

INTER-LOCAL AGREEMENT BETWEEN SOUTH WHIDBEY SCHOOL DISTRICT  
NO. 206 AND SOUTH WHIDBEY PARKS & RECREATION DISTRICT  
REGARDING THE COOPERATIVE USE OF FACILITIES, EQUIPMENT AND  
RESOURCES.

THIS AGREEMENT is made and entered into this 15<sup>th</sup> day of December, 2004, by and between the South Whidbey School District No. 206 (hereinafter "District") and South Whidbey Parks & Recreation District, a municipal corporation (hereinafter "SWPRD").

WHEREAS, the revised Code of Washington, Chapters 39.34 and 39.33 authorizes local governments, including school districts and municipal corporations, to enter into agreements for the purposes of providing services and facilities to meet the various needs and ongoing development of each party; and

WHEREAS, the District and SWPRD are desirous of establishing a cooperative program for the purpose of making educational and recreational facilities available to meet the needs of the students, employees and other citizens of the District, and the needs of the citizens of SWPRD; and

WHEREAS, Both the District and SWPRD own facilities and have service responsibilities on the south end of Whidbey Island; and

WHEREAS, it is in the public interest to maximize the use of the District and SWPRD facilities, operations and services; and

WHEREAS, cost savings to tax payers can be achieved through the sharing of equipment, facilities and services between the District and SWPRD; and

WHEREAS, joint use of facilities provides for utilization of buildings, athletic facilities, parks and open spaces, meeting rooms, and avoids duplication, shifting tax dollars to other essential services and programs; and

WHEREAS, collaborative programs between the District and SWPRD improve the quality of life on the south end of Whidbey Island, enhance educational achievement, strengthen the community, and help ensure the mutual success of the District and SWPRD; and

WHEREAS, a healthy, successful, and quality school system and park and recreation system benefits the citizens and businesses of South Whidbey Island by improving public safety, economic development, community pride and civic identity, and public involvement;

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

## **Section 1. Purpose**

The purpose of this agreement is to encourage a continued relationship and framework between the District and SWPRD whereby both jurisdictions are able to work collaboratively and share their collective resources whenever practical, including facilities, staff, equipment, machinery and services, to enhance the community to the benefit of both parties by providing more efficient and cost effective educational and municipal services to residents and customers.

## **Section 2. Use of Facilities**

- A. School buildings and grounds may be made available to SWPRD for public recreation purposes at no cost except that SWPRD shall be responsible for providing adequate supervision (as defined in site specific agreements), mutually agreed upon custodial support, and the protection of the school property during such use.
- B. SWPRD may make available to the District at no cost its facilities for the purposes of school activities and sports programs except that the District shall be responsible for providing adequate supervision (as defined in site specific agreements), mutually agreed upon custodial and/or maintenance support, and the protection of SWPRD property during such use.
- C. Each party shall provide the other with current facility use policies and shall ensure that said policies are applied to all facility use.

## **Section 3. Use of Equipment and Other Resources**

- A. When conducive, both parties shall strive to make available for the others' use equipment and machinery including but not limited to vans, tractors, mowers, field preparation equipment, and top dressers.
- B. Staff & services

## **Section 4. Fees**

The District and SWPRD may access and collect a fee from participants for an activity held on or within the other's facilities. Such fees shall be in accordance with the policies of its governing body.

## **Section 5. Indemnification/Insurance**

No liability shall be attached to either party by reason of entering into this Agreement except as expressly provided herein. Each party to this Agreement shall be responsible for damage to persons or property resulting from the negligence on the part of itself, its employees or its officers. Except as provided in the Agreement or by applicable law,

neither party assumes any responsibilities to the other party for the consequences of any act or omission of any person, firm, or corporation not a party to this Agreement. 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 the facility.

Insurance requirements: Each party shall obtain and maintain personal injury and property damage liability insurance in an amount not less than \$1 million per occurrence, annual aggregate and name the other as an "Additional Insured".

#### **Section 6. Assignment**

Neither party shall assign or sublet its rights or responsibilities under this Agreement without the written authorization of the other party. Written authorization shall not be withheld unreasonably.

#### **Section 7. Severability**

If any term of this Agreement is held invalid or unenforceable, the remainder of the Agreement will not be affected, but continue in full force.

#### **Section 8. Non-Waiver**

Failure of either party to insist upon the strict performance of any term of this Agreement will not constitute a waiver or relinquishment of any party's right to thereafter enforce such term.

#### **Section 9. No New Legal Entity**


No separate legal or administrative entity is created or intended to be created hereby. The administration and operation of each party's facilities and services shall remain the responsibility of the respective owners.

#### **Section 10. Terms**

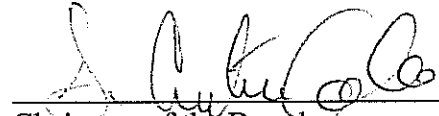
The term of this agreement shall be indefinite, provided, however that either party may terminate this agreement with or without cause, upon ninety (90) written notice to the other party.

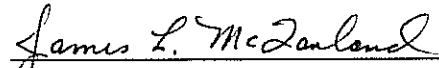
**South Whidbey School District  
No. 206**

  
\_\_\_\_\_  
President of the Board

  
\_\_\_\_\_  
Superintendent of Schools

**South Whidbey Parks &  
Recreation District**

  
\_\_\_\_\_  
Chairman of the Board

  
\_\_\_\_\_  
Director