

City Contract # _____

**INTERGOVERNMENTAL AGREEMENT
CONCERNING JOINT USE OF FACILITIES**

1. **Parties.** This Agreement is made and entered into by and between Laramie County School District Number 1 (District), whose address is 2810 House Avenue, Cheyenne, WY 82001, and the City of Cheyenne, Wyoming, (City), whose address is 415 W. 18th Street, Cheyenne, Wyoming 82001 (collectively “Party” or “Parties”) regarding the joint use of the Party's facilities. In consideration of the mutual covenants of the Parties and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

2. **Background.** The City and the District both believe that governmental entities exist for the purpose of serving the people and this goal can be accomplished most economically and effectively through cooperation between the Parties. The Parties also believe that coordination between the City and the District can result in better fiscal and physical management of the respective facilities of the City and the District. The City and the School District have a history of mutually beneficial reciprocal facility use and recognize that as governmental entities who serve a majority of the same public, it is prudent to work together for mutual gain.

3. **Purpose.** The purpose of this Agreement is to memorialize the terms and conditions under which the City and the District will share the use of each of their individually owned facilities. This Agreement shall apply to all sports, athletic, and recreational facilities, auditoriums, classrooms, meeting rooms, parks, and areas owned and operated by either party, and determined (to be) "available and appropriate" for the requested use (by the owner of the facility).

4. **Term of the Agreement.** This Agreement shall commence upon the day and date last signed and executed by the duly authorized representatives of the parties to this Agreement and shall continue for a period of one year from the date hereof and shall be automatically renewed for successive annual periods unless terminated by either party. Either party may terminate this Agreement at any time by providing six (6) months advance written notice of termination to the other party. The Agreement may be modified at any time by both the majority vote of the City Council and the LCSD No.1 Board of Trustees.

5. **Payment.** No monies shall be exchanged by either party under this Agreement.

6. **Principles and Goals of Cooperation.** The parties agree that their performance under this Agreement will be guided by the following goals and principles:

- A. To find new ways of working together, which may include information sharing, joint planning, sharing special expertise, and other forms of intergovernmental collaboration, that will expand the parties' individual abilities to serve their constituents;
- B. To share their resources in a manner that will enhance their capabilities without compromising their fundamental and statutory responsibilities;

- C. To keep the parties' cooperative relationships as simple, direct, and flexible as possible;
- D. To define the parties' mutual obligations and responsibilities clearly and adequately so as to minimize confusion and misunderstandings;
- E. To communicate regularly at different levels and strive to resolve differences swiftly and amicably;
- F. To commit to use intergovernmental collaboration to better serve the public and to minimize costs for the ultimate benefit of the community; and,
- G. To encourage shared use, cooperative scheduling, and consistency in application for use of the parties' facilities.

7. **Scheduling Use of Facilities.** Each party will be permitted priority use of its own facilities, as follows:

- A. City Priority is given to official City or City Council functions, including classes, leagues, events, open recreation uses, and meetings of boards, commissions, and City departments.
- B. District Priority is given to official District or School Board functions, including meetings of administrative groups, PTA/PTOs, and other District groups, athletic and academic events, and other district-sponsored activities.
- C. Facility Set-up/Tear Down and Storage will be coordinated between the host facility and the using group. Specific instructions will be made available to the reserving representative by the District or the City.
- D. To the extent a facility is not being used for a party's priority use, the other party will be given secondary priority scheduling and will be permitted to reserve the facility consistent with the facility calendar and agreed upon scheduling deadlines.
- E. Requests by City for scheduling the District facilities are to be done pursuant to scheduling procedures approved by the District. Requests by the District for scheduling City facilities are to be done pursuant to scheduling procedures approved by City. Where possible, both entities will strive to streamline the scheduling process by stressing communication through the exchange of procedures and contact lists on an annual or as-needed basis.
- F. Requests for routine and advance use needs for District and City facilities should be submitted no later than May 1st of each year. Reservation confirmations for sites are to be returned no later than June 15th for the succeeding school year's requests.

Facility use requests will be confirmed on a yearly basis where feasible and not less than quarterly for ongoing or new requests.

- G. When the scheduling parameters set forth in the previous paragraph cannot be met, requests will be handled on an "as available" basis. When conflicts of use schedules are encountered, each party will attempt to make reasonable accommodations for the requested use by looking at other facilities or sites within their respective systems and/or adjusting schedules when feasible.
- H. A confirmation will be issued electronically to the requesting party for events reserved and approved by either entity. This confirmation will serve as the means of identification that the facility use was properly approved by City or District officials and that the individual(s) named as the user(s) is/are present and in charge of the event.
- I. Fees and charges for reservation of a party's facility by the other party are to be waived whenever possible unless prohibited by an ordinance or policy of the City or a policy of the District.
- J. Maintenance costs incurred by a party that are related to the setup, cleanup, or security associated with the use of a facility by the other party, may be billed at the facility owner's existing rates.
- K. Some facilities may carry additional contractual or statutory requirements and limitations that could impact a use request including, but not limited to, food and beverage sales/service and consumption, vending or product sales, health department regulations, certified staffing, secure access to areas within the Fire, and Police and Courts buildings, etc. Each party will strive to coordinate use requests with requirements in an effort to meet needs where possible.
- L. Adequate, adult leadership and supervision shall be required at all times for activities in which minors are participating or present. Participants and spectators shall be supervised at all times and are to remain in the area of contract rental. Failure to comply may result in current and/or future permits being revoked. This will also include the time before and after the event during which participants and spectators are on City or District property. "If the City reserves a facility where District students are, or are likely to be, present during the time of use, the City will ensure that the employees or volunteers utilizing those facilities do not have a criminal background check that reveals items that would prohibit them from working with children under Wyoming law or other criminal convictions which call into question such individual's fitness to work with children."
- M. When one party which has reserved a facility becomes aware that it no longer needs to use the facility, it should notify the owner of the facility and cancel the reservation to free up the facility for other users and to avoid any unnecessary set up and opening actions by the owner. In the event where a party fails to cancel an

event and the host organization experiences costs associated with the event, those costs will be reimbursed to the host on an "actual cost" basis. Unintentional, last minute cancellations due to weather or other unanticipated causes will be considered on an individual basis.

8. Repair and Maintenance

- A. Funding of maintenance and replacement costs for facilities and equipment are to be provided by the facility owner, unless agreed upon by both parties.
- B. In the event damage beyond normal wear and tear is caused to a party's facility or equipment while the other party is using the facility, and the damage is proximately caused by the actions of any agent or the employee of the using party, the using party shall be responsible for the costs of the repair.
- C. Site managers, principals, and grounds maintenance crews will work cooperatively in determining areas of responsibility and mutually agreeable standards of care and maintenance for any shared facilities, equipment, and grounds. The same "level of maintenance" standards are encouraged for both parties at all facilities.

9. Special Improvements.

- A. Special improvements involving both parties that are needed or recognized at specific facilities may be made by arrangement between the City and the District. The costs of such improvements may be shared as a result of a site and project specific agreement or letter of understanding approved by both parties. Economies of scale, cost sharing, cooperative development, and improvement of shared facilities are encouraged whenever feasible.
- B. Recognizing that the City and District have a mutual interest in the location and development of parks and school sites and that school playgrounds are community resources which complement City parks and facilities, the parties agree to explore opportunities for partnerships and engage in joint planning, financing, and maintenance of, parks and recreation areas adjacent to schools where feasible.
- C. Joint funding of capital projects and other special improvements must be pre-approved by both the School Board and the City Council as a part of each organization's short and long term capital and operating plans. Requests for funding and resource support for special improvements and/or additional facilities or programs should be directed through staff members for review by both parties prior to either organization requesting funding partnerships. Once all related information is gathered and shared at the staff level of both organizations, the liaisons can request to have the project or program placed as a staff report on the agenda of the periodic School Board/City Council meeting for further discussion and review. The goal of this process will be to eliminate surprise requests for funding and support

that are not first evaluated as a part of each organization's internal planning process.

- D. In the event special improvements are needed and agreed upon at a specific facility which is used jointly by the City and School District, a site-specific agreement may be generated to outline the scope of the project and each party's responsibilities. Sharing of costs shall be encouraged when feasible with resource availability, economies of scale, and cooperative development, outlined by the agreement or letter of understanding specific to that site and its improvements.

10. Insurance and Liability.

- A. Both parties agree to obtain and keep in full force and effect full liability and property damage insurance, or self-insurance with limits of not less than those required by state law. A certificate of insurance will be provided at the request of either party. The parties agree to jointly explore the potential for cooperating in the placement of insurance coverage or in obtaining endorsements to one or both of their insurance policies to add an additional insured in order to avoid the duplication of coverage and costs.
- B. The parties agree that neither assumes any responsibility for providing supervision for participants, employees or volunteers of any activities under the control of, sponsored by, or conducted by the other party when using any of its facilities. During the period that any portion of a party's facility is being used by the other party in a sponsored activity or program, the using entity in each instance shall be responsible for all necessary supervisory or instructional personnel required for such programs.
- C. The covenants and agreements contained in this Agreement are for the benefit of the School District and the City only, and do not create any obligations or duties to persons not parties hereto.
- D. Each party agrees to notify the other of any defects or potential defects, dangerous conditions or potential dangerous conditions, claims or potential claims from damage or injury that come to its attention in connection with its usage.

11. Dispute Resolution Process. In the event that the City and the District are unable to agree upon the rights and obligations of the parties with respect to this Agreement, the matter in dispute shall be reviewed in accordance with the following Dispute Resolution Process:

- A. The party identifying the dispute shall give notice of intent to discuss the disputed issue at a meeting to be mutually scheduled within seven (7) days and held within thirty (30) days following the notice. The notice shall contain the proposed date, time, and location of said meeting; sufficient detail to clearly and identify the problems giving rise to the dispute; and those persons whose presence at the meeting would be helpful to achieving a resolution. Both parties shall make a good faith effort to attend the meeting with the appropriate persons within the thirty (30)

day time period. The City and the District shall strive to discuss and review disputes and allow the dispute process the opportunity to reach a resolution without pressure from actual user groups or outside individuals.

- B. After consulting with and obtaining input from the appropriate individuals so as to facilitate a complete discussion and proposed solution of the problem, the District facilities scheduler and the City official responsible for the event shall attempt to negotiate a resolution of the differences between the parties. If the representatives for the City and District reach an impasse concerning the dispute, the Director of Community Recreation and Events for the City and the Executive Director of Support Operations for the District shall meet to facilitate a resolution.
- C. If the designated City Official and the Executive Director of Support Operations are unable to resolve the dispute, the Mayor and Superintendent shall meet to attempt to bring the issue to a resolution. If they are unable to do so, members of the City Council and the School Board of Education designated by their respective board or council shall attempt to resolve the dispute.
- D. If the parties reach an accord at any stage, they shall produce their agreement in writing which shall be in the form of an amendment to this Agreement with respect to the subject matter of the notice of dispute. The terms and conditions of such amendment shall not supersede the terms and conditions of this Agreement with respect to any matter other than the subject matter submitted to the Dispute Resolution Process.
- E. This dispute resolution process shall be a condition precedent to the institution of a court action to resolve a dispute arising under this agreement.

12 **General Provisions**

- A. **Applicable Law.** The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over any action arising out of this Agreement and over the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.
- B. **Availability of Funds.** Each payment obligation of either party is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services performed by either party, the Agreement may be terminated by either party at the end of the period for which the funds are available. Each party shall notify the other party at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to either party in the event this provision is exercised, and neither party shall be obligated or liable for any future payments due or for any damages as a result of

termination under this section. This provision shall not be construed to permit either party to terminate this Agreement to acquire similar services from other providers.

- C. **Entirety of Agreement.** This Agreement consisting of eight (8) pages represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.
- D. **Governmental Immunity.** Neither party waives governmental immunity by entering into this Agreement and specifically retains all immunities and defenses available to it pursuant to Wyo. Stat. §§ 1-39-101-120 and all other applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of governmental immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to governmental immunity shall be construed in favor of governmental immunity.
- E. **Indemnification.** Each party to this Agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend or indemnify the other.
- F. **Independent Contractor.** Nothing in this Agreement shall be interpreted as authorizing either party or its agents and/or employees to act as an agent or representative for or on behalf of the other party or to incur any obligation of any kind on the behalf of the other party.
- G. **Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- H. **Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.
- I. **Titles Not Controlling.** Titles of paragraphs are for reference only and shall not be used to construe the language in this Agreement.
- J. **Waiver.** The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.

13. Signatures. The parties to this Agreement through their duly authorized representatives have executed this Agreement on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement as set forth herein.

FOR THE CITY:

Patrick Collins, Mayor

Date

(SEAL)

Attest:

Kristina F. Jones, City Clerk

Date

FOR THE DISTRICT:

Tim Bolin, Board Chair
Laramie County School District Number 1

Date

(S E A L)

Attest:

Date

Laramie County School District Number One Approval as to Form:

Amy A. Pauli
