

**COOPERATIVE USE AGREEMENT
CLOVER PARK SCHOOL DISTRICT AND THE CITY OF LAKEWOOD
INTERLOCAL AGREEMENT**

This Interlocal Agreement, made this April 12, 2021 through August 31, 2024, is by and between Clover Park School District No 400, a Washington municipal corporation (hereinafter referred to as the "District"), and the City of Lakewood, a Washington municipal corporation (hereinafter referred to as the "City"), for the purpose of efficient use of public resources, improving local or student services and providing more opportunities for the community members they serve.

WHEREAS, The District recognizes that public school facilities are community facilities that should be utilized to their maximum potential for the benefit of all community members, the Board of Directors further recognizes that the primary purpose of these facilities is the educational program of the Clover Park School District. Within the guidelines specified by law, the superintendent or designee is authorized to develop administrative regulations and rental fees as applicable to administer the non-commercial use of school district facilities at times they are not in use by school district programs.

WHEREAS, The City has a mission of creating a healthy and vibrant community where opportunities for all are available through established programs, services, events and partnerships; and, within the guidelines specified by law, the City Manager or designee is authorized to implement City Council approved facility use policies and fees as applicable to use City facilities at times they are not in use for City purposes.

WHEREAS, the District and the City have shared facilities and resources for many years and have a positive history of cooperative use along with a desire to be effective and efficient stewards of public resources and assets; and

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

WHEREAS, the District and the City are mutually interested in supporting programs and services at facilities located in or adjacent to the City of Lakewood; 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 City and District acknowledge that the intent of this Agreement is to address the community use of District and City facilities.
- B. This Agreement addresses the City and the District's desire to memorialize this partnership, clarify expectations and ensure consistency and continuity for current and future agency representatives.

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. The District and City shall act in good faith to implement the terms of this Agreement.
- D. Access to District and City facilities is subject to change based on local, state or national issues or disasters. The reopening of City or District facilities will follow local, state or national regulations, guidelines and best practices to ensure a healthy and safe environment.

III. Scheduling

A. Schedule: Clover Park School District

- i. The District shall create and maintain the master schedule of facility use.
- ii. The District will utilize their own current scheduling and reservation systems for scheduling their facilities. All efforts will be made to inform each other of any changes to the scheduling processes.
- iii. The District reserves the right to cancel or postpone any activity due to conflicts, disregard of policies, or other uncontrollable circumstances. Efforts will be made to provide adequate notice as to not disrupt program continuity.

B. Schedule: City of Lakewood

- i. The City shall create and maintain the master schedule for City and District use of City Facilities.
- ii. The City will utilize their own current scheduling and reservation systems for scheduling their facilities. All efforts will be made to inform each other of any changes to the scheduling processes.
- iii. The City reserves the right to cancel or postpone any activity due to conflicts, disregard of policies, or other uncontrollable circumstances. Efforts will be made to provide adequate notice as to not disrupt program continuity.
- iv. The City will provide an annual calendar with dates the facilities are unavailable.

IV. Access and Priority Use

A. Access: Clover Park School District

- i. The schedule of available times for community use of District facilities, which are not in conflict with District use, shall be:
September-June (academic year)
Monday through Friday 6:00 P.M. to 8:30 P.M. or 30 min after school programs have ended and
June - August (summer months)
Monday through Friday 8:00 A.M. to 5:00 P.M.
Saturday as scheduled
- ii. Consideration will be given for special events.

B. Access: City of Lakewood

- i. The schedule of available times for community use of City park facilities
Monday – Sunday – 7:00 A.M. to dusk or 9:00 P.M. whichever is earlier.
The schedule of available times for community use of City Hall
Monday – Friday – 8:30 A.M. to 5:00 p.m.

Saturday – Sunday – as scheduled

C. Priority Use: Clover Park School District

- i. Clover Park School District owned athletic fields and facility priority shall be given to District sponsored programs. District programs and activities shall have the right to preempt other users upon giving advance notice, except in extraordinary circumstances when advance notice is not possible. The District reserves the right to add or remove facility options to accommodate district mission and vision.
- ii. Clover Park School District facility use is prioritized in the following order:
 - a. District sponsored school-related activities and events. District sponsored educational or interscholastic activities limited to student and school related functions will only incur charges if custodial or other personnel are required.
 - b. Non-Profit Organizations, Community Parks and Recreation, Youth-Oriented Community Service Groups. Community organizations promoting youth programs, local youth parks and recreation groups and affiliated organizations (PTSA/PTA, booster clubs, city, Girl/Boy Scouts, Boys & Girls Club, etc.) may be charged for incurred expenses for use of facilities, playfields, custodial overtime and/or personnel fees.
 - c. Fee-Based Non-Profit Organizations, Non-Community Parks and Recreation, Adult Service Groups, Religious and For-Profit/Commercial Groups. Meetings of religious, fee-based non-profit, and profit-making organizations or corporations whose gatherings are open to the public for which adequate facilities are not otherwise readily available in the community shall incur charges as required by the district fee schedule.
- iii. The District agrees to give the City second priority of District owned facilities with the exception of the following that will become available on a case by case basis, following regular scheduling policies and procedures:
 - a. Lakes High School; not included
 - b. Clover Park High School; not included
 - c. Harry Lang Stadium; not included
 - d. Thomas Middle School facility use available after the following dates:
 1. Gymnasium available after August 31, 2021
 2. Outdoor fields available after August 31, 2022
- iv. The City may request district facility use:
 - a. Elementary Schools ten (10) school days after the start of school
 - b. Middle Schools
 1. Fall activities after August 15
 2. Winter activities after October 15
 3. Late Winter activities after December 15
 4. Spring activities after February 15
- v. Requests are limited as follows; two (2) weekdays Monday through Thursday at four (4) or less elementary schools and two (2) or less middle school facilities per season. Friday and Saturday use scheduled as needed for games at one (1) middle school and one (1) elementary school per weekend. Requests outside of these dates will be given the same priority as traditional users. Consideration will be given to special requests.

- vi. In the event it is determined that facilities are not fully utilized there may be adjustments in allocation the following year.

D. Priority Use City of Lakewood

- i. The District agrees that first priority for the use of the City owned athletic fields and facilities shall be given to City managed programs. City programs and activities shall have the right to preempt other users upon giving advance notice, except in extraordinary circumstances when advance notice is not possible.

Use of City public facilities shall have the following priority:

- 1. Programs, governmental functions, recreational activities or special events sponsored by the City of Lakewood will have first priority in scheduling.
 - 2. Lakewood non-profit organizations, Lakewood community groups, or Clover Park School District will have the second priority.
 - 3. Residents of the Lakewood area, employees and employers based in the Lakewood area, may reserve facilities and parks for group or personal use and will have third priority.
 - 4. Nonprofit groups, organizations and individuals who reside outside of the Lakewood area will have fourth priority.
- ii. In conjunction CITY facility use is prioritized in the following order:
 - a. City use, government functions, and sponsored events, including recreational and community programs provided by the City.
 - b. District use and District sponsored programs provided for District staff and students.
 - c. All other uses as determined and prioritized by the City.
 - iii. The City agrees to give the District second priority of City owned facilities with the exception of the following that will become available on a case by case basis, following regular scheduling policies and procedures:
 - a. Colonial Plaza, Motor Ave SW
 - b. Pavilion at Fort Steilacoom Park, 9107 Angle Ln SW
 - iv. The District may request dates for meetings and special events in October for the following scheduling period of January 1 – December 31. In November available space for all use is on a space available basis. Every effort will be made to accommodate existing established schedules. Sports fields may be unavailable December – the end of February annually for field repair and maintenance.

V. Supervision:

- A. Agencies acknowledge that the community has invested significant resources in City and District facilities and that proper use, management, security and supervision are required to reduce negative impacts and potential overuse of facilities. Joint use should not create additional work or burden for agency employees. An agreed upon joint agency code of conduct for staff, volunteers and participants will be adhered to when using City or District facilities. The City and District reserves the right to cancel or postpone any activity due to conflicts, disregard of policies, or other uncontrollable circumstances.

IV: Fees and Cost Sharing

- A. Generally, facilities will be available at no cost unless additional equipment, staffing, access or operational support is needed outside of established hours or operation or because new regulations, guidelines or changes in operations are required to meet local, state, national issues or mandates. Each agency may request reimbursement for additional support needed to ensure a healthy and safe environment. . Examples include scheduled use taking place during a weekend or after established business hours could require additional staff to supervise or secure buildings or additional labor could be needed to clean and sanitize an area to meet Department of Health guidelines.
- B. Registration and use fees will be retained by the collecting and managing agency.
- C. Fee would be charged for direct costs incurred as a result of a particular activity, such as when a given use results in non-scheduled labor costs or other direct costs attributed to a specific use of a facility, or when in the view of the facility owner a facility was left unkempt or damaged. In this case, the City and District agree to reimburse one another for their share of expenses upon written invoice for direct costs that are a consequence of facility use. Fees for indirect costs shall not be reimbursed.
 - i. "Direct Costs" are those costs that are incurred directly such as the cost of labor, an object or specific service.
 - ii. "Indirect Costs" are those costs that cannot be readily and specifically attributed to a particular use, such as depreciation, normal "wear and tear" of facilities, overhead or administrative expenses.

V: Term, Renewal and Termination

- A. Agreement shall be from Apr.12, 2021 through and including Aug. 31, 2024. At the end of this three (3) year period, the Agreement shall automatically renew with (3) one-year renewal terms existing on this contract, unless any Party gives the others written notice of its intent not to renew the Agreement at least ninety (90) days before the expiration of this Agreement.

VI: Capital Improvements

- A. Joint Projects will be addressed in a separate agreement.

VII: Responsibility and Liability

- 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.

VIII: 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 cannot 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.

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

CLOVER PARK SCHOOL DISTRICT

By: 
Superintendent

CITY OF LAKEWOOD

By: 
John Caulfield, City Manager

Attest: 
City Clerk, Briana Schumacher

Attest: 
Lakewood City Attorney