

INTERLOCAL AGREEMENT

This Agreement is made and entered into this 8th day of October, 2018 by and between **ARLINGTON SCHOOL DISTRICT NO. 16**, a municipal corporation (the "School District"), and the **CITY OF ARLINGTON**, a municipal corporation (the "City").

WITNESSETH:

WHEREAS, the Arlington Community Garden is currently located on real property owned by the City ;

WHEREAS, the School District owns the real property where Presidents Elementary School is located, commonly known as 505 E. 3rd St., Arlington, Washington 98223 (the "Property"), described as Snohomish County tax parcel 31050200401500;

WHEREAS, the City is seeking to relocate and expand the **Community Garden Program** and identified the Property as a potential location for such expansion;

WHEREAS, the School District has agreed to allocate that certain portion of the Property depicted in **Exhibit A** for the purpose of the City's Community Garden expansion;

WHEREAS, the Community Garden would be available to District staff, students, and community members;

WHEREAS, the Community Garden will provide recreational and educational opportunities for students and community members, and will allow for growing healthy foods; and

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the City and School District hereby agree as follows:

ARTICLE I. PURPOSE

This purpose of this Agreement is for the School District to grant the City such rights as are necessary for the construction and maintenance of a Community Garden on the Property. The City will maintain the Community Garden, which will be available for use by School District staff and students, along with other community members. The Community Garden will be available to the public as a public park daily from dawn to dusk.

ARTICLE II. CITY RESPONSIBILITIES

The City agrees to, at its sole cost and expense:

1. Construct raised planter boxes for the purpose of Community Garden activities.
2. Provide all materials, equipment,
3. Provide a water supply and pay for water usage for the Community Garden.
4. Provide trash receptacle, yard waste recycling and removal of all waste and recycling collected at the site.
5. Manage the Community Garden in every aspect of its operation, including space assignments and volunteers.
6. Mow/ trim inside the garden boundaries as needed to keep the Community Garden in a well-kept manner.
7. Provide informational and other appropriate signage.
8. Maintain all fixtures and improvements in good condition and repair.

ARTICLE III. SCHOOL DISTRICT RESPONSIBILITIES

The School District agrees to:

1. Provide the Property depicted in **Exhibit A** for use as a Community Garden.
2. Allow access to the Community Garden by the public every day of the week, from dawn to dusk.

ARTICLE IV. AGREEMENT BETWEEN BOTH PARTIES

Both the School District and the City agree as to the following terms:

1. In the event of any dispute, the parties will meet and discuss acceptable solutions.
2. If the School District is required to perform maintenance on the Community Garden due to an emergency or because the City has otherwise failed to maintain it, the City agrees to be responsible for the School District's costs incurred to perform such maintenance or repairs.
3. The City agrees that to the fullest extent permitted by law, the City will hold harmless, defend, and indemnify the District, its agents, employees, and board members from any liability, cost or expense, including without limitation penalties, losses, damages, attorneys' fees, taxes, expenses of litigation, judgments, suits, liens, and encumbrances, to the extent arising out of or resulting from the any act or omission by the City under this Agreement or as a result of any party's presence upon or use of the Community Garden. The terms of this section shall survive termination of this Agreement. The City may not assign its rights or responsibilities under this Agreement, unless it receives written permission from the School District.
4. This Agreement is not intended to create any form of partnership, joint venture, or other agency relationship between the District and the City. Neither party has the authority to bind the other, nor act or speak on the other party's behalf.

ARTICLE V. TERM AND TERMINATION

This Agreement shall become effective upon execution. It may be terminated by either party upon ninety (90) days' written notice. Termination of this agreement may only be

accomplished as provided herein unless otherwise agreed in writing. Upon termination of this Agreement, the City will remove all fixtures, appurtenances, equipment, and any other items to return the Property to the state it was in prior to the Agreement, normal wear and tear excepted. However, to the extent that the City has installed or improved any utilities or connections, those improvements will become part of the Property and are owned by the School District.

ARTICLE VI. NOTICES

Whenever any party desires or is required by law to give notice unto the other party, notice shall be mailed or delivered to:

Superintendent
Arlington School District No. 16
315 N French Ave.
Arlington, WA 98223

City Administrator
City of Arlington
238 N Olympic Ave.
Arlington, WA 98223

ARTICLE VII. GOOD FAITH

The City and District agree to cooperate in good faith in fulfilling the terms of this Agreement. Unforeseen difficulties or questions will be resolved by negotiation between the Superintendent and the City Administrator or their designees. In the event such difficulties are unable to be resolved, either party may terminate this Agreement as provided in Article V.

ARTICLE VIII. MODIFICATION

This document constitutes the full understanding of the parties and no terms, conditions, understandings, or agreements purporting to modify or vary the terms of this document shall be binding unless hereafter made in writing and signed by all parties.

ARTICLE IX. MISCELLANEOUS

9.1 **PROPERTY OWNERSHIP:** All property acquired by any party to enable it to perform the services required under Agreement shall remain the property of the party acquiring the property in the event of the termination of this Agreement, except as may be otherwise agreed in writing.

9.2 **NO SPECIAL DUTY CREATED:** The duties of the parties hereto under the provisions of this Agreement are duties owed to the public generally and by the entering into this Agreement, no party shall have or owe a special duty to any other party.

9.3 **LIABILITY:** Each of the parties shall, at all times, be solely responsible for the acts or the failure to act of its personnel that occur or arise in any way out of the performance of this Agreement by its personnel only and to save and hold the other party and its personnel and officials harmless from all costs, expenses, losses and damages, including cost of defense, incurred as a result of any acts or omissions of the party's personnel relating to the performance of this Agreement.

9.4 **SEVERABILITY:** If any provision of this Agreement or its application is held invalid, the remainder of the Agreement or the application of the remainder of the Agreement shall not be affected.

IN WITNESS WHEREOF, the parties have caused the execution of this agreement on the day, month, and year above first written.

SCHOOL DISTRICT

By: Chrys Sweeting
Dr. Chrys Sweeting, Superintendent
Arlington School District No. 16

Date: 10-8-18

CITY OF ARLINGTON

By: Barbara Tolbert
Barbara Tolbert, Mayor

Date: 10-18-18

Exhibit A

The SE corner of 505 E 3rd Street, Arlington, WA
Snohomish County Tax Parcel 31050200401500
From E 3rd Street 110' North
From N French Avenue 150' East

