

AGREEMENT FOR JOINT USE OF FACILITIES
BETWEEN THE TOWN OF ERIE AND
THE ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J

This is a Joint Use Agreement made between the Town of Erie, a municipal corporation, hereinafter referred to as the 'Town', and the St. Vrain Valley School District RE-1J, duly organized and existing under the laws of the State of Colorado, hereinafter referred to as the 'District'.

1. Recitals

The parties to this Agreement are owners of various facilities and equipment, which they will make available for use by the other, and deem it in the public interest to so agree. Accordingly, this Agreement is entered into for the purpose of reducing to writing the understanding under which the parties will allow their respective facilities and equipment to be used.

2. Philosophy

With the increasing cost of construction and development, the public agencies of a community are given the task of utilizing facilities in the most efficient manner possible. The availability of school facilities and the nature of many recreation programs and activities lead to a natural and beneficial union.

Cooperation between the Town and District should be developed in three distinct areas – the use of facilities, the delivery of programs and the planning of future development. Cooperation in the first two areas, use of facilities and delivery of programs, is essential and should be maintained on an ongoing basis and promoted as a forerunner for cooperative planning. Planning for future development will draw the two agencies into a union resulting in positive benefits to both.

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.

3.2 Availability

The District agrees to make available such school grounds and facilities when requested by the Town for the purposes of Town-sponsored activities in accordance with the completion of the **Contract For Community Use of School Facilities and Grounds** form. It is understood that 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 application for **Community Use of School Facilities and Grounds** shall be on file for each use of said District facilities.

3.4 Fee Waiver

The District agrees that it shall not charge the Town any fees for activities which directly involve District groups, clubs or classes. Further, the District, through its District Facility Use Coordinator, waive fees, at their discretion, for other Town activities.

3.5 Priority

Priority for the usage of such school grounds and facilities by the parties and other users shall be as follows:

- a. District,
- b. Town
- c. All other parties

3.6 Programs and Activities

Activities sponsored and offered by the Town may include, but will not be limited to, the following provided they 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:

- a. Youth and adult athletic practices, games, leagues and tournaments
- b. Special events
- c. Interest classes and certification courses.
- d. Non-school day activities
- e. Neighborhood programs and meetings

3.7 Supervision

All Town-sponsored activities held on District facilities shall be under the direct supervision of at least one of the following individuals who shall be present at the facility(s) at all times:

- a. Town Official
- b. Recreation Division Employee, Town Employee or Town Volunteer, 18 years of age or over. Over 21 is preferred but not required.

The Facility Supervisor shall not be directly involved with facilitation of an activity (i.e., coach or instructor cannot be designated as Facility Supervisor).

On weekend game days, a Town Employee over 21 must be present at all times.

The District shall charge the Town for any direct costs the District incurs for supervisory services on behalf of the Town.

3.8 District Services

The District shall charge the Town for any direct costs the District incurs for any maintenance, repair and/or clean up requiring more than the ordinary costs usually incurred for such activities resulting from use or custodial services on behalf of the Town.

When using District facilities, the Town shall be responsible for cleanup following activities.

4. Use of Town Facilities by the District

4.1 Maintenance

- a. The Town agrees to maintain and keep in usable condition certain park grounds, ball-fields and other facilities set forth on Exhibit B attached hereto.

b. At its own expense, the District shall share in 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 but not be limited to: dragging the infield, adding Diamond Dry, Turface and/or infield mix as necessary, weeding and/or fertilizing, and chalking the batter's box and base lines. At its own expense, the District shall repair Town owned baseball and softball fields after each District sponsored baseball and softball game or practice. Repairs shall include but not be limited to: filling in holes at the batter's box and filling in holes at the pitcher's mound.

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 Programs Manager or designee.

c. The Town and District may share in the responsibility of providing tools, materials, and/or equipment that benefit both parties in maintaining and updating Town owned fields utilized for District sponsored baseball and softball practices and games. This will be determined on a case-by-case basis.

4.2 Availability

The Town agrees to make available such park grounds, ball fields and other facilities when requested by the District for the purposes of District sponsored activities in accordance with the Town's **Facility Use Rules and Agreement** form and completion of the **Parks & Recreation Department's Facility Rental Request Form**. It is understood that 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 Fee Waiver

The Town agrees that it shall not charge the District any fees for activities which directly involve District groups, clubs or classes. The Town, through its Programs Manager or designee, may, at its discretion, waive fees for other District activities.

4.5 Priority

Priority for the usage of such park grounds, ball-fields and other facilities by the parties and other users will be as follows:

- a. Town
- b. District
- c. All other parties

4.6 Programs and Activities

Activities sponsored and offered by the District may include, but will not be limited to, the following, provided they are not in direct competition with programs offered by the Parks & Recreation Department:

- a. Athletic practices, games, leagues, and tournaments
- b. Special events

- c. Before and after school programs
- d. Interest classes and certification courses
- e. Non-school day activities
- f. Education activities, programs and meetings
- g. Summer activities
- h. Classroom activities/field trips

4.7 Supervision

All District-sponsored activities held on Town facilities shall be under the direct supervision of at least one of the following individuals who shall be present at the facility(s) at all times:

- a. District Official
- b. District Employee over the age of 21

The Facility Supervisor shall not be directly involved with facilitation of an activity (i.e., coach or instructor cannot be designated as Facility Supervisor).

The Town shall charge the District for any direct costs the Town incurs for supervisory services on behalf of the District.

4.8 Town Services

The Town shall charge the District for any direct costs the Town incurs for any maintenance, repair and/or clean up requiring more than the ordinary costs usually incurred for such activities resulting from use, custodial services or food preparation on behalf of the District.

When using Town facilities, the District shall be responsible for cleanup following activities.

5. Scheduling of Facilities

5.1 Staff and Alterations

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

5.2 Single Use Requests

- a. Requests to use District or Town facilities, outside the annual joint use scheduling process, should be submitted to each agency'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 ten (10) business days.

5.3 Resolving Space Availability Conflicts

- a. Efforts at resolution of space availability issues are first encouraged directly between the Town's Programs Manager or designee and the District's Facilities Use Coordinator. The central scheduling offices of both agencies will, whenever possible, identify options or ways to accommodate the interests of both agencies.
- b. If agreement cannot be reached on a scheduling request, the issue will be referred to the District Facility Use Supervisor and the Parks & Recreation Director for resolution.

5.4 Change in Availability Notification

Both 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 within the SVVSD Erie feeder system, as listed in Exhibit A and Exhibit B.

6. Terms of Agreement

6.1 Commencement

This Agreement shall be in effect from August 10, 2016 to August 31, 2019.

6.2 Termination

Either party shall have the right to terminate this Agreement for any reason at any time upon sixty (60) days written notice to the other party.

6.3 Interagency Review and Renewal

Key District staff and key Town Parks & Recreation Department staff involved in the implementation of this Joint Use Agreement shall meet as necessary to review this agreement. and to discuss pertinent topics as determined by either party.

Concerns regarding this agreement by either party must be submitted, in writing, at least 30 days before a scheduled meeting to discuss said concerns.

Any amendments to the Agreement required pursuant to the annual review process shall be in writing and signed by both parties.

A renewal process will occur every three (3) years to update terms and conditions contained herein.

7. Insurance

7.1 Liability

Each party agrees to maintain liability insurance coverage at limits acceptable to the other party. Each party assumes responsibility for the actions and/or omissions of its agents and its employees in the use of the other's facilities, and further, each party, to the extent authorized by the law, agrees to hold the other harmless for such actions or omissions of their respective employees and/or agents.

7.2 Waiver

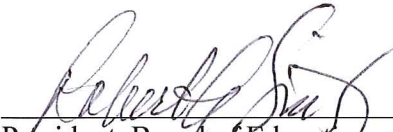
Nothing in this Agreement shall be construed as a waiver by either party of any rights, immunities, privileges, monetary limitations, judgments, and defenses available to the parties under common law or the Colorado Governmental Immunity Act, Sec. 24-10-101 et seq., C.R.S., or as it may be amended.

8. Third Party Beneficiaries

Nothing in this Agreement shall be construed as granting any right, title, or interest to any third party to use such facilities in contravention of each party's regulations regarding such usage.

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

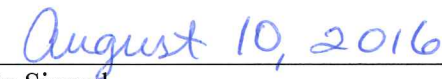
ST.VRAIN VALLEY SCHOOL DISTRICT RE-1J



President, Board of Education



Secretary, Board of Education



Date Signed

TOWN OF ERIE, COLORADO
A COLORADO MUNICIPAL CORPORATION

ATTEST:

Mayor

Town Clerk

Date Signed

Rev: August 2016

EXHIBIT A

AVAILABLE DISTRICT FACILITIES AND GROUNDS FOR USE BY TOWN

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

EXHIBIT B

AVAILABLE TOWN FACILITIES AND GROUNDS FOR USE BY DISTRICT

1. Arapahoe Ridge Park
 - A. Ball Field
 - B. Multi-Purpose Field
2. Coal Creek Park
 - A. Ball Field North
 - B. Ball Field South
 - C. Multi-Purpose Area
 - D. Shelter
 - E. Skate Park
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)
11. Lehigh Park
- A. Multi-Purpose Area
 - B. Shelter