

**INTERLOCAL AGREEMENT BETWEEN
THE LAKE STEVENS SCHOOL DISTRICT
AND THE CITY OF LAKE STEVENS
FOR SHARED RESOURCES AND FACILITIES**

This Interlocal Agreement effective 22nd day of September, 2022 between the Lake Stevens School District, a Washington municipal corporation, hereinafter called "District", and City of Lake Stevens, a Washington municipal corporation, hereinafter referred to as "City".

WHEREAS, it is in the public interest to maximize the use of District and City owned facilities, equipment, resources and collaborative purchasing; and

WHEREAS, there is considerable overlapping of interest in the operation of these facilities and equipment, as well as resource sharing and collaborative purchasing by the District and the City; and

WHEREAS, joint use of facilities provides for utilization of buildings, athletic facilities, parks, open spaces, equipment and resource sharing, and collaborative purchasing, which avoids the need for duplication thereof, saving tax dollars; and

WHEREAS, both the District and City are responsible for providing land, open space and buildings for the educational and recreational growth of the community; and

WHEREAS, with the progression of time both agencies have become more aware of the social, psychological, cultural and physical values derived when its community has the time and opportunity to develop and grow through meaningful recreation; and

WHEREAS, this agreement between the District and City is dedicated to sharing resources, facilities and providing said opportunity to the citizens of the Lake Stevens area; and

WHEREAS, this Agreement between Parties is authorized by law including without limitation, Revised Code of Washington, Chapters 35.59, 39.34 and 39.33 which authorize local governments, including school Districts and cities, to make agreements for joint ownership and performance of functions.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, DISTRICT and CITY agree as follows:

1. OPERATION

1. The District and City shall strive to give the other first consideration in the use of the other's buildings, facilities and grounds. Such use, however, shall be limited to and secondary to the primary activities and programs of municipal corporation holding ownership.

2. District buildings, facilities and grounds may be made available to the City for public purposes at no cost except that the City shall be responsible for providing adequate supervision (all as defined in site specific agreements), mutually agreed upon custodial support and the protection of school property during said use.

3. City buildings, facilities and grounds shall be made available to the District at no cost except that the District shall be responsible for providing adequate supervision (as defined in site specific agreements), mutually agreed upon custodial support and the protection of park areas and buildings during said use.

4. In the joint use of facilities, the liability of the District and the City shall be carefully detailed in separate site-specific agreement between the City and the District. Both the District and the City shall, regardless of the terms of the site-specific agreement, maintain insurance coverage in the amount of not less than \$5,000,000 (five million dollars) per loss occurrence relating to the site. Responsibility for maintenance and upkeep of facilities shall be the responsibility of the property owner.

5. There shall be a separate agreement for each integrated site development and/or operation. Upon identification of a project, the joint undertaking will proceed pursuant to a written agreement negotiated and entered into by the parties identified within the agreement. Such an agreement for each separate site should include, but not be limited to, provisions for the measurement of each participant's financial investment and fair compensation upon termination.

6. A schedule shall be established, setting forth the exact hours that specified school facilities may be reserved for use by the City and specified City facilities may be reserved for use by the District. Use outside the schedule must be requested separately in writing to ensure clear lines of responsibility and liability.

7. As the City grows its Parks and Recreation Department, the District and the City shall explore the possibility of shared responsibility for the maintenance of athletic fields, with the goal to minimize duplication of maintenance equipment and maximize the efficient use of staff and equipment.

8. This agreement is not intended to supersede any existing facility use policies of the Lake Stevens School District or City of Lake Stevens.

2. EQUIPMENT SHARING

1. The District and City shall strive to give the other first consideration in the use of the other's equipment. Such use, however, shall be limited to and secondary to the primary use of municipal corporation holding ownership. Shared equipment shall be returned in as found or better condition and any repair costs related to damage caused by the borrowing party, shall be paid by the borrowing party. For example, equipment will be returned with the same or a similar amount of fuel as when it was borrowed.

3. PURCHASING

1. The District and City shall strive to purchase items collaboratively and in bulk when reasonable.
2. The District and City shall strive to include "Piggy Back" language when writing purchasing documents for large equipment and or vehicles when reasonable

4. FEES AND CHARGES

1. The District and the City may assess and collect a fee from participants for an activity held on or within the other's facilities; Said fees to be in accordance with the policies of the facility owner or governing body.
2. The District and the City shall reimburse for any expenses or labor associated with shared services; said reimbursement to be in accordance with the policies or collective bargaining agreements of its governing body. Reimbursement shall occur no later than 45 days following services rendered, and receipt of invoice.

5. LIABILITY

Each of the parties will indemnify, hold and save harmless the other from all loss, damage, liability, or expense, (including expense of litigation), resulting from any actual or alleged injury or death of any person, or from any actual or alleged loss of or damage to any property, caused by or resulting from any act or omission of each party's own comparative negligence. The owner of the property shall be responsible for the condition of the premises and the user of the premises shall be responsible for the conduct during use of a facility or equipment.

6. INSURANCE

INSURANCE. The City and the District shall maintain Commercial General Liability (CGL) and Automobile Liability insurance through the commercial insurance market, an insurance pool, self-insurance, or a combination thereof. The CGL coverage shall be written with limits no less than \$5,000,000 per occurrence with a \$10,000,000 general aggregate. The Automobile Liability coverage shall be with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident. The failure of any insurance carrier or self-insured pooling organization to agree to or follow the terms of this Agreement shall not relieve any individual jurisdiction from its obligations under this Agreement.

6. TERMINATION OF AGREEMENT

This agreement may be terminated by either party hereto, by giving the other sixty (60) days written notice.

7. AMENDMENTS/MODIFICATION

Provisions within this Agreement may be amended with the mutual consent of the parties hereto. No additions to, or alterations of, the terms of this Agreement shall be valid unless made in writing, and formally approved and executed in the same manner as this Agreement.

8. INDEMNIFICATION AND LIABILITY

A. Indemnification:

1. DISTRICT will at all times indemnify and hold harmless and defend CITY, its elected officials, officers, employees, agents and representatives, from and against any and all lawsuits, damages, costs, charges, expenses, judgments and liabilities, including attorney's fees (including attorney's fees in establishing indemnification), collectively referred to herein as "losses" resulting from, arising out of, or related to one or more claims arising out of acts, errors, or omissions of DISTRICT in performance under this agreement.
2. CITY will at all times indemnify and hold harmless and defend DISTRICT, its, officers, employees, coaches, volunteers, agents, representatives, and elected officials from and against any and all liability, including claims, lawsuits, damages, costs, charges, expenses, judgments and liabilities, and attorney's fees (including attorney's fees in establishing indemnification), collectively referred to herein as "losses," arising out of or connected with, the performance of this agreement, whether such damages be to person or property, except for those losses resulting solely from the negligence of the DISTRICT.
3. The term "claims" as used herein shall mean all claims, lawsuits, causes of action, and other legal actions and proceedings of whatsoever nature, involving bodily or personal injury or death of any person or damage to any property including, but not limited to, persons employed by DISTRICT, CITY, or other person and all property owned or claimed by DISTRICT, CITY or affiliate thereof, or any other person; except for those losses or claims for damages solely caused by the negligence or willful misconduct of DISTRICT or CITY, their elected and appointed officials, officers, employees or agents.

9. NOTICES

Notices to the City and District shall be sent to the following addresses:

To the City:

City of Lake Stevens
Attn: City Clerk
Post Office Box 257
Lake Stevens, WA 98258

To the District:

Lake Stevens School District
Attn: Asst. Supt/Business & Operations
12309 22nd Street NE
Lake Stevens, WA 98258

Receipt of any notice shall be deemed effective three (3) days after deposit of written notice in the U.S. mail with proper postage and address.

9. SEVERABILITY

If any provision of this Agreement or its application to any person or circumstance is held invalid, the remainder of the provisions and/or the application of the provisions to other persons or circumstances shall not be affected.


10. APPROVAL AND FILING

APPROVAL AND FILING. Each party shall approve this Agreement pursuant to the laws of the governing body of said party. The attested signature of the officials identified below shall constitute a presumption that such approval was properly obtained.

IN WITNESS WHEREOF, the parties have signed this Agreement, effective on the date indicated below.

LAKE STEVENS SCHOOL DISTRICT

CITY OF LAKE STEVENS

By: 
Dr. Ken Collins, Superintendent

By: 
Brett Gailey, Mayor

ATTEST: 
Teresa Main, Assistant Superintendent

ATTEST: 
Kelly Chelin, City Clerk

APPROVED AS TO FORM:
By: 
Emma Gillespie, School District Attorney

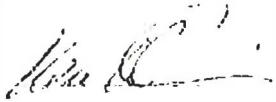
APPROVED AS TO FORM:
By: _____
Greg Rubstello, City Attorney

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Teresa Main, Assistant Superintendent

CITY OF LAKE STEVENS

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APPROVED AS TO FORM:

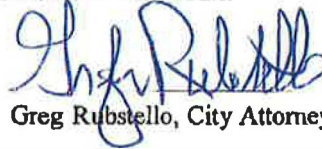
By:



Emma Gillespie, School District Attorney

APPROVED AS TO FORM:

By:



Greg Rubstello, City Attorney