Date»

Event Time: from «Event Begin Time» to «Event End Time» Setup Time to setup to exit.

Equipment:

1. USING PARTY shall use the above identified facility/room(s) only during the allotted times. If additional times are desired, USING PARTY shall request additional time from Event Services. USING PARTY shall complete use of the identified facility/room(s) by the time set forth above, unless specific written permission has been granted by Event Services which may be in the form of a revised Schedule Detail Report.

1.1 It is understood and agreed by USING PARTY that the District shall be entitled to preempt ongoing use by USING PARTY and to use its own facilities (including the above identified facility/room(s) for school functions notwithstanding any provision in the Facility Usage Agreement or these Rules for Facility Usage.

1.2 USING PARTY is required to complete these Rules for Facility Usage at the facility PRIOR to first use and during regular school hours and must retain a copy with them at all times during use of the facility for proof of scheduled approved use.

1.3 USING PARTY shall not be entitled to use facilities during non-student days (holidays and other non-student days as designated on the District calendar and as designated by specific school calendar) unless otherwise specifically noted on the Schedule Detail Report. Such special use may incur additional fees.

1.4 USING PARTY shall call Event Services 48 hours prior to USING PARTY'S use any time USING PARTY will not be using the gym and when USING PARTY is finished with ongoing use. Three consecutive missed uses entitles the District to cancel USING PARTY'S use of facilities.

2. USING PARTY shall use the above identified facility/room(s) in compliance with all policies, procedures, including but not limited to District Policy No. 9115 and Procedure No. 9115 (available upon request and online at www.SpokaneSchools.org), rules, federal, state and local regulations for use of District property and facilities. USING PARTY shall not use the identified facility/room(s), or any portion thereof, for any illegal, immoral, or hazardous activities.

3. USING PARTY shall not possess, use, transmit, or distribute drugs and/or alcohol on District property. USING PARTY is prohibited from use of any tobacco products on District property. USING PARTY shall not possess firearms, knives, other dangerous weapons, or "look alike" guns or other "look alike" weapons on District property.

4. No concessions or other items shall be sold on District property, unless approved in writing by Event Services which may be in the form of a Schedule Detail Report.

5. USING PARTY shall be responsible to closely supervise the activities of any person, including but not limited to, its employees, agents, representatives, participants, volunteers, servants, members, spectators, invitees, licensees or guests, with responsible adults at all times during USING PARTY'S use of District property. USING PARTY expressly understands, agrees, and acknowledges that the District shall have no obligation whatsoever to supervise the activities of any person, including but not limited to, USING

RULES FOR FACILITY USAGE «Schedule ID»

PAGE 1

PARTY'S employees, agents, representatives, participants, volunteers, servants, members, spectators, invitees, licensees or guests, who are in or upon District facilities or property in connection with the use authorized by this Agreement.

6. USING PARTY shall not use any District personal property, equipment or devices, unless specific permission has been granted in writing in advance by a representative of the District who is duly authorized by the District to grant such permission which may be in the form of a Schedule Detail Report.

7. Where such permission is granted, USING PARTY shall be solely responsible for inspecting all personal property, equipment, and devices prior to usage, and USING PARTY shall be solely responsible for assuring that such personal property, equipment, or devices are in reasonably safe condition and are reasonably appropriate and safe for the USING PARTY's intended usage.

8. Prior to using the facilities, USING PARTY is solely responsible for inspecting the District facilities or real property that is or are the subject of this Agreement, to identify any defects, conditions, or hazards therein or thereupon which may render the facilities or real property not reasonably safe for the USING PARTY's intended usage.

9. Upon identifying any such unsafe defects conditions, or hazards, USING PARTY shall refrain from using the facilities or real property until the said defects, conditions, or hazards are brought to the attention of the District by the USING PARTY, and are removed, repaired, or otherwise made safe by the District.

10. USING PARTY is prohibited from engaging in any activity on, under, about, or near stages, equipment rooms, bleachers, or other areas not listed in the Facility Usage Agreement or its attached Schedule Detail Report and is prohibited from using District or District students' and/or staffs' equipment or personal items not specified therein.

11. USING PARTY shall be especially cautious at all times when driving anywhere near facility buildings. USING PARTY shall not drive on the facility playground areas. If loading or unloading to or from a vehicle is necessary at the facility building, USING PARTY shall first obtain permission in writing (which may be in the form of the Schedule Detail Report from Event Services) before bringing the vehicle onto facility grounds, and shall first obtain assistance from District custodial staff assigned to the event as to a safe and appropriate location for parking the vehicle during such loading or unloading.

12. USING PARTY shall not place or display any other sign, notice, picture, placard, or poster without written permission. USING PARTY agrees to promptly remove any materials on the District's request and, in any event, at the expiration or sooner than the termination of this Agreement. USING PARTY shall repair any damage to District property caused by the placement and/or removal. USING PARTY shall not publish or allow to be published any oral or written statements, communications, or advertisements stating, suggesting or implying District or school sanction or sponsorship of any of USING PARTY'S activities. Any advertisement for the USING PARTY'S activities shall conspicuously contain the following language: **"This is not a Spokane Public Schools sanctioned or sponsored event/activity."**

13. USING PARTY is solely responsible for meeting any special event or other permit requirements or other non-permit requirements from entities, including but not limited to law enforcement (625-4162), fire department (625-7050), and health department (324-1575).

14. At any time during the term of this Agreement, the District shall be entitled to recapture use of the identified room(s) of the facility should the identified room(s) of the facility be needed for District purposes, as required by RCW 28A.335.040. In the event the District intends to recapture the identified room(s) of the facility, the District shall give written notice to USING PARTY at least eight (8) days prior to the date the District intends to recapture its use of the identified room(s) of the facility.

15. Facility use is limited to USING PARTY'S specific time. USING PARTY is expected to start on time and complete use promptly at END TIME.

16. USING PARTY shall be courteous to other groups using District facilities.

17. Children SHALL be supervised at all times by USING PARTY.

18. USING PARTY shall ensure that no street shoes are used on the gymnasium floors.

RULES FOR FACILITY USAGE «Schedule ID»

PAGE 2

19. USING PARTY shall ensure that NO food or beverages are allowed in gymnasiums. Water bottles are permissible.

20. After each use of the above identified facility/room(s), and upon the termination of this Agreement for any reason, USING PARTY shall be responsible to ensure that the identified facility/room(s) is returned to as good a condition as it was prior to USING PARTY's activities.

ANY VIOLATION OF THE ABOVE RULES OR OF ANY OTHER PROVISION IN THE FACILITY USAGE AGREEMENT BY USING PARTY SHALL ENTITLE THE DISTRICT TO IMMEDIATELY PROHIBIT FURTHER USE OF DISTRICT FACILITIES BY USING PARTY AND TO TERMINATE THE FACILITY USAGE AGREEMENT.

ANY VIOLATION OF THESE RULES COULD LIKEWISE RESULT IN LOSS OF PRIVILEGES FOR THE REMAINDER OF THE YEAR AND IN THE FUTURE.

USING PARTY UNDERSTANDS AND ACCEPTS THE ABOVE RULES AS PART OF ITS RENTAL OF DISTRICT FACILITIES AND AGREES TO ENFORCE THEM DURING USING PARTY'S SCHEDULED TIME.

Dated this ____ day of January, 2011

SPOKANE PUBLIC SCHOOLS signature

Print Name: Diana Termer

Title: Event Services Specialist

Address: 2815 E Garland Avenue, Spokane WA 99207-5889

Work: 509-354-7169 Fax: 509-483-5349

E-Mail: Eventservices@spokaneschools.org

USING PARTY signature

Contact: «Contact_Name»

Organization: «Organization»

Address: «Address»

Phone: «DayTime_Phone» Cell: «Cellular_Phone»

Email: «eMail_Address»

If you have any problems, questions, or concerns please contact, Event Services, at 354-7167. This is a 24-hour phone number with a message option. In case of emergency, please call 354-7199.

Department Policy
PARK USE RULES

Originating Division: *Operations*
Effective Date: 02/13/06

EXHIBIT 2



VIOLATION OF PARK RULES IS A MISDEMEANOR SMC 10.10.040

1. The parks are closed from 11:00 p.m. to 4:00 a.m., Pacific Daylight Time, or 10:00 p.m. to 5:00 a.m., Pacific Standard Time, except for Riverfront Park which closes at 12:00 midnight.
2. No public address or loudspeakers systems or other electronic audio devices are allowed without written permission.
3. No baseball, football, or other ball games to be played on park drives, boulevards, or pathways.
4. No golfing or driving of golf balls allowed in the park.
5. Animals must be on a leash. Owners are responsible for cleaning up after their animal.
6. No possession or consumption of liquor is allowed in the parks.
7. No weapon of any kind is allowed in the park. No discharge of any projectile from any weapon or device is allowed in the park.
8. No fireworks may be discharged in the parks.
9. No watercraft of any size is allowed in or on water in or bordering the park.
10. No overnight camping allowed in the park.
11. If a fee is required for an activity, no person may enter without paying the fee.
12. No fires allowed except in designated fireplaces and park supplied barbeque pits.
13. No motorized vehicles on the grass or pathways. Vehicle parking allowed in designated areas.
14. Do not disturb any living thing in the park.
15. No cutting of trees or shrubs in the park.
16. No panhandling or solicitation of donations.
17. No digging holes or disrupting existing land forms or rocks.
18. Swimming pools, wading pools, softball diamonds, and basketball courts may only be used during hours designated by the Parks and Recreation Department.
19. No vending without a permit.
20. 15-mile per hour speed limit.
21. No littering or dumping of any household or yard material or substances in a park.



808 W Spokane Falls Blvd
Spokane, Washington 99201-3317
(509) 625-6200 www.spokane-parks.org

DEPARTMENTAL POLICY
Revised: 2006-02-13
Page 1 of 1

Exhibit C

GSL Golf Joint Use Agreement Language

SPS has five (5) high school golf teams that use four (4) City golf courses.

The City has agreed to:

- 1) Provide at no cost to SPS eight (8) practice times per school per week on the two (2) days specified by the City with four (4) practices per school per day.
- 2) Provide at no cost to SPS three (3) events annually: two (2) during the regular season and one (1) during the post season. In addition there will be one paid post season event with date and course to be negotiated between Parties .
- 3) Finalize the SPS team schedules designating assigned weeks for receipt by SPS not later than mid-July of each year with start times beginning at 12:30 p.m. Finalize SPS team schedules designating the specific dates for receipt by SPS not later than mid-February of each year.
- 4) Reschedule events canceled due to weather whenever feasible. This shall be a communication between the high school golf coach and the course pro directly.
- 5) WIAA and GSL Event charges will be the current junior golf rate (e.g., 2012 rate of \$13.00 per round, per participant; 80 golfers on Day 1 and 40 golfers on Day 2).

SPS has agreed to:

- 1) Have golf coaches be responsible for setting up and using the eight (8) tee times as assigned with no more than four (4) players per tee time.
- 2) Have golf teams pay for range balls used in practice.
- 3) Have the golf teams help clean up/pick up balls on range or perform other necessary jobs the golf professional deems appropriate.
- 4) Submit schedule requests to the City not later than June 1st of each year.
- 5) Abide by the latest version of the attached Parks & Recreation Board adopted High School Golf Rules.
- 6) Make every effort to make the public, parents and constituents aware of the benefits SPS students are receiving from the donations of the course professional and from the golf division under the umbrella of our Joint Use Agreement with the City Parks and Recreation Department.
- 7) For WIAA Event Practice Rounds charges will be the current junior golf rate (e.g., 2012 rate of \$13 per round) per participant and the adult golf rate (e.g., 2012 rate of \$25 per round) per coach. Any additional event activities such as a barbecue at the course following practice rounds for players and coaches shall be charged over and above the course fees.

EXHIBIT D

Shared Maintenance of Grounds at Designated Locations Drawings

For:

Bemiss Elementary School

Cooper Elementary School

Finch Elementary School

Grant Elementary School

Indian Trail Elementary School

Madison Elementary School

Garry Middle School

Shadle Park High School

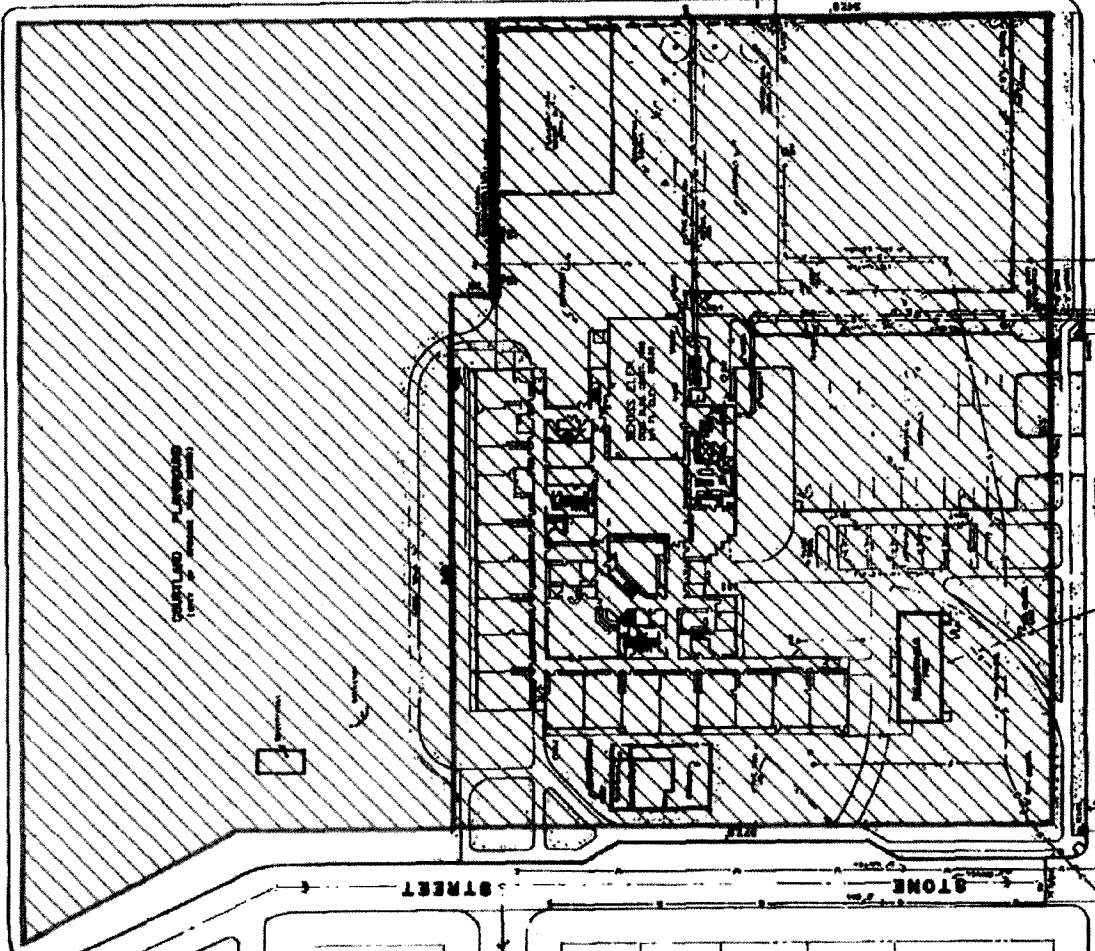
GLASS AVENUE

STONE STREET

COURTLAND AVENUE

BRIDGEPORT AVENUE

COOK STREET



BEMISS ELEMENTARY

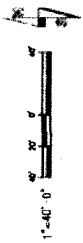
GREEN AREA

- 1. OWNED BY PARKS DEPARTMENT
- 2. CITY PARKS MAINTAINS IRRIGATION
- 3. CITY PARKS REMOVES GRAFFITI
- 4. CITY PARKS PROVIDES TREE & SHRUB MAINTENANCE
- 5. SPOKANE PUBLIC SCHOOLS MOWS AND FERTILIZES
- 6. SPOKANE PUBLIC SCHOOLS SNOW FLOWS EAST PARKING LOT

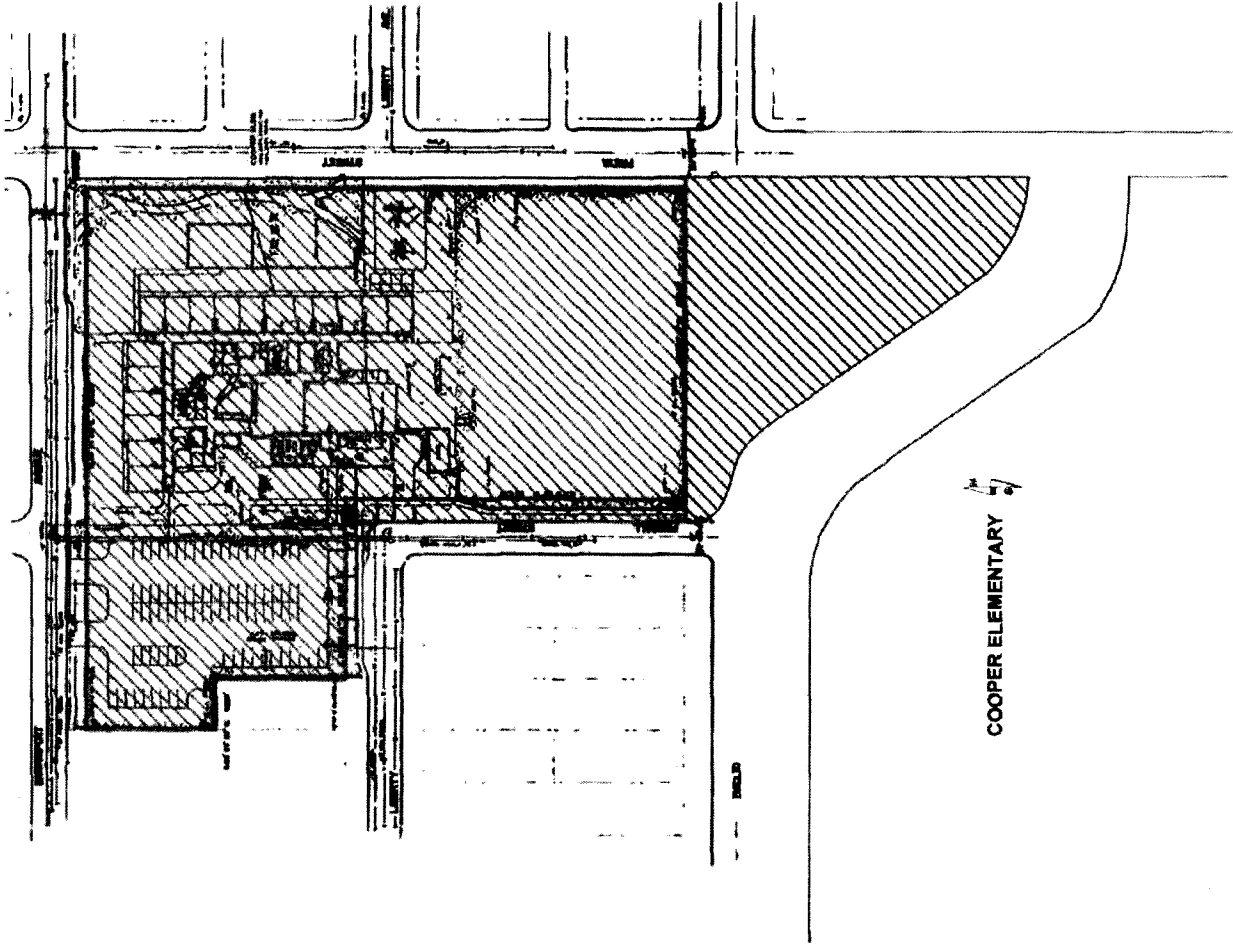
RED AREA

- 1. OWNED BY SPOKANE PUBLIC SCHOOLS
- 2. ALL MAINTENANCE DONE BY SPOKANE PUBLIC SCHOOLS

PROPERTY INFORMATION - 186,000 SQ. FT.
 AREA OF SITE - 1.3 ACRES
 AREA OF BLDG. - 100,000 SQ. FT.
 AREA OF PARKING - 10,000 SQ. FT.



BEMISS ELEMENTARY SITE PLAN



COOPER ELEMENTARY

BLUE AREA

- 1. OWNED BY STREET DEPARTMENT
- 2. MOWING, SNOW REMOVAL AND FERTILIZING DONE BY SPOKANE PUBLIC SCHOOLS
- 3. IRRIGATION BY CITY STREET DEPARTMENT

RED AREA

- 1. OWNED BY SPOKANE PUBLIC SCHOOLS
- 2. ALL MAINTENANCE DONE BY SPOKANE PUBLIC SCHOOLS

COOPER ELEMENTARY

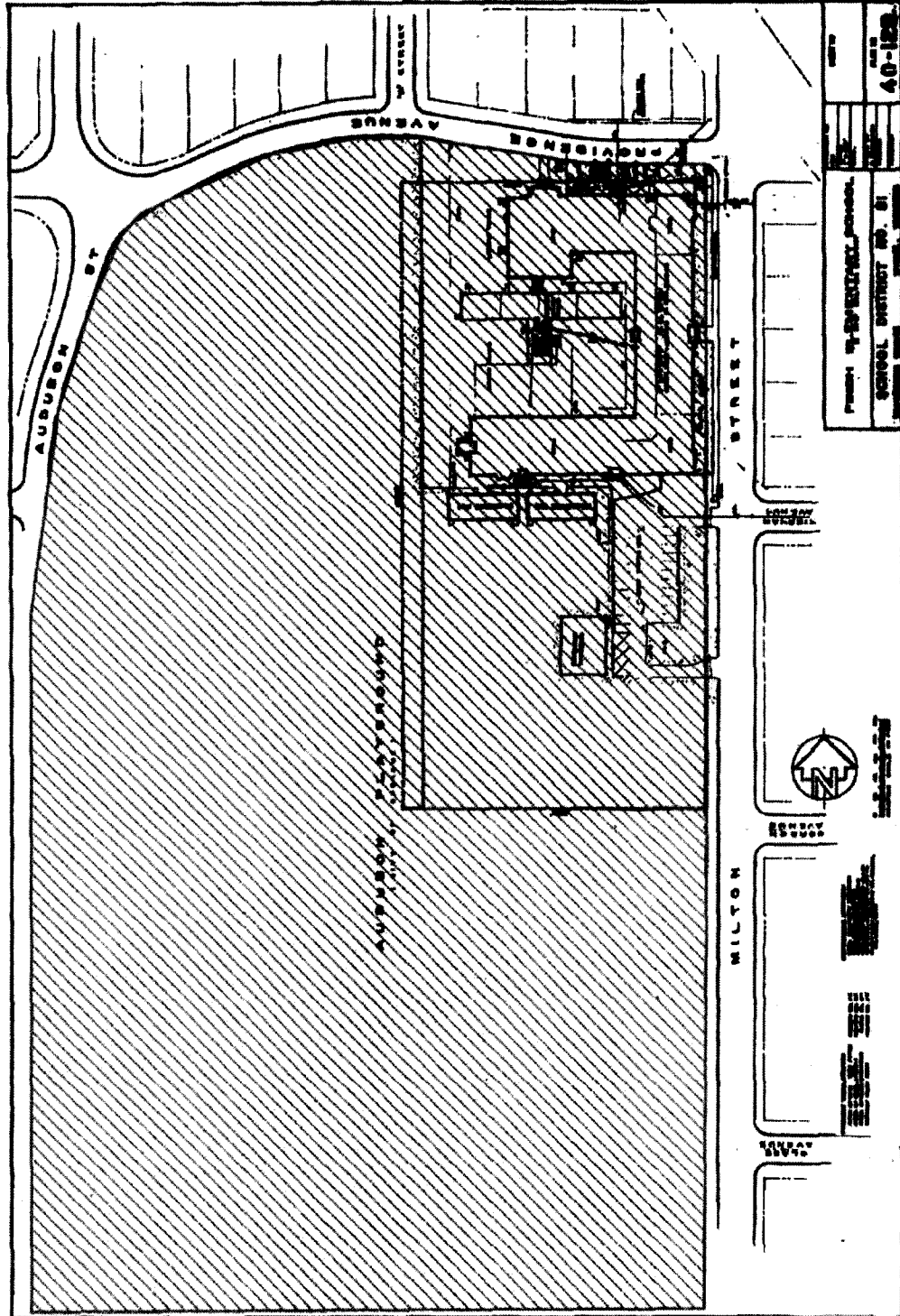
FINCH ELEMENTARY

GREEN AREA

1. OWNED BY PARKS DEPARTMENT
2. ALL MAINTENANCE DONE BY PARKS DEPARTMENT
3. SPOKANE PUBLIC SCHOOLS SHALL PROVIDE SEASONAL MARKINGS FOR THE RUNNING TRACK

RED AREA

1. OWNED BY SPOKANE PUBLIC SCHOOLS
2. ALL MAINTENANCE DONE BY SPOKANE PUBLIC SCHOOLS



| | |
|------------------------|--------|
| PROJECT NO. | 40-122 |
| DATE | |
| DESIGNED BY | |
| CHECKED BY | |
| APPROVED BY | |
| PROJECT NO. | 40-122 |
| SCHOOL DISTRICT NO. 81 | |
| PREPARED BY | |

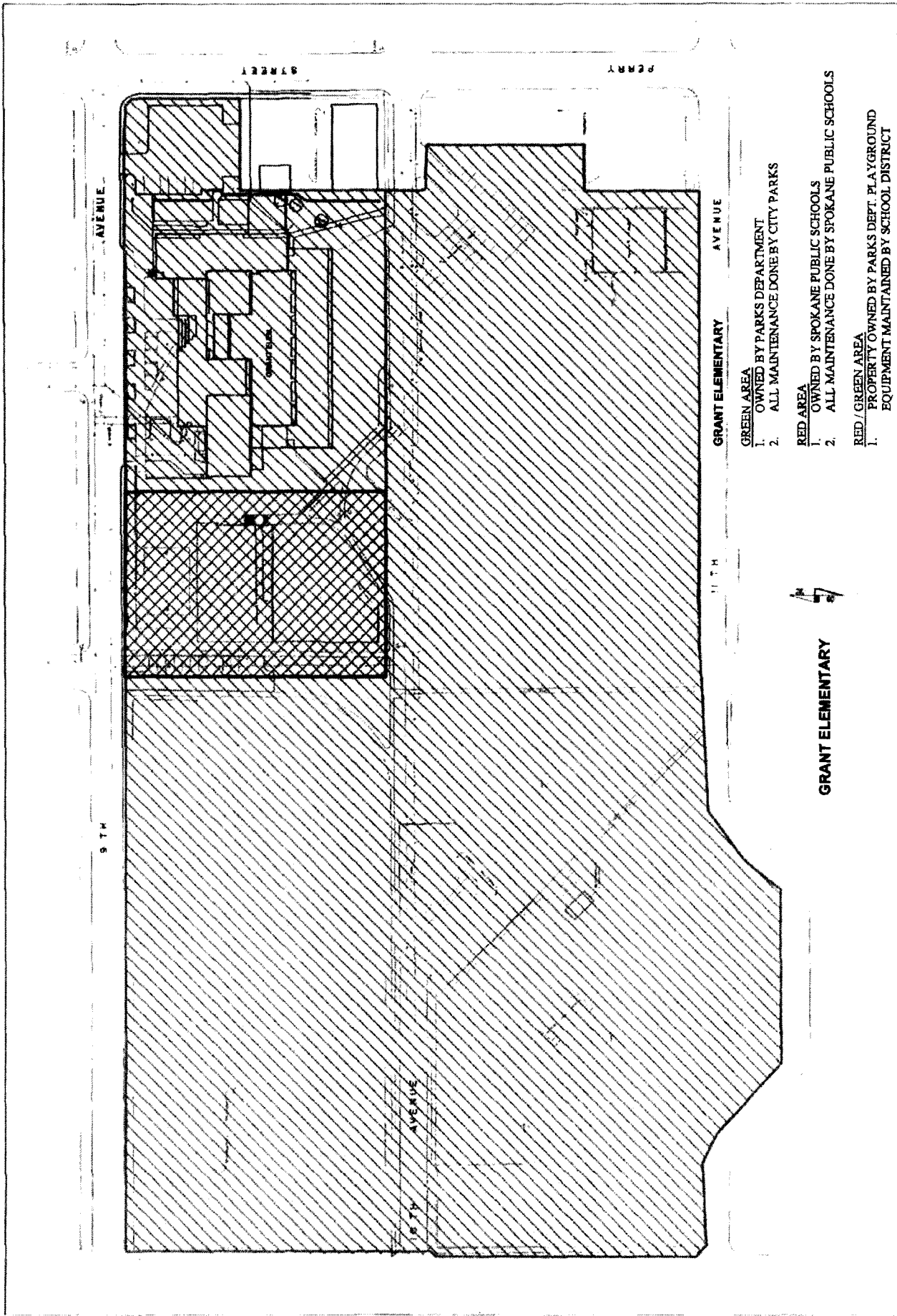


MILTON

AUBURN ST

W STREET

AVENUE



9TH AVENUE

9TH

PERRY STREET

10TH AVENUE

GRANT ELEMENTARY AVENUE

11TH

- GREEN AREA**
1. OWNED BY PARKS DEPARTMENT
 2. ALL MAINTENANCE DONE BY CITY PARKS
- RED AREA**
1. OWNED BY SPOKANE PUBLIC SCHOOLS
 2. ALL MAINTENANCE DONE BY SPOKANE PUBLIC SCHOOLS
- RED / GREEN AREA**
1. PROPERTY OWNED BY PARKS DEPT. PLAYGROUND EQUIPMENT MAINTAINED BY SCHOOL DISTRICT

GRANT ELEMENTARY

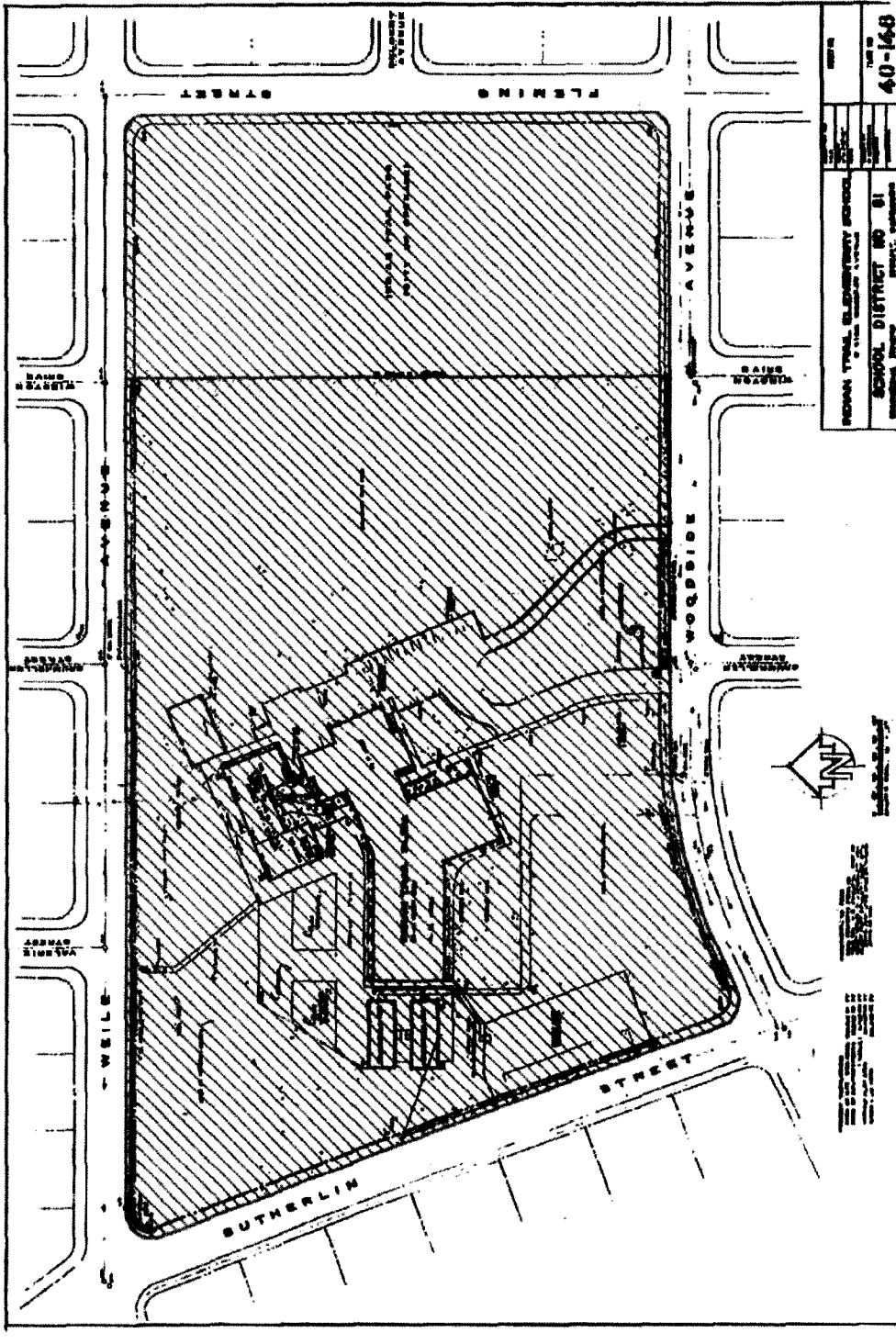
INDIAN TRAIL ELEMENTARY

GREEN AREA

- 1. OWNED BY PARKS DEPARTMENT
- 2. ALL MAINTENANCE DONE BY PARKS DEPARTMENT

RED AREA

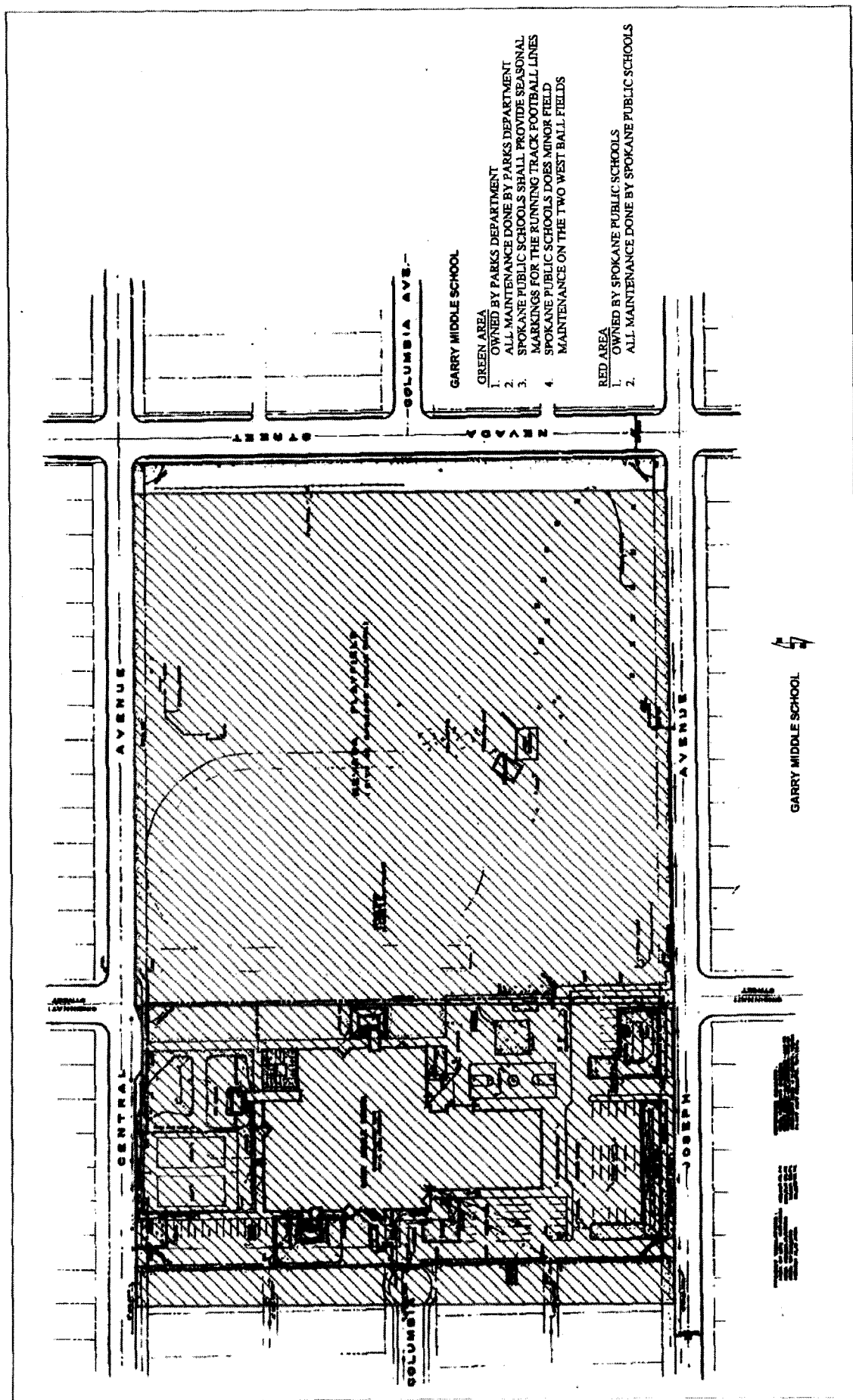
- 1. OWNED BY SPOKANE PUBLIC SCHOOLS
- 2. ALL MAINTENANCE DONE BY SPOKANE PUBLIC SCHOOLS



| | |
|--------------------------------|-------------|
| INDIAN TRAIL ELEMENTARY SCHOOL | DATE |
| SCHOOL DISTRICT NO. 81 | NO. 40-1468 |
| SPokane, Washington | |



DRAWN BY: [illegible]
 CHECKED BY: [illegible]
 DATE: [illegible]



GARRY MIDDLE SCHOOL

GREEN AREA

1. OWNED BY PARKS DEPARTMENT
2. ALL MAINTENANCE DONE BY PARKS DEPARTMENT
3. SPOKANE PUBLIC SCHOOLS SHALL PROVIDE SEASONAL MARKINGS FOR THE RUNNING TRACK FOOTBALL LINES
4. SPOKANE PUBLIC SCHOOLS DOES MINOR FIELD MAINTENANCE ON THE TWO WEST BALL FIELDS

RED AREA

1. OWNED BY SPOKANE PUBLIC SCHOOLS
2. ALL MAINTENANCE DONE BY SPOKANE PUBLIC SCHOOLS

GARRY MIDDLE SCHOOL



SHADLE PARK HIGH SCHOOL

GREEN AREA

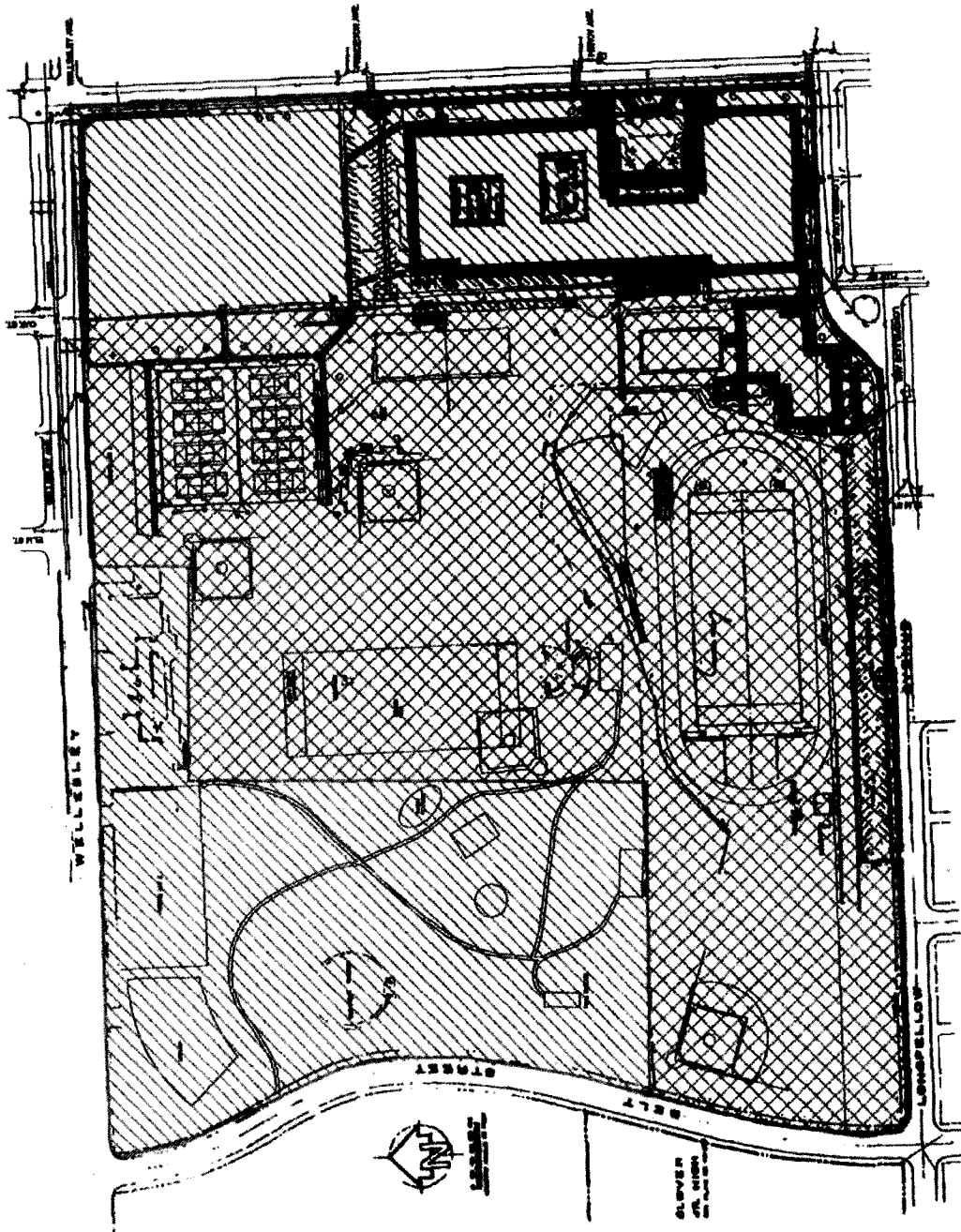
- 1. OWNED BY PARKS DEPARTMENT
- 2. ALL MAINTENANCE DONE BY PARKS DEPARTMENT

RED / GREEN AREA

- 1. LEASED FROM PARKS DEPARTMENT
- 2. ALL MAINTENANCE DONE BY SPOKANE PUBLIC SCHOOLS

RED AREA

- 1. OWNED BY SPOKANE PUBLIC SCHOOLS
- 2. ALL MAINTENANCE DONE BY SPOKANE PUBLIC SCHOOLS



SHADLE PARK HIGH SCHOOL

JOINT USE PROPERTY – PARKS & SPOKANE PUBLIC SCHOOLS

GRANT SCHOOL / GRANT PARK: School uses park play equipment, parking lots, play fields, basketball court, and ball diamond. All outdoor activities conducted by school are on park property. School maintains some park property.

HAMBLÉN SCHOOL / HAMBLÉN PARK: Park property is adjacent to school property but use of park property is minimal.

SHADLE HIGH SCHOOL / SHADLE PARK: Parts of school buildings, parking lots, football field, tennis courts, running track, soccer fields, baseball diamond, and softball diamonds are on park property. All outdoor physical education and sports conducted by school are on park property. School will maintain most, if not all, park property it is using.

BEMISS SCHOOL / COURTLAND PARK: School uses parking lot, ball diamond, and play fields located on park property.

MADISON SCHOOL / FRANKLIN PARK: School uses park play equipment, ball diamonds and play fields. All outdoor activities conducted by school are on park property.

GARRY MIDDLE SCHOOL / NEVADA PARK: Ball diamonds, soccer field and play fields are all on park property. Outdoor physical education and sports conducted by school are on park property.

FINCH SCHOOL / AUDUBON PARK: Ball diamonds and playfields are on park property. Most outdoor activities conducted by school are on park property.

INDIAN TRAIL SCHOOL / INDIAN TRAIL PARK: Park property is adjacent to school property but school use of park property is minimal.

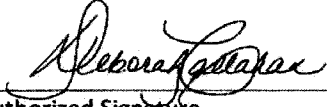
COMSTOCK PARK: Spokane Public Schools owns a parcel on south end but property is used and maintained by Parks Department.

LOMA VISTA: Owned by Spokane Public Schools but used and maintained by Parks Department.

MISCELLANEOUS: Spokane Public Schools uses a variety of other parks for cross country meets, tennis, softball, soccer, field trips, and picnics. Normal park use fees for these events are waived for schools.



EVIDENCE OF COVERAGE

| | |
|---|--|
| <p>This evidence is issued as a matter of information only and confers no rights upon the evidence holder. This evidence does not amend, extend or alter the coverage afforded by the coverage agreement below.</p> | |
| Covered Member: Spokane Public Schools 200 N Bernard Spokane, WA 99201 | Coverage Afforded By: Washington Schools Risk Management Pool PO Box 88700 Tukwila, WA 98138-2700 |
| <p>This is to certify that the liability coverage listed below has been issued to the district member named above for the period indicated notwithstanding any requirement, term or condition of any contract or other document with respect to which this evidence may be issued or may pertain. The evidence afforded by the coverage agreement described herein is subject to all the terms, exclusions and conditions of such coverage agreement.</p> | |
| Coverage Agreement #: | COV 2015-2016 |
| Coverage Period: | September 1, 2015 to August 31, 2016 |
| Effective Date of Evidence of Coverage: | September 1, 2015 |
| Expiration Date of Evidence of Coverage: | August 31, 2016 |
| Limits of Liability Each Occurrence Bodily Injury and Property Damage Combined: | \$1,000,000----- |
| Other Applicable Coverage: | |
| Description of Operations/Locations/Vehicle: | |
| Activities under the direct supervision of District personnel as respects coverage period September 1, 2015 through August 31, 2016. | |
| Cancellation: Should the above described coverage agreement be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the evidence of coverage holder named below. | |
| Evidence of Coverage Holder: | Issue Date: July 15, 2015 |
| To Whom It May Concern |  _____ Authorized Signature |

OPR-2012-0243



Date: August 1, 2011

To: To Whom It May Concern

From: Dave Hayasaka, Executive Director

Member District: Spokane School District

Re: Activities under the direction of District personnel for coverage period September 1, 2011 to August 31, 2012.

Evidence of Coverage

The above captioned District is a member of the Washington Schools Risk Management Pool (WSRMP), which is a self insured pool of over 80 school and educational service districts in the State of Washington.

WSRMP has at least \$1 million per occurrence combined single limit of liability coverage in its self funded layer that may be applicable in the event a covered incident occurs that is determined to be caused by the negligence of the member district. Subject to the terms, conditions, exclusions, definitions and limits stated in their coverage agreement.

As a statutorily authorized and self funded public entity inter-local agreement among school and educational service districts, there is no insurance policy involved. Because WSRMP is not an insurance company, your organization cannot be named an "additional insured".

cc: Spokane School District
Jason Conley