



Item: An Agreement for the Joint Use of Facilities between City of Great Falls and Great Falls Public School District

From: Park and Recreation Department

Initiated By: Park & Recreation Department

Presented By: Joseph Petrella, Park and Recreation Director

Action Requested: Approve an Agreement for the Joint Use of Facilities

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (enter/not enter) into an agreement for the joint use of facilities with the Great Falls Public School District.”

2. Mayor requests a second to the motion, Commission discussion, public comment, and calls for the vote.

Staff Recommendation: Staff recommends that the City Commission approve the memorandum of understanding between the City of Great Falls and the Great Falls Public School District.

Background: Over the years, there has been a mutually beneficial relationship between the City of Great Falls and Great Falls Public School District. Each organization has relied on each other to offer a variety of programs and services to the general public that enhance the overall quality of life of our residents. One example of this is the Park and Recreation Department’s use of school gymnasiums to offer sports leagues and tournaments and the School District’s use of the Multi-Sports Complex for their junior varsity and varsity softball programs. Each organization would not be able to provide these programs without support from the other. Understanding that the use of facilities has never been officially formalized, the School District and the Park and Recreation Department began discussions on developing a joint use of facilities agreement that will help ensure that this mutually beneficial relationship remains intact and formalizes the relationship.

The agreement for the joint use of facilities is designed to document the annual communication which needs to occur in regards to the shared use of planning and jointly using these separately owned facilities and grounds. City and the District acknowledge the value of their collaboration

and seek to formalize and extend their working relationship since both entities are funded by the public. In establishing this agreement, the City and the District seek to;

- A. Establish and efficiently manage use of District and City facilities and grounds for the benefit of Great Falls youth and citizens while looking to enhance our communities vitality;
- B. Maintain facilities and grounds usable for District and City program;
- C. Establish procedures to encourage cooperative working relationships between District and City personnel at all levels and quickly resolve issues, and;
- D. Encourage joint and cooperative ventures, including facility maintenance and development.

Fiscal Impact: The use of facilities and grounds will be based upon fiscally sound considerations. Neither the District nor the City will be required to subsidize the other's use of its facilities that are supported by Great Falls taxpayers.

Since the City Multi-Sports Complex, Eagle Falls Golf Club, and Anaconda Hills Golf Course do not receive taxpayer funds to operate, these areas may require financial support from the District. The City Park and Recreation Department shall assess fees established for public use in its adopted fees resolutions.

The District and City will maintain approved Usage Fees for tax supported facilities. The District shall assess fees based upon established rates set by the Board of Trustees. The Park and Recreation Department shall assess fees based upon established rates set by the City Commission.

Alternatives: The City Commission can choose to not approve the agreement for the joint use of facilities between the City and the District.

Concurrences: At their February 22, 2016 monthly meeting, the Great Falls Public School District Board of Trustees approved and authorized the Great Falls Public School District to enter into an agreement for the joint use of facilities with the City.

The Park and Recreation Advisory Board recommended that the City Commission approve and enter into an agreement for the joint use of facilities with the Great Falls Public School District at their March 14, 2016 monthly meeting.

Attachments/Exhibits:

An Agreement for the Joint Use of Facilities

Appendix A - Joint Use Facilities

Appendix B - Fee Structure for Non-Tax Supported Facilities

Appendix C - Approved City and District Usage Fee Schedules

AN AGREEMENT FOR THE JOINT USE OF FACILITIES
Between
Great Falls Public School District
And
City of Great Falls

2016-2018

Jointly prepared by:
City of Great Falls Park and Recreation Department
And the
Great Falls Public School District

AN AGREEMENT FOR THE JOINT USE OF FACILITIES
Between
GREAT FALLS PUBLIC SCHOOL DISTRICT
And
CITY OF GREAT FALLS

THIS AGREEMENT *is between GREAT FALLS PUBLIC SCHOOL DISTRICT, hereafter referred to as the "District", and CITY OF GREAT FALLS, hereinafter referred to as the "City."*

PREAMBLE

This agreement is designed to document the annual communication which needs to occur in regards to the shared use of planning and jointly using these separately owned facilities and grounds. City and the District acknowledge the value of their collaboration and seek to extend their working relationship since both entities are funded by the public.

Now Therefore, in consideration of the foregoing, the parties agree as follows:

I. VISION STATEMENT

All public facilities and grounds, either operated by City or the District, shall benefit and be used by Great Falls children, adults, and families as well as promoting our community vitality by bringing events into our city. The District and City have mutual interests in the shared use of facilities. It is incumbent upon the District and City to develop a unified approach to serving the community's recreation needs and to cooperatively maintain City and District facilities and grounds.

II. PURPOSE OF THE AGREEMENT

In establishing this agreement, City and the District seek to:

- A. Effectively and efficiently manage use of District and City facilities and grounds for the benefit of Great Falls youth and citizens while looking to enhance our community's vitality;
- B. Maintain facilities and grounds usable for District and City programs;
- C. Establish procedures to encourage cooperative working relationships between District and City personnel at all levels and quickly resolve issues;
- D. Encourage joint and cooperative ventures, including facility maintenance and development;

III. GENERAL PROVISIONS OF THE AGREEMENT

- A. This agreement shall be for the period commencing January 2016 and ending June 30, 2018, but shall be renewable by agreement of the parties. Notwithstanding that this agreement shall be effective for up to two years, the parties acknowledge that circumstances are constantly changing for both agencies.
- B. This Agreement is not intended to amend any of the existing leases and other property agreements between the parties;
- C. The District and City acknowledge that:
 - 1. This Agreement is intended to address and relate to those programs and activities occurring in City or District facilities that involve one party needing to use the other party's facilities;
 - 2. This Agreement is intended to enhance and not interfere with the primary mission of City or District governance;
 - 3. The ultimate responsibility for the use of facility space will remain with the owner of the facility; and
 - 4. Both parties will recognize and respect each other's collective bargaining agreements and the constraints related to those agreements;
- D. The parties agree to meet in January and March of each year to review schedules for the current spring and following school year for all joint use activities, specifically including but not limited to field times, golf tee times, and gym times. Such meetings will include, at minimum, review of all known and potential activity facility overlap items. Potential tournament bids will also be discussed. The relative benefits received by the parties and any changes made to the adopted Usage Fee Schedules will be updated at the January meeting. Concession stand income from the Multi-sports Complex will also be reviewed annually.
- E. The execution of this Agreement and a renewal or extension of this Agreement must be authorized by both the District Director of Business Operations and the City Manager.
- F. The District and City shall act in good faith to implement the terms of this Agreement.
- G. The school and city both encourage and support activities which have a positive economic impact on our community. Whenever possible, the school district will solicit bids for Montana High School Association state and regional tournaments.

IV. GENERAL GUIDELINES FOR JOINT USE

- A. Each agency will make its buildings and grounds available for use by the other agency on a first priority basis after the scheduling requirement for its own programs have been met. A description of District and City buildings and grounds availability for joint use programming under this Agreement are included as Appendix A.
- B. All joint use programming and activities scheduled under this Agreement will comply with the owner agency's policies prohibiting discrimination.
- C. The mutual goal of the District and City will be to maintain program continuity, giving adequate notification of scheduling changes or facility use to allow completion of a program cycle, and where necessary, to relocate programming. When possible, each agency will assist the other in locating alternative space.
- D. Each user will maintain its joint use spaces and equipment and will cooperate in expediting repair of damage which may occur as a result of scheduled programs.
- E. Where possible, City and the District will pursue opportunities to develop and improve joint use facilities and equipment to support programming by both agencies.
- F. The City will operate its Multi-Sports Complex and Golf Courses as joint use facilities that will be scheduled in the same manner as other City or District facilities. However, a separate fee schedule will be established for use to be agreed upon by both agencies.

V. COST SHARING AND REVENUE SOURCES TO SUPPORT AGREEMENT

- A. **Fair and Equitable Cost Sharing** – The use of facilities and grounds will be based upon fiscally sound considerations. Neither the District nor the City will be required to subsidize the other's use of its facilities that are supported by Great Falls taxpayers.
- B. **Fee Structure for Non-Tax Supported Facilities** – Since the City Multi-Sports Complex, Eagle Falls Golf Club and Anaconda Hills Golf Course do not receive taxpayer funds to operate, these areas may require financial support from the District as outlined in Appendix B. The Parks and Recreation Department shall assess the fees established for public use in the City's adopted fee resolutions for the use of Multi-Sports and the Municipal Golf Courses.
- C. **Fee Structure for Tax Supported Facilities** – The District and City will maintain approved Usage Fees as included in Appendix C for tax supported facilities. The District shall assess fees based upon established rates set by the Board of Trustees. The City shall assess fees based upon established rates set by the City Commission.

- D. **Annual Review of Benefits** – At the annual meeting scheduled in January. Discussion topics will be the relative benefits received by the parties and any changes made to the adopted Usage Fee Schedules.
- E. **Requests for Services Outside the Agreement** – Specific requests by the City or the District for services, equipment or facilities not covered under this Agreement or which is not included in the established fee structures (Appendices B and C) may be provided, at direct charge, to the agency making the request. Charges may be but will not be required to be assessed for use of equipment, such as portable bleachers, for purposes outside the joint use programming covered by this Agreement.
- F. **User Fees to Support Joint Use** – For broader public use, fees may be charged, at a minimum, to cover the expenses of administering that use for the public benefit. Discussions will be held at the annual meeting about the Multi-Sports Complex concession stands income.

VI. LIABILITY

The City of Great Falls and the Great Falls Public School District agree to indemnify and hold harmless the other agency from any and all claims for injury or property damage to the extent that such claims arise out of the negligence of their employees, agents, contractors or officers as a result of this joint use agreement.

VII. COOPERATIVE CAPITAL RESOURCE DEVELOPMENT

The District and City agree to cooperate in using and sharing property. Both agencies seek to continue such cooperation with each other, and with the community at large, by agreeing to:

- A. Examine property issues raised by either party expeditiously and cooperatively.
- B. Work cooperatively in planning facility, grounds or equipment improvements in order to make the most efficient and effective use of public property and capital funding. Where necessary or desirable for specific sites, establish or update or update written agreements specifying joint use responsibilities and/or priorities.
- C. Where feasible, both agencies will work together to support public/private partnerships to improve joint use facilities and grounds. Should a public recreation facility be significantly upgraded by a private third party, the City and District agree to adjust priority uses established in the Agreement. However, priorities for third party use must: 1) be tied to use of the facility for the sport for which improvements were made, and 2) be subject to review by the City and Districts team charged with overseeing this Agreement.

VIII. AGREEMENT RENEWAL

- A. The Parks and Recreation Director and Athletic Director, shall:

1. Review this agreement by **January 30 of each calendar year**, particularly its guidelines, scheduling process, operating procedures, and annual review of benefits. Operational changes jointly agreed upon in this review will take effect in the upcoming school year; and
 2. Review capital plans and projects and investigate avenues to work together on them.
- B. Either agency can initiate a special meeting to discuss interim problems or propose amendments to the Agreement.
 - C. The term of this Agreement will be for two years and subsequently may be renewed after review and approval by both agencies.

IX. APPENDICES

- A. Joint Use Facilities
- B. Fee structure for non-tax supported facilities
- C. Approved City and District Usage Fee Schedules

EXECUTED BY:

GREAT FALLS PUBLIC SCHOOLS, District No. 1 and A

By _____
 Print Name _____
 Print Title _____

CITY OF GREAT FALLS, MONTANA

 Greg Doyon
 City Manager
 City of Great Falls

ATTEST:

Lisa Kunz, City Clerk

(SEAL OF THE CITY)

APPROVED AS TO FORM*:

By _____
Sara R. Sexe, City Attorney

* By law, the City Attorney may only advise or approve contract or legal document language on behalf of the City of Great Falls, and not on behalf of other parties. Review and approval of this document was conducted solely from the legal perspective, and for the benefit, of the City of Great Falls. Other parties should not rely on this approval and should seek review and approval by their own respective counsel.

JOINT USE FACILITIES

Introduction

This appendix identifies schools where the Parks Department will have dedicated use of space and parks facilities where the District will be given first priority access.

Priority times for scheduling joint use of other District and Parks buildings and grounds are provided. Using this information as a framework, staff from both agencies' are encouraged to negotiate specific activities to be included on the Annual Schedule for Joint Use.

Parks and District personnel may request use of a facility listed at other than the joint use priority time, but such requests will not necessarily receive first priority and will be subject to local availability, direct costs (ie; Staffing, custodial charges), and approval.

Use of District or Parks facilities that are not listed shall be subject to the general permitting and fee requirements established for a particular facility.

Approved Uses

For the purposes of this Agreement, the criteria for uses are as follows:

1. Any instructional, informational, recreational, athletic, social or community program which is initiated, organized, managed, scheduled, and supervised by the owner agency, or
2. A comparable community-run program that is sponsored and overseen by the owner agency, and
3. Is approved for their facilities respectively by the School Superintendent or Park and Recreation Director or authorized representatives.

Specific Facilities and Grounds Covered by this Agreement – District

School District Buildings/Gymnasiums

- Fall Volleyball 2015 – September 16 to November 11, 2015

School	Day of Week	Time	# of Days	Price/Day	Value of Use
North MS	W	7p – 10p	9	\$125	\$1125
GFHS Field House	W	7p – 10p	9	\$200	\$1800

- City League Basketball – January 19 to March 24, 2016

School	Day of Week	Time	# of Days	Price/Day	Value of Use
North MS	W	7p – 10p	10	\$125	\$1250
GFHS Field House	W	7p – 10p	10	\$200	\$2000
East MS	W	7p – 10p	10	\$125	\$1250
CMR	W	7p – 10p	10	\$200	\$2000
Paris	T,W, Th	7p – 10p	30	\$200	\$6000

- Electric City Winter Classic – January 9 and 10, 2016
 - Overtime paid by Parks

School	Day of Week	Time	# of Hours	Price/Hr	Value of Use
North MS	Sa, Su	All Day	23	\$25	\$575
GFHS Gyms	Sa, Su	All Day	31	\$25	\$775
East MS	Sa, Su	All Day	19	\$25	\$475
Paris	Sa, Su	All Day	17	\$25	\$425
West MS	SA	2hrs	2	\$25	\$50

School District Athletic Fields

- None at this time from September 2015 to June 2016

Specific Facilities and Grounds Covered by this Agreement – Parks

Parks Department Tennis Courts

- See attached RecTrac receipts for dates and times
- Value of Use = **To be determined based on Commission Fee Changes**
- *Projected Value of Use – 118 hours reserved X \$5/hr = \$590*

Parks Department Grounds

- Value of Use = **To be determined based on Commission Fee Changes**
- *Projected Value of Use - 211hours reserved X \$12/hr = \$2532*

Parks Department Golf Courses

Date	Start Time	Team	Course	# of Holes	# of Golfers	Price	Value of Use
8/13/2015	10:00AM	CMR	Eagle Falls	18	25	\$17	\$425
	11:00AM	GF	Anaconda	18	22	\$15	\$330
8/14/2015	10:00AM	CMR	Anaconda	18	25	\$15	\$375
	11:00AM	GF	Eagle Falls	18	22	\$17	\$374
8/18/2015	8:30AM	GF	Eagle Falls	18	170	\$17	\$2890
8/21/2015	10:00AM	CMR	Eagle Falls	9	6	\$17	\$102
8/26/2015	3:30PM	CMR	Anaconda	9	6	\$15	\$90
	3:45PM	GF	Eagle Falls	9	28	\$17	\$476
8/27/2015	3:30PM	CMR	Eagle Falls	9	6	\$17	\$102
	3:45PM	GF	Anaconda	9	28	\$15	\$420
8/31/2015	3:30PM	CMR	Eagle Falls	9	6	\$17	\$102
	3:45PM	GF	Anaconda	9	28	\$15	\$420
9/1/2015	3:45PM	GF	Eagle Falls	9	28	\$17	\$476
9/2/2015	3:30PM	CMR	Eagle Falls	9	6	\$17	\$102
9/8/2015	3:45PM	GF	Eagle Falls	9	28	\$17	\$476
9/9/2015	3:30PM	CMR	Eagle Falls	9	6	\$17	\$102
9/15/2015	3:45PM	GF	Eagle Falls	9	28	\$17	\$476
9/16/2015	3:45PM	CMR	Eagle Falls	9	5	\$17	\$85
	3:45PM	GF	Anaconda	9	28	\$15	\$420
9/22/2015	3:45PM	GF	Eagle Falls	9	28	\$17	\$476
9/23/2015	3:30PM	CMR	Anaconda	9	6	\$15	\$90
9/24/2015	3:45PM	GF	Eagle Falls	9	12	\$17	\$204
9/25/2015	3:30PM	CMR	Eagle Falls	9	4	\$17	\$68
	3:45PM	GF	Anaconda	9	12	\$15	\$180
	1:00PM	Both XC	Eagle Falls				\$1300
9/29/2015	3:40PM	CMR	Anaconda	9	2	\$15	\$30
10/13/2015	2:00PM	Both XC	Anaconda				\$1000
10/24/2015	8:00AM	State XC	Eagle Falls				\$2,000

Parks Department Multi-Sports Complex Fields 1,2,3,4

- Value of Use = **To be determined based on Commission Fee Changes**
- *Projected Value of Use - 614 hours reserved X \$12/hr = \$7368*
 - *Does not include staff fees for Jamboree*

APPROVED PARKS FEE STRUCTURE

Non-Tax Supported Facilities:

- Parks Multi-Sports when applicable

Fee Type	Number of Fields	Fee to be used for	Current Fee Amount	Proposed Fee	Current Damage Deposit	Proposed Damage Deposit	Comments
Field Rental	4	Facility Operations	\$300	Eliminate			
Field Rental	8	Facility Operations	\$450	Eliminate			
Field Rental	Per Field	Facility Operations		\$12/hr	0	50% of Total Rental up to \$500	Charged after the first preparation of the day
Field Preparations	Per Field	Facility Operations	0	\$15/prep			For staff not on overtime
Staff Fees	N/A	Facility Operations	0	\$20/hr			For staff on overtime
Staff Fees	N/A	Facility Operations	0	\$25/hr			
Team Registration	N/A	Softball League	\$450	\$450			Fee used for GFPR Softball League
Player Registration	N/A	Softball League	\$250	\$250			Fee used for GFPR Softball League
High School Teams Regular Season	Per Field	High School Softball GFPSD	\$700	\$700			For Great Falls Public School District High School Softball Programs

Appendix B

- Parks Golf Courses Greens Fees as it pertains to High School use when applicable (Jr. Golf Rates)

Greens Fees	Anaconda Hills Weekday	Anaconda Hills Weekend	Eagle Falls Weekday	Eagle Falls Weekend
18 holes	\$26	\$30	\$32	\$35
9 holes	\$16	\$18	\$19	\$20

Tax Supported Facilities:

- Parks Tennis Courts

Fee type	Fee to be used for	Current Fee Amount
Tennis Courts	Per Location	\$100

- Parks Park Facilities

- Currently under review as part of the Park and Recreation Master Plan and not applicable to School District at this time as it relates to shared usage of facilities.

Fee Structure For Non-Tax Supported Facilities

RESOLUTION 10132 – MULTI SPORTS FEES			
Non Tournament Rates			
<i>Fee type</i>	<i>No. of Fields</i>	<i>Fee</i>	<i>Damage Deposit</i>
Field Rental	Per Field	\$12/hr	50% of total rental up to \$500
Field Preparation	Per Field	\$15/prep (after 1 st prep)	
Staff Fees	NA	\$25/hour on overtime	
All Day Tournament Rates 8:00 am-dusk			
<i>Fee type</i>	<i>No. of Fields</i>	<i>Fee</i>	<i>Damage Deposit</i>
Field Rental	Per Field	\$100	50% of total rental up to \$500
Field Rental	8 Fields	\$720	50% of total rental up to \$500
Field Preparations	Per Field	\$15/prep (after 1 st prep)	
Staff Fees	NA	\$25/hr on overtime	
Partial Day Tournament 8:00 am -2:30 pm			
<i>Fee type</i>	<i>No. of Fields</i>	<i>Fee</i>	<i>Damage Deposit</i>
Field Rental	Per Field	\$50	50% of total rental up to \$500
Field Rental	8 Fields	\$360	50% of total rental up to \$500
Field Preparation	Per Field	\$15/prep (after 1 st prep)	
Staff Fees	NA	\$25/hr on overtime	
Miscellaneous			
<i>Fee type</i>	<i>No. of Fields</i>	<i>Fee</i>	<i>Damage Deposit</i>
Team Registration	NA	\$450	
Player Registration	NA	\$250	
High School Team Regular Season	NA	\$700	

Resolution 10121 – Golf Fees					
AH: Anaconda Hills Golf Course			EF: Eagle Falls Golf Club		
	AH	EF	Joint		
SEASON PASS					
Adult Full Season Pass	510.00	600.00	700.00		
Adult Restricted Season Pass	395.00	480.00	540.00		
Junior Full Season Pass	210.00	230.00	255.00		
Junior Restricted Season Pass	170.00	180.00	190.00		
	AH	EF	Joint		Anytime
TRAIL FEE					
Daily Trail Fee					15.00
Season Trail Free			300.00		
CART STORAGE FEE					
Storage Cart Gas		265.00			
Storage Cart Electric		300.00			
	AH	EF	AH	EF	
	weekday	weekday	weekend	Weekend	Anytime
GREEN FEES					
18 Hole Green Fee	26.00	32.00	30.00	35.00	
9 Hole Green Fee	16.00	19.00	18.00	20.00	
Junior Green Fee (all day)	15.00	17.00	17.00	18.00	
GREEN FEE SPECIALS					
Weekday Swing Time 1:00-4:00	18.00	21.00			
Weekend Swing Time 2:00-on			21.00	25.00	
Swing Time Cart Rental (per person*)			*12.00	*12.00	
CART RENTAL					
Cart Rental 9 Hole (per person*)					*10.00
Cart Rental 18 Hole (per person*)					*15.00
Annual Cart Pass					715.00
TOURNAMENT					
Tournament Reservation Fee					5.00

Approved City and District Usage Fee Schedules

RESOLUTION 9614 – Park Rental and Special Events				
Fee Type	Number of People	Fee to be used for	Fee Amount	Damage Deposit
Street Closure	n/a	Equipment Use	\$35	None
Street Closure	n/a	Administration	0	0
Park Rental	1-75	Admin/Maintenance	\$35	0
Park Rental	76-150	Admin/Maintenance	\$50	0
Park Rental	151-250	Admin/Maintenance	\$75	0
Park Rental	251 and more	Admin/Maintenance	\$100	0
Park Rental with alcohol	1-75	Admin/Maintenance	\$35	\$35
Park Rental with alcohol	76-150	Admin/Maintenance	\$50	\$50
Park Rental with alcohol	151 – 250	Admin/Maintenance	\$75	\$75
Park Rental with Alcohol	251 and more	Admin/Maintenance	\$100	\$100
Other public places (parking lots)	n/a	Equipment use and maintenance	\$50	0
Gibson Park Bandshell without electricity	n/a	Admin/Maintenance	\$50	0
Gibson Park Bandshell with electricity	n/a	Admin/Maintenance	\$75	0
Gibson Park Flower Garden (no alcohol) First 2 hours	n/a	Admin/Maintenance	\$75	0
Gibson Park Flower Garden (no alcohol) Additional hours	n/a	Admin/Maintenance	\$25	0
Gibson Park Flower Garden (with alcohol) First 2 hours	n/a	Admin/Maintenance	\$75	\$75
Gibson Park Flower Garden	n/a	Admin/Maintenance	\$25	\$25

Appendix C

(with alcohol)				
Additional hours				
Other public places (parking lots) with alcohol	n/a	Equipment use and maintenance	\$50	0
Clean up costs for streets, parking lots and parks when areas are left in a condition other than stipulated in the permit	n/a	Staff time and equipment	\$200/hour	0