

**INTERLOCAL AGREEMENT BETWEEN
SPOKANE PUBLIC SCHOOLS AND
SPOKANE PUBLIC LIBRARY
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 Washington state municipal corporation, whose address is 200 North Bernard Street, Spokane, WA 99201, and the Spokane Public Library ("Library"), a public library operating under Chapter 27.12 RCW, whose address is 906 West Main Avenue, 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 Library 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 libraries.

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 Library Executive Director or designee. The following joint meetings of the parties shall occur throughout the term of this Agreement:

3.1 **Meetings.** District and Library staff involved with the direct provision of services will meet a minimum of three times a year, in person, 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: Library Executive Director (509-444-5305)

The parties agree that Coordinator of Staff duties can be delegated to staff by notice in writing to the other party.

4. **Duration.** This Agreement shall remain in force upon execution and filing through August 31, 2119, with automatic annual renewals thereafter from September 1st through August 31st unless terminated earlier as provided for in Section 11 below.

5. **Definitions.**

- 5.1 **"Schools"** shall mean all district schools and facilities.
- 5.2 **"Library Facilities"** shall mean those open spaces and facilities operated by the Library.
- 5.3 **"Class I Organization Sanctioned School Sponsored Activities"** shall mean those activities defined in Section III.2.a., School District Procedure 4260 as now or hereafter amended. Current Policy/Procedure 4260 (Use of School Facilities) is available on the district website at www.spokaneschools.org
- 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. Joint Use Scheduling Procedures
 - B. Annual August Meeting Agenda
- 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 and playfields owned by the District.

6. **Priority of Use.**

- 6.1 **First Priority Use.** The Property owner has first priority for scheduling their facilities.
- 6.2 **Second Priority Use.** Second priority is given to the joint use partner under this agreement as described in **Exhibit A and B.**
- 6.3 **Limitation.** Each entity reserves the right to limit Joint Use to no more than fifty percent (50%) of an area (e.g., room or field) at any given facility per week. Specific time adjustments may be made by mutual agreement of the parties. Late submissions of requests may result in denial of such requests.
- 6.4 **Third and Lower Priority Use.** Shall be at the discretion of the entity.

7. **Use of Facilities.**

- 7.1 **Usage and Facility Availability.** District Facilities available for use are primarily elementary and middle schools. High school buildings and grounds and use of administrative

sites may be available, but availability is limited. School sites are not available for use during the school day. Library facility usage will be available during library operating hours.

7.2 Scheduling.

7.2.1 Scheduling of School Buildings. Scheduling shall be in accordance with the details identified in **Exhibit A: "Schools/Library Scheduling Procedures"** as mutually agreed upon between the parties. Site approval is needed for scheduling high school gyms, multi-purpose rooms and auditoriums. Nutrition Services approval is required for use of SPS kitchens.

7.2.2 Scheduling Fields and Other Facilities. Scheduling shall be in accordance with the details identified in **Exhibit A and B** as mutually agreed upon between the parties.

7.2.3 Non-school Day and Holiday Use. Either party can request use of the other party's facilities for non-school days and holiday use in the same manner as above providing the user shall pay all Direct Costs incurred by the facility owner.

7.2.4 Cancellation. Either party will provide minimum notice as provided for in **Exhibit A**. Alternate sites will be provided as available. If no alternate site is available, the cancelled party will be afforded a make-up day.

8. Rights and Responsibilities of Both Parties.

8.1 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.

8.2 Supervision and Inspection.

8.2.1 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.

8.2.2 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.

8.3 Fees, Maintenance and Custodial Service.

8.3.1 No fees except for Direct Costs shall be charged the other party for use of District and Library Facilities.

8.3.2 Routine maintenance of the properties shall be the responsibility of the owning party.

8.3.3 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.

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

8.5 **Equipment and Supplies.**

8.5.1 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 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.

8.5.2 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.

8.5.3 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.

8.6 **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.

8.7 **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. .

8.8 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.

8.9 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.

8.10 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.

9. 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.

10. 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.

11. Termination/Written Notice.

11.1 Termination Notice. This Agreement may be terminated with one hundred eight (180) days written notice by either party for a material breach of this Agreement. In its written notice of termination, the terminating party shall provide the basis for the material breach. The non-terminating party shall have the opportunity to rectify the material breach within the 180 day time period. The parties shall engage in the mandatory dispute resolution provision in Section 12 of this Agreement prior to termination of the Agreement.

11.2 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

Library: City of Spokane Public Library
Executive Director
906 W Main Ave
Spokane, WA 99211

11.3 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 upon one hundred eighty (180) days notice to the other

12. 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 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.

13. 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.

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

15. 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.

16. RCW 39.34 Required Clauses.

16.1 Purpose. See Section 2 above.

16.2 Duration. See Section 4 above.

16.3 Organization of Separate Entity and Its Powers. No new or separate legal or administrative entity is created to administer the provisions of this Agreement.

16.4 Administration. See Section 3 above.

16.5 Responsibilities. See provisions above.

16.6 Agreement to be Filed. The Library 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.

16.7 Financing. Each party shall be responsible for the financing of its contractual obligations under its normal budgetary process.

16.8 Termination. See Section 11 above.

16.9 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

Linda McDermott

Dr. Linda McDermott
Associate Superintendent, School Support Services

7/17/2019
Date

CITY OF SPOKANE LIBRARY

Andrew Chanse

Andrew Chanse
Executive Director

7.16.19
Date

Attest:

Terri Hefter
City Clerk

Approved as to form:

Nicholas P. Smith
Assistant City Attorney



I HEREBY CERTIFY THIS IS A TRUE AND ACCURATE COPY
OF THE ORIGINAL WHICH IS ON FILE IN THE OFFICE
OF THE CITY CLERK

Terri Hefter
CITY CLERK

SEAL: CITY OF SPOKANE
COUNTY OF SPOKANE
STATE OF WA

8/9/19
DATE

EXHIBIT A

Spokane Public Schools (SPS) City of Spokane Library (Library) Joint Use of Facilities Scheduling Procedures

I SPS/Library Joint Use Agreement

The SPS/Library Joint Use agreement is a partnership between SPS and Library to allow reciprocal use of facilities owned by both parties.

II Authorization Protocol

- a. Library Executive Director or designated staff are authorized to make requests on behalf of Library or approve requests.
- b. SPS staff authorized to make requests on behalf of SPS or approve requests from Library are the Event Services Team or designated staff.

III SPS and Library Facilities & Availability

- a. Property owner has first priority for scheduling their facilities. Second priority is given to the joint use partner under this agreement.
- b. School facility use is limited to administrative sites during school days.
- c. *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 multipurpose room are separate from each other.) All other sites are available at 5:15 pm. Express site information is available online at:
- d. The latest that an activity at an SPS Facility can be scheduled to end is 9:30pm unless otherwise approved by SPS Event Services. The latest that an activity can be scheduled at an Library Facility is the regular scheduled closed unless approved by Library Executive Director or designee.
- e. Library may request building use on a non-student day however use may be limited to custodial staffing hours. If the event is outside of regular custodial hours direct costs will apply. In general, custodial coverage is available until 3 pm on non-student days; after 3 pm on non-student days a fee for custodial services is charged.

IV. Required Time Line

There will be a required annual meeting no later than the first week of August to establish deadlines for the year. An agenda with required topics is included as Exhibit C.

V. Facility Use Cancellations or Changes

- a. Cancellation and changes of scheduled events must be communicated to the facility owner at least three (3) working days prior to the event.
- b. In the event of a scheduling conflict, the facility owner must notify the user and relocate or reschedule the cancelled event. Cancellation for a conflict should be communicated at least five (5) days prior to an event.
- c. For SPS facilities changes to scheduled events shall be submitted through e-mail to the Event Services Team at eventservices@spokaneschools.org. In the event of a later cancellation a call must be made to Event Services at 354-7167.
- d. For SPL facilities changes to scheduled events shall be submitted through e-mail at ask@spokanelibrary.org. In the event of a later cancellation a call must be made to 444-5300.
- e. If schools are closed due to weather all scheduled usage is cancelled.

VI. Scheduling

- a. SPS programs to take priority in SPS facilities and Library programs to take priority in Library facilities.
- b. Use of SPS facilities shall be scheduled through Event Services. Requests should be sent to
- c. Use of Library facilities shall be scheduled through the online scheduling system for use during regular library hours. For use outside of regular hours, use shall be scheduled by submitting an e-mail request to ask@spokanelibrary.org
- d. When scheduling a continuing event, at least one make-up day shall be designated in case of cancellation.

VII. Fees

- a. There will be no rental fees between the parties.
- b. There will be charges for direct costs outside of regular custodial hours.
- c. Additional fees for equipment replacement, extraordinary maintenance costs, or other infrequently occurring costs we be funded as mutually agreed upon.

VIII. Sign-up Process to be Eligible to Use Facilities

Rules for facility usage must be completed by the requestor prior to the scheduled start date. In order to gain access to facilities instructors/coaches are required to have a copy of their signed documents available while utilizing the facilities. Without these documents instructors/coaches may not be allowed access into the facility.

EXHIBIT B

SPL/SPS Annual August Meeting Agenda

(Meeting to be held no later than the first week of August year)

1. Update contact list
2. Review school calendar
3. Discuss needs of each program and problems solve any challenges
4. Review deadlines for priority submission of schedules
5. Review scheduling details
6. Review rules for use and process for collection of signed rules
7. Review current rate schedules for direct costs
8. Facility/field projects that impact availability
9. Discuss any program changes that may impact other programs
10. Changes to facility/program hours
11. Equipment, maintenance and other needs
12. Discuss any operational changes or concerns
13. Other

Agenda meeting notes to be distributed to all meeting participants by e-mail and retained as documentation of operating protocols.