

**AGREEMENT BETWEEN RENTON SCHOOL DISTRICT #403
And
CITY OF RENTON**

This Agreement, made and entered into this 17 day of Nov., 2011, by and between the City of Renton, a non charter code city under RCW 35A, a municipal corporation, hereinafter called the "City" and the Renton School District #403, State of Washington, hereinafter called "District."

WITNESSETH

WHEREAS, the City has established by ordinance the Community Services Department to be responsible for carrying out the purpose of community recreation by offering and supporting cultural arts programs, public assemblies and special events conducted at various venues; and

WHEREAS, the governing bodies of the City and the District are mutually interested in the development of these programs; and

WHEREAS, the City and the District are authorized to enter into agreements with each other, and to do any and all things necessary or convenient to aid and cooperate in the cultivation of good citizenship by providing for adequate programs of community recreation; and

WHEREAS, the District owns and operates the Renton IKEA Performing Arts Center within the City of Renton which could be used for programs of community recreation when not otherwise required for educational purposes or related reasons; and

WHEREAS, in the interest of providing the best public services with the least possible expenditure of public funds, cooperative use of such facilities is desirable; and

WHEREAS, the intent of the City's comprehensive plan and Arts & Culture Master Plan includes use of public community resources and a joint use concept can provide for the better utilization by both parties;

NOW THEREFORE, in consideration of the following covenants and promises, the City and the District do now agree to cooperate with each other in carrying out the above purposes, and to that end agree as follows:

I. Scope of Permission

The District shall grant the City permission to use of its Renton IKEA Performing Arts Center free of charge, whenever deemed practicable by the District, for the City to conduct cultural arts programs, public assemblies, and special events. The District shall give scheduled City activities first priority over other public or private agencies scheduling activities which do not directly involve or benefit students and parents of the District. Examples of events sponsored by the City that may request use of the Renton IKEA Performing Arts Center include, but are not limited to, concerts by the Renton City Band, Renton FilmFrenzy, Seattle International Film Festival – Renton, dance recitals, guest speakers, public forums, or other cultural arts performances.

II. City's Duty to Control and Supervise

The City shall be completely responsible for the control and supervision of scheduled activities using the District's facilities and shall protect against personal injury or property damage.

III. District's Duties

The District agrees to provide normal amenities such as heat, electricity and custodial care during the period of use. The City will reimburse the District for the costs of additional custodial, security, or maintenance services necessarily resulting from the use. These costs may include one lighting technician, one sound technician, one on stage deck hand, one house manager, and any overtime custodial charges. If the event requires staffing beyond this, the District will provide the City with a labor quote, based on the least expensive qualified options possible.

IV. City to Provide Equipment

The City agrees to provide the necessary equipment to engage in scheduled City activities within the District's facilities.

V. Consideration

The City of Renton having previously provided financial support for the construction, renovation, or remodeling of the IKEA Performing Arts Center at Renton High School, has provided valuable consideration for the right to use the IKEA Performing Arts Center, when it is available. Additionally, both Renton and the District receive the valuable benefit of being able to showcase the City and the facility to Renton and the surrounding communities.

VI. Reimbursement for Damages

The City agrees to reimburse the District for damages to District facilities resulting from the use of the facilities by program participants. The District reserves the right to

terminate the future use of the facility for a particular activity in the event damage related to that particular activity cannot be prevented.

VII. Inappropriate Conduct on District Property is Prohibited

Renton agrees to abide by the District's current Rules and Regulations concerning the use of property, facilities and/or grounds, including, but not limited to, the prohibitions on smoking.

VIII. Scheduling and Coordination

It is hereby agreed that a twelve-month schedule of dates for the use of the District's facilities be established in advance by the City and the District to avoid conflict between District and City use. If there is a scheduling conflict District events and programs and programs directly involving or benefiting District students and parents and a limited number of community uses that have a history of facility use shall have first priority; City programs shall have second priority; and any other events by other groups or agencies shall have third priority. City requests shall specify times, dates, and approximate durations, in a manner that will make it possible for the District to schedule school uses or groups or agencies that have third priority. The twelve-month schedule shall be forwarded to the District on or before June 1 of each year so that the District may establish a schedule for the next school year by July 15. Failure of the City to include a use or event on the twelve-month schedule shall not preclude additional requests after July 15. City requests shall specify times and dates in a manner that will make it possible for the District to schedule groups or agencies that have third priority.

IX. Schedule and Coordination Limitations

For purposes of keeping the space open to community rentals and school district usage, there will be a limit of twelve (12) city events in the facilities from September 1 through August 31 each year. The City will assign one person to coordinate scheduling these twelve events with the District manager.

X. Notice Guidelines

All events, activities, and/or programs must be submitted (in writing) in a timely fashion to the District's designated representative; however, both parties recognize that these uses and requirements may not be completely predictable. In the event of an emergency or important public event requiring use of a facility, the City may cancel or postpone the use of the facility without cost or penalty, provided that as much advance notice as is practicable is given to the District.

XI. Termination of this Agreement

It is further understood and agreed that either party to this Agreement may at any time terminate this Agreement upon giving to the other party ninety (90) days written notice

of its intention to terminate same, provided, however, that in the event a City program is in progress at the time, or scheduled within the 90 days, and the City receives written notice of the District's intent to terminate, termination of the Agreement shall not be effective until after the program is completed notwithstanding the fact that said completion date may be more than 90 days subsequent to the District's notice of termination. In order for a program to be in progress as that term is used in this Section, an application for use of the school facility must have been approved by the District.

XII. Indemnity by the City

It is agreed that in consideration for the City's use of any District facility and/or property, the City will defend, indemnify, and hold harmless the Renton School District, its elected and appointed officials, its employees and agents from any and all liabilities for claims, suits or demands, including fraudulent and groundless claims, suits or demands for personal injuries, including death, or for property damage or loss resulting from any City use of District facilities and/or property.

XIII. Insurance

The City shall maintain a policy of comprehensive general liability including participant liability protecting and indemnifying the District, its elected and appointed officials, its employees and agents against any and all claims, suits and actions arising out of or in connection with the use of the District's facilities and/or property as granted pursuant to this Agreement. Policy limits shall be in the amount of at least \$1,000,000 public liability for each occurrence. Said policy shall contain a provision requiring the carrier to provide at least 30 days notice prior to cancellation or amendment of the policy. A certificate of insurance shall be issued naming the District, its elected and appointed officials, its employees and agents as additional insured with respect to the policy if additional insured status can be reasonably arranged.

XIV. Term of the Agreement

The term of this Agreement shall be for three (3) years and subsequently may be renewed, after review by and approval of both parties, for such additional terms as the parties may agree.

XV. Dispute Resolution

In the event of any dispute over the interpretation or effect of this Agreement, the designated representatives of the parties shall meet, at the request of either, in an effort to resolve the dispute. If any dispute still remains, then the matter shall be referred to the City of Renton Chief Administrative Officer or his/her designee, and to the Superintendent of the Renton School District, or his/her designee, for resolution.

Failure to arrive a resolution after the Chief Administrative Officer and Superintendent, or their designees meet will require the parties to use a mutually agreed arbitrator to resolve the dispute.

A good faith effort to meet and attempt to resolve such disputes as provided herein shall be a prerequisite to a party's filing any litigation against the other party related to this Agreement.

XVI. Notices

Unless otherwise directed in writing, the primary point of contact for the City shall be the following:

City of Renton Community Services Department
Kris Stimpson, Recreation Manager
1055 South Grady Way
Renton, WA 98055

Unless otherwise directed in writing, the primary point of contact for the District shall be the following:

Jay Leviton, Director
Career & Life Skills Education
300 SW 7th Street
Renton, WA 98057

CITY OF RENTON

RENTON SCHOOL DISTRICT #403

11/17/2011
Date

9/29/11
Date

Denis Law
Signature

Jay Leviton
Signature

Denis Law, Mayor
Title

Director
Title

Attest:
Jason A. Seth
Jason A. Seth, Deputy City Clerk