

**Interlocal Agreement Between Coupeville School District
and
South Whidbey Parks & Recreation District**

This agreement is made and entered into this 29th day of April, 2011, by and between the COUPEVILLE SCHOOL DISTRICT No. 204 hereinafter called "CSD" and the SOUTH WHIDBEY PARKS & RECREATION DISTRICT hereinafter called "SWPRD" for the purpose of defining inter-agency cooperation in the provision of community recreation programs. CSD and SWPRD are authorized by RCW 39.34.080 to cooperate with each other in sponsoring and promoting community programs and activities.

CSD and SWPRD are authorized to enter into agreements with each other and to do any and all things necessary or convenient to aid and cooperate in the planning, development, promotion, and provision of community recreation programs. The parties agree as follows:

1. CSD will make available to SWPRD for community recreational activities all CSD school athletic fields, gyms, buildings, facilities, and equipment that are suitable for community recreational activities, subject to the approval of CSD. Any use of CSD facilities must conform to the laws of the State of Washington, and the rules, regulations, policies and procedures of CSD.
2. A schedule of dates for the use of CSD school facilities will be worked out at least two months in advance by both parties to avoid conflicts between CSD use and SWPRD recreational use. SWPRD agrees to use CSD's facility use request form and procedures for scheduling of facilities, to ensure clear communication.

In scheduling of CSD facilities, CSD events and programs will have first priority, and programs sponsored or provided by SWPRD will be given preference over other organizations that may be eligible to use the facilities, provided the request to use the facilities is received prior to requests from other organizations.

It is understood by CSD and SWPRD that there may be instances when last-minute changes to CSD facility scheduling must be made. In such instances, the needs of CSD will take precedence over SWPRD use.

3. SWPRD agrees to provide adequate and appropriately trained personnel to supervise any SWPRD recreational activities that take place under its sponsorship on CSD premises.
4. SWPRD shall permit no waste, damage or injury to the premises beyond normal wear. SWPRD agrees to reimburse CSD for all damages to facilities resulting from use thereof by SWPRD and/or its participants. CSD assumes no responsibility for loss, theft, or damage to personal property of SWPRD or any of its participants unless the loss is as a result of gross negligence by CSD. Any damage to the facility will be reported promptly to CSD.
5. SWPRD agrees to pay to CSD 10% of recreational program revenue for SWPRD programs scheduled in CSD facilities to offset CSD costs associated with facility use, in lieu of facility rental and custodial fees.
6. CSD agrees to aid in the marketing and promotion of SWPRD's recreational program opportunities. SWPRD brochures and materials for activities/events on CSD property will provide a disclaimer that the activity/event is not sponsored by CSD.

6. CSD agrees to aid in the marketing and promotion of SWPRD's recreational program opportunities. SWPRD brochures and materials for activities/events on CSD property will provide a disclaimer that the activity/event is not sponsored by CSD.
7. Both CSD and SWPRD have in place policies that specifically prohibit discrimination against any person on the basis of gender in the operation, conduct, or administration of community athletic programs for youth or adults.
8. SWPRD hereby indemnifies and holds harmless and free from liability CSD, its directors, officers, agents, servants, or employees while acting as such, from all claims, damages, or injury to property or injury to or death of persons, received or suffered by reason of operation of community programs upon CSD premises and further SWPRD hereby accepts responsibility for any and all damages to CSD school property resulting from any scheduled recreational activity being conducted on said premises by SWPRD.
9. CSD and SWPRD agree to maintain at all times during the performance of any duties under this Agreement, regular public liability and property damage insurance in an amount not less than single limit of one million dollars (\$1,000,000.00) for bodily injury, including death, and property damage per occurrence.
10. The term of this Agreement begins on the date of approval by the respective boards of directors for CSD and SWPRD and ends April 29, 2012. It is agreed that the agreement may be renewed in January each year, following action taken at a public meeting of each respective board of directors.

Coupeville School District

South Whidbey Parks & Recreation District

Patrice M. Page, Superintendent



Don Wood, Chair, Board of Commissioners



Terri Arnold, Director, SWPRD

Date: April _____, 2011

Date: April 29, 2011