JOINT COOPERATION AGREEMENT AMONG GOVERNMENT AGENCIES

The Fremont Board of Education values cooperation with other government agencies for the purpose of providing the best education possible for students in the Fremont Public Schools. The City of Fremont and the Fremont Public Schools are jointly agreeing to several programs of cooperation for this purpose. It is also the intent of the Board of Education to cooperate in such a manner that financial, material, and human resources are used in the best interest of the community at large.

The Board of Education directs the leadership of the School District to implement the following set of regulations to insure that this cooperation is ongoing. In addition, the Board of Education will receive a periodic update from the administration regarding the results of this cooperation effort.

Author: Board/RSN/rh

Adoption: September 11, 1995

Legal Review: Fall, 1995

Reviewed: July 13, 1998

This intergovernmental agreement shall be effective upon approval by the Fremont School District No. 1 Board of Education and the City of Fremont City Council. (9/11/95-Approval by Board of Education)

INASMUCH AS the Fremont School District No. 1 (referred to hereafter as “the School District”) and the City of Fremont (referred to hereafter as “the City”), desire to maximize the use of certain buildings and grounds through joint usage, the parties do agree as follows:

Fifth and K Park

The School District will sell for the price of $20,000 the park located at Fifth and K streets to the City. The payment shall be in halves payable not later than November 1, 1995 and November 1, 1996. It is understood the City shall maintain this area as a park.

Lenihan Gym

The School District will provide the City access to the Lenihan Gymnasium during the times the gymnasium is not scheduled for school activities. The cost of cleaning and maintaining the gymnasium will be the responsibility of the School District. However, the City will provide supervision. School activities in all cases shall have priority in the usage of this facility.

Senior High Tennis Courts

The City and the School District jointly share the Fremont Senior High School Tennis Courts and the responsibility for maintaining them as outlined in the attached agreement dated May 14, 1974.

City Park

The City will make City Park available to the School District for school activities during the school year. School usage will vary with weather and class schedules. The City is responsible for maintaining the park.

City Auditorium

The City will provide the School District access to the City Auditorium during the times it is not scheduled for City activities. The cost of cleaning and maintaining the auditorium will be the responsibility of the City. However, the School District will provide supervision. City activities in all cases shall have priority in the usage of this facility.

Memorial Stadium

The City will provide the School District access to Memorial Stadium for school activities for not more than the actual costs for field marking and event day expenses, unless otherwise provided by the School District. All other maintenance shall be provided by the City.

Parking Lot - Tenth and Broad

This jointly developed parking lot shall be maintained by the City including snow removal. Snow removal shall occur at the same time that other city off-street parking lots are serviced. Snow removal before that time shall be at the District’s expense.

Milliken School Park

The City shall maintain the park portion of this joint complex and the School District shall maintain the school part of this facility. The school shall have access to the park grounds during the school year.

Grant School Ball Diamond

The City shall have access during the summer months to the Grant School Ball Diamond for instructional schools, practices, and games. During these months, the City will be responsible for the maintenance of this facility.

Linden School Ball Diamond

The City shall have access during the summer months to the Linden School Ball Diamond for instructional schools, practices, and games. During these months, the City will be responsible for the maintenance of this facility.

It is further agreed that neither party shall charge the other for the usage of the above facilities except the payments made by the School District for field marking and event day expenses at Memorial Stadium.
It is also understood that each party shall list the other on their insurance policies as additional insured and provide each other with the appropriate certificates annually.

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