

INTERLOCAL AGREEMENT BETWEEN CITY OF EDMONDS AND  
EDMONDS SCHOOL DISTRICT NO. 15  
FOR USE OF SCHOOL FACILITIES  
FOR PROVISION OF EMERGENCY SERVICES

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_ 2017 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 the "District" and the "City" respectively (jointly, the "Parties").

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, pursuant to the terms of the City of Edmonds Comprehensive Emergency Management Plan (CEMP), the City may provide emergency services on behalf of individuals and families who are victims of disasters or other emergency events; and

WHEREAS, the Board of the Edmonds School District wishes to cooperate in the provision of such services by permitting the City to use Edmonds Woodway High School's gyms, kitchen and great hall, including their buildings, grounds and equipment (hereafter "Designated Areas") as may be required in the conduct of the City's emergency services activities; and

WHEREAS, Edmonds Woodway High School has an agreement with the American National Red Cross ("Red Cross") for the use of its facilities for emergency/disaster service activities, the Parties agree that this Agreement is intended to set forth the Parties' rights and obligations in situations in which the City of Edmonds has need to access and use the Edmonds Woodway High School Facilities until the Red Cross arrives, at which point the Edmonds Woodway High School's agreement with the Red Cross will take effect and supersede this Agreement.

WHEREAS, the Parties hereto mutually desire to reach an understanding that will result in making the aforesaid Facilities available to the City for the aforesaid use;

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 use of the Designated Areas by the City to provide emergency services.
2. Obligations of the District. The District agrees that, after meeting its responsibilities to its students, it will permit, to the extent of its ability and upon request by the City, the City

may use the Designated Facilities on a temporary basis by the City for the provision of emergency services.

3. Obligations of the City.

3.1 The City agrees that it shall use reasonable care in the conduct of its activities in using the Designated Areas.

3.2 The City will reimburse the District for damage to the Designated Areas or other District property, except reasonable wear and tear, resulting from the City's use of the Designated Areas. Reimbursement for damage will be based on replacement at actual cash value. The City is not responsible for storm damage or other damage caused by the disaster/emergency situation.

4. Joint Obligations. The City and the District agree to provide to each other, and update yearly, their 24-hour point of contact information by providing written notice, either hand-delivered or mailed to the other party at its respective address set forth below, or at such other address as has been previously provided in accordance with this provision:

Edmonds School District  
20420 68<sup>th</sup> Ave W  
Lynnwood, WA 98036

City of Edmonds  
250 5<sup>th</sup> Ave N  
Edmonds, WA 98020

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

5.1 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.

5.2 Each party shall indemnify and hold harmless the other Party, its officers, officials, agents, or employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for any loss of damaged property, which arises out of each party's use of the Designated Areas, or from any activity, work or thing done, or permitted, except only such injury, death, loss or damage as shall be occasioned by the sole negligence of the other party.

5.3 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.

6. Term and Termination

6.1 The term of this Agreement shall commence as of the date indicated above and shall end on December 31, 2020. The City and the District have the option to renew this Agreement every four (4) years for an additional four (4) year term, 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 of its intention not to renew the Agreement.

6.2 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.

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 No joint financing shall be undertaken for the activities contemplated herein. Each party shall separately maintain a budget for its own functions.

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

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.

EDMONDS SCHOOL DISTRICT NO. 15

CITY OF EDMONDS

---

Stewart Mhyre, Executive Director  
Business Operations

---

David O. Earling, Mayor

ATTEST/AUTHENTICATED:

---

Scott Passey, City Clerk

APPROVED AS TO FORM:

---

Office of the City Attorney