

**AN AGREEMENT BETWEEN THE SUMNER SCHOOL DISTRICT AND
THE CITY OF SUMNER RELATING TO THE SHARING OF SERVICES,
FACILITIES, EQUIPMENT AND RESOURCES.**

THIS AGREEMENT is entered into this 17th of December 1996, by and between the Sumner School District No. 320, a municipal corporation of the State of Washington (hereinafter referred to as "District") and the City of Sumner, a municipal corporation of the State of Washington (hereinafter referred to as "City").

WHEREAS, the revised Code of Washington, Chapters 35.59, 39.34, and 39.33 authorizes local governments, including school districts and cities, to enter into agreements for joint ownership and performance of functions; and

WHEREAS, the City and District have an existing interlocal agreements titled *Interlocal Cooperative Agreement for Facilities use between the City of Sumner and the Sumner School District No 320* (March 1, 1993) and *Interlocal Agreement between the Sumner School District and the City of Bonney Lake and the City of Sumner* (January 1, 1996).

WHEREAS, both the City and District own facilities and have service responsibilities within the corporate limits of the City of Sumner; and

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

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

WHEREAS, collaborative programs between the District and City improve the quality of life in Sumner, enhance educational achievement, strengthen the community, and help ensure the mutual success of the District and City; and

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

WHEREAS, the City has resources which may be used to compliment the District's mission by participating in initiatives consistent with City policy while not encroaching on the District's responsibilities for education; and

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WHEREAS, the ability of the District to meet its mission is dependent upon the District, Community, and City ensuring opportunities for the educational success of students; **NOW THEREFORE**

In consideration of the mutual benefits, the District and City hereby agree to the terms and conditions as set forth below:

Section 1. Purpose and Responsibilities

The purpose of this agreement is to establish a relationship and framework between the City and District whereby both jurisdictions are able to work collaboratively and share their collective resources whenever practical, including facilities, programs, staff, equipment 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.

- A. The City and District shall explore ways to work collaboratively on at least the following programs and initiatives:
1. contracting the maintenance and repair of fleet vehicles from the School District;
 2. fuel purchase and vehicle fueling through the District's transportation facilities;
 3. storage and warehousing;
 4. building and site security;
 5. Drug Abuse Resistance Education (D.A.R.E.), Gang Resistance Education and Training (G.R.E.A.T.), and similar programs through the Sumner Police Department;
 6. bulk purchasing of materials, supplies, equipment and vehicles;
 7. legal services;
 8. public relations and community involvement activities;
 9. planning and public information efforts;
 10. building and grounds maintenance;
 11. human resources management, payroll, and recruitment;
 12. records management equipment and personnel;
 13. minor utility and site construction;
 14. recreation, youth, readiness to learn, and community service projects and programs;
 15. site planning and engineering;
 16. construction management resources;
 17. telecommunications, computer operation and maintenance, electronic access to information, and internet services;
 18. meeting rooms and facilities; and
 19. any other uses, facilities, or programs which may be mutually beneficial.

- B. When deemed necessary or appropriate, additional interlocal agreements may be executed between the District and the City to set forth terms and conditions of other specific collaborative operations, developments, and uses.

Section 2. Facilities Development

- A. The City and District shall make every effort to integrate facilities such as schools with park facilities and other complimentary uses. The City and District will strive to locate facilities so as to implement the policies of the Sumner Comprehensive Plan.
- B. Whenever possible, development of a school, park or other facility with joint-use potential shall proceed with consultation between the District and the City.
- C. The designer of a school or other District or City facility with joint use potential shall be instructed to design to allow for maximum joint use of certain specified facilities by locating them carefully so that they may be conveniently used by the school and general public. The District and City shall strive to give the other first consideration in the use of the other's buildings and grounds. Such use, however, shall be limited to and secondary to the primary activities and programs of municipal corporation holding ownership. The District shall design school buildings and sites to assist with the full integration of the school facilities into the community consistent with the Sumner Comprehensive Plan.

Section 3. Operations

- A. School buildings and grounds may be made available to the City for public recreation purposes at no cost except that the City shall be responsible for providing adequate supervision (as defined in site specific agreements), mutually agreed upon custodial support, and the protection of school property during such use.
- B. The City shall make available to the District at no cost its facilities such as meeting rooms and parks 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 City property during such use.
- C. In joint use of facilities, the liability of each the District and the City and the responsibility for maintenance and upkeep shall be carefully detailed in separate site specific agreements between the City and the District.

- D. There shall be a separate agreement for each integrated site development project 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 provisions for the measurement of each participant's financial investment and fair compensation upon termination.

- E. 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.

Section 4. Fees

The District and the City may assess 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. Existing Agreements

This agreement is not intended to supersede any existing agreements, including but not limited to *Interlocal Cooperative Agreement for Facilities use between the City of Sumner and the Sumner School District No. 320* (March 1, 1993) and *Interlocal Agreement between the Sumner School District and the City of Bonney Lake and the City of Sumner* (January 1, 1996).

Section 6. 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 the facility.

Section 7. Termination of Agreement

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

SUMNER SCHOOL DISTRICT

John M. Pavlich
President of the Board

CITY OF SUMNER

Robert A. Matlock
Mayor

Donald Eisman
Superintendent

Attest:

Barbara J. Hughes
City Clerk

APPROVED as to form:

David Straggini
City Attorney