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 INTERLOCAL AGMT WHITMAN COUNTY

Return to:
 City of Pullman
 P.O. Box 249
 Pullman, WA 99163

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 COUNTY TITLE INTERLOCAL AGMT WHITMAN COUNTY

Document Title: RESOLUTION NO. R-45-99 - A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF PULLMAN AND PULLMAN SCHOOL DISTRICT NO. 267, FOR THE PURPOSE OF SHARING OF CERTAIN PROPERTY.

Reference Number(s) of Related Documents: None

Grantors: Pullman School District No. 267, a municipal corporation of the state of Washington

Grantee: City of Pullman, a municipal corporation of the state of Washington

Legal Description: N/A

1. N/A

SUBDIVISION	SECTION	TOWNSHIP	RANGE	MERIDIAN

2. Additional legal description: N/A

Assessor's Property Tax Parcel Numbers:
 N/A

WA 1894

RESOLUTION NO. R-45 -99

A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF PULLMAN AND PULLMAN SCHOOL DISTRICT NO. 267, FOR THE PURPOSE OF SHARING OF CERTAIN PROPERTY.

WHEREAS, the City Council for the City of Pullman has before it an Interlocal Agreement entitled "Interlocal Agreement Relating to the Sharing of Certain Property by Pullman School District No. 267 and the City of Pullman" which is attached hereto and marked as Exhibit "A"; and,

WHEREAS, this Council believes it to be in the best interests of the City of Pullman to authorize the execution of said Agreement; now, therefore,

IT IS HEREBY RESOLVED that the Mayor and the Finance Director be and they are hereby authorized and directed to execute the agreement for said services and to deliver an executed copy thereof to Pullman School District No. 267.

IT IS FURTHER RESOLVED that the Mayor and Finance Director are each hereby authorized and directed to take such further action as may be appropriate in order to effect the purpose of this Resolution and the Agreement authorized thereby.

BE IT FURTHER RESOLVED that executed copies of said Agreement shall be filed with the Whitman County Auditor and the Finance Director of the City of Pullman.

ADOPTED by the City Council of the City of Pullman at a regular meeting held on the 25th day of May, 1999.

DATED this 26th day of May, 1999.



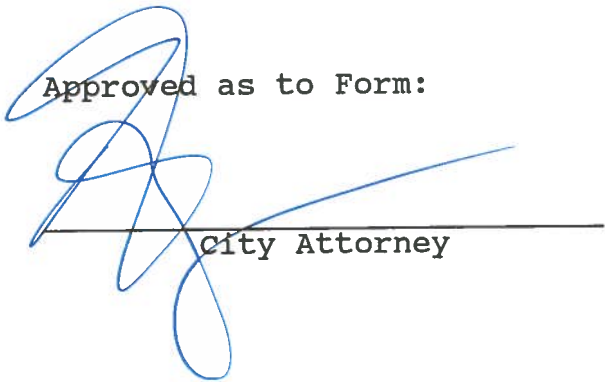
Mayor

ATTEST:



Finance Director

Approved as to Form:



City Attorney

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INTERLOCAL AGMT WHITMAN COUNTY

AN INTERLOCAL AGREEMENT RELATING TO THE SHARING OF
CERTAIN PROPERTY BY PULLMAN SCHOOL DISTRICT NO. 267
AND THE CITY OF PULLMAN
(RCW Chapter 39.34)

THIS AGREEMENT is between the CITY OF PULLMAN, a municipal corporation of the state of Washington (hereinafter referred to as the "City"), and PULLMAN SCHOOL DISTRICT NO. 267, a municipal corporation of the state of Washington (hereinafter referred to as the "School District"), and is entered into pursuant to the Washington Interlocal Cooperation Act.

The City and the School District wish to further their cooperation in the joint use of City and School District property to facilitate community access and accomplish programs for their respective benefit. The City and the School District have previously entered into interlocal agreements establishing duties and responsibilities for their respective properties and by this agreement they wish to consolidate, simplify, and agree on the terms and conditions of their future and continuing use.

This Agreement recognizes that School District facilities are primarily for School District use and that City facilities are primarily for City use.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS TO BE KEPT AND PERFORMED BY THE PARTIES HERETO, IT IS AGREED AS FOLLOWS:

1. PURPOSE

The purpose of this Agreement is to enable the parties to make the most efficient use of their property for the benefit of community access by setting forth terms and conditions of continuing use generally applicable to all property involving dual use by the City and the School District. These provisions

apply to all joint-use and jointly-operated property, identified in the attached schedules. The specific terms and conditions unique to the properties set forth in paragraphs 6, 7, 8, and 9 shall take precedence over all other previously existing provisions.

2. ADMINISTRATION

No new separate legal or administrative entity is created to administer this Agreement. Representatives of the City's Public Services Department and the School District administration shall meet during the month of June of each year, or as required, in order to review the preceding twelve months under this Agreement and to make recommendations, if necessary, to the City Council of the City and to the School District's Board of Directors for the succeeding contract year and at such other times as the parties deem necessary to provide for the administration of this Agreement.

3. MAINTENANCE AND CAPITAL

Each party to this Agreement shall be responsible for maintaining its joint-use property, real or personal, except as hereafter provided. Any party contemplating capital improvements to the other party's property or facilities, shall gain advance approval from the other party before the capital expenditure is made with such approval to include terms and conditions as deemed appropriate by both parties.

4. TERM

The term of this Agreement shall be from the date of execution by both parties through August 31, 1999, and may continue thereafter for successive one-year periods unless sooner terminated by either party. The Agreement may only be terminated by August 31 of any year by either party upon giving

written notice to the other party at least one calendar year prior to the termination.

5. AGREEMENT AS TO USE OF JOINT-USE PROPERTY

- 5.1 This Agreement affects owner-identified property for joint use listed in Schedules "A", "B", and "C" attached hereto. Property may be added from time to time by the owner/host. Property may be deleted by notice in accordance with the time frame in Paragraph 4.
- 5.2 The School District's joint-use property consists of public school buildings and athletic and play fields, and such other facilities and property identified from time to time by the School District and included in Schedule A attached hereto and incorporated by reference herein.
- 5.3 The City's joint-use property consists of parks, athletic and play fields, tennis courts, and restrooms, and such other facilities and property identified from time to time by the City, and included in Schedule B attached hereto and incorporated by reference herein.
- 5.4 Property jointly operated by the parties is included as Schedule C attached hereto and incorporated by reference herein.
- 5.5 No rental or expenses shall be charged for the use of any property or facilities covered by this Agreement; except as required hereafter by paragraphs 6, 7, 8, and 9.
- 5.6 The City and the School District agree that the facilities and other property, together with the associated costs of supplies, utilities, personnel

and other costs for maintaining their respective property to enable and further community access based on joint use, is sufficient and valuable consideration for the joint-use identified herein unless otherwise specified in writing by the parties.

- 5.7 The City and the School District agree to maintain property liability insurance for losses due to use on property each owns and for activities wherever conducted.
- 5.8 The City's Public Services Department shall supervise all of its programs and activities conducted on School District property and shall, at the end of any session of use, return all items used to their normal storage areas.
- 5.9 The School District shall supervise all of its programs and activities conducted on City property and shall, at the end of any session of use, return all items used to their normal storage areas.
- 5.10 All requests for the use of joint-use property shall be timely made as hereafter provided on the standard application form used by each entity for requesting use of the other entity's facilities as hereafter provided. The parties will use their best efforts to coordinate and commit to firm schedule requirements in order to accommodate the needs of each other, consistent with the needs and programs of each. Complete schedules will be kept as well as future projections of use as are reasonably practical.



- 5.10.1 The City's Recreation Superintendent shall exchange requests for use of property and facilities covered by this Agreement with the appropriate School District building administrator(s). The School District shall designate building administrator(s) for each School District facility as set forth in Exhibit "E". For use of City facilities, appropriate School District administrator(s) shall schedule through the City Recreation Superintendent. All requests should be submitted for approval in accordance with the following schedule, unless other intervals are mutually agreeable to the parties: August 1 for uses between September 1 and October 31; by October 1 for uses between November 1 and December 31; by December 1 for uses between January 1 and March 31; by March 1 for uses between April 1 and May 31; and by May 1 for uses between June 1 and August 31. The scheduling docket shall be finalized no later than one week following the request for approval. Except for cancellations or rescheduled events, parties shall not advertise activities within the other party's facilities without confirmed scheduling approval.
- 5.10.2 It is the intention of this Agreement that the City and the School District exchange their respective requirements for each



other's property and the requirements for uses of the other's property, except as set forth herein. Each party shall have priority for its own activities or its own property. However, once scheduling is completed, except in exceptional circumstances, the City and the School District shall give priority to scheduled uses agreed to during the periodic scheduling meeting.

5.10.3 Any facilities not requested by the above dates for the specific period shall be made available on a space available basis in use in accordance with the other's policy on a first come, first serve basis.

5.11 Should any scheduled use of the joint-use property be canceled, the party canceling shall promptly notify the other party.

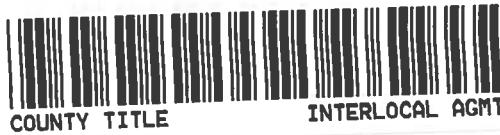
6. MILITARY HILL PARK AND ROWLAND ATHLETIC COMPLEX

The Military Hill Park/Rowland Athletic Complex shall be jointly maintained. Equipment needs and maintenance responsibilities will be reviewed annually by the School District Activities Director and Facilities Director and the City's Public Services Director and Superintendent of Parks.

7. AQUATIC CENTER.

7.1 When the aquatic center is transferred from the Pullman Education Foundation to the School District, the School District will then own the aquatic center.

- 7.2 The City agrees to operate and maintain the aquatic center following construction subject to the requirements and conditions in this agreement.
- 7.3 The parties shall agree on the charges applicable to use by third parties. In the event expenses of operation exceed revenues, the parties agree to pay, in equal shares, the amount of any deficit on an annual basis based on actual operations. The School District agrees to make payment within 30 days of receipt of City invoice. In the event of a dispute as to the amount owed, the School District agrees to pay 90% of the invoiced amount and to meet and confer with the City on the disputed amount. In the event revenues exceed expenses, any surplus shall be retained as a reserve fund for future repairs or improvements to the aquatic center.
- 7.4 The City shall be responsible for budgeting for the operation of the aquatic center and shall keep the School District informed of its financial performance.
- 7.5 In the event of any repairs, improvements, or furnishings mutually agreed to by the parties, the City and School District agree to apportion such expenses in equal shares.
- 7.6 Survival. The terms and conditions of this paragraph 7 shall survive the termination of this Agreement and shall remain in effect during the useful life of the Aquatic Center.
- 7.7 On an annual basis, the City shall consult with the School District regarding the scheduling of pool activities. The City shall then have priority in



establishing public swim periods. Other uses will be subject to scheduling in accordance with Paragraph 5.10. The City and School District will cooperate in the scheduling to accommodate each party's swim time.

8. PIONEER CENTER

8.1 Pioneer Center is owned by the School District.

8.2 In exchange for the City making capital improvements to the gym, its share of the common area, the 1957 portion of the buildings and the grounds, the School District agrees to grant the City a lease in perpetuity for the aforementioned areas. The School District shall have access to the City's portions of the building and the City shall have access to the School District's portions of the building as provided in Section 5.10.

8.3 The City shall be responsible for the cost of operating the heating, ventilation, and air conditioning (HVAC) systems for the gym, the 1957 portion of the building and half the HVAC costs for the common area. The common area is shown in Schedule "D".

8.3.1 The School District and the City shall meet and agree upon an equitable cost sharing for the HVAC system and the construction of the parking lot.

8.4 The City and School District shall be responsible for custodial services for their respective areas of the building. The common area shall either be jointly maintained or maintained by the respective parties on a rotating basis.





- 8.5 The City shall maintain the outside grounds including the playfield area.
- 8.6 The School District shall pay the water/sewer bill for the entire building.
- 8.7 The City will pay the water bill for the grounds.
- 8.8 The City and School District shall be responsible for the repair, maintenance, and improvement of their respective portions of the building. The City shall be responsible for improvements to the grounds.
- 8.9 The parties agree to jointly agree upon improvements to the exterior of the building in order to achieve design consistency.
- 8.10 The School District and the City agree to meet annually to review the Pioneer Center Agreement.
- 8.11 Survival. The terms and conditions of this paragraph 8 shall survive the termination of this Agreement and shall remain in effect during the useful life of the Pioneer Center.

9. SUNNYSIDE GYMNASIUM

- 9.1 Background. The Sunnyside Gymnasium is the result of joint City and School District funding to provide an enlarged gymnasium to accommodate the combined programs of the City and the School District.
- 9.2 Survival. The terms and conditions of this paragraph 9 shall survive the termination of this Agreement and shall remain in effect during the useful life of the gymnasium.
- 9.3 The scheduling requirements contained in paragraph 5.1 are modified as follows for purposes of use and scheduling of Sunnyside Gymnasium. The gymnasium





shall be made available to the City upon the following terms and conditions:

9.3.1 The School District shall have use of the gymnasium until school ends on school days scheduled Monday through Friday. The School District shall be allowed a reasonable period of time (normally approximately 15 minutes) to remove volleyball nets or other equipment before the gym is released for City use.

9.3.2 The City shall have use of the gymnasium subject to school district maintenance after school on school days, anytime Saturday or Sunday, on school holidays or during school vacations. The City shall be responsible for scheduling and supervising third party use during its period of use/control.

9.3.3 Should mutual agreement not be reached on scheduling resulting in both parties desiring to use the gymnasium at the same time, then each party shall be entitled to use one-half of the gymnasium.

9.3.4 All requests for use of the gymnasium after school Monday through Friday or Saturday or Sunday by groups sponsored by the School District or the City shall be made to the City Public Services Department and will only be authorized after approval by the City and the School District.



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- 9.3.5 No rental shall be charged the City for use of the gymnasium by the City for the purpose of sponsoring recreational programs and events offered by the Public Services Department of the City.
- 9.3.6 The City shall supervise all of its programs and activities conducted in the gymnasium.
- 9.3.7 The City and the School District shall return all equipment and supplies to their storage areas after use of the gymnasium.
- 9.3.8 The City and the School District agree that each will pay 50% of the cost of maintenance, painting, improvements, alterations, repair or replacement mutually approved.
- 9.3.9 Except as provided in paragraph 9.3.8, the School District shall have the sole responsibility for the maintenance of the gymnasium, at no cost to the City.
- 9.3.10 Each party shall be responsible for damages incurred by their respective programs.



10. RIGHTS NOT ASSIGNABLE

Neither party shall assign any rights hereunder to any other person or entity governmental or otherwise, without the prior written approval of the other party.

11. EFFECTIVE DATE AND FILING REQUIREMENTS

This Agreement shall be effective upon execution by the parties and accomplishment of all filing requirements with the



Whitman County Auditor, the City Clerk of the City of Pullman and the Secretary of State of the state of Washington.

12. HOLD HARMLESS

Each party hereby covenants and agrees to hold the other party harmless from any liability of any nature whatsoever arising out of injury to persons or property as a result of its own activities under this Agreement.

13. ENTIRE AGREEMENT

This Agreement embodies the entire Agreement between the City and the School District. No alteration or variation of terms of this Agreement shall be valid unless made in writing and signed by the parties hereto. Oral understanding or agreements not incorporated herein shall not be binding.

14. NOTICES

All notices to be given under this Agreement shall be given as follows:

14.1 Notice to the City: Director of Public Services, City of Pullman, P.O. 249, Pullman, WA 99163.

14.2 Notice to the School District: Superintendent, Pullman School District No. 267, P.O. Box 429, Pullman, WA 99163

15. APPROVALS

15.1 The City Council of the City by resolution adopted at its meeting held May 25, 1999, has approved and authorized the terms of this Agreement.

15.2 The Board of Directors of School District, by motion passed at its meeting held May 26, 1999, has approved and authorized the terms of this Agreement.

16. INTERPRETATION

As a further condition of this contract, the parties acknowledge that this agreement shall be deemed and construed





to have been prepared mutually by each party and it shall be expressly agreed that any uncertainty or ambiguity existing therein shall not be construed against any party. In the event that any party shall take an action, whether judicial or otherwise, to enforce or interpret any of the terms of the agreement, the prevailing party shall be entitled to recover from the other party all expenses which it may reasonably incur in taking such action, including attorneys' fees and costs, whether incurred in a court of law or otherwise.

17. SUPERSESSION OF PRIOR AGREEMENTS

This agreement supersedes any prior agreements dealing with the specific properties described within this agreement.

CITY OF PULLMAN, a municipal corporation of the state of Washington

PULLMAN SCHOOL DISTRICT NO. 267, a municipal corporation of the state of Washington

By: *Mitchell Chace*
Mayor

By: *Jon P Anderson*
Chairperson

ATTEST: *[Signature]*
Finance Director

ATTEST: *Douglas M Nelson*
Secretary of the Board

Date: May 26, 1999

Date: May 26, 1999

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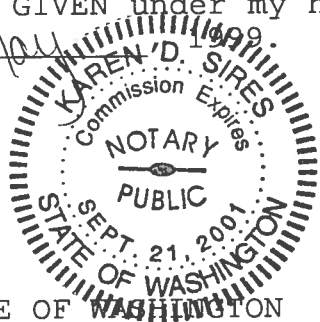
COUNTY TITLE

INTERLOCAL AGMT WHITMAN COUNTY

STATE OF WASHINGTON)
) SS.
 County of Whitman)

On this day personally appeared before me MITCHELL D. CHANDLER, MAYOR, and JOHN D. TONKOVICH, FINANCE DIRECTOR, respectively, of the CITY OF PULLMAN, A MUNICIPAL CORPORATION OF THE STATE OF WASHINGTON, the municipal corporation that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument, and that the seal affixed is the corporate seal of said municipal corporation.

GIVEN under my hand and official seal this 26th day of May, 1999.

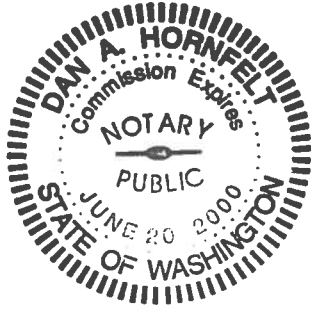


Karen D. Sires
 NOTARY PUBLIC in and for the State of Washington, residing at Pullman.
 My commission expires: 9-21-2001.

STATE OF WASHINGTON)
) SS.
 County of Whitman)

On this day personally appeared before me Jon Anderson, CHAIRPERSON, and DOUGLAS M. NELSON, SECRETARY, of the Board of Directors, respectively, of PULLMAN SCHOOL DISTRICT NO. 267, the municipal corporation that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument, and that the seal affixed, if any, is the corporate seal of said municipal corporation.

GIVEN under my hand and official seal this 26th day of May, 1999.



Dan A. Hornfelt
 NOTARY PUBLIC in and for the State of Washington, residing at Pullman.
 My commission expires: June 20, 2000.

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CITY/SCHOOL FACILITY COMPARISON & NEEDS

SCHEDULE "A"



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SCHOOL-OWNED:

School Facility	Description	Season/Dates/Times for City	City Needs/Requests
Franklin	Gymnasium	Winter All-year (many times per year)	M-Th: 3:15-5:15 p.m. Weekly scheduled classes
	Computer Lab	All-year (2-3 times per year)	Occasional classes
	Library	All-year (2-3 times per year)	Occasional classes
	Multi-Purpose Room	All-year (many times per year)	Weekly scheduled classes
	Playfield	Fall/Spring	Daily afterschool use
Jefferson	Gymnasium	Winter All-year (2-3 times per year)	M-Th: 3:15-5:15 p.m. Occasional classes
	Computer Lab	All-year (2-3 times per year)	Occasional classes
	Library	All-year (2-3 times per year)	Occasional classes
	Multi-Purpose Room	All-year (many times per year)	Weekly scheduled classes
	Playfield	Fall/Spring	Daily afterschool use
Lincoln	Gymnasium/Multi-Purpose	Seldom	Occasional use
	Computer Lab	All-year (2-3 times per year)	Occasional classes
	Football Field	Seldom	Occasional use
	Large Playfield	Fall/Spring	Saturday use
	Library	All-year (2-3 times per year)	Occasional classes
Sunnyside	Small Playfield	Fall/Spring	Saturday use
	Computer Lab	All-year (2-3 times per year)	Occasional classes
	Library	All-year (2-3 times per year)	Occasional classes
	Multi-Purpose Room	All-year (2-3 times per year)	Occasional classes
	Playfield	Fall/Spring	Daily afterschool/Saturday use
Pullman High	Baseball field	Seldom	Occasional use
	Computer Lab	All-year (2-3 times per year)	Occasional classes
	Girl's Softball field	Summer	Daily use
	Golf-Driving Range	Seldom	Occasional use
	Gymnasium	Seldom	Occasional use
	Home Ec Room	All year (many times per year)	Weekly scheduled classes
	Library	All-year (2-3 times per year)	Occasional classes
	Soccer field	Fall/Spring	Saturday use
	Theater/Auditorium	All-year (2-3 times per year)	Occasional classes

CITY/SCHOOL FACILITY COMPARISON & NEEDS

SCHEDULE "B"



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CITY-OWNED OR LEASED:

City Facility	Description	Season/Dates/Times for School	School Needs/Requests
City Hall	Council Chambers	Unknown	Unknown
	Senior Center	Unknown	Unknown
	Youth Center	Unknown	Unknown
Garden Plots	Sunnyside Park	Unknown	Unknown
	Military Hill Shelter	Unknown	Unknown
	Quann	Unknown	Unknown
	Small Football Field	Unknown	Unknown
	Upper Quann	Unknown	Unknown
Playfields	Bowman	Unknown	Unknown
	Kruegel	Unknown	Unknown
	McGee	Unknown	Unknown
	Sunnyside	Unknown	Unknown
	Thaluna	Unknown	Unknown
	Wiley	Unknown	Unknown
	1957 Addition	Unknown	Unknown
Pioneer Center	Gym	Unknown	Unknown
	Playfield	Unknown	Unknown
Parks	Kruegel Park	Unknown	Unknown
	Lawson Gardens	Unknown	Unknown
	McGee	Unknown	Unknown
	Reaney	Unknown	Unknown
	Sunnyside	Unknown	Unknown
	Terre View	Unknown	Unknown
	Outdoor - Reaney Park	Unknown	Unknown
Pools	Indoor - Aquatic Center	Unknown	Unknown
	Outdoor - Reaney Park	Unknown	Unknown
Tennis Courts	Military Hill	Unknown	Unknown
	Sunnyside Park	Unknown	Unknown
	Kruegel Park	Unknown	Unknown

CITY/SCHOOL FACILITY COMPARISON & NEEDS

SCHEDULE "C"

JOINTLY-OPERATED FACILITIES:



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Facility	City Schedule	PSD Schedule	City Maintained	PSD Maintained	City Capital	PSD Capital
Military Hill Park	Yes		Yes		Yes	
Rowland Athletic Complex	1	Yes		Yes		Yes
Pioneer Center Common Area	Yes	Yes	Yes	Yes	Yes	Yes
Pullman Aquatic Center	Yes		Yes		Yes	Yes
Sunnyside Gymnasium	2	2		Yes	Yes	Yes

Key:

- 1 City schedule during summer season only
- 2 PSD schedule -- until 3:15pm, Monday-Friday during school days only. City schedule all other times.

SCHEDULE "D"

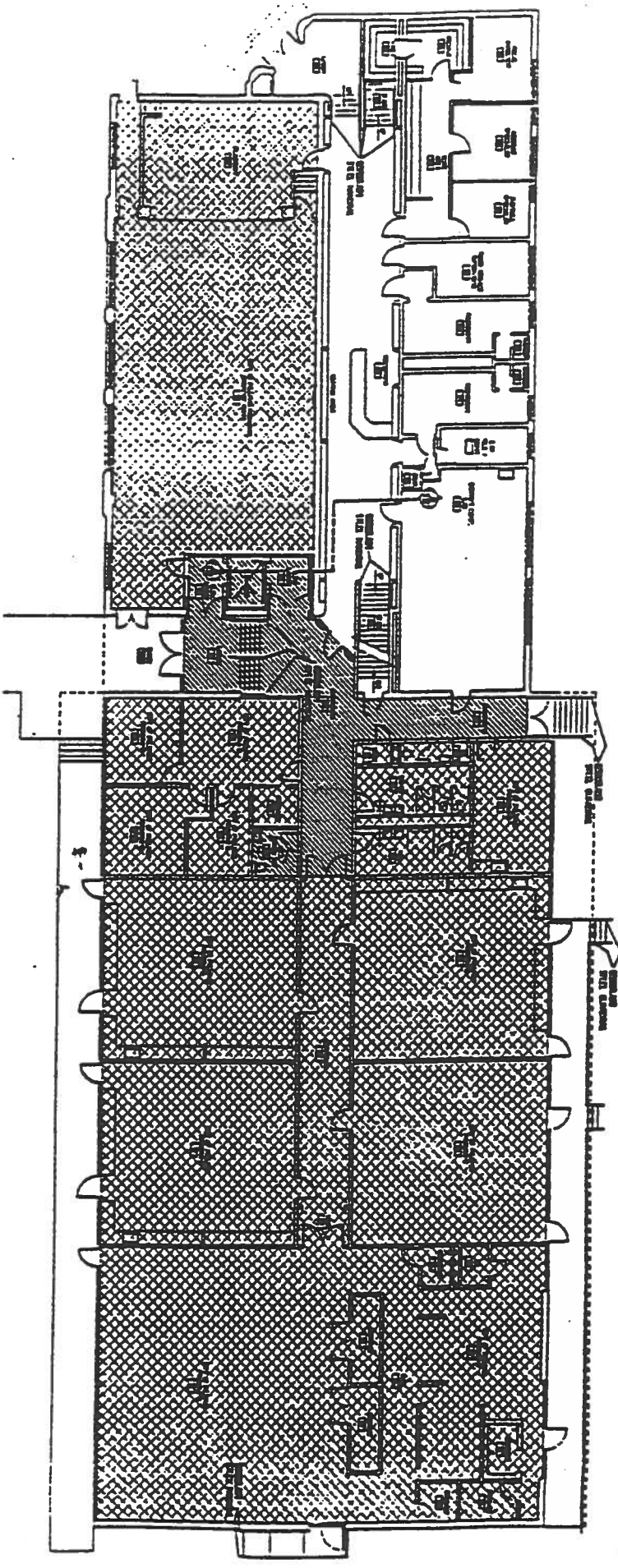




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INTERLOCAL AGMT WHITMAN COUNTY

SEE LISTING
 GENERAL USE ROOMS
 GENERAL USE ROOMS



 COTTON SPACE
 CITY OF PULLMAN



A1 MAIN LEVEL FLOOR PLAN

PROJECT: GENERAL SERVICES PULLMAN GENERAL SERVICES BLDG 400 W. PULLMAN ST. PULLMAN, WA 99130	
DATE: 08/25/99 DRAWN BY: J. J. [unreadable] CHECKED BY: [unreadable]	DATE: 08/25/99 DRAWN BY: J. J. [unreadable] CHECKED BY: [unreadable]
SHEET: 2.31 TOTAL SHEETS: 21	

CITY/SCHOOL FACILITY COMPARISON & NEEDS

SCHEDULE "E"



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SCHOOL DISTRICT FACILITY MANAGERS:

Facility	Manager
Franklin Elementary	Principal
Jefferson Elementary	Principal
Sunnyside Elementary	Principal
Lincoln Middle	Assistant Principal
Pullman High and All Other Facilities	Activities Director