

**AGREEMENT FOR JOINT USE OF FACILITIES
BETWEEN THE TOWN OF ERIE AND ASPEN RIDGE PREPARATORY SCHOOL 2018**

This is a Joint Use Agreement made between the Town of Erie, a municipal corporation, hereinafter referred to as the 'Town', and Aspen Ridge School, Inc., 705 Austin Avenue, Erie, CO 80516, a non-profit corporation duly organized and existing under the laws of the State of Colorado, hereinafter referred to as 'ARPS'.

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 ARPS 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 ARPS Facilities by the Town

3.1 Maintenance

a. ARPS agrees to maintain and keep in usable condition certain school grounds and facilities set forth in Exhibit A attached hereto.

3.2 Availability

ARPS agrees to make available such school grounds and facilities when requested by the Town for the purposes of Town-sponsored activities. It is understood that no structural changes or additions to these properties may be made by the Town without ARPS's advanced written permission.

3.3 Application

ARPS does not require a formal application for the use of school facilities.

3.4 Fee Waiver

ARPS agrees that it shall not charge the Town any fees for activities which directly involve ARPS's groups, clubs or classes. Further, ARPS, through the Business Manager or designee, may 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. ARPS
- 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 ARPS or would be otherwise prohibited by the ARPS's Facility Use policies:

- a. A state licensed summer day camp for children ages five through fourteen
- b. Special events
- c. Interest classes and certification courses
- d. Non-school day activities
- e. Neighborhood programs and meetings
- f. Youth and adult athletic activities

3.7 Supervision

All Town-sponsored activities held on ARPS 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.

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

3.8 ARPS Services

ARPS shall charge the Town for any direct costs ARPS 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 ARPS facilities, the Town shall be responsible for cleanup following activities set forth in Exhibit C attached hereto.

3.9 Advertising

- a. ARPS may display a Town flyer promoting its summer camp program at ARPS facilities.
- b. The Town may distribute a flyer promoting its summer camp program to all ARPS students prior to the camp registration deadline to be coordinated with the ARPS Business Manager or designee.
- c. All flyers must be approved in advance by the ARPS Business Manager or designee.

4. Use of Town Facilities by ARPS

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.

4.2 Availability

The Town agrees to make available such park grounds and other facilities when requested by ARPS for the purposes of ARPS 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 ARPS 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 ARPS any fees for activities which directly involve ARPS groups, clubs or classes. The Town, through its Parks & Recreation Director or designee, may, at its discretion, waive fees for other ARPS 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. St. Vrain Valley School District
- c. ARPS
- d. All other parties

4.6 Programs and Activities

Activities sponsored and offered by ARPS 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 ARPS-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, in a ratio of at least one (1) adult per twenty-four (24) students:

- a. ARPS Official

- b. ARPS Employee over the age of 21
- c. Volunteer chaperones and parents of ARPS students

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

4.8 Town Services

The Town shall charge ARPS 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 ARPS.

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

4.9 Advertising

- a. The Town may post an ARPS flyer on the community bulletin board at the Erie Community Center for the duration of this Agreement.
- b. ARPS may distribute a flyer to all of the Town's summer camp participants one time during the summer season at a time to be coordinated with the Parks and Recreation Director or designee.
- c. All flyers must be approved in advance by the Parks and Recreation Director or designee.

5. Scheduling of Facilities

5.1 Staff and Alterations

To facilitate clear communication and avoid scheduling conflicts, the Town's Recreation Coordinator – General Interest and ARPS Business Manager 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 ARPS 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 designated contact persons. 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 ARPS Executive Director 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, as listed in Exhibit A and Exhibit B.

6. Terms of Agreement

6.1 Commencement

This Agreement shall be in effect from May 31, 2018 to May 30, 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 ARPS 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 one (1) year 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.

ASPEN RIDGE SCHOOL, INC. A COLORADO NON-PROFIT CORPORATION



Executive Director, ARPS



Business Manager, ARPS

4.23.16
Date Signed

TOWN OF ERIE, COLORADO
A COLORADO MUNICIPAL CORPORATION

ATTEST:

Mayor

Town Clerk

Date Signed

Rev: March 20, 2017

EXHIBIT A

AVAILABLE FACILITIES AND GROUNDS AT ASPEN RIDGE PREPARATORY SCHOOL FOR USE BY TOWN

1. Cafeteria in the Upper School
2. Spanish room in the Upper School
3. Gymnasium/Multipurpose room in the Upper School
4. Health Clinic in the Upper School
5. Fields/Playgrounds
6. Restrooms

EXHIBIT B

AVAILABLE TOWN FACILITIES AND GROUNDS FOR USE BY ARPS

1. Erie Community Center
 - A. Gymnasium - Half
 - B. Racquetball Courts (1&2)
 - C. Multi-purpose Rooms
 - D. Pool/Locker Rooms
 - E. Lobby/Common Area
2. Erie Community Park
 - A. Multi-Purpose Areas (Mitchell Field & Civic Green)
 - B. Shelters (Garfield Shelter – Jackson, Stewart and McGregor Wings; Concessions East & West)

EXHIBIT C

PROGRAM OUTLINE FOR CAMP ERIE

1. Hours of Operation

- a. Camp Erie: Monday – Friday, May 29 through August 3, 2018, from 7:00 a.m.- 6:00 p.m.
(No camp on July 4, 2018)

2. Program Responsibilities:

- a. ARPS:
 - i. Provide tables and chairs to meet the program enrollment. These can be lunchroom or cafeteria style tables.
 - ii. Provide approximately 8-10 square feet of space for storage of equipment and supplies.
 - iii. Due to State Licensing Requirements, ARPS shall provide to the Town the following documents:
 - 1. Fire Inspection records
- b. Town:
 - i. Handle all registrations and fee collections.
 - ii. Provide all necessary supplies and equipment necessary for activities.
 - iii. Provide storage units for secure storage.
 - iv. Provide an onsite cell phone.
 - v. Follow all building rules.
 - vi. Secure and maintain Childcare License from State of Colorado
- c. Walk through:
 - i. The ARPS Business Manager or designee, and the Recreation Coordinator – General Interest will conduct a walk-through of the areas of use both prior to camp beginning and at the conclusion of the summer camp.

3. ARPS Reimbursements

- a. In lieu of reimbursements for utilities, trash collections services, and custodial services, the Town agrees to provide ARPS with twenty (20) annual memberships to the Erie Community Center at no charge. The annual memberships do not include free use of KidStation.

4. Custodial Arrangements for ARPS

- a. At its own expense, the Town agrees to provide custodial services for ARPS associated solely with its use of the ARPS facilities during the ten (10) week summer day camp, according to the following schedule:
 - i. Daily:
 - 1. Town staff (camp staff) will sanitize and disinfect all toys, counters, tables, chair and doors (high touch areas) and dispose of trash from both interior and exterior areas.
 - 2. Town staff (camp staff) will sweep floors and vacuum all carpeted areas.
- b. At its own expense, ARPS agrees to provide custodial services for ARPS associated solely with its use of the ARPS facilities during the ten (10) week summer day camp, according to the following schedule:
 - a. Weekly:
 - ARPS agrees to provide custodial services at a minimum of 2 times per week to clean and sanitize the building for the Town's camp use.