

RESOLUTION R- 3672

A RESOLUTION OF THE KIRKLAND CITY COUNCIL, AUTHORIZING AND DIRECTING THE MAYOR OF THE CITY OF KIRKLAND TO SIGN ON BEHALF OF THE CITY THAT CERTAIN FACILITIES JOINT USE AGREEMENT BETWEEN LAKE WASHINGTON SCHOOL DISTRICT 414 AND CITY OF KIRKLAND

Whereas, the governing bodies of the City of Kirkland and Lake Washington School District 414 are mutually interested in an adequate program of community recreation under the auspices of the Kirkland Parks and Recreation Department, and

Whereas, said governing bodies are authorized to enter into agreements with each other and to do any and all things necessary or convenient to aid and cooperate in the cultivation of good citizenship by providing for adequate programs of community recreation, and

Whereas, the City and the District encourage community use of park and school facilities and the City and the District favor a cooperative effort which may be expected to result in greater use of park and school facilities by citizens of the community and the district with the least possible expenditure of public funds, and

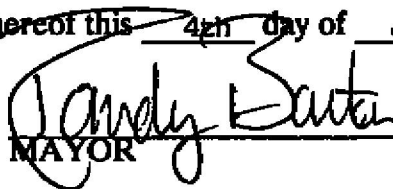
Whereas, a joint use agreement would allow and encourage the City and District to work together in utilizing existing building facilities and in planning, developing, and building facilities for joint use, now, therefore,

Be it resolved by the City Council of the City of Kirkland as follows

Section 1. That certain Facilities Joint Use Agreement between Lake Washington School District 414 and the City of Kirkland, copy of which is attached to the original of this resolution and by this reference incorporated herein, is hereby approved. The Mayor of the City of Kirkland is hereby authorized and directed to sign said Facilities Joint Use Agreement on behalf of the City of Kirkland

Passed by majority vote of the Kirkland City Council in regular, open meeting this 4th day of June, 1991

Signed in authentication thereof this 4th day of June, 1991


MAYOR

ATTEST


City Clerk

JOINT USE AGREEMENT**JOINT USE AGREEMENT BETWEEN LAKE WASHINGTON SCHOOL DISTRICT NO 414 AND THE CITY OF KIRKLAND PARKS AND RECREATION DEPARTMENT**

THIS AGREEMENT, made and entered into this 15th day of October, 1991, by and between the CITY OF KIRKLAND, municipal corporation hereinafter called "City," and the LAKE WASHINGTON SCHOOL DISTRICT NO 414 of the State of Washington, hereinafter called "District "

WITNESSETH

WHEREAS, the governing bodies of the City and District are mutually interested in an adequate program of community recreation under the auspices of the Kirkland Parks and Recreation Department, and

WHEREAS, said governing bodies are authorized to enter into agreements with each other, and to do any and all things necessary or convenient to aid and cooperate in the cultivation of good citizenship by providing for adequate programs of community recreation, and

WHEREAS, the City has established by Ordinance a Department of Parks and Recreation for carrying out the purposes of community recreation, and

WHEREAS, the City and the District encourage community use of park and school facilities and the City and the District favor a cooperative effort which may be expected to result in greater use of park and school facilities by citizens of the community and the District with the least possible expenditure of public funds, and

WHEREAS, joint use concept can provide for the maintenance and operation of existing fields and buildings for their better utilization by both parties, and

WHEREAS, a joint use agreement would allow and encourage the City and District to work together in planning, developing, and building facilities for joint use

NOW, THEREFORE, in consideration of this premise, said City and said District do now agree to cooperate with each other in carrying out the above purposes, and to that end do agree as follows

- 1 The District will make available school facilities to the City's community recreational activities and programs, said facilities are to be selected (in writing) by the Director of Parks and Recreation or his designated representative, subject to the approval of the District Superintendent of Schools or his designated representative
- 2 The City will make available City facilities to the District for school events, activities, and/or programs The Superintendent of Schools or his designated representative is to select (in writing) facilities for use, subject to the approval of the Director of Parks and Recreation or his designated representative
- 3 The use of selected school facilities shall be in accordance with the regular procedures of the District in granting permits for use of school facilities as provided for by the Laws of Washington and the rules and regulations of the School Board, or as otherwise provided for in this agreement

- 4 The use of selected park facilities shall be in accordance with the regular procedures of the City in granting permits for use of park facilities as provided for by City Ordinance and rules and regulations of the Parks and Recreation Department, or as otherwise provided for in this agreement
- 5 It is hereby agreed that a schedule of dates for the use of the District school facilities will be worked out in advance by the City and that this schedule will be arranged to avoid conflict between school and recreation use, that in the scheduling of said facilities, school events and programs shall have first priority, and community recreation events established by the Parks and Recreation Department shall have second priority
- 6 It is further agreed that a schedule of dates for the use of City facilities will be worked out in advance by the District and that this schedule will be arranged to avoid conflict between recreation and school use, that in the scheduling of said facilities, Parks and Recreation Department activities shall have first priority, and school events and programs shall have second priority
- 7 The City, through its Department of Parks and Recreation, agrees to train and provide qualified personnel to supervise the City sponsored recreation activities which take place on school facilities, and the District agrees to train and provide adequate personnel to supervise the school activities which take place on City facilities
- 8 It is understood and agreed that the personnel employed by each agency shall be under the supervision of that agency Further, each agency shall establish rules and regulations with regard to the use of its facilities
- 9 It is recognized that school properties and facilities are intended primarily for school purposes and for the benefit of individuals in the school service area. It is, therefore, agreed that, in planning programs and scheduling activities on school grounds, the recreational needs and opportunities of such individuals will be of primary importance
- 10 It is further agreed that in the event of any dispute or difference arising as a result of the program being conducted on the sites jointly used and selected as above outlined, the dispute or difference shall be resolved by the Parks and Recreation Department Director or his designated representative and the Superintendent of Schools or his designated representative Such decision shall be arrived at as expeditiously as possible
- 11 The City agrees to protect and save the District, its officers, agents, servants, volunteers or employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, and causes of action of any kind or character including the cost of defense thereof arising in favor of third parties on account of personal injuries, death or damage to property, arising out of the sole negligence of the City as respects use of said installations or equipment in connection with community recreational programs under the supervision or control of the City, provided that the District will assist the City by preserving and presenting a defense of limited liability under RCW 4 24 210, for allowing the public to use District property for outdoor recreation. It is further agreed that the City shall be responsible for any and all damage to school property caused by or resulting from negligence of the City
- 12 The District agrees to protect and save the City, its elected and appointed officials, agents, volunteers, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, and causes of actions of any kind or character including the cost of defense thereof arising in favor of third parties on account of personal injuries, death, or damage to property, arising out of the sole negligence of the District as respects use of said installations or equipment in connection with District programs under the supervision or control of the District, provided that the City will assist the District by preserving and presenting a defense of limited liability under RCW 4 24 210, for allowing

the public to use City property for outdoor recreation. It is further agreed that the District shall be responsible for any and all damage to City property caused by or resulting from negligence of the District.

- 13 It is further understood and agreed by the City and District that written City and District Administrative Guidelines for implementation of this Joint Use Agreement shall be approved by the respective agency head or his designated representative prior to any approval of this agreement.
- 14 It is further understood and agreed that either party to this Agreement may at any time terminate this Agreement upon giving, in writing, to the other party thirty (30) days' notice of its intention to terminate same.
- 15 The District agrees to furnish the City with a Certificate of Insurance evidencing General Liability Coverage. The Certificate shall indicate limits no less than \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage, and for those policies where aggregates are applicable, a \$2,000,000 aggregate limit. This Certificate of Insurance shall include the City of Kirkland, its elected and appointed officials, agents, and employees, as additional insureds. The certificate shall include a provision that this insurance shall not be canceled without first providing to the City of Kirkland 30 days written notice of cancellation.
- 16 The City agrees to furnish the School District with a Certificate of Insurance evidencing General Liability Coverage. The Certificate shall indicate limits no less than \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies where aggregates are applicable, a \$2,000,000 aggregate limit. This Certificate of Insurance shall include Lake Washington School District #414, its officers, elected and appointed officials, board members, employees, volunteers, and agents as additional insureds. The certificate shall include a provision that this insurance shall not be canceled without first providing to the School District 30 days written notice of cancellation.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on their behalf.

THE CITY OF KIRKLAND, A Municipal Corporation

BY 

ATTEST 

City Clerk

LAKE WASHINGTON SCHOOL DISTRICT NO 414

BY 

President,
Lake Washington Board of Directors

ATTEST 

Secretary
Lake Washington Board of Directors

APPENDIX A
CITY OF KIRKLAND AND LWS D ADMINISTRATIVE GUIDELINES
FOR JOINT USE AGREEMENT

SCHEDULING AUTHORITY

The building principal has the overall responsibility and authority to determine the after-school use in buildings under their responsibility by all organizations in accordance with established policies, regulations, and guidelines. School events and programs will have overall priority, including programs of the Lake Washington Vocational Technical Institute or PTSA's.

The Parks and Recreation Director has the responsibility and authority for the City to determine the park use by all organizations in accordance with established policies, regulations, and guidelines.

SCHEDULING PROCEDURE

The Parks and Recreation Department will prepare, by individual school, a facility use request for the complete school year. The request will be for specific programs and will be both flexible and negotiable, provided that the Parks and Recreation Department will be allowed to continue the youth gymnastics and basketball programs at Juanita High School, so long as these uses of the facility are substantially similar to those which occurred in the years 1988 through 1990. The request will be submitted to each building principal by September 1. Prior to this date, requests by other organizations will be received and filed, in order, by the principal, but not acted upon until the Parks and Recreation Department request is negotiated and finalized. After this date, all requests, including supplementary requests from the Parks and Recreation Department, will be considered by the building principal on a first come, first served basis.

The individual school will prepare, by individual park, a facility use request for the complete school year. The request will be for specific programs and will be both flexible and negotiable, provided that the District high schools will be allowed to continue the high school baseball program at Peter Kirk Park, so long as this use of the facility is substantially similar to that which occurred in the years 1988 through 1990. The request will be submitted to the Parks and Recreation Director or his representative by September 1. Prior to this date, requests by other organizations will be received and filed, in order, by the Parks and Recreation Director or his representative, but not acted upon until the school request is negotiated and finalized. After this date, all requests, including supplementary requests from the individual schools, will be considered by the Parks and Recreation Director or his representative on a first come, first served basis.

CUSTODIAL CHARGES

- 1 **School Facilities** When adequate supervision and cleanup are provided by the Parks and Recreation Department, there will be no charge for custodial service. If an area is left uncleaned, creating additional work for school personnel, the Parks and Recreation Department will pay full custodial charges.

After Custodial Day and on Weekends The school principal will decide whether or not custodial service will be required. If custodians are required, the Parks and Recreation Department will pay full custodial charges.

- 2 **Kirkland Facilities** When adequate supervision and cleanup are provided by the School District at Kirkland facilities, there will be no charge for custodial service. If an area is left uncleaned, creating additional work for park personnel, the School District will pay full custodial charges.

Custodial Athletic Game Preparation Maintenance The Park and Recreation Director and the School Principal or their representatives will decide whether or not athletic game preparation maintenance will be required. If game preparation maintenance is required, the school will pay the athletic game preparation maintenance fee.

SECURITY

- 1 **Lake Washington School Facilities** The Parks and Recreation Department will provide trained, qualified supervisory personnel. All personnel will comply with specific written procedures for proper care, supervision, and security of school facilities.

Only the Director of Parks and Recreation or his designee may sign out School District building keys. Keys will be maintained in a secure location at the Parks office and will not be loaned to any other organization.

All building supervisory personnel who will be issued school security cards for weekend use are subject to approval by the building principal and/or the school district security officer.

- 2 **Kirkland Facilities** Schools will provide trained, qualified supervisory personnel. All personnel will comply with specific written procedures for proper care, supervision, and security of Kirkland park facilities.

Only the Building Principals or his designee may sign out City of Kirkland building keys. Keys will be maintained in a secure location at the school and will not be loaned to any other organization.

MAINTENANCE AND REPLACEMENT OF EQUIPMENT

- 1 **Lake Washington Equipment** For school equipment subject to accelerated wear and tear due to Parks and Recreation Department use, the Parks and Recreation Department agrees to maintain and provide replacement equipment as prescribed in the schedule determined by the building principal or his designee and the Parks and Recreation Department Director or his designee.

For school equipment lost or damaged during Parks and Recreation Department use, the Parks and Recreation Department will pay for or replace said equipment.

- 2 **Kirkland Equipment** For park equipment subject to accelerated wear and tear due to school use, the school agrees to maintain and provide replacement equipment as prescribed in the schedule determined by the building principal or his designee and the Parks and Recreation Department Director or his designee.

For park equipment lost or damaged during school use, the School District will pay for or replace said equipment

PROFESSIONAL SERVICES TO BE PROVIDED BY KIRKLAND PARKS AND RECREATION DEPARTMENT

During the time of such use, the Kirkland Parks and Recreation Department shall act as the coordinator of all school district fields that are authorized by the District for Kirkland community use. The Kirkland Parks and Recreation Department will submit to each principal, for final approval, the master schedule of field use by all Kirkland community organizations. After final approval, each organization will submit an appropriate facility use form.

The City agrees to furnish the School District with a written statement outlining the process for granting permits for the use of District school facilities by groups/organizations within the Kirkland community, such as Boys/Girls Club of Kirkland, Baseball, Soccer, and Football Associations.

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