

## Joint Use Agreement

This Joint Use Agreement (the "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024 (the "Effective Date") by the Town of Erie, a Colorado home rule municipality with an address of 645 Holbrook Street, P.O. Box 750, Erie, CO 80516 (the "Town"), and the St. Vrain Valley School District RE-1J, a Colorado public school district and political subdivision of the State, with an address of 395 South Pratt Parkway, Longmont, CO 80501 (the "District") (each a "Party" and collectively the "Parties").

### Recitals

Whereas, the Parties are owners of various facilities and equipment which they will make available for use by the other;

Whereas, the Parties are given the task of utilizing facilities and equipment in the most efficient manner possible; and

Whereas, it is in the public interest and the best interests of the Parties, and will promote the general welfare of the District and the Town, to reach an agreement over the joint and shared use of each Party's respective facilities and equipment.

### Agreement

Now, therefore, in the consideration hereinafter set forth, the receipt and sufficiency of which are acknowledged through this Agreement, the Parties agree as follows:

1. Purpose. The purpose of this Agreement is to allow for cooperation between the Parties for the use of facilities and the delivery of programs. The Recitals above are incorporated into this Agreement.

2. Term and Termination. This Agreement shall be in effect from the Effective Date to August 31, 2029, provided that either Party shall have the right to terminate this Agreement for any reason upon 60 days' written notice to the other Party.

3. Use of District Facilities by the Town.

3.1. *Maintenance*. The District agrees to maintain and keep in usable condition certain school grounds and facilities set forth in **Exhibit A**, attached hereto and incorporated herein by this reference (the "District Facilities").

3.2. *Availability*. The District shall make available the District Facilities to the Town for Town-sponsored activities. No structural changes or additions to these properties may be made by the Town without the District's advanced written permission.

3.3. *Application*. The District requires that an approved "Community Use of School Facilities and Grounds" application shall be on file for each use of the District Facilities.

3.4. *Fees.* The District agrees that it shall not charge the Town any Facility Use fees for Town activities that directly involve the students of the District, as determined by the District. The District Facility Use Office may, at its discretion, waive fees for other Town activities. Facility Use fees will be charged to the Town for any Town activities using District facilities at which the Town charges spectators, teams and/or participants or both, such as basketball tournaments, softball/baseball tournaments, camps and clinics and similar activities. Such Facility Use fees will be assessed by the Facility Use Office in accordance with District Board Policy KF, the Community Facility Use Guide, and Fee Chart.

3.5. *Priority.* Town use of District Facilities under this Agreement shall not conflict with the District's educational and extracurricular programs, and shall be scheduled according to the following priorities:

3.5.1. Priority 1: District Activities: District-sponsored and supported use, including: Community Schools, District-recognized parent organizations engaging in educational (co-curricular) or fundraising activities (Policy KBE);

3.5.2. Priority 2: Elections and Police/Fire Department: Government elections, precincts and caucuses; and police/fire department training.

3.5.3. Priority 2: Non-Profit Youth Activities: Practices, games and league-related meetings for non-District, non-profit youth sports organizations, leagues and associations; meetings for youth community clubs and organizations, such as scouts, 4-H, and youth religious groups.

3.5.4. Priority 3: Non-Profit Adult Activities: Adult recreation groups that practice and play sports games or participate in recreational activities; non-profit adult education programs that charge minimal fees to cover only direct costs; meetings for homeowners' associations, adult neighborhood and adult community groups when fees are not charged to participants; school-based alumni or reunion tours.

3.5.5. Priority 4: Commercial Use: Commercial use for community education and/or recreational purposes; fundraising by any non-District or non-student affiliated group; non-profit events when tickets are sold or donations are solicited; religious events or regular weekly services; music and dance recitals and performances; holiday-themed programs; graduation ceremonies; sports tournaments, camps, and clinics; partisan political events, candidate forums, debates, assemblies, meetings, and conventions.

3.6. *Programs and Activities.* Town-sponsored programs and activities at the District Facilities may include without limitation the following, so long as such activities are not in direct competition with programs offered by the District or would be otherwise prohibited by the District's Facility Use Policy and Procedures:

- ◆ Youth and adult athletic practices, games, leagues and tournaments;
- ◆ Special events;
- ◆ Interest classes and certification courses;
- ◆ Non-school day activities; and
- ◆ Neighborhood programs and meetings.

3.7. *Supervision.* All Town-sponsored activities at the District Facilities shall be under the direct supervision of at least one Town official, Town employee or Town volunteer who is at least 18 years of age, with 21 years of age being preferred. The supervisor shall be present at the District Facility at all times during the event. The supervisor shall not be directly involved with facilitation of an activity (e.g., a coach or instructor cannot be designated as a supervisor). During weekend events, a Town Employee over 21 must be present at all times. Additionally, a District staff member must be present during the event. The District shall charge the Town for any direct costs the District incurs for District staffing during Town events.

3.8. *Cleaning and Costs.* The Town shall be responsible for cleanup following its use of the District Facilities. The Town shall also pay for any direct costs the District incurs for any maintenance, repair or clean up incurred by the District resulting from use by the Town.

#### 4. Use of Town Facilities by the District.

4.1. *Maintenance.* The Town agrees to maintain and keep in usable condition park grounds, ball fields and other facilities as set forth on **Exhibit B**, attached hereto and incorporated herein by this reference (the "Town Facilities").

4.2. *Availability.* The Town shall make available park grounds, ball fields and other facilities when requested by the District for the purposes of District-sponsored activities. No structural changes or additions to these properties may be made by the District without the Town's advanced written permission.

4.3. *Application.* The Town requires that an approved application on the "Parks & Recreation Department's Facility Rental Form" shall be on file for each use of said Town facilities.

4.4. *Costs.* The District shall be responsible for the cost of preparation and maintenance of Town-owned baseball and softball fields utilized for District-sponsored baseball and softball practices and games. Preparation and maintenance shall include without limitation: dragging the infield; adding Diamond Dry, Turface and infield mix as necessary; weeding and fertilizing; and chalking the batter's box and base lines. The District shall repair Town-owned baseball and softball fields after each District-

sponsored baseball and softball game or practice. Repairs shall include without limitation: filling in holes at the batter's box and the pitcher's mound.

4.5. *Schedule.* Field preparation and maintenance schedules will match baseball and softball programs starting and ending dates. In the event of overlapping seasons, preparation and maintenance responsibilities will be agreed upon between the high school coaches and the Town's Programs Manager or designee.

4.6. *Equipment.* On a case-by-case basis, the Parties may share in the responsibility of providing tools, materials, and equipment benefitting both Parties in maintaining and updating Town-owned fields utilized by the District for District-sponsored baseball and softball practices and games.

4.7. *Fee Waiver.* The Town shall not charge the District any fees for activities which directly involve District groups, clubs or classes. The Town's Programs Manager or designee, may, at its discretion, waive fees for other District activities.

4.8. *Priority.* Priority for the usage of such park grounds, ball fields and other facilities by the Parties and other users will be as follows: the Town; then the District; and then all other parties.

4.9. *Programs and Activities.* Activities sponsored and offered by the District may include without limitation the following; provided they are not in direct competition with programs offered by the Town's Parks and Recreation Department:

- ◆ Athletic practices, games, leagues, and tournaments;
- ◆ Special events;
- ◆ Before and after school programs;
- ◆ Interest classes and certification courses;
- ◆ Non-school day activities;
- ◆ Education activities, programs and meetings;
- ◆ Summer activities; and
- ◆ Classroom activities/field trips.

4.10. *Supervision.* All District-sponsored activities held on the Town Facilities shall be under the direct supervision of a District Official or a District Employee over the age of 21 (the "Facility Supervisor"), who shall be present at the Town Facility at all times during the event. The Facility Supervisor shall not be directly involved with facilitation of an activity (e.g., a coach or instructor cannot be designated as Facility Supervisor). The Town shall charge the District for any direct costs the Town incurs for Town staffing for District events.

4.11. *Cleaning.* The Town shall charge the District for any direct costs the Town incurs for any maintenance, repair and cleanup requiring more than the ordinary costs usually incurred for such activities resulting from use, custodial services or food preparation on behalf of the District. The District shall be responsible for cleanup following its use of the Town Facilities. The District shall pay for any direct costs the Town incurs for any maintenance, repair or clean up requiring more than the ordinary costs usually incurred for such activities resulting from use by the District.

5. Scheduling of Facilities.

5.1. *Staff.* To facilitate clear communication and avoid scheduling conflicts, the Town's Programs Manager and the District's Facilities Use Coordinator shall be the designated contact persons for reserving facilities. Joint use planning and decision-making will occur each year at least 2 weeks prior to the start of each program or activity.

5.2. *Single Use Requests.* Requests to use District or Town facilities, outside the joint use scheduling process should be submitted to each Party's central scheduling office. The request will be granted only if the allotted time and space is available. A response shall be given to the requesting agency within 10 business days of the request.

5.3. *Conflicts.* Resolution of space availability issues are first handled between the Town's Programs Manager or designee and the District's Facilities Use Coordinator. The central scheduling offices of both Parties will, whenever possible, identify options or ways to accommodate the interests of both Parties. If an agreement cannot be reached on a scheduling request, the issue will be referred to the District Facility Use Supervisor and the Parks and Recreation Director for resolution.

5.4. *Change in Availability.* The Parties shall honor the scheduled events to the greatest extent possible and not disrupt scheduled programs. If an event occurs which precludes an activity or program from occurring, the Parties will seek to accommodate the scheduled program at an alternate facility as listed in **Exhibit A** and **Exhibit B**.

6. Insurance. Each Party shall carry, at its own cost and expense, for themselves, their agents, successors, assigns, lessees, licensees, and agents, the following insurance: commercial general liability insurance with a minimum limit of liability of \$2,000,000 combined single limit for bodily injury or death/property damage arising out of any one occurrence; and workers' compensation insurance as required by law. Neither Party nor its agents, successors, assigns, lessees or licensees shall commence any use, construction, operation, or maintenance of the other Party's facilities or equipment until it has obtained all insurance required under this Section and shall file a certificate of insurance or a certified copy of the insurance policy with the other Party. Each Party shall name the other as an additional insured under its commercial general liability policy. Coverage shall not be cancelled without 30 days' prior written notice to the other Party.

7. Liability. Each Party assumes responsibility for the actions or omissions of its agents and its employees in the use of the other's facilities. Each Party, to the extent authorized by the law, agrees to hold the other harmless for such actions or omissions of their respective employees or agents.

8. Miscellaneous.

8.1. *Governing Law and Venue*. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Boulder County, Colorado.

8.2. *No Waiver*. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by either Party shall not constitute a waiver of any of the other terms or obligation of this Agreement.

8.3. *Integration*. This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

8.4. *Third Parties*. There are no intended third-party beneficiaries to this Agreement.

8.5. *Notice*. Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class U.S. Mail to the Party at the address set forth on the first page of this Agreement.

8.6. *Severability*. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

8.7. *Modification*. This Agreement may only be modified upon written agreement of the Parties.

8.8. *Assignment*. Neither this Agreement nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other.

8.9. *Governmental Immunity*. The Parties and their officers, attorneys, employees, agents and volunteers are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Parties and their officers, attorneys, employees, agents or volunteers.

8.10. *Subject to Annual Appropriation*. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

IN WITNESS WHEREOF, the Parties have hereunto executed and made effective this Agreement.

**Town of Erie**

\_\_\_\_\_  
Justin Brooks, Mayor

Attest:

\_\_\_\_\_  
Debbie Stamp, Town Clerk

**St. Vrain Valley School District RE-1J**

\_\_\_\_\_  
Karen Raglan  
President, Board of Education

Attest:

\_\_\_\_\_  
Sarah Hurianek  
Secretary, Board of Education

**Exhibit A  
District Facilities**

1. Erie Elementary School
  - a. Cafeteria
  - b. Regular Classrooms
  - c. Gymnasium
  - d. Fields
  - e. Library
  
2. Erie Middle School
  - a. Cafeteria/Commons
  - b. Regular Classrooms
  - c. Gymnasiums
  - d. Fields/Track
  - e. Library
  - f. Tennis Courts
  
3. Erie High School
  - a. Cafeteria/Commons
  - b. Auditorium (tech manager and related fees will be assessed)
  - c. Regular Classrooms
  - d. Gymnasiums
  - e. Library
  - f. Tennis Courts
  
4. Black Rock Elementary
  - a. Cafeteria
  - b. Regular Classrooms
  - c. Gymnasium
  - d. Fields
  - e. Library
  
5. Red Hawk Elementary
  - a. Cafeteria
  - b. Regular Classrooms
  - c. Gymnasium
  - d. Fields
  - e. Library
  
6. Soaring Heights PK-8
  - a. Cafeteria
  - b. Regular Classrooms
  - c. Gymnasium
  - d. Fields/Track
  - e. Library



7. Highlands Elementary

- a. Cafeteria
- b. Regular Classrooms
- c. Gymnasium
- d. Fields
- e. Library

8. Additional schools as they become available in Erie within the dates of the Agreement.

**Exhibit B  
Town Facilities**

1. Arapahoe Ridge Park
  - a. Ball Field
  - b. Multi-Purpose Field
2. Coal Creek Park
  - a. Multi-Purpose Field
  - b. Shelters
3. Coal Miners Park
  - a. Grand Shelter
  - b. Sand Volleyball Court
4. Country Fields Park
  - a. Multi-Purpose Field
  - b. Ball Field 1 & 2
5. Longs Peak Park
  - a. Basketball Pad
  - b. Multi-Purpose Area
  - c. Shelter
  - d. Ball Field
6. Reliance Park
  - a. Ball Field
  - b. Shelter
  - c. Multi-Purpose Area
7. Columbine Mine Park
  - a. Ball Field
  - b. In-Line Hockey Rink
  - c. Shelter
  - d. Multi-Purpose Area
8. Erie Community Center
  - a. Gymnasium North
  - b. Gymnasium South
  - c. Gymnasium Full
  - d. Climbing/Bouldering Wall
  - e. Racquetball Courts (1 & 2)
  - f. Fitness Studio
  - g. Cardio & Weights Areas
  - h. Party Room
  - i. Indoor Track
  - j. Multi-Purpose Rooms

- k. Teen Room (T-Town)
  - l. Indoor Playground (Mini-Miners)
  - m. Pool
9. Crescent Park
- a. Shelter
  - b. Multi-Purpose Area
10. Erie Community Park
- a. The Ballpark at Erie (East, West, North & South Fields)
  - b. Multi-Purpose Areas (Mitchell Field & Civic Green)
  - c. Tennis Courts (North 1 & 2, South 1 & 2)
  - d. Shelters (Garfield Shelter – Jackson, Stewart and McGregor Wings; Concessions East & West; the Post)
11. Lehigh Park
- a. Multi-Purpose Area
  - b. Shelter
12. Clayton Park
- a. Ball Field
  - b. Multi-Purpose Field
  - c. Shelter
13. Serene Park
- a. Multi-Purpose Area
  - b. Shelter
14. Star Meadows Park
- a. Multi-Purpose Area
  - b. Shelter
15. Additional parks as they become available in Erie during the dates of the Agreement.

**Exhibit C  
Contact Information**

**St. Vrain Valley School District:**

All Facility Use Requests:

Luana Campos, Facilities Use Coordinator  
395 S. Pratt Parkway  
Longmont, CO 80501  
Phone: 303-682-7433  
Email: [campos\\_luana@svvsd.org](mailto:campos_luana@svvsd.org)

**Town of Erie:**

JUA Administrator:

Rachel Wysuph, Recreation Division Manager  
450 Powers Street  
Erie, CO 80516  
Phone: 303-926-2791  
Email: [rwysuph@erieco.gov](mailto:rwysuph@erieco.gov)

Facility Rentals and Shelters:

Jennifer Platt, Recreation Coordinator – Rentals  
450 Powers Street  
Erie, CO 80516  
Phone: 303-926-2553  
Email: [jplatt@erieco.gov](mailto:jplatt@erieco.gov)

Athletic Fields:

Mollie Gunter, Recreation Coordinator – Sports  
450 Powers Street  
Erie, CO 80516  
Phone: 303-926-2794  
Email: [mgunter@erieco.gov](mailto:mgunter@erieco.gov)