

**CREATING A SCHOOL PARK SITE ON DISTRICT PROPERTY**  
**At Lake Louise Elementary School**  
**Clover Park School District and City of Lakewood**  
**Interlocal Agreement**

This Interlocal Agreement, made this 24<sup>th</sup> day of November, 2008, is by and between Clover Park School District, a municipal corporation (hereinafter referred to as the "District"), and the City of Lakewood, a municipal corporation (hereinafter referred to as the "City"), for the purpose of creating a School Park Site on District property.

WHEREAS, the Clover Park School District No. 400 provides educational services to the residents in and around the City of Lakewood at facilities located in or adjacent to the City of Lakewood; and

WHEREAS, the Lakewood City Council adopted the Lakewood Park Master Plan in July 2005, which encourages the development of neighborhood school parks to achieve the City's goal of providing a park or open space area within one half-mile of every Lakewood resident; and

WHEREAS, the Clover Park School District No. 400 and the City of Lakewood desire to be effective and efficient stewards of public resources and assets; and

WHEREAS, the Clover Park School District and City of Lakewood have a mutual interest in supporting the students and youth living in the City of Lakewood and surrounding areas; and

NOW, THEREFORE, pursuant to Chapter 39.34 "Interlocal Cooperation Act" of the Revised Code of Washington, the City and District agree as follows:

**I. Purpose**

- A. The purpose of this Agreement is to create a School Park Site on District property.
- B. This Agreement addresses the City's desire to enhance areas of Lake Louise Elementary to support community access and use.
- C. Both parties agree that school property and facilities belonging to the District are primarily intended for school and educational purposes and are for the benefit of students and the school age population.
- D. Both parties agree that during the term of this Agreement, the athletic fields and other District facilities are intended to be used with first priority to the benefit of District and school activities; and second priority to community recreation purposes, for the benefit of the Lakewood community at large. In planning programs and scheduling activities on school grounds, the security, academic, and recreational needs and opportunities of Lake Louise Elementary students will be the highest priority and adequately protected.

**II. General Provisions**

- A. This Agreement shall be continuous, with procedures for modification to meet the needs of the District and City.
- B. The execution and modification of this Agreement must be authorized by the Clover Park School Board or designee and the Lakewood City Council or designee.

- C. Both the City and District acknowledge that the intent of this Agreement is to address the community use of District property at Lake Louise Elementary School.
- D. The District and City shall act in good faith to implement the terms of this Agreement.

### **III. Neighborhood Park**

The District agrees to make the site areas noted in Exhibit 1# available for community use during specified hours (Section IV, Part B).

### **IV. Scheduling and Access**

- A. **Schedule:** The District shall create and maintain the master schedule for District, community recreational use, and activities at Lake Louise Elementary School.
- B. **Access:** The schedule of available times for community use of Lake Louise Elementary School recreational facilities, which are not in conflict with school use, shall be:

September-June (academic year)

Monday through Friday 4 pm to dusk; Saturday - Sunday 8 am to dusk

July-August (summer months)

Sunday through Saturday 8 am to dusk (or 9:00 pm whichever is earlier)

The School Park Site is not accessible during hours when summer school is in progress.

### **V. Capital Improvements**

- A. The City agrees to make capital improvements to the Lake Louise Elementary School site that complements the District's existing recreational facilities and provides the facilities necessary for a school park site.
- B. The City acknowledges the premises in their present condition and may provide, at its own cost and expense, capital improvements, site amenities and/or other support services necessary to make the property usable for park and recreational purposes, provided such improvements shall be subject to the review and approval of the District.
- C. For all future City-initiated capital improvements and City-initiated equipment installation under this Agreement, the design, plans, specifications, type of construction, placement, schedule and maintenance requirements are subject to written approval from the District prior to any development, construction, or installation by the City.

### **VI. Modification and Replacement**

- A. The District will consider all practical alternatives available before recommending altering or removing any City installed improvements.
- B. If the District intends to alter, modify or remove any City- installed capital improvements provided under this agreement within ten years of installation, the District will inform the City prior to any change and relocate improvements or replace with similar elements to another area on District property or within the established neighborhood area at District cost.
- C. The City and District jointly agree as to who is responsible for or has the ability to fund or replace any City installed equipment. Criteria to consider should include current budget

appropriation, percentage of use by school/community, how damage occurred (vandalism vs. normal wear and tear), available grants, partnerships and alternative funding sources and/or other current issues and conditions.

- D. The City or District will not be responsible to replace City installed improvements if they have been altered due to extraordinary vandalism, acts of nature or because they have outlived their designed life expectancy.

#### **VII. Maintenance and Annual Assessment**

- A. The District shall be responsible for Playground Safety Inspections and routine maintenance of all City installed improvements on District property unless otherwise agreed to in writing by both parties.
- B. The District and City agree to complete an annual assessment evaluating the school and community use, trends of vandalism, maintenance upkeep and care. The District and City would work cooperatively on associated impact costs.
- C. The City and District agree to create an on going Maintenance fund for the maintenance, upkeep and replacement of said Equipment.

#### **VIII. Indemnification and Hold Harmless Agreement**

- A. The District shall indemnify and hold the City and its agents, employees, and/or officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City arising out of, in connection with, or incident to the execution of this Agreement and/or the District's performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the City, its agents, employees, and/or officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the District; and provided further, that nothing herein shall require the District to hold harmless or defend the City, its agents, employees and/or officers from any claims arising from the sole negligence of the City, its agents, employees, and/or officers. No liability shall attach to the City by reason of entering into this Agreement except as expressly provided herein.
- B. The City shall indemnify and hold the District and its agents, employees, and/or officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the District arising out of, in connection with, or incident to the execution of this Agreement and/or the City's performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the District, its agents, employees, and/or officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the City; and provided further, that nothing herein shall require the City to hold harmless or defend the District, its agents, employees and/or officers from any claims arising from the sole negligence of the District, its agents, employees, and/or officers. No liability shall attach to the District by reason of entering into this Agreement except as expressly provided herein.

#### **IX. Liability and Insurance**

- A. The District shall obtain and maintain personal injury and property damage liability insurance in an amount sufficient to cover the District's responsibilities and liabilities under this Agreement, but for an amount not less than One Million and No/100 Dollars (\$1,000,000) per occurrence, annual aggregate.
- B. The City shall obtain and maintain personal injury and property damage, liability insurance in an amount sufficient to cover the City's responsibilities and liabilities under this Agreement, but for an amount not less than One Million and No/100 Dollars (\$1,000,000) per occurrence, annual aggregate.

#### **X. Conflict Resolution**

- A. If either party believes that the other party is not fulfilling the performance obligations established by this Agreement, that party shall give written notice of its complaint to the other party. The party receiving the complaint shall, within ten (10) calendar days, correct the situation and confirm the correction in writing or reject the complaint while explaining the mitigating circumstances and why a remedy can not be achieved.
- B. If the City and District representatives are unable to resolve the complaint, the District's Director of Operations & Maintenance and the City's Parks and Recreation Director agree to meet to resolve the complaints. If they are unable to resolve the complaints, the issue shall be referred to the District Superintendent and the City Manager for resolution.

#### **XI. Compliance with Regulations and Laws Creating a School Park Site on District Property**

The parties shall comply with all applicable rules and regulations pertaining to them in connection with the matters covered herein.

#### **XII. Assignment**

The parties shall not assign this Agreement or any interest, obligation or duty therein without the express written consent of the other party.

#### **XIII. Attorney Fees**

If either party shall be required to bring any action to enforce any provision of this Agreement, or shall be required to defend any action brought by the other party with respect to this Agreement, and in the further event that one party shall substantially prevail in such action, the losing party shall, in addition to all other payments required therein, pay all of the prevailing party's reasonable costs in connection with such action, including such sums as the court or courts may adjudge reasonable as attorney's fees in the trial court and in any appellate courts.

#### **XIV. Notices**

All notices and payments hereunder may be delivered or mailed. If mailed, they shall be sent to the *following respective addresses below* or to such other respective addresses as either party may hereafter from time to time designate in writing. All notices mailed by regular post (including first class) shall be deemed to have been given on the second business day following the date of mailing, if properly mailed and addressed. Notices and payments sent by certified or registered mail shall be deemed to have been given on the day next following the date of mailing, if

properly mailed and addressed. For all types of mail, the postmark affixed by the United States Postal Service shall be conclusive evidence of the date of mailing.

To the City of Lakewood:  
Attn: Mary Dodsworth  
6000 Main Street  
Lakewood, Washington 98499

To the Clover Park School District:  
Attn: Bruce Gardner, Director  
10903 Gravelly Lake Dr SW  
Lakewood, Washington 98499


**XV. Termination**

Upon termination of the Agreement as provided herein, the improvements and structures, portable in nature, of the School Park site shall remain the property of the City when removed; the real property that composed the space for the School Park Site shall continue to remain the property of the District.


**IN WITNESS WHEREOF** the parties hereto have executed this Agreement as of the day and year first above written.

**CLOVER PARK SCHOOL DISTRICT**


**CITY OF LAKEWOOD**

By:   
Ray Miller, Administrator for Business  
and Operations

By:   
Andrew E. Neiditz, City Manager

Attest:   
City Clerk

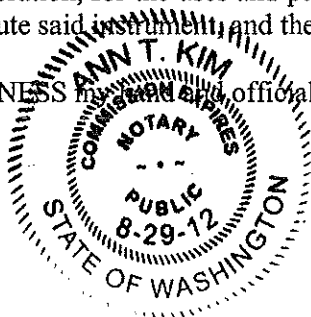
3-20-09

  
Lakewood City Attorney

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF Pierce )

ON THIS 25 day of Nov, 2008 before me, personally appeared Ray Miller  
\_\_\_\_\_, to me known to be the Administrator and \_\_\_\_\_ of Clover Park  
School District, being one of the municipal corporations that executed the within and foregoing  
instrument, and the acknowledged said instrument to be the free and voluntary act and deed of said  
corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to  
execute said instrument, and the seat of said municipal corporation is affixed hereon.

WITNESS my hand and official seal hereto the day and year in this certificate first above written.



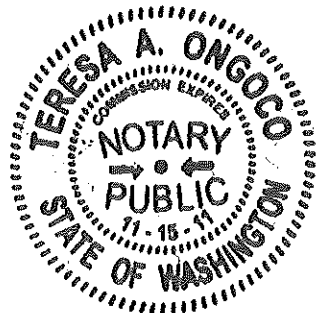
Ann S. Kim

Notary Public in and for the State of  
Washington, residing at  
Pierce  
My commission expires 8/29/2012

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF Pierce )

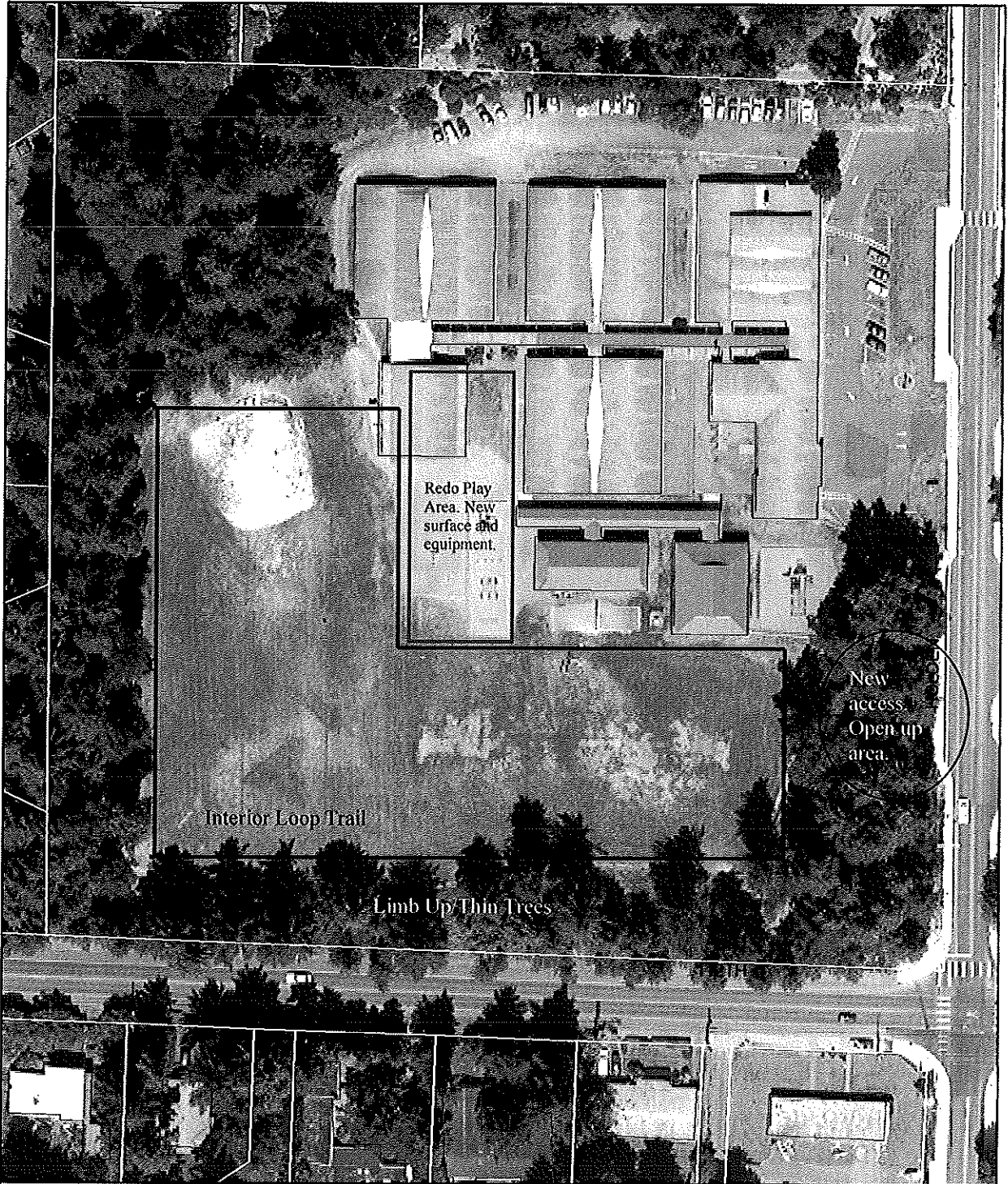
ON THIS 20<sup>th</sup> day of March, 2009, before me, personally appeared Choi Halladay for  
Andrew Neiditz  
Alice Bush, to me  
known to be the City Manager and City Clerk of the CITY OF LAKEWOOD, a municipal corporation,  
the corporation that executed the within and foregoing instrument, and acknowledged said instrument to  
be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned,  
and on oath stated that they were authorized to execute said instrument.

WITNESS my hand and official seal hereto the day and year in this certificate first above written.



Teresa A. Ongoco

Notary Public in and for the State of  
Washington, residing at  
Pierce County  
My commission expires 11-15-11



<p>Tax Lot</p> <p>Building Footprint</p> <p>City Limit</p>	<p><b>Lake Louise Elementary School</b>  <b>11014 Holden Road SW</b></p> <p>02 MAY 2001 Projects\Public\SchoolDistrict\LakeLouiseES_jad.mxd          17 May 2004 Updated with 2003 digital Imagery</p>	<p>This product was prepared with care by City of Lakewood Department of Finance and Information Systems GIS. City of Lakewood expressly disclaims any liability for any inaccuracies which may yet be present. This is not a survey. Datasets were collected at different accuracy levels by various sources. Call 253-512-2269 for further information.</p> <p style="text-align: right;">2003 Digital Ortho Photos - 6 Inch Resolution</p>
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Exhibit 1