

**JOINT POWERS AGREEMENT
BETWEEN
CITY OF RIVER FALLS
AND
SCHOOL DISTRICT OF RIVER FALLS**

An agreement between the School District of River Falls and the City of River Falls, to provide for a joint community parks and recreation program herein, henceforth to be known as the Community Recreation Program.

This agreement, by and between the School District of River Falls, party of the first part, hereinafter referred to as the "School District", and the City of River Falls, party of the second part, hereinafter referred to as the "City", both agencies organized and existing by virtue of the laws of the State of Wisconsin:

WITNESSETH THAT:

WHEREAS, The parties hereto, in consideration of the mutual agreements contained herein, agree to cooperate in providing a Community Recreation Program pursuant to authority granted by the Wisconsin Statutes, to provide recreational activities and facilities to serve all children and adults within the School District, and that hence with coordination of human and physical resources shall be in accordance with the following:

1. DEFINITIONS

- (a) Recreational Activities. Recreational activities shall include, but not be limited to baseball, wrestling, bowling, basketball, softball, open supervised playground, swimming, tennis, T-ball, gymnastics, non-profit associations, athletic clubs and other non-instructional activities as the parties hereto may from time to time agree.
- (b) Educational Activities. Educational activities shall include, but not be limited to academic classroom-based programs and any other activities which may be classified as educational as the parties hereto may from time to time agree.
- (c) Year. The year shall be defined as a calendar year from July 1 to June 30.

2. Coordination of the usage of buildings, areas, and facilities shall be scheduled by the school District Activities Director and the City Recreation Program Coordinator. The School District may appoint someone other than the School District Activities Director to coordinate activities with the City Recreation Program Coordinator, or other designee. The City may appoint someone other than the City Recreation Coordinator to coordinate with the School District Activities Director, or

- other designee. Written notice of a new designee shall be given to the City by the School District and vice versa.
3. The City Recreation Program Coordinator shall administer and supervise the year-round program. The proposed annual recreation program shall be submitted by January 1 so that the School District will not anticipate operating summer programs offered by the City.
 4. Educational activities, as defined above, will continue to be coordinated, administered and financed exclusively by the School District. Recreational activities, as defined above, are activities that are to be coordinated, administered and financed exclusively by the City of River Falls. The School District concurs that a differential fee structure may be established from time to time. Such fee structure shall be based upon a cost comparison limit for recreational services delivered to in-corporate limit residents and out-of-corporate limit residents.
 5. Henceforth, the City Recreation Program Coordinator will be responsible and accountable for all aspects of the City parks and recreation activities and endeavors within the physical School District and City boundaries and property. The additional duties of the City Recreation Program Coordinator shall be to:
 - (a) Plan and establish a Community Parks and Recreation program for the School District and City, in conformance with Common Council approved budget.
 - (b) Coordinate the offering of specific programs with the School District Activities Director to avoid conflict of space needs between the School District program and the Community Recreation program.”
 - (c) Select, recruit, and supervise program personnel.
 - (d) Develop programs and policies on City recreation which relate to the needs, interests and demands of the City as approved by the Common Council.
 - (e) Continuously endeavor to secure citizen and group participation on matters of community recreation.
 - (f) Promote and publicize programs and services of the City recreation programs.
 - (g) Provide reports and presentations as may be requested by the School District and City.
 6. Land, facilities, playground equipment and supplies shall remain the property of the party so furnishing or supplying same.
 7. In consideration of the above, the School District agrees to specifically:
 - (a) Provide use of land, athletic fields, track, swimming pool, auditorium, tennis courts, gymnasium, cafeteria and classroom

- facilities for recreational activities for children and adults at the times that are coordinated between the City Recreation Program Coordinator and the School District Activities Director or other designees. Priority is to be given to scheduled school events.
- (b) Provide water, heat, electricity and custodial services if during normal working hours. If a custodian is needed outside of the normal hours, the group involved will be charged for custodial services. Rate will be the current rate set by the School District.
 - (c) Provide a master schedule or calendar in the designated School District office, whereby the City Recreation Program Coordinator can reserve School District areas and facilities with approval of the School District Activities Director or other designee. Prior notice will be given for use of facilities.
 - (d) Provide bus transportation for Parks and Recreation activities at cost for special events.
8. In consideration of the above, the City agrees to:
- (a) Provide the School district use of parks, fields and facilities for school activities at times that are coordinated between the City Recreation Program Coordinator and the School District Activities Director or other designees.
 - (b) Provide adequate supervision of City and School District areas, facilities and equipment when recreational programs are being conducted.
 - (c) Provide water, heat, electricity and maintenance services for School District activities.
9. The parties are committed to a policy of affirmative action and equal opportunity in employment and to nondiscrimination in its employment practices at all levels and for all persons, regardless of race, religion, color, national origin, ancestry, sex, sexual orientation, age, marital status, pregnancy, parental status, physical, mental, emotional or learning disability, political affiliation, arrest or conviction record or membership in the national guard, state defense force or any other reserve component of the military forces of the United States or the State of Wisconsin.
10. This agreement shall remain in force for as long as is agreeable by the parties and supersedes all previous agreements between the parties. Amendments to the agreement can be executed at any time agreeable to both parties. However, this agreement may be terminated by either party hereto, by written notice to the other party, stating that the party wishes to terminate the agreement in the year following the year in which the notice is given. To be effective, written notice of termination must be received by May 1 of the year preceding the year of termination. In the event of such termination, an accounting shall be made between the parties and the

settling of such accounting and legal matters shall be in a manner which is mutually satisfactory to both parties.

This agreement was adopted by the River Falls Common Council on the 11th day of May, 2010

WITNESS:

Kristi Melak

Kristi Melak

FOR THE CITY OF RIVER FALLS

Don Richards
Don Richards , Mayor

Lu Ann Hecht
Lu Ann Hecht, City Clerk

This agreement was adopted by the School District of River Falls on the 17th day of May, 2010.

WITNESS:

Darlene R MacBride

Darlene R MacBride

FOR THE SCHOOL DISTRICT OF RIVER FALLS

Steve Johnson Myers
President, River Falls Board of Education

Barbara E Golpen
Clerk, River Falls Board of Education