

INTERLOCAL AGREEMENT BETWEEN EVERETT SCHOOL DISTRICT NO. 2 AND THE CITY OF MILL CREEK REGARDING THE COOPERATIVE USE OF FACILITIES, EQUIPMENT, AND PERSONNEL

SECTION 1. PARTIES

This Interlocal Agreement (hereinafter "Agreement") is entered into by and between the Everett School District No. 2 (hereinafter "District") and the City of Mill Creek, a Washington municipal corporation, (hereinafter "City") having its principal place of business at 15728 Mill Creek Boulevard, Mill Creek, Washington 98012.

SECTION 2. RECITALS

WHEREAS, the Everett School District No. 2 provides educational services to the residents in and around the City of Mill Creek at facilities located in or adjacent to the City of Mill Creek; and

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

WHEREAS, the Everett School District No. 2 and the City of Mill Creek 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 Everett School District No. 2 and the City of Mill Creek by RCW Chapter 39.34, the School District and the City possess the authority and desire 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 Everett School District and the City Manager of the City of Mill Creek are hereby authorized to execute one or more letters of understanding 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. Subjects the letter(s) of understanding may address 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
- Times 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.

4.2 This section shall survive termination of this Agreement.

SECTION 5. INSURANCE

5.1 Mill Creek shall obtain and maintain personal injury and property damage liability insurance in an amount not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000) 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 ONE MILLION AND NO/100 DOLLARS (\$1,000,000) per occurrence, annual aggregate.

SECTION 6. TERMINATION

6.1 Mill Creek or the District may terminate this Agreement, with or without cause, upon ninety (90) days written notice to the other party.

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 City Manager and the Superintendent of the District. Such decision shall be arrived at as expeditiously as possible.

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. INTEGRATED AGREEMENT/AMENDMENT

9.1 This Agreement constitutes the entire agreement of the parties, and may be amended at any time in writing by mutual agreement.

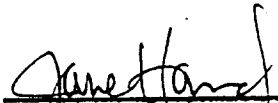
SECTION 10. GENERAL PROVISIONS

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

10.2 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.

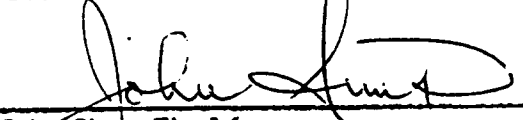
Dated this 6th of June, 1994

EVERETT SCHOOL DISTRICT NO. 2



Jane Hammond, Superintendent

CITY OF MILL CREEK



John Sims, City Manager

Approved as to form:

City Attorney

Attest:



Deputy City Clerk

