

**CITY OF FIFE
DEPARTMENT OF PARKS, RECREATION & COMMUNITY SERVICES
FIFE SWIM CENTER
FACILITY USE AGREEMENT**

THIS FACILITY USE AGREEMENT is made and entered into this 1st day of September 2015 between Fife School District, hereinafter referred to as the "District," and City of Fife Department of Parks, Recreation, & Community Services a legal subdivision of the State of Washington, hereinafter referred to as "City of Fife," for the use, by the District, of the Fife Swim Center, showers, locker rooms and related facilities, hereinafter referred to as the Swim Center.

WHEREAS the District desires to use City of Fife facilities for conducting certain programs of instruction in swimming and aquatic sports and the City of Fife desires to have the District use the City of Fife Swim Center, also known as the Fife Swim Center, located at 5410 20th Street East, Fife for such purposes; and

WHEREAS the City of Fife is willing to allow the District to use the above referenced recreation facility in return for payment of rent and the District is willing to pay rent at an hourly rate for its use of the facility, therefore, in consideration of the promises herein the parties agree as follows:

1. TERM OF AGREEMENT, HOURS AND RATE OF RENT. The term of this Facility Use Agreement shall be from September 1, 2015, to August 31, 2018. The District shall be entitled to use the Fife Swim Center beginning August 3, 2015. The specific hours of pool use that are available for use by the District shall be determined by the Swim Center Supervisor and are set forth below.

- A) Interscholastic (Swim Team) Program
Practice:
Monday – Friday 2:30p.m. to 4:15p.m. (September – March)
Monday – Friday 3:00p.m. to 4:30p.m. (August)
Home Swim Meet Dates – 2:15p.m. to 4:30p.m.
- B) Instructional Program:
Monday through Friday 1:30p.m. to 2:30p.m.

The School District's Program Schedule may be adjusted upon written notice to the Swim Center Supervisor for the following:

- A) The Interscholastic Program Hours as agreed upon.
- B) The Instructional Program Hours as agreed upon.

In addition, when the City of Fife has not scheduled the Swim Center's use to others, the District may upon reasonable notice to the City of Fife, request permission to

use the Fife Swim Center for additional hours on school or non-school days. The City of Fife shall not unreasonably withhold its permission.

The District shall pay the City of Fife \$40.00 per hour for pool use for Interscholastic Program Hours (i.e. the Fife High School Girls and Boys Swim Teams). The District shall pay the City of Fife a flat fee of \$75.00 for set up and take down of the Swim Center for home swim meets. No fee shall be charged for Instructional Program Hours. The rental rates will be renegotiated in May 2018.

In the event that the parties fail to timely execute a new Pool Use Agreement upon the expiration of this agreement, the terms of this Pool Use Agreement shall remain in full force and effect, until a new Pool Use Agreement is executed or until this Pool Use Agreement is terminated pursuant to Section (9) herein.

2. SUPERVISORY AND INSTRUCTIONAL PERSONNEL. All persons empowered by the District with supervision and/or responsibility for the various school aquatic programs shall have current lifeguard training certification, current CPR certification, and current first aid certification. District Swim coaches may substitute United States Swimming Safety Training for Swim Coaches in place of life guard training. On deck District Swim coaches must submit copies of all required safety and coaching certifications to the Swim Center Supervisor no later than August 1st each year.

The District assumes full responsibility for ensuring compliance with this Section (2) and acknowledges that City of Fife is not responsible for ensuring compliance with this Section.

3. EQUIPMENT. Equipment necessary for the District program shall be provided by the District except the equipment listed in Exhibit A attached hereto shall be provided by City of Fife.

4. SAFETY & COMPLIANCE WITH REGULATIONS. The District programs shall be conducted in conformance with all applicable safety regulations adopted by the State of Washington as now enacted or as hereinafter amended, including, but not limited to Chapter 246-260 WAC

The District assumes full responsibility for ensuring compliance with Section (4) relative to District staff and training for those with supervisory responsibility of students in its care. All District student participants in Interscholastic and Instructional programs at the Fife Swim Center must abide by all Swim Center safety and operational rules. The City of Fife assumes and acknowledges responsibility as owner of the facility under the above-referenced state regulations, including but not limited to all matters related to facility design, maintenance, pool staffing unrelated to District use, and general operation, except that the District shall assume all obligations and duties of an owner under WAC 246-260-131(6) and WAC 246-260-131(8) relative to the District's programs under this Agreement.

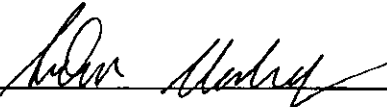
5. PROCEDURE FOR NEEDS AND COMPLAINTS. Each party shall designate a person who shall be responsible for handling the administrative needs with respect to their use of the above referenced swimming pool. The designee for the District shall be the Fife School District Athletic Director. The designee for the City of Fife shall be the Fife Swim Center Supervisor. Suggestions and/or complaints between the parties shall be transmitted through such persons.

6. INCORPORATION OF AGREEMENT REGARDING ACTIVE RECREATIONAL PROGRAMS. The Interlocal Agreement between City of Fife and Fife School District Regarding Active Recreational Programs dated January 8, 2002, is hereby incorporated by reference into this Agreement. In the case of conflict between the language of the Facility Use Agreement and the Interlocal Agreement, the Interlocal Agreement shall control.

7. SEVERABILITY. If any provision of this Agreement or the application of any term or provision to any person or circumstance is invalid or unenforceable, the remainder of this agreement, or the application of the term or provision or persons or circumstances other than those as to which it is held invalid, or unenforceable, will not be affected and will continue in full force.

8. NON-WAIVER. Failure of City of Fife to insist on strict performance of the terms, agreements and conditions herein contained, or any of them, shall not constitute or be construed as a waiver or relinquishment of City of Fife's right thereafter to insist on compliance with any such term, agreement, or condition, but the same shall continue in full force and effect.

9. TERMINATION. This Facility Use Agreement may be terminated by City of Fife or by the District upon written notice to the other party at least thirty (30) days in advance of the intended termination date.

By: 

Subir Mukerjee
City Manager
CITY OF FIFE

By: 

Kevin Alfano
Superintendent
FIFE SCHOOL DISTRICT

Date: 11/25/15

Date: 11/12/15

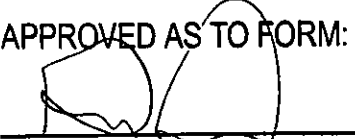
APPROVED AS TO FORM:

City Attorney

EXHIBIT A

“Fife Swim Center Equipment List”

Fife School District shall be authorized to use Fife Swim Center equipment for operation of various District instructional classes and interscholastic athletic programs conducted at the Fife Swim Center. Equipment authorized for use includes:

- Backstroke Flags
- Lane Lines
- Kickboards
- Swim Fins
- Pull Buoys
- Hand Paddles
- Flotation Mats
- Megaphones
- Starting Blocks
- Scoreboard*
- Lap Counters*
- Timing Touch Pads*
- Timing Console*
- Timing System Cables*
- Starting Unit / PA System*

*The Fife School District is the sole user of this equipment. The City agrees to perform basic maintenance on this equipment at its sole cost and expense. Should the equipment fail or require major maintenance or repair, the District shall assume full responsibility for payment of all costs incurred or may choose to no longer use that equipment.

**CITY OF FIFE
DEPARTMENT OF PARKS, RECREATION & COMMUNITY SERVICES
FIFE SWIM CENTER
FACILITY USE AGREEMENT**

THIS FACILITY USE AGREEMENT is made and entered into this 9th day of November 2010 between Fife School District, hereinafter referred to as the "District," and City of Fife Department of Parks, Recreation, & Community Services a legal subdivision of the State of Washington, hereinafter referred to as "City of Fife," for the use, by the District, of the Fife Swim Center, showers, locker rooms and related facilities, hereinafter referred to as the Swim Center.

WHEREAS the District desires to use City of Fife facilities for conducting certain programs of instruction in swimming and aquatic sports and the City of Fife desires to have the District use the City of Fife Swim Center, also known as the Fife Swim Center, located at 5410 20th Street East, Fife for such purposes; and

WHEREAS the City of Fife is willing to allow the District to use the above referenced recreation facility in return for payment of rent and the District is willing to pay rent at an hourly rate for its use of the facility, therefore, in consideration of the promises herein the parties agree as follows:

1. TERM OF AGREEMENT, HOURS AND RATE OF RENT. The term of this Facility Use Agreement shall be from January 1, 2011, to June 30, 2012. The District shall be entitled to use the Fife Swim Center beginning January 3, 2011. The specific hours of pool use that are available for use by the District shall be determined by the Swim Center Manager. The School District's Program Schedule may be adjusted upon written notice to the Swim Center Manager for the following:

- A) The Interscholastic Program Hours as agreed upon.
- B) The Instructional Program Hours as agreed upon.

In addition, when the City of Fife has not scheduled the Swim Center's use to others, the District may upon reasonable notice to the City of Fife, request permission to use the Fife Swim Center for additional hours on school or non-school days. The City of Fife shall not unreasonably withhold its permission.

The District shall pay the City of Fife \$33.00 per hour for pool use for Interscholastic Program Hours (i.e. the Fife High School Girls Swim Team) during the term of this agreement. No fee shall be charged for Instructional Program Hours. The rates will be renegotiated in May 2012.

In the event that the parties fail to timely execute a new Pool Use Agreement upon the expiration of this agreement, the terms of this Pool Use Agreement shall

remain in full force and effect, until a new Pool Use Agreement is executed or until this Pool Use Agreement is terminated pursuant to Section (9) herein.

2. SUPERVISORY AND INSTRUCTIONAL PERSONNEL. All persons empowered by the District with supervision and/or responsibility for the various school aquatic programs shall have current lifeguard training certification, current CPR certification, and current first aid certification. The District personnel acting as dive coaches may substitute United States Diving National Safety Certification in place of life guard training. Swim coaches may substitute United States Swimming Safety Training for Swim Coaches in place of life guard training.

The District assumes full responsibility for ensuring compliance with this Section (2) and acknowledges that City of Fife is not responsible for ensuring compliance with this Section.

3. EQUIPMENT. Equipment provision, maintenance, repairs, and replacement are further defined in Exhibit A.

4. SAFETY & COMPLIANCE WITH REGULATIONS. The District programs shall be conducted in conformance with all applicable safety regulations adopted by the State of Washington as now enacted or as hereinafter amended, including, but not limited to Chapter 246-260 WAC

The District assumes full responsibility for ensuring compliance with Section (4) relative to District staff and training for those with supervisory responsibility of students in its care.

The City of Fife assumes and acknowledges responsibility as owner of the facility under the above-referenced state regulations, including but not limited to all matters related to facility design, maintenance, pool staffing unrelated to District use, and general operation, except that the District shall assume all obligations and duties of an owner under WAC 246-260-131(6) and WAC 246-260-131(8) relative to the District's programs under this Agreement.

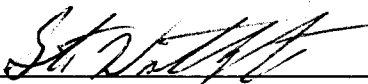
5. PROCEDURE FOR NEEDS AND COMPLAINTS. Each party shall designate a person who shall be responsible for handling the administrative needs with respect to their use of the above referenced swimming pool. The designee for the District shall be the Fife School District Athletic Director. The designee for the City of Fife shall be the Fife Swim Center Manager. Suggestions and/or complaints between the parties shall be transmitted through such persons.

6. INCORPORATION OF AGREEMENT REGARDING ACTIVE RECREATIONAL PROGRAMS. The Interlocal Agreement between City of Fife and Fife School District Regarding Active Recreational Programs dated January 8, 2002, is hereby incorporated by reference into this Agreement. In the case of conflict between the language of the Facility Use Agreement and the Interlocal Agreement, the Interlocal Agreement shall control.

7. SEVERABILITY. If any provision of this Agreement or the application of any term or provision to any person or circumstance is invalid or unenforceable, the remainder of this agreement, or the application of the term or provision or persons or circumstances other than those as to which it is held invalid, or unenforceable, will not be affected and will continue in full force.

8. NON-WAIVER. Failure of City of Fife to insist on strict performance of the terms, agreements and conditions herein contained, or any of them, shall not constitute or be construed as a waiver or relinquishment of City of Fife's right thereafter to insist on compliance with any such term, agreement, or condition, but the same shall continue in full force and effect.

9. TERMINATION. This Facility Use Agreement may be terminated by City of Fife or by the District upon written notice to the other party at least thirty (30) days in advance of the intended termination date.

By:  _____

Steve Worthington
City Manager
CITY OF FIFE

By:  _____

Steve McCammon
Superintendent
FIFE SCHOOL DISTRICT

Date: _____

Date: 12-8-10 _____

EXHIBIT A

"Fife Swim Center Equipment List"

Fife School District shall be authorized to use Fife Swim Center equipment for operation of various District instructional classes and interscholastic athletic programs conducted at the Fife Swim Center. Equipment authorized for use includes:

- Kickboards
- Swim Fins
- Pull Buoys
- Hand Paddles
- Flotation Mats
- Megaphones
- Starting Blocks
- Scoreboard*
- Lap Counters*
- Timing Touch Pads*
- Timing Console*
- Timing System Cables*
- Starting Unit / PA System*

*The City of Fife purchased this equipment in 1999 when the city conducted a competitive U.S. Swim Team program. The City no longer conducts this program. Currently, the Fife School District is the sole user of this equipment. The City agrees to perform basic maintenance on this equipment at its sole cost and expense. Should the equipment fail or require major maintenance or repair, the District shall assume full responsibility for payment of all costs incurred or may choose to no longer use that equipment.

RESOLUTION NO. 1385

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIFE, PIERCE COUNTY, WASHINGTON AUTHORIZING THE CITY MANAGER TO EXECUTE A FACILITY USE AGREEMENT WITH THE FIFE SCHOOL DISTRICT FOR USE OF THE FIFE SWIM CENTER

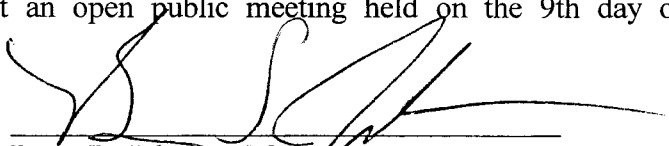
WHEREAS, there is in effect an interlocal agreement between the City of Fife and Fife School District No. 417 (the "School District") that provides a mechanism for allowing coordinated use of each other's recreational facilities (the "ILA"); and

WHEREAS, pursuant to the ILA, the City and the School District have entered facilities use agreements for the School District's use of the Fife Swim Center; and

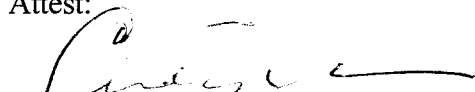
WHEREAS, the current facility use agreement has expired, and City and School District Staff have negotiated a new facilities use agreement for the period from January 1, 2011 to June 30, 2012, which incorporates the terms of the ILA; now, therefore,

BE IT RESOLVED that the City Council hereby authorizes the City Manager to execute the facility use agreement with the Fife School District attached hereto as Exhibit A for use of the Fife Swim Center.

ADOPTED by the City Council at an open public meeting held on the 9th day of November, 2010.


Barry D. Johnson, Mayor

Attest:


Steve Marcotte, City Clerk/Treasurer