

INTERLOCAL AGREEMENT BETWEEN CITY OF EDMONDS
AND EDMONDS SCHOOL DISTRICT NO. 15
FOR REPAIRS, MAINTENANCE AND SCHEDULING
OF PLAYFIELDS AT MADRONA NONGRADED K-8 SCHOOL

THIS AGREEMENT is made this 11th day of August, 2015, by and between the Edmonds School District No. 15 and the City of Edmonds, both municipal corporations under the laws of the State of Washington, hereinafter referred to as "District" and "City" respectively.

WHEREAS, Chapter 39.34, RCW (Interlocal Cooperation Act) permits local government units to make the most efficient use of their powers by enabling them to cooperate with other government entities on the basis of mutual advantage and thereby to provide services and facilities in a manner pursuant to forms of governmental organizations that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, District owns and operates Madrona Nongraded K-8 School which is located within the comprehensive planning area of the City; and

WHEREAS, City operates park and recreation programs and has identified a need for additional outdoor athletic and recreational facilities; and

WHEREAS, City and District agree that it would be in the best interest of the school and community to jointly repair and maintain the playfields at Madrona Nongraded K-8 School; and

WHEREAS, City has allocated funds for repair and development of school fields and has determined that the repair, maintenance and scheduling of playfields at Madrona Nongraded K-8 School will be of positive benefit to the citizens of the City.

NOW, THEREFORE, upon approval by each party in accordance with RCW 39.34.030, the parties agree as follows:

1. Purpose. The purpose of this Agreement is to provide a framework for the City to perform minor repairs, seasonal maintenance, and field scheduling of the baseball/softball and soccer/football fields at Madrona Nongraded K-8 School. In consideration of the City's contributions as specified in this Agreement, the City, at a minimum, shall have access to the fields for the use of its citizens and its athletic programs for the period outside of school hours, during holidays, and when school is not in session, so long as no use authorized by the City conflicts with District School Board Policy 9200, Administrative Regulation 9200R-1, or the District's mission.

2. Obligations of the District. The District shall:

2.1 Assist in the development and supervision of the repair and maintenance plans in consultation with the City Parks and Recreation staff and such other citizen input as the City Council and Mayor shall determine, provided, however, that such citizen input shall be gathered by the Edmonds Parks and Recreation Department staff and forwarded to the District.

2.2 Field use scheduling shall be done in conjunction with south county field joint field scheduling using established District / City policies.

3. Obligations of the City.

3.1 The City agrees to assume responsibility for seasonal maintenance (dragging and minor repairs) and scheduling of community users upon the baseball/softball and soccer/football fields. Such maintenance shall include furnishing to the site at the City or primary user's expense portable restrooms, to include portable restrooms accessible to the disabled, during the use of the facility during baseball/softball and soccer/football seasons (March-November).

3.2 The City agrees to abide by the District regulations governing the community use of its premises, as outlined in District School Board Policy 9200 and Administrative Regulation 9200R-1.

4. Indemnity and Legal Relations. The parties agree to the following distribution and allocation of legal responsibility and indemnification:

4.1 The parties shall separately maintain their own appropriate liability and casualty insurance policies as they, in their sole discretion, deem appropriate. The parties further agree that no indemnification shall be provided for, except as specifically set forth below, and that the respective liability of the parties to each other and to third persons shall be deemed in accordance with the laws of the State of Washington.

The District will protect, defend, indemnify, and hold harmless the City, its officers, employees, or agents from any and all costs, claims, judgments or awards of damages arising out of, or in any way resulting from, negligent acts or omissions of the District, its officers, employees, or agents.

The City will protect, defend, indemnify, and hold harmless the District, its officers, employees, or agents from any and all costs, claims, judgments or awards of damages arising out of, or in any way resulting from, negligent acts or omissions of the City, its officers, employees, or agents.

In the event of concurrent liability, the parties shall have the right of contribution in proportion to the respective liability of each party. Nothing contained in this section shall be deemed to waive immunities established pursuant to state statutes or to create third party rights or immunities.

5. Term and Termination.

5.1 The term of this Agreement shall commence as of the date indicated above and shall end on August 31, 2016. The City and the District have the option to renew this Agreement for four (4) additional one-year terms, and the option to renew shall be deemed exercised unless one party gives written notice to the other not less than sixty (60) days prior to the termination of the Agreement then in effect.

5.2 In the event that the District shall, in its sole discretion, elect to sell the property or to otherwise remove the premises covered by this Agreement from service or use by the general public and it therefore becomes necessary for the District to terminate this Agreement in order to comply with its statutory obligations regarding the use and disposition of school property under Chapter 28A.335RCW, or, should the District be required to recover the premises for school purposes, the District may terminate this Agreement with thirty (30) days written notice to the City.

6. Records. The City shall maintain records in accordance with generally accepted accounting principles of the funds expended pursuant to this Agreement. Such records shall be available during normal working hours for the review of the District, its accounting representatives or the State Auditor.

7. Interlocal Agreement. This is an interlocal agreement entered into pursuant to the authorization of Chapter 39.34 RCW. Accordingly, the following provisions are set forth in accordance with the provisions of RCW 39.34.030.

7.1 No separate legal or administrative entity is created by this Agreement.

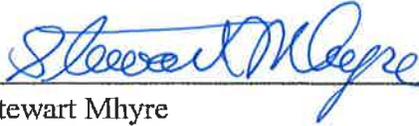
7.2 The Cooperative undertakings of the parties shall be financed as provided herein. Each party shall separately establish and maintain a budget for its own functions.

7.3 No administrator or joint board shall be responsible for administering the undertakings.

7.4 No joint property shall be acquired, held or disposed of. Any real or personal property used in the joint or cooperative undertaking shall be considered to be and remain the property of the party who purchased such real or personal property.

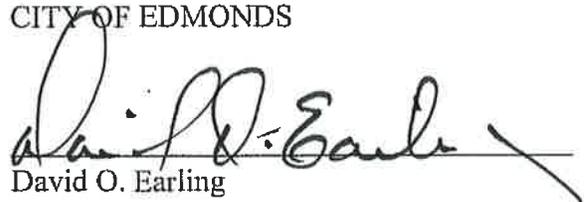
7.5 This Agreement shall be effective when posted on the website of the City or the District in accordance with RCW 39.34.040.

EDMONDS SCHOOL DISTRICT NO. 15



Stewart Mhyre
Executive Director, Business and Operations

CITY OF EDMONDS



David O. Earling
Mayor

ATTEST/AUTHENTICATED:



Scott Passey, City Clerk

APPROVED AS TO FORM:



Office of the City Attorney