

COUNCIL ACTION FORM

**SUBJECT: APPROVAL OF TEMPORARY FACILITIES USE AGREEMENTS
BETWEEN THE AMES COMMUNITY SCHOOL DISTRICT AND THE
CITY OF AMES**

BACKGROUND:

For as long as can be remembered, the Parks and Recreation Department was allowed to program the City's youth and adult sports activities in the Ames School District's High School, Middle School, and grade school gyms without charge. In the fall, the Parks and Recreation Director was informed that the Ames School District would be requiring the City to sign the same agreement as all other groups who use their facilities as well as begin charging the City for the use of School District space. Because of the lateness of this notification, this new cost to the City that is estimated to be \$88,000 annually was not included in our 2009-10 budget. Furthermore, even if these new costs were incorporated into our fee structure, the increases would be so significant they would have a chilling effect on our participation.

During the recent months, the Director of Parks and Recreation and various members of the Parks and Recreation Commission have urged the Ames School Board to reconsider their decision to charge the City or, at least, delay any final decision on initiating this new fee until the beginning of our next fiscal year. This delay will allow the staff to identify the true incremental costs associated with our use of the School District's facilities and gives us time to research the availability of other gym space in the community to accommodate our recreation programs. The Ames School Board has been responsive to our plea to, at least, delay implementation of any new facility fee until after June 30, 2010. However, they are adamant that we sign a use agreement outlining most of the issues required of any other user of their facilities.

Attached for your review is the proposed agreement (Attachment I) that will allow the City to continue to use Ames School District space with no charge until the end of the current fiscal year. You will note from this document that we will now be required to: 1) provide a supervisor on site for the duration of our use, 2) report cancellations of our programs 48 hours in advance of the activity, 3) not use their locker or shower rooms, 4) reimburse the School District if a custodian must be called in to lock up after our use, 5) be financially responsible for any damage to their facilities or contents during our usage, 6) provide a Certificate of Insurance in the amount of \$1,000,000 to protect them from liability claims, and 7) be subject to cancellation when the School District closes their facilities.

When discussing this proposed facilities use agreement with School District officials, it seemed appropriate that the City place these same requirements on the those school activities that utilize the City facilities. Therefore, the staff proposed that as a condition for approving the proposed contract reflected in Attachment I, the School District should be required execute a similar agreement (Attachment II) with the City.

ALTERNATIVES:

1. The City Council can approve both facility use agreements reflected in Attachments I and II. Approval of these documents will maintain the status quo until June 30, 2010.
2. The City Council can approve the School District's proposed facility use agreement reflected in Attachment I. Approval of this document will not bind the School District to the same requirements expected of the City.
3. The City Council can decide not to approve either of the proposed facility use agreements. *It is unclear what action the School Board will take if the City refuses to execute their agreement.*
4. The City Council can table this issue and request that the staff renegotiate certain provisions reflected in the proposed agreements.

MANAGER'S RECOMMENDED ACTION:

The City staff regrets that the Ames School District has determined it is now necessary to alter a long-standing relationship in regards to the use of their facilities and treat us like any other citizen group. The approval of the two proposed agreements will buy us time to analyze the estimated incremental costs of the City's use of the School District's facilities and to identify other space in the community that might serve our needs. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative #1 and approve both of the proposed facility use agreements.

We hope that prior to the expiration of these agreements in June 2010, the School Board will reconsider their intention to charge the City for the use of their facilities. If not, the costs might be so significant that they will jeopardize participation in our recreation programs.

AGREEMENT BETWEEN AMES COMMUNITY SCHOOL DISTRICT AND CITY OF AMES

This Agreement, made and entered into by and between the Ames Community School District, hereinafter called "School District", and the City of Ames, hereinafter called "City".

The School District and the City, in consideration and mutual agreement of the parties, do hereby agree as follows:

1. Term of agreement. This agreement is for a period beginning July 1, 2009, and ending June 30, 2010.
2. Purpose of the agreement. This agreement establishes the terms and conditions under which the City Parks and Recreation Department may use School District facilities for Parks and Recreation programs during the term of the agreement.
3. The School District agrees to:
 - a. Charge no cost recovery for School District facility use, utilities, or administration to the City for Parks and Recreation programs during the term of this agreement.
 - b. Charge no cost recovery for School District custodial safety and security services to the City for Parks and Recreation programs during the term of this agreement.
4. The City agrees to:
 - a. Hold all requested Saturday and Sunday Parks and Recreation programs at the Ames Middle School facility with the exception of the scheduled use of the Ames High School Football Field on October 25, 2009.
 - b. Provide a site supervisor for facility and program security for all Parks and Recreation programs on weekdays, Saturday, and Sunday programs.
 - c. Identify a City site supervisor, by name. The site supervisor will be on the premises of the Ames Middle School for the entire time Parks and Recreation programs have requested use of the facility and will remain on the premises until exterior doors are locked and secure. Any malfunction of locks will be immediately communicated to School District Facilities Planning and Management (Rick Hoenig at 231-3784).
 - d. Reimburse the School District in the event the City site supervisor fails to be on site or fulfill responsibilities for facilities and program security. If School District custodial services are called in to provide service, the City will reimburse the School District for those services at the rates provided in School District Policy KG (\$40 per hour on Saturday and \$50 per hour on Sundays with a two hour minimum).
 - e. Report all cancellation of Parks and Recreation programs to School District Facilities Planning and Management (Rick Hoenig at 231-3784) at least 48 hours prior to the activity.
 - f. Not use locker rooms or showers when using gymnasium and wrestling room facilities.

- g. Be financially responsible for any parts of the facilities or contents made available to them that may be damaged or stolen during the hours the building is in use by Parks and Recreation.
- h. Provide a Certificate of Insurance listing the Ames Community School District as an additional insured indicating liability insurance coverage with a minimum amount of \$1,000,000 combined single limit on bodily injury and property damage liability.
- i. Recognize the School District's right to cancel or postpone any activity due to conflict, disregard of policies, or other uncontrollable circumstances, presented by anyone associated with the City Parks and Recreation activity.
- j. Recognize the School District's right to provide an emergency notice of cancellation with reasons for cancellation 48 hours in advance of Parks and Recreation scheduled facility use.
- k. Enforce no food or drink (except water) in School District gymnasiums.
- l. Cancel Parks and Recreation programs in a School District facility when the School District announces the closure of a facility with all activities cancelled.
- m. Enforce no use of alcohol or tobacco products on School District property.

While on School District property or while providing services under this agreement City Parks and Recreation will abide by School District rules and policies regarding appropriate conduct, including but not limited to policies and rules related to bullying and harassment.

AMES COMMUNITY SCHOOL DISTRICT

CITY OF AMES

By: [Signature]

By: _____

Title: Board President

Title: Mayor

Date: 12/7/09

Date: _____

By: [Signature]

By: _____

Title: Board Secretary

Title: City Clerk

Date: 12/7/09

Date: _____

APPROVED AS TO FORM
BY [Signature]
DOUGLAS R. MAREK
CITY ATTORNEY

AGREEMENT BETWEEN AMES COMMUNITY SCHOOL DISTRICT AND CITY OF AMES

This Agreement, made and entered into by and between the Ames Community School District, hereinafter called "School District", and the City of Ames, hereinafter called "City".

The School District and the City, in consideration and mutual agreement of the parties, do hereby agree as follows:

1. Term of agreement. This agreement is for a period beginning July 1, 2009, and ending June 30, 2010.
2. Purpose of the agreement. This agreement establishes the terms and conditions under which the City Parks and Recreation Department may use School District facilities for Parks and Recreation programs during the term of the agreement.
3. The School District agrees to:
 - a. Charge no cost recovery for School District facility use, utilities, or administration to the City for Parks and Recreation programs during the term of this agreement.
 - b. Charge no cost recovery for School District custodial safety and security services to the City for Parks and Recreation programs during the term of this agreement.
4. The City agrees to:
 - a. Hold all requested Saturday and Sunday Parks and Recreation programs at the Ames Middle School facility with the exception of the scheduled use of the Ames High School Football Field on October 25, 2009.
 - b. Provide a site supervisor for facility and program security for all Parks and Recreation programs on weekdays, Saturday, and Sunday programs.
 - c. Identify a City site supervisor, by name. The site supervisor will be on the premises of the Ames Middle School for the entire time Parks and Recreation programs have requested use of the facility and will remain on the premises until exterior doors are locked and secure. Any malfunction of locks will be immediately communicated to School District Facilities Planning and Management (Rick Hoenig at 231-3784).
 - d. Reimburse the School District in the event the City site supervisor fails to be on site or fulfill responsibilities for facilities and program security. If School District custodial services are called in to provide service, the City will reimburse the School District for those services at the rates provided in School District Policy KG (\$40 per hour on Saturday and \$50 per hour on Sundays with a two hour minimum).
 - e. Report all cancellation of Parks and Recreation programs to School District Facilities Planning and Management (Rick Hoenig at 231-3784) at least 48 hours prior to the activity.
 - f. Not use locker rooms or showers when using gymnasium and wrestling room facilities.

AGREEMENT BETWEEN CITY OF AMES AND AMES COMMUNITY SCHOOL DISTRICT

This Agreement, made and entered into by and between the City of Ames, hereinafter called "City," and Ames Community School District, hereinafter called "School District."

The City and the School District, in consideration and mutual agreement of the parties, do hereby agree as follows:

1. Term of agreement. This agreement is for a period beginning July 1, 2009, and ending June 30, 2010.
2. Purpose of the agreement. This agreement establishes the terms and conditions under which the School District may use City facilities, including but not limited to the Brookside Park Baseball Field, for programs and activities during the term of the agreement. The terms of this agreement apply to the use of the municipal pool and/or tennis court complex at the Ames High School, but only to the extent that the terms of this agreement are not inconsistent with the 28E agreements governing the use of the municipal pool and/or tennis court complex at the Ames High School.
3. The City agrees to:
 - a. Charge no cost recovery for City facility use, utilities, or administration to the School District programs during the term of this agreement.
 - b. Charge no cost recovery for City custodial safety and security services to the School District programs during the term of this agreement.
4. The School District agrees to:
 - a. Provide a site supervisor for facility and program security for all School District programs whenever City facilities are being used by the School District.
 - b. Identify a School District site supervisor by name. The site supervisor will be on the premises of the facilities for the entire time School District programs have requested use of the facility and will remain on the premises until exterior doors and windows are locked and secure.
 - c. Report all cancellation of School District programs to the City (Scott Hock at 451-5352) at least 48 hours prior to the activity. Notification to the City of cancellation of games at Brookside Baseball Field due to rain or lightning will be made at the time of cancellation.
 - d. Be financially responsible for any parts of the facilities or contents made available to them that may be damaged or stolen during the hours the City facilities are in use by the School District.
 - e. Provide a Certificate of Insurance listing the City of Ames as an additional insured indicating liability insurance coverage with a minimum amount of \$1,000,000 combined single limit on bodily injury and property damage liability.

- f. If approval has been given to the School District to use City facilities and the City later determines that the facilities will not be available, notice of cancellation will be given to the School District 48 hours in advance with reasons for cancellation.
- g. While on City property or while providing services under this agreement, the School District will abide by the City's rules and policies regarding appropriate conduct.

AMES COMMUNITY SCHOOL DISTRICT

By: [Signature]

Title: Board President

Date: 12/2/09

By: [Signature]

Title: Board Secretary

Date: 12/7/09

CITY OF AMES

By: _____

Title: Mayor

Date: _____

By: _____

Title: City Clerk

Date: _____

APPROVED AS TO FORM
BY [Signature]
DOUGLAS R. MAREK
CITY ATTORNEY

- f. If approval has been given to the School District to use City facilities and the City later determines that the facilities will not be available, notice of cancellation will be given to the School District 48 hours in advance with reasons for cancellation.
- g. While on City property or while providing services under this agreement, the School District will abide by the City's rules and policies regarding appropriate conduct.

AMES COMMUNITY SCHOOL DISTRICT

By: [Signature]

Title: Board President

Date: 12/3/09

By: [Signature]

Title: Board Secretary

Date: 12/7/09

CITY OF AMES

By: _____

Title: Mayor

Date: _____

By: _____

Title: City Clerk

Date: _____