INTERLOCAL AGREEMENT BETWEEN MARYSVILLE SCHOOL DISTRICT NO. 25 AND THE CITY OF MARYSVILLE REGARDING THE COOPERATIVE USE OF FACILITIES, EQUIPMENT, AND PERSONNEL

SECTION 1. PARTIES

This Interlocal Agreement (hereinafter “Agreement”) is entered into by and between the Marysville School District No. 25, a Washington municipal corporation, (hereinafter “District”) and the City of Marysville, a Washington municipal corporation, (hereinafter “City”) having its principal place of business at 1049 State Street, Marysville, Washington 98270.

SECTION 2. RECITALS

WHEREAS, the Marysville School District No. 25 provides educational services to the residents in and around the City of Marysville and owns and operates facilities located in and around the City of Marysville; and

WHEREAS, the City of Marysville provides municipal services to residents in and around the City of Marysville; and

WHEREAS, the Marysville School District No. 25 and the City of Marysville desire to formalize an operational framework that will encourage and promote the coordination and usage of the facilities and resources of both entities; and

WHEREAS, pursuant to the powers accorded to the Marysville School District No. 25 and the City of Marysville by RCW Chapter 39.34, the School District and the City possess the authority to execute an intergovernmental cooperation agreement for this purpose;

NOW, THEREFORE, in consideration of the mutual benefits of this agreement, the parties agree as follows:

SECTION 3. TERMS AND CONDITIONS

3.1 The Superintendent of the Marysville School District and Mayor of the City of Marysville or their designees are hereby authorized to execute one or more letters of understanding or use agreements that, by this reference, shall become a part of this agreement, provided that such letters are signed by both parties and reference this interlocal agreement. The letters of understanding shall address issues relating to sharing facilities and resources controlled or owned by the parties. The letter(s) of understanding or use agreements may address matters that include, but are not limited to, the following:
• Use of facilities, equipment, personnel
• Access to facilities, equipment, personnel
• Charges, costs, or fees
• Site improvements
• Maintenance responsibilities
• Duration of use or access
• Time and dates of use or access

SECTION 4. INDEMNIFICATION

4.1 Each party agrees to and shall defend, indemnify and hold harmless the other party, its officials, officers, agents and employees from and against any and all claims, losses, damages, judgments, or liabilities of whatever nature, including any portion thereof, arising from or related to the indemnifying party’s acts, omissions or performance under this Agreement. It is the intent of the parties that each party be responsible for its own actions occurring under this agreement. *Nothing in this agreement shall require either party to hold harmless or defend the other party, its elected and appointed officials, officers, employees and agents from claims arising from the sole negligence of the other party its elected and appointed officials, officers, employees and agents.*

4.2 This section shall survive termination of this agreement.

SECTION 5. INSURANCE

5.1 The City shall obtain and maintain personal injury and property damage liability insurance in an amount not less than *TWO MILLION AND NO/100 DOLLARS (2,000,000)* per occurrence, annual aggregate.

5.2 The District shall obtain and maintain personal injury and property damage liability insurance in an amount sufficient to cover the District’s responsibilities and liabilities under this Agreement, but not less than *TWO MILLION AND NO/100 DOLLARS (2,000,000)* per occurrence, annual aggregate.

SECTION 6. DURATION/TERMINATION/MODIFICATION

6.1 The duration of this agreement is from *10/15/4* through *12/31/4* and from January 1 through December 31 of every year renewing automatically for a one year period, unless terminated by either party by 90 days written notice, with or without cause, prior to the end of the year or with shorter notice by mutual consent. This agreement may be modified by mutual written agreement of the parties.

SECTION 7. DISPUTE RESOLUTION

7.1 In the event of any dispute or difference arising by reason of this Agreement or any provision or term thereof or the use of and/or payment for any facility for the purpose of this
Agreement, the dispute or difference shall be resolved jointly by the Mayor and the Superintendent of the District or their designates. Such decision shall be arrived at as expeditiously as possible.

7.2 In the event it is necessary for either party to utilize the services of an attorney to enforce any of the terms of this Agreement, such enforcing party shall be entitled to compensation for its reasonable attorney's fees and costs. In the event of litigation regarding any terms of this Agreement, the substantially prevailing party shall be entitled, in addition to other relief, to such reasonable attorney's fees and costs as determined by the Court.

SECTION 8. THIRD PARTY BENEFICIARIES

8.1 There are no third party beneficiaries to this Agreement, and this Agreement shall not be interpreted to create such rights.

SECTION 9. ENTIRE AGREEMENT

9.1 This agreement represents the entire integrated Agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral, with regard to activities within the scope of this agreement that occur subsequent to the execution of this agreement.

SECTION 10. GENERAL PROVISIONS

10.1 The waiver by either party of the breach of any provision of this Agreement by the other party must be in writing and not operate nor be construed as a waiver of any subsequent breach by such party.

10.2 Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provisions of this Agreement and any statute, law, public regulation or ordinance, the latter shall prevail, but in such event, the provisions of this Agreement affected shall be curtailed and limited only the extent necessary to bring it within legal requirements.

10.3 This agreement shall be filed with the Snohomish County Auditor's Office pursuant to RCW 39.34.040 and with the Secretary of the District's Board of Directors.

10.4 This Agreement has been submitted to the scrutiny of all parties and their counsel, if desire, and it shall be given a fair and reasonable interpretation in accordance with its words, without consideration or weight given to its being drafted by any party or its counsel. All words used in this singular shall include the plural; the present tense shall include the future these; and the masculine gender shall include the feminine and neuter gender.

10.5 The parties herby agree that authorized representatives of the parties shall have access to any books, documents, paper and record of the other party, which are pertinent to this Agreement and not privileged or otherwise exempt from disclosure, for the purposes of making audits, examinations, excerpts and transcriptions. All such records and all other records pertinent to this Agreement shall be retained by the parties for a period of three years after the final expiration date of this Agreement or any amendments hereto, unless a longer period is required to resolve audit, findings
or litigation. In such cases, the parties may expressly agree by an amendment or separate agreement for such longer period for record retention.

10.6 The parties shall not assign this Agreement or any interest, obligation, or duty herein without the express written consent of the other party.

10.7 All notices and payments shall be make to

City of Marysville
Marysville Parks & Recreation Director

Marysville School District #25

Address: 1515 Armor Rd
Marysville WA 98270

Phone: 360-651-5085

Mailing address if different

This agreement shall be effective upon the duly authorized signatures of the parties' representatives.

10.9 This agreement shall be filed in the office of the Snohomish County Auditor and the Washington Secretary of State within thirty (30) days of its effective date.

Dated this 15th of October, 2004

MARYSVILLE SCHOOL DIST. NO. 25

Dr. Larry Nyland, Superintendent

CITY OF MARYSVILLE

Dennis Kendall, Mayor