

INTERLOCAL AGREEMENT FOR FORMATION OF A JOINT OPERATING COMMITTEE

The parties to this agreement are the CITY OF ARLINGTON, WASHINGTON, a municipal corporation of the state of Washington (hereinafter "CITY"), and ARLINGTON SCHOOL DISTRICT NO. 16, a municipal corporation of the state of Washington (hereinafter "the DISTRICT"). The parties are entering into this agreement based on the provisions of RCW 39.34, the Interlocal Cooperation Act.

RECITALS

WHEREAS, the parties agree that joint cooperation will allow each of the parties to provide greater opportunities to the citizens of the CITY and to the students and parents of the DISTRICT; and

WHEREAS, the parties agree that the opportunities for joint cooperation will continue to develop; and

WHEREAS, the parties wish to establish operational and procedural rules for the operation and maintenance of the jointly operated facilities; and

WHEREAS,

NOW, THEREFORE, the parties do agree as follows:

1. Joint Operating Committee. The parties hereby form the Joint Operating Committee (JOC) for the purposes of developing and managing jointly operated facilities.
 - 1.1. Membership. The CITY and the DISTRICT shall each appoint one staff member and one elected official to serve on the JOC. The CITY Parks, Arts, and Recreation Commission shall select one of its members to serve as a fifth member of the committee to act as the chairperson of the JOC.
 - 1.2. Responsibilities. The JOC shall be charged with the following responsibilities for jointly operated facilities:
 - 1.2.1. Negotiating operational rules and requirements;
 - 1.2.2. Annually reviewing the equitable allocation of responsibilities, including maintenance;
 - 1.2.3. Administration of any joint project interlocals developed by the JOC and approved by the elected body of each party;
 - 1.2.4. Regular reporting to the elected body of each party (i.e. at regular joint meetings of School Board and City Council); and
 - 1.2.5. Addressing unforeseen contingencies.

1.3. Meetings. The JOC shall meet monthly at a time and place mutually agreeable to all members.

2. Indemnification.

2.1. The DISTRICT shall indemnify, hold harmless, and defend the CITY and its officers, agents, and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any negligent act or omission of the DISTRICT, its officers, agents and employees, or any of them, in the performance of this agreement.

2.2. The CITY shall indemnify, hold harmless, and defend the DISTRICT and its officers, agents, and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by ~~reason of or arising out of any negligent act or omission of the CITY, its officers,~~ agents and employees, or any of them, in the performance of this agreement.

2.3. In the event of the concurrent negligence of the CITY and DISTRICT, the obligations of each party under this paragraph shall apply only to the percentage of fault attributable to that party, its elected or appointed officials, employees and/or agents.

3. Insurance. The CITY and DISTRICT shall provide to each other a Certificate of Insurance or equivalent evidencing Commercial General Liability insurance written on an occurrence basis with limits acceptable to both parties and their respective insurers on a per occurrence basis for personal injury, bodily injury and property damage. Each party reserves the right to receive a certified copy of all required insurance policies.

4. Duration and Termination. This agreement shall be perpetual unless the parties mutually agree to terminate it or unless the same shall be terminated by order of the Superior Court of the State of Washington in and for Snohomish County. In the event of termination, the joint administrators of this agreement shall meet, along with an elected official from each party, to attempt to negotiate a mutually agreed terms for the division of the jointly operated facilities. In the event the parties are unable to reach agreement, the parties shall enlist the assistance of a mutually agreed upon mediator. In the event the parties are unable to reach agreement as to a mediator, the parties shall seek the appointment of a mediator by the Snohomish County Superior Court. In the event the parties cannot agree after mediation, then the requirements relating to the division of the jointly operated facilities shall be determined by the superior court.

5. Jurisdiction. This Agreement is made and shall be construed according to the laws of the State of Washington. In the event either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the parties agree that such actions shall be instituted in the Superior Court of the State of Washington in and for Snohomish County.

6. Severability. If any provision of this Agreement or its application to any person or circumstance is adjudged to be invalid, such decision shall not affect the validity of the remaining portions of this Agreement or its application to other persons or circumstances.
7. Entire Agreement. This agreement represents the entire agreement between the CITY and the DISTRICT, superceding all prior negotiations, representations, or agreements, whether written or oral. This agreement may be modified, amended, or added to only by written agreement properly signed by both parties hereto.
8. Administrators. The joint administrators of this agreement shall be the Superintendent of the DISTRICT and the Administrator of the CITY, or their respective designees.