

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE TOWN OF CASTLE ROCK
AND
DOUGLAS COUNTY SCHOOL DISTRICT RE. 1**

This Intergovernmental Agreement (“Agreement”) is made this _____ of _____, 2015 by and between DOUGLAS COUNTY SCHOOL DISTRICT RE. 1, State of Colorado (“School District”) and the TOWN OF CASTLE ROCK, a Colorado municipal corporation (“Town”).

WHEREAS, the School District and Town have a common interest with respect to the public served; and

WHEREAS, both the Town and the School District use taxpayers’ money for operations and development; and

WHEREAS, it is the desire of both parties to use said tax money in a wise and efficient manner; and

WHEREAS, the Town has provided additional funding to the School District to facilitate the expansion of the gymnasiums at both the Castle Rock Middle School and Mesa Middle School; and

WHEREAS, the Town has provided funding to the School District to install lights for the tennis courts at Douglas County High School; and

WHEREAS, the Town and the School District have had an IGA in place since 2002 for the joint use of facilities; and

WHEREAS, the Town and the School District promote and operate recreational programs, activities, and services for the benefit of the community; and

WHEREAS, the Town and the School District wish to continue and improve the close cooperation with respect to operating and maintaining, as well as planning and developing, facilities of common interests; and

WHEREAS, the School District and the Town have a mutual desire to maximize the efficient use of outdoor facilities (pools, multi-purpose fields, baseball and softball fields, rinks, courts, turf fields and parks) and indoor facilities (gymnasiums, classrooms, auditoriums, cafeterias, pools); and

WHEREAS, the Town has the desire to provide for the recreational and leisure time needs of the citizens within its boundaries, and the School District has a desire to provide for the educational and sport/activity needs of the citizens within its boundaries.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed between the parties as follows:

Section 1. Cooperative Use. It is the intent of this Agreement to provide for joint and cooperative usage of facilities in lieu of rental fees and other charges, including damage deposits, being assessed to either party.

Section 2. Cooperative Efforts. It is understood and agreed between the School District and the Town that the terms, conditions and provisions of this Agreement shall be liberally construed in order to promote a harmonious relationship with regard to the co-existence of the School District programs and the Town of Castle Rock programs. It is the responsibility of both the Town and the School District to communicate the terms of this Agreement to respective Staff and monitor for compliance. In the event that there is an irreconcilable dispute between the parties with regard to an interpretation of the terms, conditions and provisions of this Agreement, the matter shall be referred to the Director of Parks and Recreation of the Town of Castle Rock and the Chief Operating Officer of Douglas County School District, or designee, for resolution.

Section 3. Shared Facilities.

A. The School District shall make available to the Town: gymnasiums and fields of all elementary schools and middle schools located within the municipal limits of the Town of Castle Rock, and high school classrooms, auditoriums, cafeterias, tennis courts, softball fields, football fields/track and all other facilities owned by the School District.

B. The Town shall make available to the School District: indoor and outdoor pools, gymnasiums and meeting rooms, Red Hawk Ridge golf course, tennis courts, multi-purpose fields, baseball/softball fields, rinks and all other facilities owned by the Town of Castle Rock.

C. Charter Schools: The School District does not have the authority or responsibility for scheduling or maintenance of Charter School facilities. Therefore, at this time, the mutual benefit of shared facilities as described in this agreement cannot be extended to Charter Schools. However, to receive the mutual benefits of shared facilities, Charter Schools may consider entering into a separate agreement with Castle Rock.

Section 4. Term. This Agreement shall be effective and shall supersede any previous agreements between the parties. The term of this Agreement is five (5) years from the date hereof (“Initial Term”). This Agreement shall be reviewed each calendar year thereafter. After the Initial Term, either party may elect not to renew this Agreement and terminate the same by providing written notice of termination to the other party within thirty (30) days of the renewal date for the next year. If this Agreement is not terminated pursuant to the terms of this paragraph, then renewal shall be automatic for the next year.

Both parties agree to meet in July of each year for the purpose of reviewing the previous term's usage to consider any problems or conflicts arising out of the shared use plan and to schedule usage for the coming year. Both parties agree to work together to resolve any conflicts in an expeditious manner.

Section 5. Facility Management. The Town and the School District shall have control and management of their respective sites, buildings and facilities. The parties will cooperatively schedule sites, buildings and facilities. First priority shall be given to the facility owner for its scheduled programs, for maintenance and/or renovation projects. Secondary priority shall be given to the Town or the School District, unless specifically identified. The subletting of facilities by either party is prohibited.

Section 6. Scheduling of Events. The Town and the School District will jointly request their needs including dates and times, of the other party's facilities at mutually agreed upon time(s) during the year. All requests should be placed 21 days prior to the acceptance of outside/private requests.

The Town and the School District will make every effort to disperse requests equally amongst all facilities.

Section 7. Hours of Operation.

A. School buildings used for Town programs or meetings will normally be held between 6:00 p.m. and 9:30 p.m. (or as available), Monday through Friday and 7:00 a.m. to 7:00 p.m. on Saturday. Extensions of time for programs, special events, or extenuating circumstances must be made in advance by the Town with the School District Facility Use Coordinator.

School outdoor facilities for Town programs may be used Monday through Saturday, between 8:00 a.m. and dark when school is not in session. When school is in session, outdoor facilities may be used after school or after school sponsored activities are finished.

B. Town buildings and outdoor facilities used for School District programs will normally be held during regular operating hours of said building or facility. Extensions of time for programs, special events or extenuating circumstances must be made in advance by the School District, with the Parks and Recreation Department.

Town outdoor facilities for School District programs will normally be held during the day, Monday through Saturday between 8:00 a.m. and 11:00 p.m.

Section 8. Staffing/Supervising Requirements. At any time the School District buildings are in use, a custodian or contract cleaning personnel will be on duty. At any time Town buildings are in use, a facility staff member will be on duty. If the time of building use extends beyond the scheduled duty hours of staff, the School District

and/or Town will schedule staff throughout the period of use and as necessary to secure the building. If the scheduled event extends beyond the contracted time, the occupying party may be required to reimburse the operating agency for staff hours required to supervise the facility. During periods of use in School District or Town buildings and facilities, the respective parties shall assume total responsibility for the supervision of the programs undertaken and shall further assume total responsibility for any damages to any facilities and equipment.

Section 9. Vacation Schedule. Use of middle school buildings during school vacation periods will be made available for programs of the Town based upon:

- A. The nature of the program;
- B. Consideration of the School District's use of their facilities and their maintenance and/or remodeling programs; and/or
- C. Prior agreement between representatives of the Town and the School District.

Section 10. Maintenance. The Town and the School District shall assume responsibility for the ordinary maintenance associated with its respective sites, buildings and facilities and repairs to equipment therein. When using High School softball/baseball fields and/or other school fields, the Town will be responsible for field preparation and maintenance of dirt infields, adhering to district standards, of these facilities and also for removal of trash at these facilities. The Town and the School District shall provide adequate trash receptacles at all facilities.

Section 11. Dangerous Condition. The School District and the Town agree to immediately inform each other, by providing written notice in accordance with Section 21, herein, of any dangerous or potentially dangerous condition existing on the property subject to this Agreement.

Section 12. Damage. In the case of damage, theft or destruction to any building or facility used under this Agreement, the particular user at the time of the damage, theft or destruction shall be fully responsible for the funding of full repair, replacement or reconstruction, as required; provided however, that if the responsible party is either the School District or the Town, both understand and agree that said funding for maintenance, repair, replacement or reconstruction is expressly subject to appropriation by the governing body of each respective party. To the extent any damage is covered by insurance, the proceeds of such insurance will be used for the repairs.

Section 13. Fees and Charges. It is the intent of this Agreement to provide for joint and cooperative usage of facilities. Either party has the right to charge admission fees, setup and equipment charges, or staff hours as mutually agreed upon and set forth in the Schedule of Fees. Said fees will be established annually and be effective as of the joint scheduling meeting, or no later than July 1st of each year.

Section 14. Special Provisions Related to Designated Facilities.

A. Miller Activity Center. The School District will receive priority use (after Town programmed use) of the Miller Activity Center between the hours of 6:00- 8:00 a.m. and 2:00 - 4:00 p.m. while school is in session (excluding “no student days”). Additionally, the School District will be afforded priority (after Town programmed use and permitted rental use) between the hours of 4:00 - 9:00 p.m, if a request for scheduling is received within 48 hours of the desired time.

B. Clear Sky Elementary Turf Field.

1. Annual Review. The Town and a representative of the Clear Sky Elementary shall meet in January of each year to make arrangements for the scheduling of a calendar for the spring, summer and fall of the upcoming year regarding use of the fields. Five years from the date of installation of the turf fields (such date being _____), both parties will inspect the play surfaces to assess the level of deterioration that has occurred. This process shall be repeated each July thereafter, in order to allow adequate time for the planning, budgeting and installation of replacement turf.

2. Scheduled Use. The Town shall have the exclusive right to schedule use of the turf field after school hours, during school breaks and weekends.

3. Rental Fees. The Town shall have the right to assess and collect fees for the rental of Clear Sky turf field in accordance with the Town’s park reservation policy during hours of Town use. It is understood that reservations approved by the Town shall be taken on a first come, first served basis to all members of the community, however the Town’s park reservation policies shall be in effect as approved by the Town.

4. Field Agreements. Any user reserving the Clear Sky turf field through the Town shall execute a reservation contract prior to scheduled use, which includes current School District policies as submitted to the Town. The School District shall notify the Town of any changes or revisions to policies regarding the use of the Clear Sky Elementary turf field. Pathway snow removal will be a shared responsibility to be determined by both parties at the time the snow event occurs.

5. Synthetic Turf Replacement/Repair. The School District and the Town agree to share costs for replacement of synthetic turf and to share repair costs when repair is deemed necessary. Replacement costs will be determined based upon the respective field usage over the (5) years prior to the actual replacement construction project.

6. Maintenance. The School District and the Town shall maintain the turf field in a manner that contributes to both the safety of field users and to the enjoyment of spectators. Maintenance standards shall be established and agreed upon by both the School District and the Town that meet or exceed the current standards utilized and developed by the Town's Parks and Recreation staff in relation to sports field use.

7. Master Schedule. The Town will create and maintain the master schedule for after school field use for Clear Sky.

C. Douglas County High School Tennis Courts

1. Annual Review. The proposed schedule shall be reviewed in January of each year to adjust and finalize the schedule as necessary for the coming year's activities. Each year, both parties will inspect the play surfaces, fencing, gates, lights, nets, and windscreens to assess the level of deterioration and/or damage that has occurred.

2. Scheduled Use. The School District shall have exclusive right to schedule usage of tennis courts, during school hours and for any school sponsored activities when school is in session. Additionally, the School District shall have first right to schedule after hours and during school breaks and/or vacations, provided that the use has been scheduled and coordinated with the Town and activity is for school directed or related activities.

The Town shall have the exclusive right to schedule use of the tennis courts when the School District is not using courts for school or tennis program related activities. A representative of the Town, Douglas County High School and/or the School District shall meet in January of each year to make arrangements for the scheduling of a calendar for the spring, summer and fall of the upcoming year, regarding use of the Tennis Courts.

The School District shall notify the Town of any changes or revisions to policies regarding use of the tennis courts.

3. Tennis Court Maintenance/Repair/Replacement. The School District shall be responsible for maintenance or replacement of fences, gates and wind screens of the tennis courts/facility and operational cost of lights. The Town shall be responsible for the maintenance or replacement of lights and any damage done to any part of the facility during known "public use" or during Town related programmed or scheduled use. The School District shall be responsible for maintenance or replacement of any damage done to any part of the facility during known "school usage." The Town shall be responsible for the cost of surface maintenance or refinish. Resurfacing needs will be determined by manufacturer standards and each year both parties will inspect the play surfaces to assess the

level of deterioration that has occurred. The Town and the School District shall equally share in cost for net replacement.

The School District and the Town shall maintain the courts in a manner that contributes to both the safety of court users and to the enjoyment of spectators. Maintenance standards shall be established and agreed upon by both the School District and the Town that meet or exceed the current standards utilized and developed by Douglas County School District.

5. **Lights.** Light Control box will be open and available for lights to be switched on manually from dark to 10 p.m.. Lights are to be used exclusively for tennis activities, league play, programmed use and public use.

6. **Master Schedule.** The Town will create and maintain a master schedule for permitted, programmed or scheduled use of the tennis courts during non-school usage times. Douglas County High School will create and maintain the master schedule for usage of the tennis courts during school related usage times. The Town will be responsible for posting “open” times for public use.

Section 15. **Budget.** It is understood and agreed by the School District and the Town that their involvement in the Agreement does not in any way create an obligation on either party to budget monies for expenditures under this Agreement, but both parties agree to give due consideration to budgeting such amounts each year that are necessary to fulfill the terms and conditions of this Agreement.

Section 16. **Appropriation of Funds.** Performance of each party’s obligations under this Agreement is expressly subject to appropriation of funds by each party. Further, in the event that the funds are not appropriated, in whole or in part, sufficient to fulfill obligations of this Agreement, or funds may not be expended due to State statute spending limitations, then either party may terminate this Agreement.

Section 17. **Recreation Center Memberships.** As an additional consideration of this Agreement, it is agreed that the Town will provide Recreation Center memberships to any School District full-time employee without regard to residency status, at a discount of 10% off the regular Recreation Center fees for Castle Rock residents. This discount shall apply to adult and family memberships for quarterly, six month, or annual season passes only, and shall not apply to children’s passes, senior discounts, daily admissions, programs or other special rates. There will be no rebate given by the Recreation Center for new or current School District employees who have existing memberships.

Section 18. **Insurance.** The School District and the Town shall procure and maintain adequate hazard and liability insurance coverage for claims which may arise during the periods of time in which that party has control of the site. Such coverage’s shall be procured from insurers which are authorized to do business in the State of Colorado.

Section 19. Workers Compensation. Both parties shall at their own expense keep in full force and effect during the term of this agreement statutory Workers Compensation Insurance.

Section 20 Compliance. It is understood and agreed that either party may terminate this Agreement should the other party fail to comply with the terms, conditions and provisions of this Agreement. Such termination as a result of breach shall not be effective unless the aggrieved party has given written notice of the alleged breach and provided the party in default with thirty (30) days to cure the breach. If the defaulting party is still in breach of the Agreement after said thirty (30) days, then the other party shall have the right to terminate upon written notice thereof to the defaulting party.

Section 21. Notice. Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the party to whom such notice is to be given at the address set forth below, or at such other address as has been previously furnished in writing to the other party or parties. Such notice shall be deemed given when deposited in the United States mail.

Douglas County School District Re. 1
Chief Operating Officer
620 Wilcox Street
Castle Rock, Colorado 80104

Town of Castle Rock
Director of Parks and Recreation
100 N. Wilcox Street.
Castle Rock, Colorado 80104

Section 22. Enforcement. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement shall be strictly reserved to the Town and the School District and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the Town and the School District that any person other than the Town or the District receiving services or benefits under this Agreement shall be deemed to be and incidental beneficiary only.

Section 23. Amendment. No amendment or modification of this Agreement shall be valid unless expressed in writing and executed by the parties hereto in the same manner as the execution of this Agreement.

Section 24. Integration. This is a completely integrated Agreement and contains the entire agreement between the parties, and any written or oral agreements which are different from the terms; conditions and provisions of this Agreement shall be of no effect and shall not be binding upon either party.

Section 25. Assignment of Agreement. This Agreement shall not be assigned by either party without prior written consent of the other party.

Section 26. Governing Law. This Agreement is made and delivered in the State of Colorado and shall be construed and enforced in accordance with the laws thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year written above.

DOUGLAS COUNTY SCHOOL DISTRICT RE. 1

By: _____ Date _____
Director of Activities & Athletics

By: _____ Date _____
Director of Operations of Maintenance

ATTEST:

TOWN OF CASTLE ROCK

Sally A. Misare, Town Clerk

David L. Corliss, Town Manager

Approved as to form:

Approved as to content:

Robert J. Slentz, Town Attorney

Jeff Brauer, Director of Parks & Recreation