

# ALEXANDRIA

CITY PUBLIC SCHOOLS



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## MEMORANDUM

**TO:** School Board Members  
City Council Members

**FROM:** Mark F. Krause *MFK*  
Supervisor of Design and Construction

**DATE:** October 8, 1997

**RE:** City/School Facility Use Maintenance and Service Agreement

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Attached for your review and information is the updated City/School Facility Use Maintenance and Service Agreement.

This revised Agreement is the result of efforts by the City/School Facilities Staff Committee which is comprised of staff from Alexandria City Public Schools, the Department of Recreation, Parks and Cultural Activities, the Department of General Services and the Department of Transportation and Environmental Services.

The revised Agreement is now in effect and will run for an indefinite term.

MFK/jb  
Attachment

cc: Members of City/School Facility Staff Committee

## **CITY/SCHOOL FACILITIES USE AND MAINTENANCE & SERVICE AGREEMENT**

**WHEREAS**, The City of Alexandria is fortunate to be able to provide many fine public facilities for use by its citizens; and

**WHEREAS**, many of these facilities were constructed for the specific purpose of either public education or recreation, but have the capability of offering a much broader public use as joint-use community facilities; and

**WHEREAS**, the Alexandria City Manager and the Alexandria School Superintendent jointly have agreed that it is in the best public interest to work together to ensure the maximum feasible public use of these facilities for educational and recreational purposes; and

**WHEREAS**, the City of Alexandria School Division, Department of Recreation, General Services Department and the Department of Transportation and Environmental Services, agree to provide mutual services related to their specific areas of responsibility for city facilities and activities.

**NOW, THEREFORE**, the Alexandria City Manager and the Alexandria School Superintendent do hereby enter into the following agreement for the cooperative use, management, maintenance and financial support of these community use facilities.

### **I. PHILOSOPHY AND SITUATION**

- A. The purpose of this agreement is to provide a structure for the broad and cost effective use and maintenance of all school and community owned facilities in support of the community use of these facilities.
- B. It is recognized that the Alexandria School Division and other City agencies are limited in financial, personnel, and facility resources to support their respective programs. Therefore, an agreement establishing mutual maintenance and use of these facilities provides maximum effective utilization of all public/community facilities.

### **II. ADMINISTRATION OF THE AGREEMENT**

- A. The City Manager and School Superintendent are responsible for the proper use, supervision and maintenance of all the public facilities under their control.
- B. A City/School Staff Facilities Committee shall manage the routine administration of this agreement. The Committee will meet at a minimum, on a bi-monthly basis, and shall be composed of staff from City agencies and the Alexandria School Division as appointed by the City Manager and the School Superintendent, respectively. This committee

will be comprised of 3 representatives from the Alexandria School Division, 2 members from the Department of Recreation, Parks and Cultural Activities, and 1 member each from the City's Departments of Transportation and Environmental Services and General Services. The Chair and Co-Chair of the Committee will be filled by 1 representative from Alexandria School Division and 1 representative from the Department of Recreation. The Chair and Co-Chair will be selected on an annual basis at the Committee's first meeting of each fiscal year.

- C. The committee shall attempt to resolve all issues relating to the joint use of facilities as covered by the guidelines contained herein, and each committee member shall have one vote on any single voting issue. Conflicts related to issues regarding the joint use of facilities which are not resolved by the Committee will be forwarded to the City Manager and School Superintendent for arbitration. If the issue remains unresolved, the City Manager and School Superintendent will forward the issue to the City Council/School Board Subcommittee for resolution.
- D. School principals and Recreation Department staff will jointly review the condition of jointly used facilities on a quarterly basis (March, June, September, and December), and report their findings to the Director of Recreation and to the School Facilities Director with copies forwarded to the City/School Staff Facilities Committee.
- E. The School Superintendent and the City Manager will establish a rental fee schedule for their respective facilities for approval by the School Board and City Council, as appropriate.

### III. USE OF FACILITIES

- A. Attachment "A" denotes all joint use City facilities that are jointly used, maintained and managed by the City and Alexandria Public Schools that are available for community use, and indicates who is responsible for the facility's maintenance.
- B. The School Division is the primary user of School facilities, including outdoor fields during the normal school day, which should be interpreted to be from school starting time to the end of the formal classroom day plus one hour. During the one hour period following class, schools will have priority for use of the school facility. During this time should mutual requirements for space occur, the schools will make every effort to provide alternate space for Department of Recreation use. After the one hour time frame, scheduled recreation programs will have priority for all recreation facilities listed below:

John Adams  
Maury  
Charles Barrett  
Jefferson Houston  
William Ramsay  
George Mason

Lyles-Crouch  
James Poik  
Patrick Henry  
Douglas MacArthur  
Mount Vernon  
Cora Kelly Magnet

**Middle Schools**

George Washington  
Minnie Howard

F. C. Hammond

**Recreation Centers**

Charles Barrett  
Mount Vernon  
William Ramsay  
John Adams

Patrick Henry  
Cora Kelly  
Ramsay Nature Center

**After School Recreation Centers**

Maury  
Douglas MacArthur

George Mason

- C. The scheduling of School play fields and the scheduling of City fields will be coordinated under the following guidelines:
1. The scheduling of elementary school fields is done by the Youth Sports Division of the Department of Recreation. During scheduled school days of the school year, activities begin at the end of the classroom day, plus one hour. Scheduling on weekends during the school year, and during the summer months will be at the discretion of the Department of Recreation's Youth Sports Division.
  2. The scheduling of fields, during the school year, at Hammond, Minnie Howard, T. C. Williams, and George Washington remains the responsibility of the Community Services Manager of the School Division, but the School Division may schedule appropriate community and recreation activities at these fields which are consistent with school requirements for the fields.
  3. The scheduling of all other city fields remains the responsibility of the Department of Recreation at all times.

4. Schools which lack adequate outdoor play fields to support their programs will have priority use of City facilities.
- D. Additional City use of school space or school use of City space may be designated in any facility by mutual agreement. These use requirements should be identified prior to August 1 of any year with specific hours reviewed and approved by the City/School Staff Facilities Committee.
- E. City agencies may schedule other school facilities, including classrooms, multi-purpose rooms, gymnasiums, and auditoriums in support of City and community programs consistent with the guidelines set forth in Paragraph D. Equipment installed in classrooms may not be used unless specifically approved by the appropriate school official.
- F. Facilities custodial maintenance requirements and responsibilities for joint use facilities programs are identified in Attachment A and agreed upon by the City/School Staff Facilities Committee.
- G. The normal time for the conclusion of indoor activities and programs will be at 10:00 p.m., or as mutually agreed.
- H. All scheduling of facilities will be reviewed regularly by the City/School Staff Facilities Committee to accommodate changes and resolution of conflicts.

#### IV. RESPONSIBILITY

- A. Whenever a facility is being used, the user group is responsible for:
  1. Maintaining adequate discipline at and near the facility.
  2. Providing adequate supervisory and organizational plans to support the requirements of the activities being conducted.
  3. Security of School and City-owned facilities and equipment.
  4. Prohibiting illegal substances or alcohol. Drugs (including alcohol) may not be dispersed or used on school property or within 1,000 feet of a school in accordance with the Safe and Drug Free Schools Act (i.e., Drug Free Zone).
  5. Prohibiting weapons (including knives). Weapons may not be brought on to school property or Recreation Department property except by appropriate law enforcement agencies.

- B. Operations-Maintenance -- All custodial and maintenance activities will be in accordance with the following specific provisions:
1. The School System shall have custodial responsibility for all school buildings, except the full time recreation centers.
  2. The City's full-time recreation centers and after school centers shall receive adequate heating and air conditioning services during their regularly planned programs at night, weekends and on holidays.
  3. The City and School System recognize the need to maintain and upgrade the outdoor facilities so they can properly and safely support the planned activities for which they were designed, and to support easy and cost-effective maintenance. To this end, the City/School Staff Facilities Committee will meet at least annually to determine a long-range schedule for inclusion of such projects in the Capital Improvement Budget.

**V. FUNDING**

The City and Schools will fund necessary costs pursuant to this agreement in accordance with normal budgetary procedures.

**VI. PUBLIC INFORMATION**

The City/School Staff Facilities Committee will prepare material for City and School Division approval and publication for potential community users explaining the conditions, procedures and priorities for use of City and School facilities. The City/School Staff Facilities Committee is responsible for the dissemination of this information.

**VII. PERIODIC EVALUATION**

The City/School Staff Facilities Committee will prepare annually for the City Manager and the Superintendent of Schools an evaluation report on the administration of this agreement, which will be disseminated by the Manager and Superintendent as they deem appropriate.

**CITY/SCHOOL FACILITIES USE AND MAINTENANCE SERVICE AGREEMENT**

This agreement is made on this \_\_\_\_\_ Day of \_\_\_\_\_ 19\_\_, by and between the Superintendent of Alexandria, VA, Public Schools, and the City Manager of Alexandria, VA. It formalizes and gives credence to procedures for the proper use of City/School facilities and assigns responsibilities for the maintenance and other services for the facilities.

The City Schools and other City Departments agree to the mutual use and support of school and city facilities provision of services as outlined in the City/School Facilities Use and Maintenance and Services Agreement. The staffs of all agencies involved further agree to meet bi-monthly to discuss issues of mutual concern and attempt to resolve conflicts which may arise from time-to-time.

The use of School and City Facilities by outside community groups will be governed by regular procedures of the School Board and the City Council in granting permits for use of facilities as provided for by the laws of Virginia and the policies and procedures of the School Board and the City Council.

This agreement shall be for an indefinite term commencing on \_\_\_\_\_. Either party may at anytime terminate this agreement upon given in writing, to the other party twelve months notice of this intention to terminate agreement.

*Vale Lawson*  
By: City Manager of Alexandria, VA

*Herbert Berg*  
By: Superintendent, Alexandria City  
Public Schools

9-13-97  
Date

9/25/97  
Date

**APPROVED AS TO FORM:**  
*George M. Andrews*  
**ASSISTANT CITY ATTORNEY**





EXHIBIT "B": FACILITY MAINTENANCE RESPONSIBILITIES

Responsibility for maintenance, service, repair and replacement of the premises and its parts shall be as specified below except that, in any one instance not covered by a service contract, Owner will pay the balance of any cost that exceeds \$750.

ITEMS General	Clean, Service Adjust & Inspect	Repair	Replace
1. Trash removal	City	- -	- -
2. Fire extinguishers	City	City	City
3. Water fountains	City	City	City
4. Carpet	City	City	City
5. Stair treads	City	City	City
6. Rest rooms:			
All supplies	City	City	City
Towel dispensers	City	City	City
Tissue & paper dispensers	City	City	City
Sanitary napkin dispensers	City	City	City
Hand dryers	City	City	City
Soap dispensers	City	City	City
7. Signs (indoors & outdoors)	City	City	City
8. Lunchroom equipment	City	City	City
9. Kitchen equipment	City	City	City
10. Telephone equipment	City	City	City
11. Indoor light fixtures	City	City	City
12. Indoor lamps/tubes/ballasts	City	City	City
13. Outdoor light fixtures (on bldg.)	City	City	Owner
14. Outdoor lamps & ballasts (on bldg.)	City	City	- -
15. Lighting time clocks	City	City	City
16. Ceiling tile	City	City	City
17. Indoor paint	City	City	City
18. Exterior & outdoor paint, including garage	Owner	Owner	Owner
 <u>Service Contracts</u>			
19. Elevator	City	City **	Owner
20. HVAC			
Filters	City	- -	- -
Water treatment	City	City **	Owner
Cooling tower	City	City **	Owner
Heat pumps/Furnace	City	City **	Owner
Controls/Timers/Setbacks	City	City **	Owner
Pumps/ Motors/Fans/Dampers	City	City **	Owner
**The City will obtain, at its expense, a HVAC service contract comparable to the one in effect on 9/30/95. Owner will pay for repair and replacement of items not covered by the service contract.			
21. Garage door	City	City	Owner
22. Fire alarm system	City	City	Owner
23. Security system	City	City	City
 <u>Electrical Service</u>			
24. Electric panels	City	City	City
25. Main service	Owner	Owner	Owner
26. Switches & breakers	City	City	City
27. Circuit wiring	City	City	City
 <u>Doors &amp; Windows</u>			
28. Glass breakage	City	City	City
29. Hardware, frames & screens	City	City	City

Clean, Service

ITEMS	Adjust & Inspect	Repair	Replace
<b>Roof/Waterproofing</b>			
30. Gutters, drains, downspouts	Owner	Owner	Owner
31. Roof and flashings	Owner	Owner	Owner
32. Exterior walls & foundations	Owner	Owner	Owner
33. Caulking	Owner	Owner	Owner
34. Storm water drainage	Owner	Owner	Owner
<b>Structures</b>			
35. Exterior finishes	Owner	Owner	Owner
36. Exterior vents & flues	Owner	Owner	Owner
37. Structural integrity	Owner	Owner	Owner
38. Concrete floors	City	Owner	Owner
39. Exterior damage, incl. graffiti removal, will be repaired by the Owner, provided its source or cause is not tenant-related.			
<b>Plumbing</b>			
41. Pipes & drains inside bldg.	City	City	City
42. Pipes & drains outside bldg.	Owner	Owner	Owner
43. Sinks, basins, showers	City	City	City
44. Sewer stoppage inside bldg.	City	City	City
45. Sewer stoppage outside bldg.	Owner	Owner	Owner
46. Main water service	Owner	Owner	Owner
47. Exterior sewer line	Owner	Owner	Owner
<b>Parking Garage</b>			
48. Snow melter controls & sensors	City	Owner	Owner
Failure of embedded heating strips and sensors shall not require repair or replacement by either party.			
49. Lighting fixtures (inside)	City	City	City
50. Lighting lamps & tubes (inside)	City	City	City
51. Trash/litter	City	- -	- -
52. Ventilation	City	City	City
53. Sump pump	City	Owner	Owner
54. Snow removal, ramps & steps	City	- -	- -
55. Leak pans	Owner	Owner	Owner
56. Striping (every third year).	Owner	Owner	Owner
<b>Parking Deck and Adjoining Landscaped Areas (2400 block)</b>			
57. Litter, dirt & snow removal	City	- -	- -
Owner will reimburse City (pro-rata) for clearing area reserved for Owner's use.			
58. Striping (every third year)	Owner	Owner	Owner
59. Landscaping	City	City	City
60. Watering/weed control	City	- -	- -
61. Plantings	City	City	Owner
City will maintain plantings installed by Owner.			
62. Outdoor light fixtures	Owner	Owner	Owner
63. Concrete/pavers	Owner	Owner	Owner
64. Storm drains	Owner	Owner	Owner
65. Fencing	Owner	Owner	Owner
<b>Site, 2500 block</b>			
66. Plantings	City	City	City
67. Litter, dirt & snow removal	City	- -	- -
68. Concrete/Pavers w/i prop. lines	Owner	Owner	Owner
69. Storm drains	Owner	Owner	Owner
70. Fencing	Owner	Owner	Owner

Exhibit C

List of Landlord's Work

EXHIBIT C: List of Landlord Work and Schedule of Completion

Landlord agrees to accomplish the following items of work, to the reasonable satisfaction of the City, before October 1, 1995.

Item Description	Planned Start Date	Expected Completion Date	Date Completed
1. New E.P.D.M. roof on building.	7/1/95	9/1/95	
1.a.Repair (waterproof) skylight	7/15/95	9/15/95	
2. Repair defects in concrete floor.	8/1/95	8/31/95	
4 areas	7/8/95	7/9/95	7/9/95
7 areas	7/15/95	7/16/95	7/16/95
3. Repaint interior of building.			
23 Interview rooms	5/9/95	5/12/95	5/15/95
Balance of building	7/15/95	8/15/95	
4. Install handrails at Mt. Ida entrance.	8/1/95	8/31/95	
5. Renovate restrooms:	8/1/95	9/15/95	
Replace vanity tops, faucets, soap dispensers, paper holders and stall partitions.			
6. Repair damaged venetian blinds.	7/1/95	7/31/95	7/7/95
record room blind on order	7/8/95		
all others complete			
7. Replace damaged ceiling tiles.	8/1/95	8/31/95	
Comment: Requires 75 "Nubby" tiles and 14 common tiles.			
8. Repair all garage leak catch-pans.	8/1/95	8/31/95	
9. Repair windows	7/1/95	7/31/95	
1 broken window frame			
Repair screens (all but 4) 4 on order	7/1/95	7/31/95	7/15/95
10. Inspect & service fire alarm and sprinkler systems.	7/18/95	7/18/95	7/18/95
11. Other items to be inspected prior to 9/30/95:			
Air filters shall be clean		8/31/95	
Building shall be clean		9/15/95	
Parking lots & garage shall be clean		9/15/95	
Re-stripe parking areas		8/31/95	
Planting & mulch in good condition		8/31/95	
Electrical systems in operating condition		9/15/95	

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Exhibit D

List of Tenant's Improvements

[Should not include any personal property]

EXHIBIT D

LISTING OF TENANT IMPROVEMENTS:

1. Security System
2. Venetian Blinds
3. Carpet
4. Shower and lockers
5. Reception counters
6. Ceiling tile
7. Masking sound system
8. Mail Boxes and associated millwork
9. Doors, 53 each birch doors with hardware and jambs .
10. Door control system, 3 each, with electric Strikes
11. Movable partitions
12. Employee lounge sink, counter, refrigerator, freezer, and microwave
13. Kitchen to include sink, counter, cabinets and appliances
14. Bicycle racks.
15. Parking gate controls and upgrade.
16. Electrical wiring above base building (\$16,668)
17. Drywall partitions above base building (\$50,652)
18. Kitchen plumbing and electrical rough-in
19. Telephone system (AT&T System 75)
20. Glass block walls
21. All telephone and data cabling
22. All signage, indoor and outdoor
23. Awning over rear door
24. Atrium sun screening
25. Mt. Ida Door bell
26. All furniture including systems furnishings
27. Push button coded locks