

Section XI Appendix D-4 Existing Partnership Agreements

CITY/U.S.D. 497 MEMORANDUM OF UNDERSTANDING FOR THE USE OF CARL KNOX NATATORIUM

The City of Lawrence hereafter (City) and USD 497 hereafter (District) commonly agree to enter into this memorandum of understanding for the sole purpose of operating and maintaining the Carl Knox Natatorium located on the Lawrence High School campus. This agreement will be for the period from the beginning of the school year 2006 until the beginning of the school year 2007. This agreement will be reviewed annually by both parties during the month of July and extended if both parties agree hereto.

The city shall:

- be responsible for scheduling the facility between the hours of 6:00 p.m. and 10:00 p.m., Monday through Thursday and Saturdays 5 a.m.-7 a.m. during the school year only.
- be responsible for the maintenance and treatment of the pool including water quality.
- be responsible for providing lifeguard staff during all hours provided for community recreation use.
- be responsible for scheduling all non school/USD 497 events in the natatorium complex.
- be responsible for billing all non school /USD 497 user groups for their use of the facility at a rate and/or formulas agreed upon and/or contracted for.
- will provide qualified maintenance staff to meet the needs of the district during school operations, non public access, and the district agrees to pay for these services, based on pay rates approved in advance by the district.

The District shall:

- be responsible for scheduling the use of the facilities between the hours of 6:00 a.m. - 6:00 p.m., Monday through Thursday plus Fridays, Saturdays 7 a.m.- 10:00 p.m. and Sundays 6 a.m. - 10:00 p.m..
- provide the custodial service needed to maintain the natatorium complex which includes pool deck, locker rooms, hallways and office spaces.
- track and pay all utility and custodial costs associated with the operation and maintenance of the natatorium and these costs shall be shared equally by the City based on usage.
- provide the City a monthly cost summary to include all utility and custodial expenses.
- provide the City with schedules of events & classes per semester and notify staff 832-7946 of any changes in advance.
- be responsible for setting up and supervising the natatorium for classes and swimming/diving events sponsored by the District.

It is commonly agreed:

- That the City will not use the facility during the summer months, defined as dates that are from the last day of classes for the spring semester and beginning one week before start of classes for the fall semester. During the shut down period the CKN will be drained for maintenance purposes, if necessary, or run on minimum filtration and chemicals and no heat.
- That both parties may share all or part of the scheduled times set aside for their exclusive use of the facilities. First priority will be given to the District's swimming team events.
- That all capital maintenance expenditure on the natatorium shall be shared equally by the city and the District.
- That all proposed capital maintenance expenditures shall be reviewed by both parties and agreed upon as to project time and budget year.

- That both parties will share in the cost of administration, operation and maintenance of the natatorium based on usage during non-summer school sessions. The District will be responsible for all costs of administration, operation and maintenance during the summer session.
- Any group/organization, outside of the District or the City, wanting to rent the facility must have approval from both the District and the City.

Both parties agree to meet annually to review and update this memorandum and look at making facility usage between USD 497 and the City of Lawrence as equitable as possible.

USD 497
Department

Lawrence Parks and Recreation

Superintendent: _____ Director: _____
(signature) (signature)

(printed name) (printed name)

Date: _____ Date: _____

Revised: 06-27-2006 JGIBBS