

**INTERLOCAL COOPERATION AGREEMENT CONCERNING
THE CHARLESWORTH POOL**

This Agreement is entered into by and between the Board of Education of Unified School District No. 445, Coffeyville, Kansas (hereafter USD 445) and the Friends of the Charlesworth Pool, LLC, (hereafter Community Committee).

Whereas, USD 445 owns and operates facilities located at 1110 W. 8th St., Coffeyville, Kansas which include the FKHS Natatorium which houses the Charlesworth Pool located therein (collectively hereafter “Facility”).

AND WHEREAS, Community Committee is a collaborative group of community stakeholders who have expressed interest in supporting renovations and long-term sustainability of the Facility;

AND WHEREAS, the Facility is used by both parties for various educational, athletic, community events, and other purposes which serve the community;

AND WHEREAS, both parties recognize that a collaborative relationship between USD 445 and Community Committee must exist for the long-term operation and sustainability of the Facility;

AND WHEREAS, the parties agree that it would be beneficial to establish a formal agreement to fund the renovation and long-term sustainability of the Facility.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties agree to the following:

1. Duration: This agreement shall be for a period of 20 years becoming effective on the date of its approval by the Kansas Attorney General’s office pursuant to K.S.A. 12-2904 and its subsequent recording with the Montgomery County Register of Deeds pursuant to K.S.A. 12-2905.

At the end of the initial term, this agreement shall automatically renew for successive 5-year terms until terminated as provided herein.

2. Termination: This agreement may be terminated by any of the following means:

a. By the mutual written consent of the parties; or

b. Should the Facility be significantly damaged by some casualty event, or deteriorate to the point where it is no longer able to be used, the parties may agree that the cost of rebuilding/renovation is not feasible and may terminate this agreement in writing.

3. Administration: No separate or administrative entity is created to administer this agreement. USD 445 shall be responsible for the administration of this agreement including the entering into contracts for improvements to and renovation of the Facility.

4. Funding: The Facility is currently in a condition of disrepair and is in need of significant renovation at a significant cost. Community Committee agrees to provide a maximum of \$1.6 million toward the Facility renovation. Community Committee will provide USD 445 with verification of funding availability. USD 445 shall provide the sum of \$800,000 for renovation of the Facility which amount shall not include previous expenditures, both paid and committed, relating to the Facility such as HVAC, filtering system, consulting services, and potential demolition.

5. Project Description: The Facility will be renovated to include such things as the repair and replacement of the roof and supporting steel structure, HVAC improvements, Facility updates, and other modifications necessary to ensure safe, secure and sustainable operation of the Facility. There are to be no modifications to the Charlesworth Pool itself without the mutual consent of both parties. The Charlesworth Pool shall remain a competitive Facility. The project will include provisions which will allow public use and access to the Charlesworth Pool after school hours, on dates when school is not in session and on weekends.

6. Construction: The project scope, specifications, architectural design, time lines and bidding process shall be managed by USD 445 with reasonable input from the Community Committee. Community Committee shall hold no authority to direct, change or modify the project with the contractor selected for the project. All project communication between the parties shall be through a designated USD 445 representative. USD 445 shall require the contractor selected for the project to provide weekly updates to both parties. Both parties agree that the project should happen as soon as possible.

7. Funding Disbursements: USD 445 shall be responsible for the first \$800,000 of the renovation project. Thereafter, funding from Community Committee of up to \$1.6 million shall be made in the following manner: Community Committee shall reimburse USD 445 in a manner consistent with the contractor payment schedule. USD 445 will submit evidence of its payment to the contractor for the Facility renovation to Community Committee. Upon receipt of the evidence of payment to the contractor, Community Committee shall remit reimbursement in the same amount to USD 445 within 30 days of receipt of such documentation. Any renovation project rebates, warranties, guarantees, refunds or other revenue received are to be split with Community Committee receiving 2/3 of the amount received and USD 445 receiving 1/3 of the amount received. Should the renovation costs exceed \$2.4 million, USD 445 shall be responsible for any overage.

8. Future Maintenance: Once the Facility has become functional and operational, USD 445 shall remain responsible for the daily operational costs, chemicals and utilities for the Facility. Any funds contributed by Community Committee may be used to fund expenses over and above such daily operational costs, chemicals and utilities as needed. Both parties shall provide each other complete financial disclosure regarding expenditures relating to the Facility.

9. Advisory Committee: An Advisory Committee shall be immediately established consisting of eight members. The Superintendent of USD 445 shall name two administrative members and two board of education members to the Advisory Committee and the Community Committee shall name four representatives to the Advisory Committee. The purpose of the Advisory Committee shall be to discuss the initial scope of the renovation project and ongoing operation and maintenance of the Facility. The Advisory Committee shall serve in an advisory capacity only and may explore improvements to the Facility such as access enhancements, restrooms, changing areas, maintenance and any other projects that support the Facility. In addition, in the event of a casualty event resulting in damage to the Facility, the Advisory Committee shall meet and make a recommendation to both parties as to the feasibility of rebuilding/renovating the Facility. The Advisory Committee shall meet at least quarterly on dates mutually agreeable to its members. Members of the Advisory Committee shall have unrestricted access to the Facility and its filtering system in order to assist in monitoring operations and maintenances issues.

10. Final Decision-Making Authority: Nothing contained herein shall remove or diminish the authority of the board of education of USD 445 over the Facility. USD 445 retains sole and final authority over all decisions regarding, but not limited to, operation, scheduling, access, safety, and administrative decisions regarding the Facility. In this regard USD 445 commits to making sure that regular maintenance is performed on the Facility; that the Facility is available for all purposes intended by this agreement; setting reasonable pricing for intended users; publicity assistance with soliciting financial donations; and the willingness to work with local resources in order to ensure this agreement is successful. Should the Facility be closed by USD 445 for more than 30 consecutive days without the consent of the Community Committee for reasons not

related to further renovation or maintenance, all funds disbursed by Community Committee for the Facility shall be refunded to it forthwith.

11. Disposition of Property Upon Termination: During the term of the agreement, the Facility shall remain the property of USD 445, and upon termination of the agreement, the Facility shall be remain the property of USD 445.

12. Amendment: This agreement may be amended in in writing by mutual agreement of the parties.

13. Binding Effect: This agreement shall be binding upon the successors and assigns of the parties hereto.

UNIFIED SCHOOL DISTRICT 445

BY: _____
Name:
Title:

ATTEST:

BY: _____
Name:
Title: Board Clerk

**FRIENDS OF THE
CHARLESWORTH POOL, LLC**

BY: _____
Kyle W. Stephens, Managing Member

APPROVAL OF KANSAS ATTORNEY GENERAL

The above and foregoing Interlocal Cooperation Agreement has been reviewed by and hereby approved by the Office of the Kansas Attorney General.

Kris Kobach, Kansas Attorney General

DATE

BY: _____
Name:
Title:

ACKNOWLEDGMENTS

STATE OF KANSAS)
) SS:
MONTGOMERY COUNTY)

Be It Remembered that on this ____ day of _____, 202__, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came _____, _____, and _____, Board Clerk, who are personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto set my hand and affixed my seal, the day and year last above written.

NOTARY PUBLIC

STATE OF KANSAS)
) SS:
MONTGOMERY COUNTY)

Be It Remembered that on this ____ day of _____, 202__, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came _____, Managing Member of the **Friends of the Charlesworth Pool, LLC**, who is personally known to me to be the same person who executed the within instrument of writing and such persons duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto set my hand and affixed my seal, the day and year last above written.

NOTARY PUBLIC

STATE OF KANSAS)
) SS:
_____ COUNTY)

Be It Remembered that on this _____ day of _____, 202_____, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came _____, of **The Kansas Attorney General’s Office**, who is personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto set my hand and affixed my seal, the day and year last above written.

NOTARY PUBLIC