

01-05

Pullman School District

No. 267

50-20-1582

(7/9/2003)



CITY OF PULLMAN

INTERLOCAL AGMT WHITMAN COUNTY

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City of Pullman
P.O. Box 249
Pullman, WA 99163

Document Title: AN INTERLOCAL AGREEMENT RELATING TO THE SHARING OF CERTAIN PROPERTY BY PULLMAN SCHOOL DISTRICT NO. 267 AND THE CITY OF PULLMAN (RCW Chapter 39.34)

Reference Number(s) of Related Documents: None

Grantors: Pullman School District No. 267, a municipal corporation of the state of Washington

Grantee: City of Pullman, a municipal corporation of the state of Washington

Legal Description: N/A

1. N/A

SUBDIVISION	SECTION	TOWNSHIP	RANGE	MERIDIAN

2. Additional legal description: N/A

Assessor's Property Tax Parcel Numbers:

N/A

apply to all joint-use and jointly-operated property, identified in the attached schedules. The specific terms and conditions unique to the properties set forth in paragraphs 6, 7, 8, and 9 shall take precedence over all other previously existing provisions.

2. ADMINISTRATION

No new separate legal or administrative entity is created to administer this Agreement. Representatives of the City's Public Services Department and the School District administration shall meet during the month of June of each year, or as required, in order to review the preceding twelve months under this Agreement and to make recommendations, if necessary, to the City Council of the City and to the School District's Board of Directors for the succeeding contract year and at such other times as the parties deem necessary to provide for the administration of this Agreement.

3. MAINTENANCE AND CAPITAL

Each party to this Agreement shall be responsible for maintaining its joint-use property, real or personal, except as hereafter provided. Any party contemplating capital improvements to the other party's property or facilities, shall gain advance approval from the other party before the capital expenditure is made with such approval to include terms and conditions as deemed appropriate by both parties.

4. TERM

The term of this Agreement shall be from the date of execution by both parties through August 31, 1999, and may continue thereafter for successive one-year periods unless sooner terminated by either party. The Agreement may only be terminated by August 31 of any year by either party upon giving



notice in accordance with the time frame in Paragraph 4.

- 5.2 The School District's joint-use property consists of public school buildings and athletic and play fields, and such other facilities and property identified from time to time by the School District and included in Schedule A attached hereto and incorporated by reference herein.
- 5.3 The City's joint-use property consists of parks, athletic and play fields, tennis courts, and restrooms, and such other facilities and property identified from time to time by the City, and included in Schedule B attached hereto and incorporated by reference herein.
- 5.4 Property jointly operated by the parties is included as Schedule C attached hereto and incorporated by reference herein.
- 5.5 No rental or expenses shall be charged for the use of any property or facilities covered by this Agreement; except as required hereafter by paragraphs 6, 7, 8, and 9.
- 5.6 The City and the School District agree that the facilities and other property, together with the associated costs of supplies, utilities, personnel and other costs for maintaining their respective property to enable and further community access based on joint use, is sufficient and valuable consideration for the joint-use identified herein unless otherwise specified in writing by the parties.
- 5.7 The City and the School District agree to maintain property liability insurance for losses due to use on



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the City Recreation Superintendent. All requests should be submitted for approval in accordance with the following schedule, unless other intervals are mutually agreeable to the parties: August 1 for uses between September 1 and October 31; by October 1 for uses between November 1 and December 31; by December 1 for uses between January 1 and March 31; by March 1 for uses between April 1 and May 31; and by May 1 for uses between June 1 and August 31. The scheduling docket shall be finalized no later than one week following the request for approval. Except for cancellations or rescheduled events, parties shall not advertise activities within the other party's facilities without confirmed scheduling approval.

- 5.10.2 It is the intention of this Agreement that the City and the School District exchange their respective requirements for each other's property and the requirements for uses of the other's property, except as set forth herein. Each party shall have priority for its own activities or its own property. However, once scheduling is completed, except in exceptional circumstances, the City and the School District shall give priority to scheduled uses agreed to during the periodic scheduling meeting.



and School District cannot agree, the amount of the School District's payment shall change by the amount of the Seattle-Bremerton-Tacoma CPI (W) for the one-year period covered by the May/June index preceding September 1 of each calendar year or any successor index published by the US Department of Labor or its successor. 7.4 The City shall be responsible for budgeting for the operation of the aquatic center and shall keep the School District informed of its financial performance.

- 7.5 The City and the School District agree that all costs and expenditures of the aquatic center for repairs or replacement affecting the premises, improvements and appurtenances including annual facility maintenance of the aquatic center shall be shared equally. The City agrees to plan and budget repairs, and replacement of the facilities and its component equipment during its annual budget process and to confer with the School District on such expenditures. The School District agrees to pay within 30 days any such cost or expenditure incurred by the City for such repairs, replacement or maintenance.
- 7.6 Survival. The terms and conditions of this paragraph 7 shall survive the termination of this Agreement and shall remain in effect during the useful life of the Aquatic Center.
- 7.7 On an annual basis, the City shall consult with the School District regarding the scheduling of pool activities. The City shall then have priority in establishing public swim periods. Other uses will be subject to scheduling in accordance with Paragraph

respective portions of the building. The City shall be responsible for improvements to the grounds.

8.9 The parties agree to jointly agree upon improvements to the exterior of the building in order to achieve design consistency.

8.10 The School District and the City agree to meet annually to review the Pioneer Center Agreement.

8.11 Survival. The terms and conditions of this paragraph 8 shall survive the termination of this Agreement and shall remain in effect during the useful life of the Pioneer Center.

9. SUNNYSIDE GYMNASIUM

9.1 Background. The Sunnyside Gymnasium is the result of joint City and School District funding to provide an enlarged gymnasium to accommodate the combined programs of the City and the School District.

9.2 Survival. The terms and conditions of this paragraph 9 shall survive the termination of this Agreement and shall remain in effect during the useful life of the gymnasium.

9.3 The scheduling requirements contained in paragraph 5.1 are modified as follows for purposes of use and scheduling of Sunnyside Gymnasium. The gymnasium shall be made available to the City upon the following terms and conditions:

9.3.1 The School District shall have use of the gymnasium until school ends on school days scheduled Monday through Friday. The School District shall be allowed a reasonable period of time (normally approximately 15 minutes) to remove



- 9.3.7 The City and the School District shall return all equipment and supplies to their storage areas after use of the gymnasium.
- 9.3.8 The City and the School District agree that each will pay 50% of the cost of maintenance, painting, improvements, alterations, repair or replacement mutually approved.
- 9.3.9 Except as provided in paragraph 9.3.8, the School District shall have the sole responsibility for the maintenance of the gymnasium, at no cost to the City.
- 9.3.10 Each party shall be responsible for damages incurred by their respective programs.

10. RIGHTS NOT ASSIGNABLE

Neither party shall assign any rights hereunder to any other person or entity governmental or otherwise, without the prior written approval of the other party.

11. EFFECTIVE DATE AND FILING REQUIREMENTS

This Agreement shall be effective upon execution by the parties and accomplishment of all filing requirements with the Whitman County Auditor, the City Clerk of the City of Pullman and the Secretary of State of the state of Washington.

12. HOLD HARMLESS

Each party hereby covenants and agrees to hold the other party harmless from any liability of any nature whatsoever arising out of injury to persons or property as a result of its own activities under this Agreement.



agreement, the prevailing party shall be entitled to recover from the other party all expenses which it may reasonably incur in taking such action, including attorneys' fees and costs, whether incurred in a court of law or otherwise.

17. SUPERSESSSION OF PRIOR AGREEMENTS

This agreement supersedes any prior agreements dealing with the specific properties described within this agreement.

CITY OF PULLMAN, a municipal corporation of the state of Washington

PULLMAN SCHOOL DISTRICT NO. 267, a municipal corporation of the state of Washington

By:

Michael D. Chanale
Mayor

By:

Leel W. J. J. J.
Chairperson

ATTEST:

Tracy W.
Finance Director

ATTEST:

Thomas J. R. R.
Secretary of the Board

Date:

July 9, 2003

Date:

6/25/03

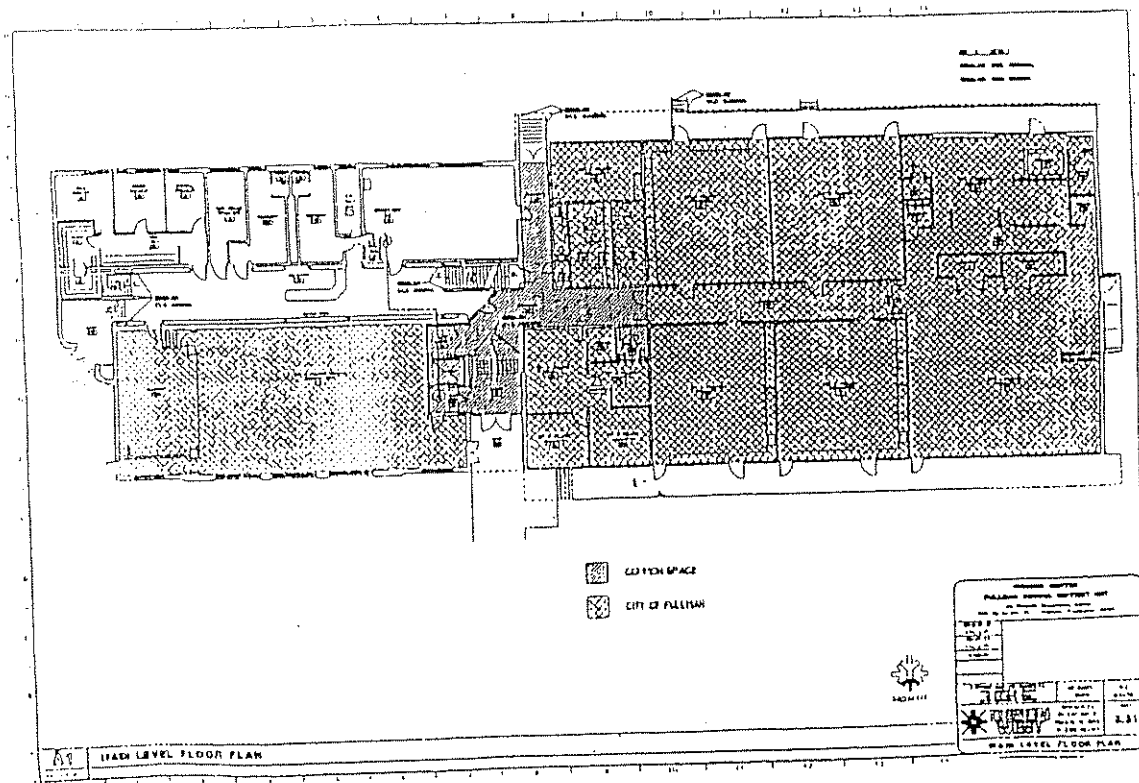
CITY/SCHOOL FACILITY COMPARISON & NEEDS

SCHEDULE "A"

SCHOOL-OWNED:

School/Facility	Description	Season/Dates/Times for City	City Needs/Requests
Franklin	Gymnasium	Winter	M-Th: 3:15-5:15 p.m.
	Computer Lab	All-year (many times per year)	Weekly scheduled classes
	Library	All-year (2-3 times per year)	Occasional classes
	Multi-Purpose Room	All-year (2-3 times per year)	Occasional classes
	Playfield	All-year (many times per year)	Weekly scheduled classes
Jefferson	Gymnasium	Fall/Spring	Daily afterschool use
	Gymnasium	Winter	M-Th: 3:15-5:15 p.m.
	Computer Lab	All-year (2-3 times per year)	Occasional classes
	Library	All-year (2-3 times per year)	Occasional classes
	Multi-Purpose Room	All-year (2-3 times per year)	Occasional classes
Lincoln	Multi-Purpose Room	All-year (many times per year)	Weekly scheduled classes
	Playfield	Fall/Spring	Daily afterschool use
	Gymnasium/Multi-Purpose	Seldom	Occasional use
	Computer Lab	All-year (2-3 times per year)	Occasional classes
	Football Field	Seldom	Occasional use
Sunnyside	Large Playfield	Seldom	Occasional use
	Library	Fall/Spring	Saturday use
	Small Playfield	All-year (2-3 times per year)	Occasional classes
	Computer Lab	Fall/Spring	Saturday use
	Multi-Purpose Room	All-year (2-3 times per year)	Occasional classes
Pullman High	Playfield	All-year (2-3 times per year)	Occasional classes
	Baseball field	Fall/Spring	Daily afterschool/Saturday use
	Computer Lab	Seldom	Occasional use
	Golf's Softball field	All-year (2-3 times per year)	Occasional classes
	Golf-Driving Range	Summer	Daily use
	Gymnasium	Seldom	Occasional use
	Home Ec Room	Seldom	Occasional use
	Library	All year (many times per year)	Weekly scheduled classes
	Soccer field	All-year (2-3 times per year)	Occasional classes
	Theater/Auditorium	Fall/Spring	Saturday use
		All-year (2-3 times per year)	Occasional classes

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CITY/SCHOOL FACILITY COMPARISON & NEEDS

SCHEDULE "B"

CITY-OWNED OR LEASED:

City Facility	Description	Season/Dates/Times for School	School Needs/Requests
City Hall	Council Chambers	Unknown	Unknown
	Senior Center	Unknown	Unknown
	Youth Center	Unknown	Unknown
Garden Plots	Sunnyside Park	Unknown	Unknown
Military Hill Park	Military Hill Shelter	Unknown	Unknown
	Quann	Unknown	Unknown
	Small Football Field	Unknown	Unknown
	Upper Quann	Unknown	Unknown
Playfields	Bowman	Unknown	Unknown
	Kruegel	Unknown	Unknown
	McGee	Unknown	Unknown
	Sunnyside	Unknown	Unknown
	Thaluna	Unknown	Unknown
	Wiley	Unknown	Unknown
Pioneer Center	1957 Addition	Unknown	Unknown
	Gym	Unknown	Unknown
	Playfield	Unknown	Unknown
Parks	Kruegel Park	Unknown	Unknown
	Lawson Gardens	Unknown	Unknown
	McGee	Unknown	Unknown
	Kearney	Unknown	Unknown
	Sunnyside	Unknown	Unknown
	Terre View	Unknown	Unknown
Pools	Outdoor - Kearney Park	Unknown	Unknown
	Indoor - Aquatic Center	Unknown	Unknown
Tennis Courts	Military Hill	Unknown	Unknown
	Sunnyside Park	Unknown	Unknown
	Kruegel Park	Unknown	Unknown