

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

THIS RECIPROCAL USE AGREEMENT (this "Agreement"), dated this the ____ day of _____ 2021, 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 and managed 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 16.
- (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 City 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, TCS shall continue to be responsible for all aspects of the maintenance, upkeep, and supervision of the School 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 and the use shall be according to any applicable rules, policies, or procedures of the Facility. 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 the 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 Designated 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 of the use of the Facilities other than those provided for in Paragraph 12.

(11) Supervision, Security, and Inspections.

(A) Supervision and Enforcement. The City and TCS shall provide an adequate number of competent personnel who shall supervise the Party's 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. The City and TCS will continue with the current cleaning procedures and upkeep in place and agreed upon by both parties for each facility, such as gym floor refinishing, etc.

(C) City and TCS shall jointly share in the cost of supplies as agreed upon by the Designated Representatives.

(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: _____

Dr. Pattie Neill

Print: _____

Dr. Pattie Neill

Its: _____

Superintendent

Date: _____

01 / 25 / 21

Board Approved

JAN 25 2021

Dr. Pattie Neill

Exhibit A

FACILITY USE FORM

Trussville City Schools Use of Facilities Agreement

Date: _____

The Agreement for Use of Facilities issued this date between Trussville City Schools and _____, (Person signing the form) conditional upon acceptance by Trussville City Schools, will confirm the use of facilities as follows:

Event or Program Title	
Organization requesting facilities	
Sponsored by Trussville Parks and Recreation	Yes _____ No _____
Proposed Rental Amount	\$ _____
Age group of students involved	
Is this for Trussville student only	Yes _____ No _____
Is this a Fund Raiser	Yes _____ No _____
Requested Dates	
Start Date and End Date	
Details on days per week and times	
Event start and end times	
Specific facility/room rented – (example: room number B123)	
Verification of Liability Insurance	Please attach a copy of your Verification of Liability Insurance to the Agreement. The Superintendent of Education may at her discretion, waive the requirements of this paragraph.

Acceptance of this offer of Use of Facilities and the provisions of this Agreement should be indicated by signing in the space provided and returning the original copy to Trussville City Schools, Attn: Facilities Director, 113 North Chalkville Road, Trussville, AL 35173.

In exchange for the use of the school facility listed above, applicant expressly agrees:

1. That Trussville City Schools reserves the right to terminate this agreement at any time (**Example of possible termination: loss of utilities (power, water, etc.), impending inclement weather, unexpected need by TCS, etc.**)
This agreement must be turned in at least one board meeting prior to the event.
2. To use the school facilities only for the purpose identified above.
3. To enforce the Board's prohibition against smoking, drugs, alcohol, weapons and other such activities and/or items on school property.
4. To indemnify and hold harmless the Trussville City Board of Education, including all officials, agents and employees, separately and severally, from any and all claims arising from applicant's use of the school facility. This indemnity agreement not only requires applicant to pay any adverse judgment against the School Board arising from applicant's use of the facility, but also requires applicant to provide the Board, its officials, agents and employees, with legal defense at applicant's expense which includes costs, expenses, and attorney fees.
5. To assume full responsibility for any and all damages to the school facility caused, directly or indirectly, by the applicant's use of the facilities.
6. The applicant also agrees to clean up before they leave that facility. The facility should be returned in the condition it was rented. This involves and is not limited to
 - **Picking up garbage/emptying garbage cans and putting garbage bags from cans in the dumpsters**
 - **Cleaning, disinfecting and restocking restrooms**
 - **Make sure all lights and power is off**
 - **Alarm is set and doors are locked**

I acknowledge that I have read and understand all provisions listed above and agree to abide by all provisions of the foregoing Agreement. **Sponsor/Coach/Faculty Signature:** _____ **Date:** _____

Please add a check mark beside each facility being requested below. Approval from the school principal(s) is required before this agreement can be initiated. Principal(s) will sign off if approved.

Paine Campus	Date:	Principal Signature:
Magnolia Elementary	Date:	Principal Signature:
Cahaba Elementary	Date:	Principal Signature:
Hewitt Trussville Middle	Date:	Principal Signature:
Hewitt Trussville Middle	Date:	Asst. Principal Signature:
Hewitt Trussville High	Date:	Principal Signature:
Hewitt Trussville High	Date:	Asst. Principal Signature:
Once the principal and assistant principal sign offs are complete send the form to the appropriate Director below for sign off. That Director will then send the agreement to the Facilities Coordinator for final approval.		
Athletic Director	Date:	Signature:
Assistant AD for Football	Date:	Signature:
Track and Field Coaches	Date:	Signature:
Facilities Coordinator	Date:	Signature:
TCS CFO	Date:	Signature:

I understand any service calls for this facility will result in an individual billing rate of \$75.00 per hour for each technician required. The billing rate starts at the time the technician is called.

Facilities must be supervised at all times by school personnel (Supervision fee based on available staff). Outside groups may be subject to a supervision rate of \$35.00 per hour. This fee may be in addition to any and all other rental fees. Failure to pay the invoice may result in termination of the use of facilities.

I acknowledge that I have read and understand all provisions of the foregoing Agreement, and agree to abide by all provisions of the foregoing Agreement. **Please fill in all the information required below.**

Name (Please Print):
Date:
Signature:
Phone:
Cell Number:
Email:

Rental Fees for Trussville City School Facilities

Space	Fee
Classroom – Regular	\$25.00 per hour \$125.00 per day
Lunchroom – Dining area ONLY	HTHS - \$500.00 per hour/\$2500.00 per day HTMS/Paine/Magnolia/Cahaba - \$200.00 per hour/\$1000.00 per day
Auditorium – Meeting	HTHS - \$500.00 per hour/\$2500.00 per day HTMS/Paine/Magnolia/Cahaba - \$ 200.00 per hour/\$1000.00 per day
Gymnasium	HTHS - \$500.00 per hour/\$2500.00 per day HTMS/Paine/Magnolia/Cahaba - \$200.00 per hour/\$1000.00 per day
Library	\$100.00 per hour/\$500.00 per day
Lecture Room (HTHS)	\$100.00 per hour/\$500.00 per day