

JOINT USE AGREEMENT

THIS JOINT USE AGREEMENT (the "Agreement") is made and entered into this _____ day of APRIL, 2019 (the "Effective Date") by the TOWN OF ERIE, a Colorado municipal corporation with an address of 645 Holbrook Street, P.O. Box 750, Erie, Colorado 80516 (the "Town"), and the ST. VRAIN VALLEY SCHOOL DISTRICT RE-1J, a Colorado school district with an address of 395 South Pratt Parkway, Longmont, CO 80501 (the "District") (each a "Party" and collectively the "Parties").

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.

NOW, THEREFORE, for and 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 and the planning of future development. Cooperation in the first two areas and 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.
2. Term and Termination. This Agreement shall be in effect from September 1, 2019 to August 31, 2024 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. Interagency Review. Representatives of the Parties involved in the implementation of this 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 by the review process shall be in writing and signed by both Parties.
4. Use of District Facilities by the Town.
 - a. *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").
 - b. *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. An approved "Community Use of School Facilities and Grounds" application shall be on file for each use of the District Facilities.

c. *Fees.* The District shall not charge the Town any fees for activities which directly involve Town groups, clubs or classes. The District Facility Use Coordinator may waive fees at his or her discretion for other Town activities.

d. *Priority.* Priority for the usage of the District Facilities shall be as follows: the District; then the Town; and then all others.

e. *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:

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

f. *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. The supervisor shall not be directly involved with facilitation of an activity (a coach or instructor cannot be designated as a 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 supervision.

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

5. Use of Town Facilities by the District.

a. *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").

b. *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.

c. *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.

d. *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.

e. *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 Recreation Division Manager or designee.

f. *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.

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

h. *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.

i. *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:

- i. Athletic practices, games, leagues, and tournaments;
- ii. Special events;
- iii. Before and after school programs;
- iv. Interest classes and certification courses;
- v. Non-school day activities;
- vi. Education activities, programs and meetings;
- vii. Summer activities; and
- viii. Classroom activities/field trips.

j. *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, who shall be present at the facility(s) at all times. The Facility Supervisor shall not be directly involved with facilitation of an activity (a 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.

k. *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.

6. Scheduling of Facilities.

a. *Staff.* To facilitate clear communication and avoid scheduling conflicts, the Town's Recreation Division Manager, or designee, 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.

b. *Single Use Requests.* Requests to use District or Town facilities, outside the 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 10 business days of the request.

c. *Conflicts.* Resolution of space availability issues are first handled between the Town's Recreation Division 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. If an agreement cannot be reached on a scheduling request, the issue will be referred to the District Facility Use Supervisor and the Recreation Division Manager for resolution.

d. *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**.

7. Insurance. Each Party shall carry, at its own cost and expense, for themselves, their agents, successors, assigns, lessees, licensees, and agents, the following insurance: (i) 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 (ii) 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.

8. 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.

9. Miscellaneous.

a. *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.

b. *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.

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

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

e. *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.

f. *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.

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

h. *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.

i. *Governmental Immunity.* The Parties and their officers, attorneys and employees, 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 or employees.

j. *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.

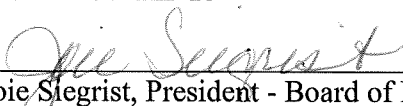
TOWN OF ERIE

Jennifer Carroll, Mayor

ATTEST:

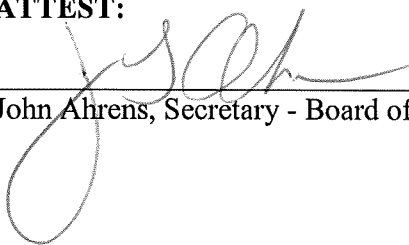
Jessica Koenig, Town Clerk

**ST. VRAIN VALLEY SCHOOL
DISTRICT RE-1J**



Joie Siegrist, President - Board of Education

ATTEST:



John Ahrens, 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. Additional schools as they become available in Erie within the dates of this Agreement.

**EXHIBIT B
TOWN FACILITIES**

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. Indoor Playground (Mini-Miners)
- l. 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

12. Serene Park

- a. Multi-Purpose Area
- b. Shelter

13. Star Meadows Park

- a. Multi-Purpose Area
- b. Shelter

14. Additional parks as they become available in Erie within the dates of this Agreement.

**EXHIBIT C
CONTACT INFORMATION**

St. Vrain Valley School District:

All Facility Use Requests:

Kristy Foster, Facilities Use Coordinator
395 S. Pratt Pkwy
Longmont, CO 80501
Phone: 303-652-6310
Email: fostser_kristy@svvsd.org

Town of Erie:

Facility Rentals and Shelters:

Erin Black, Assistant Coordinator – Guest Service
450 Powers St
Erie, CO 80516
Phone: 303-926-2553
Email: ebblack@erieco.gov

Athletic Fields:

Levi Moser, Sports Coordinator
450 Powers St
Erie, CO 80516
Phone: 303-926-2559
Email: lmoser@erieco.gov

JUA Administrator:

Rachel Wysuph, Recreation Division Manager
450 Powers St
Erie, CO 80516
Phone: 303-926-2791
Email: rwysuph@erieco.gov