

INTERLOCAL AGREEMENT BETWEEN CITY OF SEDRO-WOOLLEY AND SEDRO-WOOLLEY SCHOOL DISTRICT NO. 101

This Agreement is entered into between the City of Sedro-Woolley (City) and the Sedro-Woolley School District No. 101 (District) pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW.

I. PURPOSE

The purpose of this Agreement is to provide shared use of facilities on an as-needed and as-approved basis between the parties for the benefit of the citizens of the City of Sedro-Woolley and the Sedro-Woolley School District No. 101.

II. SERVICES

Both the City and the District maintain facilities that are available for use by the general public for a fee. In the City's case, this includes public parks, park shelters, the Community Center, the amphitheater, and other facilities. In the District's case, this includes ball fields, gymnasiums, cafeterias, and classrooms. The parties agree to share use of spaces on an as-needed, as-available basis subject to the approval and conditions in this Agreement. Such request for use of District facilities shall be made to the District's Superintendent or designee by the Mayor of Sedro-Woolley or his designee. Such request for use of City facilities shall be made to the Mayor of Sedro-Woolley or his designee by the District's Superintendent or designee.

III. COMPENSATION

Compensation is in the form of exchange; therefore, no compensation shall be paid by either party for use of the other party's facilities.

A. COST RECOVERY

Both parties reserve the right to establish charges for actual cost recovery. Cost recovery charges include but are not limited to utilities, cleaning fees, etc.

IV. INDEMNIFICATION

Each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions, or those of their officials, officers, agents, or employees to the fullest extent required by law. Each party shall defend, protect and hold harmless the other party from and against all claims, suits and/or other actions arising from any negligent or intentional act or omission of that party's employees, agents and/or authorized subcontractor(s) while performing under this Agreement.

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It is further provided that no liability shall attach to either the City or the District by reason of entering into this Agreement except as expressly provided herein.

If such claims are caused by or result from the concurrent negligence of the City, or its agents, employees, and/or officers, and the District, or its agents, employees, and/or officers, then these indemnity provisions shall be valid and enforceable only to the extent of the negligence of the indemnifying party; provided that nothing herein shall require either party to hold harmless or defend the other party or the other party's agents, employees and/or officers from any claims arising from the sole negligence of the other party, or its agents, employees, and/or officers.

V. AMENDMENT

The parties may mutually waive, amend, or modify parts of this Agreement this Agreement. Such amendments, changes, modifications, or waivers shall not be binding unless they are in writing and signed by personnel authorized to bind the parties. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.

VI. CHOICE OF LAW AND VENUE

This Agreement will be governed by the laws of the State of Washington, both as to interpretation and performance. Any actions at law, suit in equity, or other judicial proceeding for the enforcement of this Agreement may be instituted only in a court of competent jurisdiction in the State of Washington, County of Skagit.

VII. SEVERABILITY

In the event any term or condition of this Agreement or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other terms, condition or application of this Agreement which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.

VIII. INTEGRATION CLAUSE

This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions or obligations other than those contained in this Agreement. This Agreement supersedes all previous communications, representations or agreements, either oral or written, between the parties.

IX. TERM AND TERMINATION

The term of this agreement shall be from the date hereof, and shall extend until terminated. Any party hereto may terminate this Agreement upon at least thirty (30) days advance written notice to the other parties.

A. ANNUAL CONSULTATION

The parties agree to review the operation of this Agreement annually or as needed.

X. PROPERTY AND EQUIPMENT

No fixed assets or personal or real property will be jointly or cooperatively acquired, held or disposed of pursuant to this Agreement.

XI. DISPUTES

In the event that a dispute arises under this Agreement, it will be resolved in the following manner:

The parties will each individually appoint one member to a dispute board. The dispute board will evaluate the dispute and make a determination of the dispute. The determination of the dispute board will be final and binding on the parties hereto.

XII. FILING

This Agreement will be filed with the City, the District, and with the Skagit County Auditor.

XIII. NOTICES

All notices and payments hereunder may be delivered or mailed. If mailed, they shall be sent to the following respective addresses:

To Sedro-Woolley
325 Metcalf Street
Sedro-Woolley, WA 98284
Attn: City Supervisor

To Sedro-Woolley School District
801 Trail Road
Sedro-Woolley, WA 98284
Attn: Superintendent

or to such other respective addresses as either party hereto may hereafter from time to time designate in writing. All notices and payments mailed by regular post (including first class) shall be deemed to have been given on the second business day following the date of mailing, if properly mailed and addressed. Notices and payments sent by certified or registered mail shall be deemed to have been given on the day next following the date of mailing, if properly mailed and addressed. For all types of mail, the postmark affixed by the United States Postal Service shall be conclusive evidence of the date of mailing.

XIV. EFFECTIVE DATE

This Agreement will take effect when executed by the parties.

Dated this 10th day of December, 2008.

CITY OF SEDRO-WOOLLEY



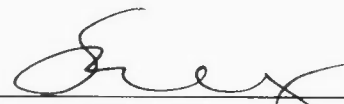
MAYOR MIKE ANDERSON

SEDRO-WOOLLEY SCHOOL DISTRICT NO. 101

 November 24, 2008

MARK VENN, SUPERINTENDENT

APPROVED AS TO FORM:



ERON BERG, City Attorney
City of Sedro-Woolley

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