

01-05

Pullman School District

No. 267

50-20-1582

(7/9/2003)



CITY OF PULLMAN

INTERLOCAL AGMT

**647267**PAGE: 1 of 21  
07/17/2003 09:32A  
807 39.00  
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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



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)

THIS AGREEMENT is between the CITY OF PULLMAN, a municipal corporation of the state of Washington (hereinafter referred to as the "City"), and PULLMAN SCHOOL DISTRICT NO. 267, a municipal corporation of the state of Washington (hereinafter referred to as the "School District"), and is entered into pursuant to the Washington Interlocal Cooperation Act.

The City and the School District wish to further their cooperation in the joint use of City and School District property to facilitate community access and accomplish programs for their respective benefit. The City and the School District have previously entered into interlocal agreements establishing duties and responsibilities for their respective properties and by this agreement they wish to consolidate, simplify, and agree on the terms and conditions of their future and continuing use.

This Agreement recognizes that School District facilities are primarily for School District use and that City facilities are primarily for City use.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS TO BE KEPT AND PERFORMED BY THE PARTIES HERETO, IT IS AGREED AS FOLLOWS:

1. PURPOSE

The purpose of this Agreement is to enable the parties to make the most efficient use of their property for the benefit of community access by setting forth terms and conditions of continuing use generally applicable to all property involving dual use by the City and the School District. These provisions



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



written notice to the other party at least one calendar year prior to the termination.

4.1 Recapture right reserved to the District, as required by RCW 28A.335.040. As required by RCW 28A.335.040, at any time during the term of this Agreement, and independent from and without limitation upon the parties' rights to terminate this Agreement under the provisions set forth in Paragraph 4 hereinabove, the School District shall be entitled to recapture, for itself and from the City, the entirety of, or any part of, the City's right to occupy or use the Aquatic Center as granted by this Agreement; provided, however, that the School District may only exercise such recapture rights in the event recapture is needed for school purposes as described in RCW 28A.335.040. In the event the School District intends to exercise this recapture right, the School District shall give written notice to the City of such intention at least one year prior to the date the School District intends to reacquire the Aquatic Center and/or occupancy or use thereof; and, further, the School District shall reimburse the City for capital improvements made to facilities subject to this recapture provision.

5. AGREEMENT AS TO USE OF JOINT-USE PROPERTY

5.1 This Agreement affects owner-identified property for joint use listed in Schedules "A", "B", and "C" attached hereto. Property may be added from time to time by the owner/host. Property may be deleted by



CITY OF PULLMAN

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



property each owns and for activities wherever conducted.

5.8 The City's Public Services Department shall supervise all of its programs and activities conducted on School District property and shall, at the end of any session of use, return all items used to their normal storage areas.

5.9 The School District shall supervise all of its programs and activities conducted on City property and shall, at the end of any session of use, return all items used to their normal storage areas.

5.10 All requests for the use of joint-use property shall be timely made as hereafter provided on the standard application form used by each entity for requesting use of the other entity's facilities as hereafter provided. The parties will use their best efforts to coordinate and commit to firm schedule requirements in order to accommodate the needs of each other, consistent with the needs and programs of each. Complete schedules will be kept as well as future projections of use as are reasonably practical.

5.10.1 The City's Recreation Superintendent shall exchange requests for use of property and facilities covered by this Agreement with the appropriate School District building administrator(s). The School District shall designate building administrator(s) for each School District facility as set forth in Exhibit "E". For use of City facilities, appropriate School District administrator(s) shall schedule through



CITY OF PULLMAN

INTERLOCAL AGMT

647267  
PAGE: 7 of 21  
07/17/2003 09:32A  
807 39.00  
WHITMAN COUNTY

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.



CITY OF PULLMAN

INTERLOCAL AGMT WHITMAN COUNTY

647267  
PAGE: 8 of 21  
07/17/2003 09:32A  
807 39.00

5.10.3 Any facilities not requested by the above dates for the specific period shall be made available on a space available basis in use in accordance with the other's policy on a first come, first serve basis.

5.11 Should any scheduled use of the joint-use property be canceled, the party canceling shall promptly notify the other party.

6. MILITARY HILL PARK AND ROWLAND LIONS ATHLETIC COMPLEX

The Military Hill Park/Rowland Athletic Complex shall be jointly maintained. Equipment needs and maintenance responsibilities will be reviewed annually by the School District Activities Director and Facilities Director and the City's Public Services Director and Superintendent of Parks.

7. AQUATIC CENTER.

7.1 The aquatic center was transferred from the Pullman Education Foundation to the School District. The School District owns the aquatic center.

7.2 The City agrees to operate and maintain the aquatic center following construction subject to the requirements and conditions in this agreement.

7.3 In consideration for the City's operation of the aquatic center and its availability to the School District as provided herein, the School District agrees to make payments in equal monthly installments commencing on September 1, 2003, of four thousand one hundred dollars (\$4,100) whether or not the School District schedules pool activities. The parties agree to meet and confer commencing in April 2004 about the rate and amount of payment by the School District for subsequent years; however, if the City



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

5.10. The City and School District will cooperate in the scheduling to accommodate each party's swim time.

8. PIONEER CENTER

- 8.1 Pioneer Center is owned by the School District.
- 8.2 In exchange for the City making capital improvements to the gym, its share of the common area, the 1957 portion of the buildings and the grounds, the School District agrees to grant the City a lease in perpetuity for the aforementioned areas. The School District shall have access to the City's portions of the building and the City shall have access to the School District's portions of the building as provided in Section 5.10.
- 8.3 The City shall be responsible for the cost of operating the heating, ventilation, and air conditioning (HVAC) systems for the gym, the 1957 portion of the building and half the HVAC costs for the common area. The common area is shown in Schedule "D".
- 8.4 The City and School District shall be responsible for custodial services for their respective areas of the building. The common area shall either be jointly maintained or maintained by the respective parties on a rotating basis.
- 8.5 The City shall maintain the outside grounds including the playfield area.
- 8.6 The School District shall pay the water/sewer bill for the entire building.
- 8.7 The City will pay the water bill for the grounds.
- 8.8 The City and School District shall be responsible for the repair, maintenance, and improvement of their



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



volleyball nets or other equipment before the gym is released for City use.

9.3.2 The City shall have use of the gymnasium subject to school district maintenance after school on school days, anytime Saturday or Sunday, on school holidays or during school vacations. The City shall be responsible for scheduling and supervising third party use during its period of use/control.

9.3.3 Should mutual agreement not be reached on scheduling resulting in both parties desiring to use the gymnasium at the same time, then each party shall be entitled to use one-half of the gymnasium.

9.3.4 All requests for use of the gymnasium after school Monday through Friday or Saturday or Sunday by groups sponsored by the School District or the City shall be made to the City Public Services Department and will only be authorized after approval by the City and the School District.

9.3.5 No rental shall be charged the City for use of the gymnasium by the City for the purpose of sponsoring recreational programs and events offered by the Public Services Department of the City.

9.3.6 The City shall supervise all of its programs and activities conducted in the gymnasium.



CITY OF PULLMAN



INTERLOCAL AGMT WHITMAN COUNTY

647267  
PAGE: 13 of 21  
07/17/2003 09:32A  
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- 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.



13. ENTIRE AGREEMENT

This Agreement embodies the entire Agreement between the City and the School District. No alteration or variation of terms of this Agreement shall be valid unless made in writing and signed by the parties hereto. Oral understanding or agreements not incorporated herein shall not be binding.

14. NOTICES

All notices to be given under this Agreement shall be given as follows:

14.1 Notice to the City: City Supervisor, City of Pullman,  
325 SE Paradise Street, Pullman, WA 99163.

14.2 Notice to the School District: Superintendent,  
Pullman School District No. 267, 240 SE Dexter  
Street, Pullman, WA 99163

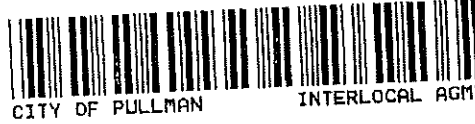
15. APPROVALS

15.1 The City Council of the City by resolution adopted at its meeting held May 25, 1999, has approved and authorized the terms of this Agreement, as amended herein on July 8, 2003.

15.2 The Board of Directors of School District, by motion passed at its meeting held May 26, 1999, has approved and authorized the terms of this Agreement, as amended herein on June 25, 2003.

16. INTERPRETATION

As a further condition of this contract, the parties acknowledge that this agreement shall be deemed and construed to have been prepared mutually by each party and it shall be expressly agreed that any uncertainty or ambiguity existing therein shall not be construed against any party. In the event that any party shall take an action, whether judicial or otherwise, to enforce or interpret any of the terms of the



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. SUPERSESION 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: *Arthur D. Charnell*

Mayor

By: *Luel W. [Signature]*

Chairperson

ATTEST:

*Troy [Signature]*

Finance Director

ATTEST:

*Thomas [Signature]*

Secretary of the Board

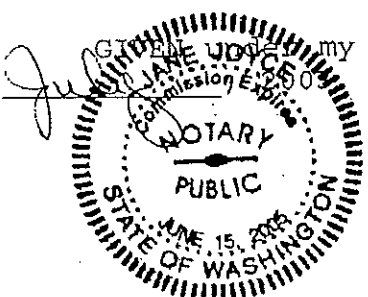
Date: *July 9, 2003*

Date: *6/25/03*

STATE OF WASHINGTON )  
 )  
 County of Whitman ) SS.

On this day personally appeared before me MITCHELL D. CHANDLER, MAYOR, and TROY WOO, FINANCE DIRECTOR, respectively, of the CITY OF PULLMAN, A MUNICIPAL CORPORATION OF THE STATE OF WASHINGTON, the municipal corporation that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument, and that the seal affixed is the corporate seal of said municipal corporation.

GIVEN under my hand and official seal this 9<sup>th</sup> day of July, 2003.

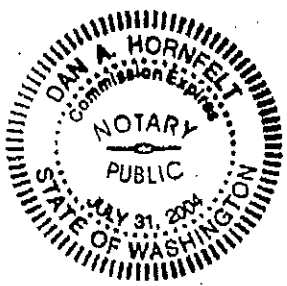


Jane Joyce  
 NOTARY PUBLIC in and for the State  
 of Washington, residing at Pullman  
 My commission expires: 6.15.2005.

STATE OF WASHINGTON )  
 )  
 County of Whitman ) SS.

On this day personally appeared before me Karl Johanson, CHAIRPERSON, and TOM ROCKEFELLER, SECRETARY, of the Board of Directors, respectively, of PULLMAN SCHOOL DISTRICT NO. 267, the municipal corporation that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument, and that the seal affixed, if any, is the corporate seal of said municipal corporation.

GIVEN under my hand and official seal this 27<sup>th</sup> day of June, 2003.



Dan A. Hornfelt  
 NOTARY PUBLIC in and for the State  
 of Washington, residing at Whitman County  
 My commission expires: 7-31-04.

# CITY/SCHOOL FACILITY COMPARISON & NEEDS

## SCHEDULE "A"

### SCHOOL-OWNED:

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

# CITY/SCHOOL FACILITY COMPARISON & NEEDS

## SCHEDULE "C"

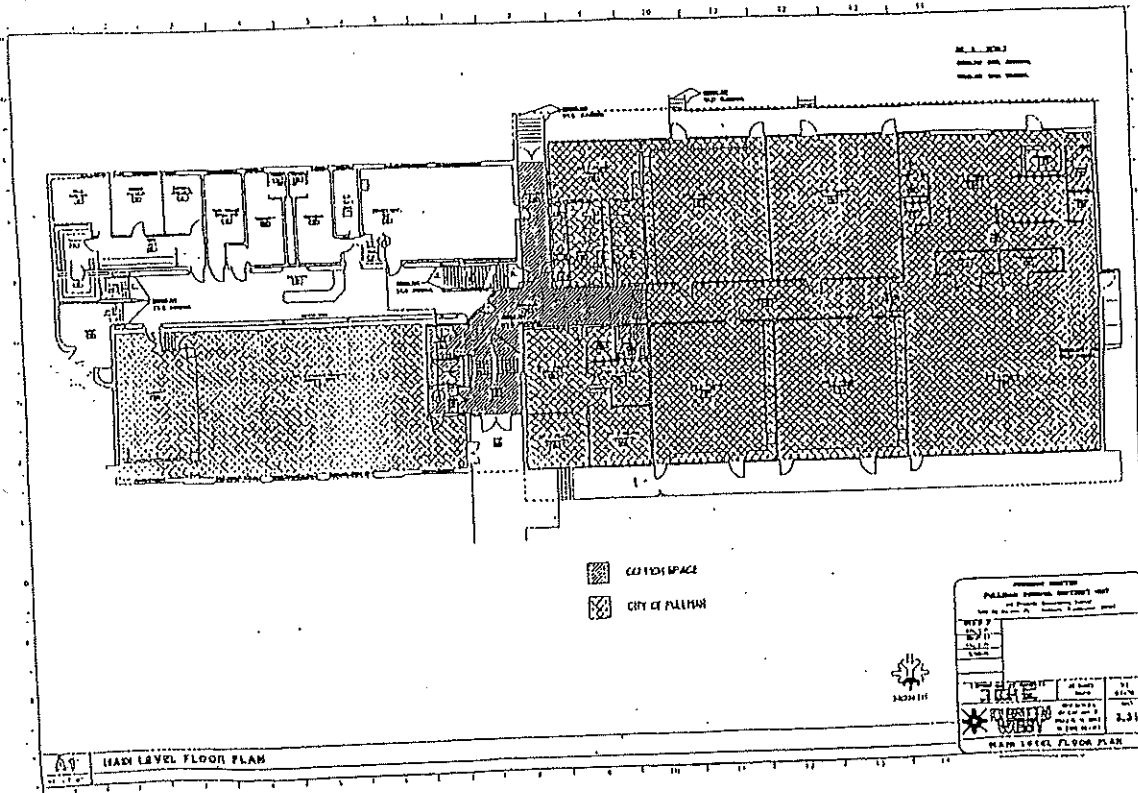
### JOINTLY-OPERATED FACILITIES:

Facility	City Schedule	PSD Schedule	City Maintained	PSD Maintained	City Capital	PSD Capital
Military Hill Park	Yes		Yes		Yes	
Rowland Athletic Complex	1	Yes		Yes		Yes
Pioneer Center Common Area	Yes	Yes	Yes	Yes	Yes	Yes
Pullman Aquatic Center	Yes		Yes		Yes	Yes
Sunnyside Gymnasium	2	2		Yes	Yes	Yes

### Key:

- 1 City schedule during summer season only
- 2 PSD schedule -- until 3:15pm, Monday-Friday during school days only. City schedule all other times.

SCHEDULE "D"



PROJECT NUMBER PULLMAN POLICE DISTRICT 1007			
ALL RIGHTS RESERVED BY THE CITY OF PULLMAN			
DATE OF REVISION 12/10/03			
SHEET 2010	OF 2010	DATE 12/10/03	BY J. J. JONES
TITLE PULLMAN POLICE DISTRICT 1007		SCALE 1" = 10'	SHEET 2010
MAIN LEVEL FLOOR PLAN			

## CITY/SCHOOL FACILITY COMPARISON & NEEDS

### SCHEDULE "E"

#### SCHOOL DISTRICT FACILITY MANAGERS:

Facility	Manager
Franklin Elementary	Principal
Jefferson Elementary	Principal
Sunnyside Elementary	Principal
Lincoln Middle	Assistant Principal
Pullman High and All Other Facilities	Activities Director

## 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
	Reaney	Unknown	Unknown
	Sunnyside	Unknown	Unknown
	Terre View	Unknown	Unknown
Pools	Outdoor - Reaney Park	Unknown	Unknown
	Indoor - Aquatic Center	Unknown	Unknown
Tennis Courts	Military Hill	Unknown	Unknown
	Sunnyside Park	Unknown	Unknown
	Kruegel Park	Unknown	Unknown