



**Interlocal Agreement Associated
with the Spartan Field
between
Quillayute Valley School District
and the
City of Forks**



This Interlocal Agreement for the Development, Maintenance, Scheduling and Operations of Spartan Field ("Agreement"), is made and entered into this 29th day of February, 2016 by and between the Quillayute Valley School District No. 402, a Washington municipal corporation (the "District") and the City of Forks, a Washington municipal corporation (the "City").

WITNESSETH:

WHEREAS, the District and the City are mutually interested in supporting programs for the community in the areas of athletics, recreation and education; and

WHEREAS, the governing bodies of the City and District are authorized pursuant to RCW 39.34 to make the most efficient use of their powers by enabling them to cooperate and enter into agreement with each other; and

WHEREAS, the District is responsible for the public education of the students in the community, including physical education and athletic activities related to the educational program; and

WHEREAS, the City, in partnership with the District, applied for and received a Washington State Recreation and Conservation Funding Board Youth Athletic Facilities grant (YAF grant) in the sum of two-hundred and fifty thousand dollars (\$250,000) to undertake the renovation of Spartan Field; and

WHEREAS, the District will retain ownership of the improved Spartan Field of which the YAF grant is a portion of the total project costs;

WHEREAS, a condition of the YAF grant requires that Spartan Field be available for a broader community use when not already scheduled for District use; and

WHEREAS, the City and District need to establish a 25 year relationship delineating the duties and responsibilities associated with Spartan Field and the City's receipt of the YAF grant on behalf of the District and the community; and

WHEREAS, the City and the District are mutually interested by means of this Agreement to establish the parameters of the long term relationship associated with Spartan Field that ensures its use for the benefit of both the schools and the overall community; and

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, the City and District hereby agree to cooperate with each other in carrying out the above-stated purposes, and to that end agree as follows:

AGREEMENT

Section 1: Purpose and Subject Matter

The Recitals set forth above are an important and integral part of this Agreement and are hereby incorporated by reference. The City and District have entered into this long-term agreement to address the required YAF grant obligations that are associated with the renovation of Spartan Field paid for in part with those grant funds. The YAF grant requires long term access by youth and community youth organizations to Spartan Field.

The parties agree that Spartan Field is intended primarily for school and educational purposes for the benefit of students and the school age population that reside within the District. Any conflicts under this Agreement regarding use of Spartan Field and facilities shall be resolved with the objective of meeting this primary purpose of use by District students and school age children.

Parties further acknowledge that a subrecipient agreement, attached to this document, is in place for the sole purpose of addressing the receipt, use, administration, accounting, construction, and close out of the YAF grant. This agreement address the post-construction aspects of the relationship between the parties.

Section 2: Priority of Use

- a. District shall, in consultation with the City through the Mayor and staff, develop policies and procedures for the use of Spartan Field that comport with the YAF grant requirements. Amendments to those policies and procedures will require the written concurrence of the Mayor, working with the City's Finance and Legal Departments, prior to the applicability of any amendment.
- b. District sponsored programs are to be given the first priority for the use of Spartan Field.

Section 3: Scheduling Use of Fields

- a. The District shall act as scheduling coordinator for use of Spartan Field subject to the priority provisions found above.
- b. District use of Spartan Field shall be presumed during those times found within the schedule below. Presumption of District use shall not equate to Spartan Field being unavailable for other uses, rather, the District shall utilize an application process that

allows for the requested use of Spartan Field to be considered against actual scheduled use.

Spartan Field:

September-June	Mon-Fri:	6:00 p.m. to Dusk (unlighted) 6:00 p.m. to 10:00pm (lighted)
	Sat:	8:00 a.m. to Dusk (unlighted) 8:00 a.m. to 10:00pm (lighted)

- c. District will advertise and hold at least one scheduling conference during each calendar year with user groups to ensure an equitable distribution of available time for Spartan Field which is consistent with the its Policies and Procedures.
- d. When a denial of an application for use of Spartan Field occurs, and the applicant was not a District user, the applicant may request a review of the denial by the District and the reasons for the denied use. The City, through the Mayor, may ask for additional information from both the Applicant and the District in the City's effort to resolve the denied application. If the denial of the application was due to a conflict with a publicized, scheduled use of Spartan Field, there shall be no basis for review of the denied application by the City. The City's resolution of the denied application shall give deference to the decision by the District; however, the City may instruct the District to reconsider and/or accommodate the denied applicant's request in a manner that is reasonable.

Section 5: Fees and Charges

The District may charge fees to non-District users of Spartan Field to cover actual administrative, maintenance and utility costs the District may incur with private, for-profit uses being charged a higher rate in order to provide district and non-profit organizations a reduced rate for using Spartan Field.

Section 6: Policies Regarding Use

- a. In using Spartan Field, the applicant group's policies and practices shall not discriminate against any person on the basis of any individual differences and/or characteristics including for example, but not necessarily limited to race, gender, age, disability, physical condition, sexual orientation, ethnic group or religion. As a part of his/her/its application, the applicant shall attest and certify with regard to his/her/its non-discrimination practices.
- b. In addition, the applicant group shall have policies in place to provide individuals with disabilities the opportunity to participate in activities contemplated by this Agreement.
- c. This Agreement shall be consistent with and subject to all District policies and other guidelines concerning athletic field use which may include State mandated policies associated with youth athletic activities to include such requirements as the *Zackery*

Lystredt Law-HB 1824, Section 2 (RCW 28A.600.190) and the Sudden Cardiac Arrest Awareness requirements found in RCW 4.24.660 and RCW chapters 28A.600, 28A.345 and 28A.320.

- d. The use of Spartan Field shall comply with the RCW 49.60.500 and .505 (“Fair Play in Community Sports Act”) that prohibits discrimination against any person in a community athletics program on the basis of sex. Users will, as part of the application process, be required to affirm their organization’s compliance with this act as part of their use of Spartan Field. Non-compliance will result in the denial of future use of Spartan Field to that organization.

Section 7: Security

- a. Except as provided in this section, the District shall provide general site security for the athletic fields and facilities it uses to the same extent it does for all District field and facilities. District personnel shall remain responsible for the proper supervision and protection of students under their care.
- b. Security, parking control, and crowd control are the responsibilities of the user of Spartan Field. The user shall assure that all vehicles are kept off Spartan Field away from unauthorized places. The user shall ensure that good order is maintained at all times. The user shall also certify in writing that it will comply with all of the District’s policies which address prohibited, illicit, and/or illegal substances or conduct. The user assumes full responsibility for the conduct of persons involved in the user’s activity or who are present with the consent of or invitation of the user, or as a result of the user’s activity. Such responsibility also includes the cost of repair to or replacement of property damaged or destroyed by the act or omissions of the user, its agents, or invitee. The District may require, as a condition of use, the hiring of security personnel and/or commissioned police officers.
- c. Security of gate and locks are also the responsibility of the party using Spartan Field.
- d. The user shall ensure adequate supervision of user groups utilizing Spartan Field so that regular school activities are not compromised.

Section 8: Clean-up and Maintenance

- a. The user shall be responsible for trash and garbage cleanup of Spartan Field immediately following their use/event. The District may assess fees against the user for any extra trash and garbage pickup arising from the user not leaving it in a clean condition. Failure to clean up Spartan Field, or pay any extra fees levied, may result in that user being denied future use of Spartan Field.
- b. All user-owned equipment, materials and gear shall be removed after each use. Failure to do so may result in the District removing and storing the equipment with the cost of the removal being assessed to the user.

- c. The District is responsible for the primary maintenance to the standard traditionally provided to serve its educational athletic programs.

Section 9: Advertising

Approved users may advertise their activities in accordance with District established policies and applicable portions of the City's sign code. The District may require written approval prior to such advertising.

Section 10: Maintenance and Renovations

- a. The District reserves the right to improve, renovate and install equipment on Spartan Field as necessary to support its academic, and/or athletic programs without restriction, provided that such improvement, renovation, and/or installation does not adversely impact the use of Spartan Field pursuant to the YAF grant provisions. The District will keep the City informed of significant improvements prior to their occurrence. The District will provide adequate and reasonable notice for such significant improvement in order to permit the City to consult with the RCFB/RCO to determine if there would be an adverse impact to the expected use of Spartan Field funded by the YAF grant provisions. If concerns arise, the City and District will work to resolve those in a quick and reasonable fashion.
- b. The cost of maintaining and operating Spartan Field will remain the duty and obligation of the District, and the Districts agree to maintain such areas in good condition during the period of this agreement.

Section 11: Conflict Resolution

- a. If either party believes that the other party is not fulfilling the obligations established by this Agreement, that party shall give written notice of its complaint to the other party. The party receiving the complaint shall, within 15 calendar days, correct the situation and confirm the correction in writing or reject the complaint and why a remedy cannot be achieved.
- b. If the City and District representatives are unable to resolve the complaint, the District's Superintendent and the City's Mayor agree to meet to resolve the complaint.
- c. If the parties are unable to resolve the conflict after engaging in the above process after ninety (90) days or upon a mutually agreed upon date, then either party may terminate the Agreement as provided for herein.

Section 12: Terms of Agreement

- a. The initial term of this Agreement shall commence on final approval by the governing bodies of the District and the City and the term shall end twenty-five (25) years thereafter. Either party may unilaterally, with cause following the completion of the conflict resolution steps found in Section 11 above, terminate this Agreement by providing not less than six (6) months written notice.

- b. Should the Agreement be terminated prior to the expiration of the applicable term, the District will be responsible for Spartan Field; and for securing a release from RCFB/RCO of any future liability for both the District and the City. Any applicable reimbursement shall be based on the straight line depreciated value of the improvement unadjusted for inflation based on a twenty-five (25) year useful life for the Spartan Field improvements. In no case can the District be held liable for an amount that exceeds the original YAF grant award amount.

Section 13: Operating Rules

The District, collaborating with the City, shall develop fees, policies and operating rules for Spartan Field consistent with state law, adopted District policies, regulations, procedures and, where applicable, adopted City ordinances, policies and resolutions to ensure the safety and welfare of all athletic field and facilities users.

Section 14: Indemnification

The District agrees to protect, defend, hold harmless, indemnify the City, its officers, employees, and agents from any costs, claims, judgments, awards or liability for damage caused by any act or omission by the District that arises out of the use, maintenance or operation of the District-owned Spartan Field when community users are using such athletic fields or facilities in a manner associated with the YAF grant program associated with this Agreement, where such injury or damage is not attributable to some act or omission of the City. If the City incurs any fees, expenses and/or costs, including reasonable attorney's fees, to enforce the provisions of this article, all such fees, expenses and costs shall be recoverable from the District.

INDEPENDENT STATUS OF DISTRICT AND CITY: The parties to this contract, in the performance of it, will be acting in their individual capacities and not as agents, employees, partners, joint ventures, or associates of one another. The employees or agents of one party shall not be considered or construed to be the employees or agents of the other party for any purpose whatsoever.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the DISTRICT and the City of Forks, its officers, officials, employees, and volunteers, the DISTRICT's liability hereunder shall be only to the extent of the DISTRICT's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the DISTRICT's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

Section 15: Insurance

- a. General Understanding Regarding Insurance:

1. Each party shall maintain their own insurance and inform their insurance carrier or provider of this agreement;
 2. District shall ensure that all applications note that the insurance required of users will name by endorsement the District and the City as an additional insured.
 3. District will set the insurance coverage amount required by all users at the same amount and may adjust this upon advice of the District's insurance provider without consultation to the City; provided that the coverage required does not reduce the coverage initially established by the District and approved by the City.
- b. District Liability Coverage. This Section shall apply: (1) when the District is using District owned facilities leased by the City under a separate Agreement that references and incorporates this Agreement, and (2) to liabilities or incidents arising out of acts or omissions by the District from the use, maintenance or operation of District owned facilities pursuant to a City program or assignment as contemplated in this Agreement, where such injury or damage is not attributable to some act or omission of the City.

1. Nature of Coverage.

- (a) The District shall maintain commercial general liability coverage or shall obtain a coverage agreement through a Risk Pool authorized by Chapter 39.34 RCW which shall provide liability coverage to the District for the liabilities contractually assumed by the District in this Agreement, and arising out of the activities pertaining to this Agreement.
- (b) By requiring such liability coverage, the City shall not be deemed to, or construed to, have assessed the risks that may be applicable to the District in this Agreement. The District shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits or broader coverage than is herein specified.

2. Scope and Limits of Liability Coverage. Coverage shall be at least as broad as:

- (a) General Liability: Commercial General Liability shall be written on an occurrence form, with a limit of not less than: \$1,000,000 per occurrence.

The policy or coverage agreement shall include but not be limited to:

- (i) coverage for premises and operations, advertising injury;
- (ii) contractual liability (including specifically liability assumed herein);

- (iii) Employers Liability or "Stop-Gap" coverage of \$1,000,000 each accident, \$1,000,000 disease each employee and \$1,000,000 disease policy limit.
 - (b) Automobile Liability: Business Automobile Coverage, for a limit of not less than \$1,000,000 combined single limit.
 - (c) Workers' Compensation: Workers' Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, statutory limits.
- 3. Deductibles and Self-Insured Retentions. Any deductible and/or self-insured retention shall be the sole responsibility of the District.
- 4. Other Provisions. The coverages required by this Agreement are to contain or be endorsed to contain the following provisions where applicable.
 - (a) Liability Coverages. The District's liability coverage shall be primary coverage as respects the City, its officers, officials, employees, volunteers, and agents. Any insurance and/or self-insurance maintained by the City, its officers, officials, employees, and agents shall not contribute with the District's Coverage or benefit the District in any way unless any injury or damage is attributable to some act or omission of the City.
 - (b) All Coverage Agreements. Coverage shall not be suspended, voided, canceled, materially reduced in coverage or in limits except by the reduction of the applicable aggregate limit by claims paid, until after forty-five (45) days prior written notice, sent by registered mail, has been given to the City.
 - (c) Acceptability of Insurers. Unless otherwise accepted by the City, insurance coverage is to be placed with a Risk Pool authorized by Chapter 39.34 RCW or insurers with a Best's rating of no less than A: VIII, or, if not rated by Best's, with minimum surplus the equivalent of Best's surplus size VIII.
 - (d) Verification of Coverage. The District shall furnish the City with evidence of coverage to be received and accepted by the City prior to the commencement of activities associated with this Agreement. Acceptance hereunder shall be presumed unless otherwise notified by the City.
- c. City Liability Coverage. This Section shall apply in all circumstances when the City is leasing, using or operating District owned facilities.

1. Nature of Coverage.

- (a) The City shall maintain liability coverage via the membership in the Association of Washington Cities Risk Management Service Agency (AWC RMSA), a Municipal Pool, for the liabilities contractually assumed by the City in this Agreement, and, arising out of the activities pertaining to this Agreement.
- (b) By requiring such liability coverage, the District shall not be deemed to, or construed to, have assessed the risks that may be applicable to the City in this Agreement. The City shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits or broader coverage than is herein specified.

2. Scope and Limits of Liability Coverage. Coverage shall be at least as broad as:

- (a) General Liability: Commercial General Liability, with a limit of not less than: \$1,000,000 per occurrence, \$2,000,000 aggregate

The policy or coverage agreement shall include but not be limited to:

- (i) coverage for premises and operations;
- (ii) contractual liability (including specifically liability assumed herein);
- (b) Automobile Liability: Business Automobile Coverage, for a limit of not less than \$1,000,000 combined single limit.
- (c) Workers' Compensation: Workers' Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, statutory limits.

3. Deductibles and Self-Insured Retentions. Any deductible and/or self-insured retention shall be the sole responsibility of the City.

4. Other Provisions. The coverages required by this Agreement are to contain or be endorsed to contain the following provisions where applicable.

- (a) All Coverage Agreements. Coverage shall not be suspended, voided, canceled, materially reduced in coverage or in limits except by the reduction of the applicable aggregate limit by claims paid, until after forty-five (45) days prior written notice, sent by registered mail, has been given to the District.
- (b) Acceptability of Insurers. Unless otherwise accepted by the District, and if the City obtains commercial insurance, insurance coverage is to be placed with a Best's rating of no less than A: VIII, or, if not rated by Best's, with minimum surplus the equivalent of Best's surplus size VIII.

- (c) Verification of Coverage. The City shall furnish the District with evidence of general liability coverage to be received and accepted by the District prior to the commencement of activities associated with this Agreement. Acceptance hereunder shall be presumed unless otherwise notified by the District.

Section 16: Assignment

Neither party will assign its rights or responsibilities under this Agreement without written authorization of the other party.

Section 17: Severability

If any term or clause of this Agreement is held invalid or unenforceable, the remainder of the Agreement will not be affected, but shall continue in full force.

Section 18: Notice

Each notice or other communication which may be or is required to be given under this Agreement, shall be in writing and shall be deemed to have been properly given when delivered personally during normal working hours to the party to whom such communication is directed, or three (3) working days after being sent by regular mail, to the appropriate one of the following addresses as may be designated by the appropriate party:

If to the City:	Audrey Grafstrom Clerk/Treasurer City of Forks 500 East Division Street Forks, WA 98331
If to the District:	Diana Reaume Superintendent Quillayute Valley School District 411 South Spartan Avenue Forks, WA 98331

Section 19: Non-Waiver

Failure of either party to insist upon the strict performance of any term of this Agreement will not constitute a waiver or relinquishment of any party's right to thereafter enforce such term.

Section 20: Integration

This writing contains all terms of the parties' agreement on this subject matter. Modifications must be in writing and be signed by each party's representative.

Section 21: Filing

Pursuant to RCW 39.34.040, the City will file this Agreement with the County Auditor. Further, it will be placed on the City and District's web-site or other electronically retrievable public source.

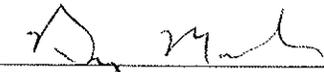
IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed on their behalf.

Quillayute Valley School District

City of Forks



Diane Reaume, Superintendent



Bryon Menohon, Mayor

MAP OF SPARTAN FIELD



Quillayute Valley School District Athletic Field Use Procedure

Due to the limited number of youth football/soccer athletic fields available in the City of Forks, the Quillayute Valley School District has established the following Athletic Field Use Procedure for the allocation and use of the QVSD Athletic field. Essential to this is the understanding that non QVSD use may need to obtain reimbursement for the costs associated with the utilities, set up and clean up of the field following the completion of the approved use.

Athletic Field Use Procedure

The Quillayute Valley School District recognizes the necessity to afford Forks residents the opportunity to rent athletic fields owned by the Quillayute Valley School District. Quillayute Valley School District will charge fees to recover costs to operate, maintain and administer the use of the athletic field.

The Quillayute Valley School District has established the following priority use.

Priority Group Qualification: Groups 1 – 6

Priority use of QVSD Athletic field will be allocated as follows:

Priority Group 1 (No rental Fees): All Quillayute Valley School District academic events or school related athletic field use.

Group 2 (No Rental Fees): West End Youth League and other Non-Profit Youth Athletic Clubs and Organizations within the boundary of Quillayute Valley School District.

Group 3 (25% Discount Rental Fees): For Profit Youth Athletic Clubs and Organizations, that give discounts or award scholarships to low-income athletes (*these organizations must provide the Quillayute Valley School District with a copy of their low-income assistance policy*).

Group 4: Individuals, for profit Youth Athletic Clubs and other Organizations, and businesses.

Quillayute Valley School District will attempt to honor all field space requests received. When there are field space allocation conflicts, Quillayute Valley School District will refer to the priority use groups to award use. Effort will be made to find a suitable alternate facility agreed upon by both parties. Appeals may be directed to the City of Forks.

If you have any questions regarding this letter or the discount policy for youth athletic clubs and organizations that give discounts and/or scholarships to low-income athletes please contact the Quillayute Valley School District Facilities Department at 360-374-6262 ext 109.