

**RECIPROCAL USE AGREEMENT BETWEEN TRUSSVILLE CITY SCHOOLS
AND THE CITY OF TRUSSVILLE, ALABAMA**

THIS RECIPROCAL USE AGREEMENT (this “Agreement”), dated this the ____ day of _____, 2020, is entered into by and between Trussville City Schools (“TCS”), and the City of Trussville, Alabama, a municipality incorporated under the laws of the State of Alabama (the “City”) (TCS and the City may be together referred to as the “Parties”).

WHEREAS, the City is the owner of real property that includes facilities and active use areas that are commonly used by TCS in furthering TCS’s educational purposes (“School Facilities;”) and

WHEREAS, the City and TCS are the owners of real property, that includes facilities and active use areas that are commonly used by TCS to promote community well-being (“City Facilities;”) and

WHEREAS, since the formation of TCS, the City and TCS have cooperated in allowing TCS to primarily operate and maintain these School Facilities, and when not in use by a TCS activity, allowing the City to use the School Facilities on an “as needed” basis; and

WHEREAS, TCS has had and will maintain the primary authority to schedule, use, and maintain all School Facilities; and

WHEREAS, the City has had and will maintain the primary authority to schedule, use, and maintain all City Facilities; and

WHEREAS, the City and TCS have now mutually agreed to memorialize their longstanding informal reciprocal use agreement in writing to facilitate better understanding of each party’s role in the continued relationship between the parties and to organize, to promote, and to conduct programs and activities that further the education, health and general welfare of the community.

NOW, THEREFORE, TCS and the City agree to cooperate with each other as follows:

- (1) Term. This Agreement will begin on the Effective Date as stated in Paragraph 2 below and will continue for a period of four (4) years. This Agreement shall automatically renew for additional four (4) year terms subject to paragraph 17.
- (2) Effective Date. This Agreement shall become effective following the adoption and ratification of the Agreement by TCS Board of Education and the Trussville City Council.
- (3) For the purpose of this Agreement, certain words or terms shall be defined as follows. Words not defined in this section shall be interpreted so as to give them the meaning they have in common usage and reasonable application. Words used in the singular shall include the plural, and

the plural the singular; words used in the present tense shall include the future tense. The word “shall” is mandatory and not discretionary. The word “may” is permissive.

“*Agreement*” shall mean this document- the Reciprocal Use Agreement Between Trussville City Schools and the City of Trussville, Alabama.

“*City*” shall mean the City of Trussville, Alabama.

“*City Facilities*” shall mean those places and structures that are presently or may, in the future be, built, installed, or established to primarily service the community related purposes of the City.

“*Custodial/Upkeep*” shall mean relating to the cleaning of the Facilities.

“*Facilities*” shall mean the City Facilities and the School Facilities collectively.

“*First Priority*” shall mean the right to precede all others in obtaining use of the Facilities.

“*Maintenance*” shall mean the ordinary and routine upkeep of the Facilities and the property within the Facilities.

“*Public Access Hours*” shall mean the hours during which the City or TCS use Facilities.

“*School*” and “*School related*” shall mean any activity approved, sanctioned, or sponsored by any administrator, faculty, or staff personnel within TCS.

“*School Facilities*” shall mean those places and structures that are presently or may, in the future be, built, installed, or established to primarily service the educational purposes of TCS.

“*TCS*” shall mean the Trussville City School System.

(4) Cooperative Agreement. As provided herein, TCS and the City hereby agree to cooperate in coordinating programs and activities conducted in the Facilities. TCS and the City shall have the right to add Facilities during the term of this Agreement.

(5) Permitted / Primary Uses.

(A) Primary Use. TCS shall have primary use of School Facilities, and the City shall have the primary use of City Facilities.

(B) City Facilities. Subject to paragraph 5(A) above, TCS and its agents shall be allowed to request the use of the City Facilities for school and school-related educational and recreational activities, including summer school, and at such other times as the City Facilities are not being used by the City or its agents. This use shall allow TCS to have First Priority of scheduling events and activities at the City Facilities. With the exception of Paragraph 12 (C)

herein below, the City shall continue to be responsible for all aspects of the maintenance, upkeep, and supervision of the School Facilities.

(C) School Facilities. Subject to paragraph 5(A) above, the City and its agents shall be allowed to request the use of the School Facilities for community-related, educational, and recreational activities at such times as the School Facilities are not being used by TCS or its agents. This use shall allow the City to have First Priority in terms of scheduling of events and activities at the School Facilities. With the exception of Paragraph 12 (C) herein below, the TCS shall continue to be responsible for all aspects of the maintenance, upkeep, and supervision of the City Facilities.

(6) Compliance with Law. All use of the Facilities shall be in accordance with federal, state, and local law. Any actions taken by TCS or the City that are required by law, but are inconsistent with the terms of this Agreement, shall not be construed to be a breach or default of this Agreement.

(7) All Facilities shall continue to be used for its originally intended purpose. The Facilities shall not be altered or materially repurposed from its originally intended use. This does not preclude the use or placement of any movable or temporary objects provided these objects do not cause damage to the Facilities.

(8) Communication.

(A) Designation of Employees. TCS and the City shall respectively designate an employee (“Designated Representative”) with whom the other party, or any authorized agent of the party, may confer regarding the terms of this Agreement.

(B) The Designated Representatives shall monitor the schedule for use of the Facilities, recommend additional rules and regulations for TCS and City regarding this Agreement, monitor and evaluate the continued execution of this Agreement, and confer to discuss interim problems during the term of the Agreement.

(C) The Designated Representatives of TCS and the City shall hold conference calls or meetings on an as-needed basis to review the performance of this Agreement and to confer to discuss interim problems during the term of the Agreement. If the Representatives are unable to reach a solution on a particular matter, it will be referred to the Superintendent of Education for TCS and the Mayor of the City, or their designees, for resolution. The decision reached by the Mayor and the Superintendent shall be final.

(9) Scheduling Use of Property. The Parties, through their Designated Representatives, agree to the scheduling of the usage of the Facilities consistent with the terms of this Agreement.

(10) Allocation of Operational Costs. When a request is made by the City or TCS, the entity making the request shall be responsible for the associated cost.

(11) Supervision, Security, and Inspections.

(A) Supervision and Enforcement. The City and TCS shall provide an adequate number of competent personnel who shall supervise those activities at the Facilities which have been approved by the parties. Each party shall enforce all of the other party's rules, regulations, and policies while supervising activities or programs at the Facilities.

(B) Security. The Parties will have joint access to the Facilities and shall ensure the facilities are secured upon the conclusion of the use of the Facilities.

(12) Maintenance, Custodial Services, Restrooms, and Supplies.

(A) Maintenance. Each party agrees to exercise due care in the use of the Facilities. Each party shall during the time of its use keep the Facilities in neat order. TCS retains responsibility for maintenance of the School Facilities during all other times. The City retains responsibility for maintenance of the City Facilities during all other times.

(B) Custodial / Upkeep. Each party shall make its trash receptacles available during the other party's use of the Facilities. The party requesting the use of the Facility shall be solely responsible for the custodial services in the Facility during the times a party is using the Facility and any costs of said services.

(C) City and TCS shall jointly share in the cost of supplies.

(13) Parking. During Public Access Hours, each party shall make available for public parking the parking facilities associated with the Facilities.

(14) Restitution and Repair.

(A) Responsibility of Parties. Each Party shall be wholly responsible to repair, remediate, or fund the replacement or remediation of any and all damage or vandalism to the Facilities which occurs during the time of each Party's use of the Facilities.

(B) Inspection and Notification. In the event the damage is caused during a party's use of the other party's Facilities, the party shall inspect and notify the other party of any damage.

(C) Repairs. Except as mutually agreed, the Party responsible for the Facilities at the time of the occurrence of the damage or vandalism shall cause repairs to be made within sixty (60) calendar days of the occurrence of the damage or vandalism.

(15) Liability and Indemnification.

(A) Subject to any statutory limitations, the City shall defend, indemnify, and hold TCS, its officers, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages, arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims

for injury are caused by or result from the negligent or intentional acts or omissions of the City, its officers, agents, or employees.

(B) Subject to any statutory limitations, TCS shall defend, indemnify, and hold the City, its officers, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees or claims for injury or damages, arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury are caused by or result from the negligent or intentional acts or omissions of TCS, its officers, agents, or employees.

(16) Termination. This Agreement may be terminated by either party with ninety (90) days' written notice before any renewal period as described in Paragraph 1.

(17) Entire Agreement. This Agreement constitutes the entire understanding between the parties with respect to the subject matter and supersedes any prior negotiations, representations, agreements, and understandings.

(18) Amendments. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument approved by the TCS Board of Education and the City Council and executed by the TCS Superintendent and the Mayor.

(19) Reciprocal-Use Agreement. Each Party grants to the other Party permission for the right to use and maintain each Party's respective Facilities beginning on the Effective Date of this Agreement and ending on the termination of this Agreement. The City does not convey to TCS or to any other party any title or interest in or to any of its real property including, without limitation, the School Facilities but merely grants permission to use the City Facilities herein set forth. Similarly, TCS does not convey to the City or any other party any title or interest in or to any of its real property, including, without limitation, the School Facilities but merely grants permission to use the School Facilities herein set forth.

SIGNATURES ON SUBSEQUENT PAGES

CITY OF TRUSSVILLE, ALABAMA

By: _____
Buddy Choat
Mayor

Date: _____

ATTEST:

Dan Weinrib
City Clerk

TRUSSVILLE CITY SCHOOLS

By: _____

Print: _____

Its: _____

Date: _____

Exhibit A

FACILITY USE FORM