



**AGREEMENT FOR JOINT USE  
OF FACILITIES BETWEEN  
SULTAN SCHOOL DISTRICT #311  
AND  
CITY OF SULTAN**

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**AGREEMENT FOR THE JOINT USE OF FACILITIES**  
**Between**  
**SULTAN SCHOOL DISTRICT #311**  
**And**  
**CITY OF SULTAN**

**THIS AGREEMENT FOR THE JOINT USE OF FACILITIES** (“Agreement”) is between **SULTAN SCHOOL DISTRICT NO. 311** (hereafter referred to as the “District”), and **CITY OF SULTAN** (hereinafter referred to as the “City”).

**DEFINITIONS**

Where used in this Agreement, these terms shall have the following meanings:

- “District” means the Sultan School District No. 311 and its respective successors and assigns.
- “City” means the City of Sultan, a municipal corporation of the State of Washington, and its respective successors and assigns.
- “Agency” means the City and the District individually, or collectively, as addressed in this Agreement.
- “Owner Agency” means the Agency who owns the facility being used.
- “Facilities” means any buildings, classrooms, multi-use rooms, auditoriums, and/or kitchens, fields, playgrounds, restrooms, tennis courts, gymnasiums, pools, parking lots or other active use and recreational areas generally accessible to the public.
- “Joint Use” means both the District and the City.

“School year” means the period of the year during which students attend Sultan School District, usually from September to June. This is decided each year in collaboration with the Sultan School District Board of Directors, the Superintendent and the Districts’ Unions.

- “School/Parks Operations Committee” is a committee providing operational coordination and planning and to provide a regular forum for problem resolution on such issues as scheduling conflicts, maintenance, security and vandalism. It will meet annually and be comprised of the appropriate District and City appointees.
- “Specialized instructional space and equipment” means instructional areas that are not traditional classrooms.

## PREAMBLE

Since 1997, the District and the City have pooled their resources to meet continuous youth and community demands for more developmental and recreational opportunities. The District and the City (together known as “the Agencies”) have cooperated in planning and jointly using separately owned facilities and grounds for the benefit of students and community members.

The Agencies support the goal of increasing community access and use of school facilities and grounds. The Agencies also agree to work together to jointly use facilities to support school children and residents during times of catastrophic emergencies for sheltering, recovery of services, and resumption of school.

While the supply has never quite matched the demand, the District/City partnership has effectively maximized the use of their respective facilities to meet community and student needs, beyond what either could do alone. In addition to creating more opportunities for their respective constituent groups, sharing facilities has led to greater efficiencies in cost and operations. The Agencies acknowledge the value of their collaboration and seek to memorialize their continued working relationship.

Furthermore, in recognition of the unique shared arrangement between City and the District, it is the intent of both Agencies that the scope of this Agreement be limited to the uses contained herein. In order to maximize the use of their facilities for the benefit of the community, the Agencies will continue to provide priority access to each other, equitably share their resources, and give priority to programs that benefit Sultan area youth.

The Agencies believe that they can best accomplish their objectives and, at the same time, encourage other community-based recreational activities by forming a cooperative partnership involving the District, the City, and the community.

**Now Therefore**, in consideration of the foregoing, the Agencies agree as follows:

## **I. VISION STATEMENT**

The Agencies have mutual interests in helping young people learn and develop recreation skills and in providing opportunities for people of all ages to participate in recreational activities. All public facilities and grounds, either owned by the City or the District, shall benefit and be used by Sultan children, adults, and families to the fullest extent possible. It is incumbent upon the District and City to develop a unified approach to serving the community's recreation needs and to cooperatively maintain City and District facilities and grounds in order to foster community and neighborhood learning and vitality.

## **II. PURPOSE OF THE AGREEMENT**

In establishing this Agreement, City and District seek to:

- A. Effectively and efficiently manage use of the Agencies' facilities and grounds for the benefit of Sultan's youth and citizens;
- B. Encourage joint use of their respective facilities and grounds and give priority usage, after the owning Agency's programming and/or on-going community obligations are met, to the requests submitted by the other Agency;
- C. Provide facilities and grounds usable for District and City programs;
- D. Explicitly waive fees and costs associated whenever possible;
- E. Establish procedures to encourage cooperative working relationships between District and City personnel at all levels and to quickly resolve issues;
- F. Encourage joint and cooperative ventures, including facility maintenance and development;
- G. Provide a framework and administrative support for collaboration and decision-making among school building staff and City facility staff;
- H. Equitably distribute the time and cost of the use of facilities and grounds; and
- I. Regularly report the outcomes of joint use to District and City personnel, elected officials, and Sultan citizens.
- J. Each party acknowledges they are responsible for the continued maintenance and upkeep of their respective facilities.

### III. GENERAL PROVISIONS OF THE AGREEMENT

- A. **Term** – This Agreement shall be for the period commencing October 1, 2018 and ending on August 31, 2023 but shall be renewable by agreement of the Agencies.
- B. **Annual Meeting** – The Agencies agree to meet during August of each year to review schedules for the following school year for all joint use activities. Such preplanning meetings will include, at a minimum, the primary facility scheduling contacts for each Agency, City Public Works Director, the District’s Maintenance & Grounds Coordinator, and at least one principal affected by any proposed changes.
- C. **Extension of Agreement** – The execution of this Agreement and a renewal or extension of this Agreement must be authorized in writing by both the District Superintendent and the City Public Works Director.
- D. **Good Faith** – The District and the City shall act in good faith to implement the terms of this Agreement.

The Agencies agree:

- A. This Agreement is intended to address and relate to those programs and activities occurring in City or District facilities that involve City and the District as partners in providing services;
- B. This Agreement is intended to enhance and not interfere with the primary missions of City and District governance;
- C. The ultimate responsibility for the use of facility space will remain with the owner of the facility; and
- D. Both Agencies recognize and respect the Agencies’ budget and administrative processes that must be used in implementing programs and services. Additionally, the Agencies recognize and respect each other’s collective bargaining agreements and the constraints related to those agreements;
- E. This Agreement is not intended to amend any of the existing leases and other property agreements between the Agencies;
- F. While the focus and priority addressed in this Agreement is on the District and City’s access of their respective facilities, both Agencies agree to cooperate to the extent possible to increase general community use.

### IV. GENERAL GUIDELINES FOR JOINT USE

- A. Each Agency will make its buildings and grounds available for use by the other Agency on a first priority basis after the scheduling requirements for its own programs have been met. A description of District and City buildings and grounds available for

joint use programming under this Agreement and agreed upon priorities are attached hereto as Appendix A.

- B. All joint use programming and activities scheduled under this Agreement will comply with the owner Agency's policies prohibiting discrimination.
- C. For the purposes of this Agreement, the criteria for such uses are as follows:
  - 1. Any instructional, information, recreational, athletic, social or community program which is initiated, organized, managed, scheduled and supervised by the owner Agency; or
  - 2. A comparable community-run recreational program (including but not limited to organizations dedicated to community youth sports, such as youth baseball, or a youth-serving community non-profit agency), that is sponsored and overseen by the owner Agency, and approved by the owner Agency's Designated Representative.
- D. For scheduling purposes, priority will be given to programs which provide direct benefit to youth. The mutual goal of the Agencies will be to maintain program continuity, giving adequate notification of scheduling changes or facility use to allow completion of a program cycle and, where necessary, to relocate programming. When possible, each Agency will assist the other in locating alternative space.
- E. Each user will maintain its joint use spaces and equipment and will cooperate in expediting repair of damage, which may occur as a result of scheduled programs.
- F. Where possible, the Agencies will pursue opportunities to develop and improve joint use facilities and equipment to support programming by both Agencies.

## V. ANNUAL JOINT USE SCHEDULING CONFIRMATION PROCESS

- A. **Joint Use Scheduling Process** – Joint use planning and decision-making will occur each September for the upcoming school year, consistent with the results of the pre-planning meeting described in paragraph III.A. above. The City will initiate the process assuming that all joint use programming scheduled the preceding year will be included in the schedule for the upcoming year unless otherwise negotiated. The priority joint uses identified in Appendix A: Joint Use Facilities and Priorities will serve as a framework for generating agreements and negotiating changes.
  - 1. Annual Confirmation of Joint Use between the Agencies
    - a. An employee designated at each facility will consolidate City and District site use requests

Unless otherwise directed in writing, the primary point of contact for the City shall be the following:

City of Sultan  
Public Works Department  
PO Box 1199  
319 Main Street  
Sultan, WA 98294  
360.793.2231

Unless otherwise directed in writing, the primary point of contact for the District shall be the following:

Sultan School District 311  
Maintenance & Grounds Department  
514 4th Street  
Sultan, WA 98294  
360.793.9820

- b. Upon decision to use a joint facility, a request will be made using the appropriate facility form, submitted to the designated representative (Appendix B).
- c. Upon receiving the application form, the designated representative will forward the form to the other agency's site representative who may either approve the proposed schedule of use and return the confirmation via email; or, contact the designated representative to discuss changes or amendments.
- d. Once the application has been approved and confirmed, the site representative will be responsible for providing any additional documents needed. The site representative will follow through with additional needs until everything has been completed.

## B. Resolving Space Availability Conflicts

- 1. When space availability issues arise, the Agencies will notify any party involved in the conflict as soon as the issue arises. The Agencies will endeavor to work cooperatively, between their Designated Representatives, to resolve the issue. The Agencies' central scheduling offices will, whenever possible, identify and provide Agencies with options or ways to accommodate the interests of both Agencies. When requests from schools conflict, the District's Athletic Office will assist in establishing priorities for athletic events and the District's Academic Division will assist in establishing priorities for school instructional and physical education programming.
- 2. If agreement cannot be reached on a scheduling request, the issue will be

referred to the Superintendent of Schools and the Public Works Director for discussion and resolution.

- C. Completing the Joint Use Scheduling Process – The City Public Works Department and the District’s Facility Department will complete the joint use scheduling process as described in V.A.1. and V.A.2. above. The Agencies will consider all negotiated school-based use agreements and schedules for centrally scheduled programs and facilities. Major special events requiring sixty (60) days cancellation notice will be identified.
- D. Amendments to Joint Use Scheduled Events – annual plans and associated use authorizations can be amended through mutual written agreement of a District principal and a City Public Works program manager. Each Agency’s central scheduling office must be notified of such amendments.
- E. **Interagency Training** – The District and City central scheduling offices currently operate a training and orientation program for key personnel involved in implementing this Agreement including school principals, secretaries, activity coordinators, coaches, community center coordinators and custodians. Topics to be covered include the history and purpose of joint use, benefits to students/families and City residents, specific provisions established by this Agreement and key implementation procedures.

## VI. PROCEDURES FOR MANAGING JOINT USE OF FACILITIES

- A. Central Coordination, Authorization of Use, Record-keeping and Problem Resolution
  - 1. The District Facility Rental Section for Schools and City Public Works Department will formally authorize building uses. Individual District principals are encouraged to meet directly with City Public Works Department coordinators to discuss availability. The City Public Works Department will formally authorize all field uses. The District Facility Rental Section for Schools and the City Public Works Department will jointly maintain the annual joint use schedule for both buildings and fields.
  - 2. Application forms for each Agency shall identify the use and program associated with use, name of person responsible for supervision, spaces and equipment authorized for use, dates and hours of use, requirements for special service and any other information required.
  - 3. The Agencies’ central scheduling offices will develop a system for maintaining accurate records of use, and tracking and reporting scheduling issues occurring under this Agreement.
  - 4. Representatives from the scheduling offices of both Agencies will be members of the Schools/Parks Operations Committee. This committee will meet monthly to provide operational coordination and planning and to

provide a regular forum for problem resolution on such issues as scheduling conflicts, maintenance, security and vandalism.

- B. **Change in Availability Notification** – The Agencies agree to honor each other’s scheduled events to the greatest extent possible and not disrupt scheduled programs. Should an unforeseen event occur which precludes a joint use activity or program from occurring, each Agency will seek to accommodate the scheduled program at an alternate facility. A minimum of two weeks (10 working days) notice is required to change a regularly scheduled program. Major special events require sixty (60) days cancellation notice. Notice requirements will not apply when the facility is not in normal or safe usable condition due to situations which are beyond the control of the owner Agency, e.g. emergency or mandatory repairs/maintenance, pool contamination or other unplanned closures, strikes, Acts of God, etc.
- C. **Changes in Policy, Budget or Organization** – When either Party contemplates a change in policy, budget or organization that could impact the joint use access of the other, that Party will notify the other Agency as soon as practicable, so that the other Agency can analyze the potential impacts and plan for the change.
- D. **Temporary Rescheduling of Priority Use** – In the event the user Agency communicates its inability to utilize its scheduled priority use, the owner Agency may pursue scheduling other uses
- E. **Single Use Requests** – Written requests to use District or City facilities, outside the annual scheduling confirmation process, should be submitted to each Agency’s central scheduling office. The central scheduling office of the requesting Agency will verify in advance with the affected school principal or City facility manager that the facility is available at the date and time requested. Please note that the request will be granted only if the allotted time and space is available.
- F. **Joint Use Program Requirements** – All programs must provide adequate supervision by adults, age 18 and above, trained in emergency procedures specified by the owner Agency. The user Agency is responsible for providing program staffing. Staffing must be sufficient to supervise program participants in entry areas, locker rooms and non-secured spaces within a facility.
- G. **Issuance of Facility Keys** – Both the school district and the City have agreed that they will not issue keys or alarm codes for uses of facilities owned and operated by each individual agency.
- H. **Sharing of Facilities and Staff Time** – Each entity agrees not to charge the other for staff time in opening, closing and maintaining of the facilities used by either party. In addition each entity agrees that they will not charge each other for the use of such facilities.

- I. **Joint Use Facility Maintenance Responsibilities** – With each use, the user Agency shall be responsible for the pre and post occupancy preparations, which may include opening and closing movable walls, unless other conditions are established by the user Agency. All joint use spaces will be returned to the condition which preceded use. Where possible, access to cleaning supplies will be provided by the owner Agency. School gymnasiums are classrooms during school hours and users must leave the space, including displays and equipment, in the condition and arrangement preceding the authorized use. The user Agency should check in with the facility custodian and establish agreement upon the pre and post use conditions.
- J. **Specialized Instructional Space and Equipment** – Specialized instructional space and equipment, other than normally associated with a gymnasium, athletic field, track, tennis court or other facility, shall be made available by each Agency to the other pursuant to availability and the terms of this Agreement. The user Agency may provide its own preparation or set up and take down of portable equipment under the supervision of a representative of the owning Agency when not in violation of union agreements. The above procedures must be noted on the use authorization.
- K. **Security Provisions** – If security staffing is needed, above and beyond that normally provided by the owner Agency, the user Agency is responsible for providing the additional staffing. Telephone numbers for reporting emergencies are listed in Appendix C.
- L. **Restitution and Repairs** – It shall be the responsibility of the user Agency to make restitution for the loss or repair of damage to a space, area, facility, or equipment which may occur as a result of scheduled programs under this Agreement.
1. **Inspection of Facilities** – The owner Agency shall, through its Designated Representative, inspect all buildings and grounds areas the next business day following the authorized use. Inspection shall be directed toward identification of damage to the facilities, fields, and equipment or missing property that may have been caused by the user Agency.
  2. **Reporting Method** – The owner Agency shall notify the user Agency of damage or loss within three (3) working days after inspection. Such notification shall consist of sending a facsimile or email to the user Agency's Designated Representative identifying the facility, date of detection, name of inspector, area or areas involved, description of damage, and estimated and/or fixed costs of repairs or property replacement.
  3. **Repairs** – Except as otherwise mutually agreed, the user Agency shall not cause repairs to be made to any building or item of equipment for which the owner Agency has responsibility. The owner Agency agrees to make

such repairs within the estimated and/or fixed costs agreed upon. If it is mutually determined or if it is the result of problem-resolution under subsection 5 of this Section that the user Agency is responsible for the damage, then the user Agency agrees to reimburse the owner Agency at the estimated and/or fixed costs agreed upon.

4. Reimbursement Procedure – The owner Agency shall invoice the user Agency within seven (7) days of completion of repairs or replacement of missing property. The invoice shall itemize all work hours, equipment and materials with cost rates as applied to the repair work. If the repair is contracted, a copy of the contractor’s itemized statement must be attached. Actual costs shall be invoiced if less than estimated and/or fixed costs. Reimbursement shall be made within 30 days from receipt of such invoice.
5. Disputes – The user Agency shall retain the right to dispute any allegations of lost or damaged property as identified by the owner Agency provided this challenge is made within ten (10) working days after a first notification.
  - a. Disputes shall be made in writing to the owner Agency and shall clearly identify the reasons for denying responsibility for damages to the property. Failure to do so within the prescribed time period shall be considered as acceptance of responsibility by the user Agency.
  - b. Settlement of disagreements, after proper notification, shall be made by an on-site investigation involving both the owner and user Agencies or their Designated Representatives.
  - c. In the event agreement cannot be reached, the matter shall be referred to the representative designated by each Agency for review and consideration.
  - d. The owner Agency shall have the right to make immediate emergency repairs or replace missing property without voiding the user Agency’s right to disagree.

## **VII. LIABILITY**

- A. **City Held Harmless** – The District shall indemnify, defend and hold harmless the City and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any negligent act or omission of the District, its officers, agents, and employees, or any of them relating to or arising out of performing services pursuant to this Agreement. In the event that any such suit based upon such a claim, action, loss, or damages is brought against the City, the District shall defend the same at its sole cost and expense; provided that the City reserves the right to

participate in said suit if any principle of governmental or public law is involved; and if final judgment in said suit be rendered against the City and its officers, agents, and employees, or any of them, or jointly against the City and the District and their respective officers, agents, and employees, or any of them, the District shall satisfy the same.

- B. **District Held Harmless** – The City shall indemnify, defend and hold harmless the District and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any negligent act or omission of the City, its officers, agents, and employees, or any of them relating to or arising out of performing services pursuant to this Agreement. In the event that any suit based upon such a claim, action, loss, or damages is brought against the District, the City shall defend the same at its sole cost and expense; provided that the District reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment be rendered against the District, and its officers, agents, and employees, or any of them, or jointly against the District and the City and their respective officers, agents, and employees, or any of them, the City shall satisfy the same.

## **VIII. PUBLIC INFORMATION AND NOTIFICATION**

The Districts' Operations Department and the City coordinator will handle requests from community members for information pertaining to the scheduled use of a particular facility. The City Public Works Department will handle requests for information on City and District athletic fields. The project development office of each Agency will handle requests for information on a proposed field or facility development. The City Public Works Department and the School District's Facility Rental Section will handle general comments on the Joint Use Agreement. See Appendix C for addresses and phone numbers. The Agencies will make efforts to notify other user organizations regarding any significant change in the user's use or access. Should any community group or other user organization express a concern with joint use that cannot be resolved by one of the Agencies, representatives of the group or organization may present their concerns at the monthly School/City Operations Committee meeting.

## **IX. COOPERATIVE CAPITAL RESOURCE DEVELOPMENT**

The District and the City have a long history of cooperation in using and developing property to maximize educational and recreational access, usability and benefits (See Appendix G: History of Lease and other Property Agreements). Both Agencies seek to continue and expand such cooperation with each other, and with the community at large, by agreeing to:

- A. Examine property issues raised by either party expeditiously and cooperatively.
- B. Work cooperatively in planning facility, grounds or equipment improvements in order to make the most efficient and effective use of public property and capital funding. Where necessary or desirable for specific sites, establish or update written agreements specifying joint use responsibilities and/or priorities.

- C. Make every effort to reschedule school practice and game facilities should the District relocate a school during construction or should a City facility be closed for short or long-term projects and, reciprocally, when a school must close, make every effort to relocate City programs to other school sites.
- D. Where feasible, both Agencies will work together to support public/private partnerships to improve joint use facilities and grounds. Should a public recreation facility be significantly upgraded by a private third party, the City and District agree to adjust the priority uses established in this Agreement. However, priorities for third party use must: 1) benefit local youth, and 2) be tied to use of the facility for the sport for which improvements were made.
- A. The District and the City will cooperatively plan development at appropriate joint use sites or facilities, exploring whenever possible avenues for blending funding and resources to accomplish mutual goals. Where possible, the two Agencies will work together to use other public and private financing opportunities to accomplish mutual objectives and to develop facilities with standards sufficient to meet the programming requirements of both Agencies.

**X. INTERAGENCY COORDINATION AND AGREEMENT RENEWAL**

- A. A “Joint Use Interagency Team,” made up of key staff from Public Works and the District, shall:
  - 1. Coordinate implementation and oversee preparation and distribution of the Annual Joint Use Report;
  - 2. Review this Agreement by September 1, particularly its guidelines, scheduling process, operating procedures, and annual review of benefits. Operational changes jointly agreed upon in this review will take effect in the upcoming school year; and
  - 3. Review capital plans and projects proposed and make recommendations to the Agencies for continued or more extensive joint use.
- B. Either Agency can initiate a special meeting to discuss interim problems or propose amendments to this Agreement.

**XI. COMMUNITY PARTNERSHIPS**

The City and the District are committed to developing partnerships that enhance the educational experience of Sultan’s students. These partnerships might include those that benefit students, their families and their local communities through programs which integrate academics, athletics, health and social services, youth and community development and community engagement.

Nothing in this Agreement shall preclude the City from initiating discussions and negotiating a subsequent arrangement with the District to implement school, City and community partnership programs during the term of this Agreement. The District agrees to engage in good-faith negotiations with the City, if so requested. Any partnerships will be documented by separate agreement.

## **XII. MISCELLANEOUS PROVISIONS**

- A. **Insurance** - Each Party shall maintain and provide evidence to the other of insurance or self-insurance adequate to cover its liability obligations under this Agreement and/or arising out of each Party's activities hereunder.
- B. **Additional Documentation** – The Owner Agency may require additional forms to be signed by the Agency.
- C. **Governing Law and Venue** – This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County.
- D. **Compliance with Law** – Both Agencies shall comply with all applicable federal, state and local laws in the performance of this Agreement.
- E. **Property** – Any real or personal property used or acquired by either party in connection with the performance of this Agreement will shall remain the sole property of such party, and the other party shall have no interest therein, except as expressly provided to the contrary elsewhere in this Agreement.
- F. **No Waiver** – No term or provision in this Agreement shall be waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented.
- G. **Severability** – If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect, to the extent permitted by law.
- H. **Notices** – Any 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 the normal business hours to the Agency 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 Agency.

Unless otherwise directed in writing, the primary point of contact for the City shall be the following:

City of Sultan  
Public Works Department  
PO Box 1199  
319 Main Street  
Sultan, WA 98294  
360.793.2231

Unless otherwise directed in writing, the primary point of contact for the District shall be the following:

Sultan School District 311  
Operations Department  
303 High Ave  
Sultan, WA 98294  
360.793.9820

### **XIII. APPENDICES**

- A. Joint Use Facilities and Priorities
- B. Sample Joint Use Scheduling and Confirmation Forms
- C. How to Contact School and City

**APPENDIX A**

**JOINT USE FACILITIES**

**AND**

**PRIORITIES**

## City Facilities

### **Community Hall Meeting Room w/Kitchenette (aka Council Chambers)**

Projector  
Recording Equipment

### **Reese Park**

Baseball/Softball Field  
Shelter by Field  
Shelter by River  
River Trails  
Power Available  
Field Lights  
Bathrooms

### **Osprey Park**

Shelter/Basketball Court  
Baseball/Softball Field  
Soccer field  
Football field  
River Trails  
Bathrooms  
Power Available

### **River Park Pavilion**

Power Available

## Priorities

*Refer to Athletic Field Policy for details located at:*

<https://ci.sultan.wa.us/departments/parks/>

1. Field renovation or construction takes priority over all requests and could result in reduced field availability.
2. City programs and Special Events. Include events of national, statewide, or regional significance as determined by the City.
3. Sultan School District programs.
4. Youth leagues, organizations, clubs, and groups.
5. Adult leagues, organizations, clubs, and groups.
6. To the extent possible, playing time will be divided equally between men/boy and women/girl activities.
7. Reservations for games takes priority over reservations for practices.

## **School Facilities**

*(Refer to School Board Policy #4260 for details)*

### **Sultan High School**

Commons/Stage  
Gym  
Home Ec Room  
Library

### **Fields**

SHS Stadium Turf  
SHS/SMS Grass Field  
Elementary Grass Field  
Stadium Lights  
Locker Rooms  
Restrooms (near fields)  
SHS Baseball/Softball Fields  
Press Box/PA System  
Parking Lot

### **Sultan Middle School**

Commons/Stage  
Gym  
Home Ec Room  
Library

### **Sultan Elementary School**

Gym  
Library

### **Equipment**

Projector  
P.A.  
Chairs  
Scoreboards (w/district operator)  
CD/DVD  
Tv w/DVD  
Piano

### **Gold Bar Elementary**

Gym  
Library

### **All Schools**

Kitchen  
Computer Lab

## **Priorities**

*Refer to School Board Policy #4260P for details located at:  
<https://app.eduportal.com/documents/view/673738>*

The Facilities Director or their designee will make the determination based on criteria including:

- eligibility of the group to use district facilities
- how the building use fits in with or impacts scheduled school activities at the site or previously approved building use activities
- whether custodial help will be needed and, if so, if it is available
- if a district employee is available to operate specialized equipment needed for the requested equipment/building.
- Class I groups have priority over all other groups when determining building use schedules and handling conflicts.
- The continued use of a building is not automatically guaranteed.

**APPENDIX B**

**SAMPLE JOINT USE**

**SCHEDULING**

**FORMS**

WHAT YOU NEED

# Sultan School District No. 311

## APPLICATION TO USE SCHOOL BUILDINGS AND/OR GROUNDS

**Check One**

- GBE
- SES
- SMS
- SHS
- DO
- START UP
- EQUIP ONLY

**Check All That Apply**

- Commons (\$2/\$3 II/\$42 III/\$48 IV)
- Gym (\$2/\$3 II/\$42 III/\$48 IV)
- Library (N/C)
- HomeEc Room (\$2/\$3 II/\$20 III/\$32 IV)
- Exterior Lights
- Conference Room
- Field \_\_\_\_\_
- Restrooms inside or outside
- Energy Surcharge-flat rate (\$2 Home Ec/\$5 other)

**Check All That Apply**

- Tables
- Chairs
- Sound Equipment (special request)
- Technology Needs (Contact Tech Dept Direct)
- Concessions inside or outside
- Open/Close of Building (\$74)
- Grounds Only
- Classrooms by Permission Rm # \_\_\_\_\_
- Kitchen/Food Services (check rate)

DATE & TIME

Event Day & Date \_\_\_\_\_ Recurring  Yes  No

If recurring, last day of use \_\_\_\_\_

If recurring, what days of the week? (check all that apply)

Mon  Tues  Weds  Thurs  Fri  Sat  Sun

Setup Time \_\_\_\_\_ Out of the building by \_\_\_\_\_

Actual event starts at \_\_\_\_\_ and ends at \_\_\_\_\_

Technology needs \_\_\_\_\_

USED BY

Name of your Group or Organization \_\_\_\_\_

Building/Grounds will be used for \_\_\_\_\_

Contact Person \_\_\_\_\_

Mailing Address \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Day Phone (including area code) \_\_\_\_\_

Cell Phone (including area code) \_\_\_\_\_

AGREEMENT

The undersigned hereby makes application to the Sultan School "District" for use of facilities described above and certifies that the information given in the application is correct and the group/organization requesting use of the facilities and/or equipment does not, in fact, discriminate on the basis of race, color, religion, sex, age, or national origin. The undersigned further states that he/she has the authority to make this application for the applicant and agrees that the applicant will observe all rules and regulations of the Board of Education and Principal of the School in which the facilities are requested. The applicant agrees to exercise the utmost care in the use of school premises and property and to save the District harmless for all liability resulting from the use of said facilities. The applicant further agrees to reimburse the District for any damage arising from the applicant's use of said facilities. The applicant is required to furnish the District with current proof of Liability Insurance and such policy shall acknowledge that the Sultan School District is named as an additional loss payee by the insurance carrier and the policy holder. All portion rental or open/close fees shall be paid prior to the use of the requested facilities unless other arrangements are made ahead of time.

Applicant's Signature \_\_\_\_\_ Date \_\_\_\_\_

Director of Operations Signature for Approval \_\_\_\_\_ Date \_\_\_\_\_

OFFICE

Fee Paid \$ \_\_\_\_\_ Date \_\_\_\_\_ Receipt # \_\_\_\_\_

Copy of Insurance Received  Yes  No Tracking # \_\_\_\_\_

*Approval from Director of Operations*

*Confirmation to Applicant*

YOUTH SPORTS-HEAD INJURY POLICY

THIS AGREEMENT ("Agreement") is made and entered into effective \_\_\_\_\_, \_\_\_\_\_ between the City of Sultan (the "City") and the Sultan School District #311 (the "District"). The City and the District are referred to collectively herein as "the Parties."

WHEREAS, the City desires to hold a \_\_\_\_\_ at the District's facility on \_\_\_\_\_, \_\_\_\_\_; and

WHEREAS, the District generally requires organizations to complete a form entitled "Youth Sports-Head Injury Policy" which (1) mandates provide proof of coverage for Comprehensive General Liability Insurance for bodily injury at \$1,000,000 per person and \$1,000,000 per occurrence and which (2) mandates compliance with RCW 28A.600.190 (2) which provides in part:

(3) A youth athlete who is suspected of sustaining a concussion or head injury in a practice or game shall be removed from competition at that time.

(4) A youth athlete who has been removed from play may not return to play until the athlete is evaluated by a licensed health care provider trained in the evaluation and management of concussion and receives written clearance to return to play from that health care provider. The health care provider may be a volunteer. A volunteer who authorizes a youth athlete to return to play is not liable for civil damages resulting from any act or omission in the rendering of such care, other than acts or omissions constituting gross negligence or willful or wanton misconduct.

and; WHEREAS, the City has provided proof of insurance as mandated above; and

WHEREAS, the City, though not regulated by RCW 28A.600.190, intends to comply with RCW 28A.600.190 (3) and (4); and

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the Parties agree as follows:

1. Recitals. The recitals, above, are hereby incorporated herein.

2. Term. The Parties agree to allow the City to use the District's facilities, as described above.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the date first above written.

CITY OF SULTAN

DISTRICT

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Superintendent

Date: \_\_\_\_\_

Date: \_\_\_\_\_





**CITY OF SULTAN**  
 319 Main Street, Sultan, WA 98294  
 360-793-2231 (office) 360-793-3344 (fax)  
 E-mail: cityhall@ci.sultan.wa.us

**RENTAL APPLICATION FOR ATHLETIC FIELDS**

Applicant/Organization		Age Group	Today's Date:
Person in Charge:		Title:	% of Players Living in Sultan School District:
Home Phone:	Work Phone:	Cell Phone:	
Email Address:		Fax #	
Billing Name/Address:			
Name of Contact Person on site & Cell ph#: _____		# of people expected: To attend activity or event: _____	

**ADMINISTRATION FEES:**

All groups scheduling under 75 games/practices	\$50.00 per application
All groups scheduling 76-200 games/practices	\$100.00 per application
All groups scheduling over 201 games/practices	\$150.00 per application

**USER FEES:** Applied to all fields (Soccer, Softball, Baseball, and Football).

<u>Practice</u>	<u>Games</u>
Adult Practice - \$6.00/hour	Adult Games - \$20.00/game
Youth Practice - \$3.00/hour	Youth Games - \$10.00/game

**INSURANCE:** Organizations must submit with their application packet, an original Certificate of General Liability Insurance in the amount of \$1,000,000 per occurrence, \$2,000,000 aggregate, and listing the City of Sultan as an additional insured. Private renters may also be required to provide insurance depending on scope of event.

**OTHER REGULATIONS:**

1. Drinking of alcoholic beverages in City buildings or on City park grounds is prohibited.
2. All groups must leave the facility in a condition satisfactory to the City of Sultan. If not, violator must accept the Director's estimated damage appraisal.
3. The User shall comply with all applicable anti-discrimination and affirmative action ordinances, laws and statutes.
4. The City of Sultan reserves the right to revoke any permits where it deems such action advisable for the best interest of the Department.

**RAINOUTS:** The City of Sultan Public Works Department personnel and/or Umpires are given the authority to determine field conditions. Contact the Public Works Field Supervisor if there are questions.

**CANCELLATIONS:** Cancellations must be made at least 30 days prior to the event. The cost will be refunded minus a \$50 administrative cost. No refund will be given if cancellation is less than 30 days.

**RETURNED CHECKS:** A \$50.00 fee is charged for all returned checks.



**APPENDIX C**

**HOW TO CONTACT THE**  
**SCHOOL AND CITY**

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## CONTACTS

### CITY OF SULTAN

#### RESERVATIONS:

City of Sultan  
Public Works Department  
PO Box 1199  
319 Main Street  
Sultan, WA 98294  
360.793.2231

#### IN CASE OF EMERGENCIES:

Dial 911 for life or death emergencies

#### Other issues after hours

**360.793.2231, press 5**  
This will route you to the  
employee on call

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### SULTAN SCHOOL DISTRICT #311

#### RESERVATIONS:

Sultan School District 311  
Operations Department  
303 High Ave  
Sultan, WA 98294  
360.793.9820 x1141

#### IN CASE OF EMERGENCIES:

Dial 911 for life or death emergencies

#### Other issues after hours

**425.879.3043**  
Director of Operations

Signature Page

AGREEMENT FOR THE JOINT USE OF FACILITIES  
Between  
Sultan School District No. 311  
And  
City of Sultan

October 1, 2018 through August 31, 2023

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE \_\_\_\_\_  
DAY OF \_\_\_\_\_, 2018.

CITY OF SULTAN

SULTAN SCHOOL DIST. #311

\_\_\_\_\_  
John Seehuus, Mayor

\_\_\_\_\_  
Dan Chaplik, Superintendent

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
Laura Koenig, City Clerk

Approved as to form:

\_\_\_\_\_  
Hillary Graber, City Attorney

Published:

Effective: