

INTERLOCAL AGREEMENT BETWEEN THE CITY OF ARLINGTON
AND ARLINGTON SCHOOL DISTRICT #16 CONCERNING IMPROVEMENTS TO
CITY PROPERTY LEASED BY THE DISTRICT

I. PARTIES

This Interlocal Agreement (hereinafter Agreement) is entered into pursuant to Chapter 39.34 RCW (the Interlocal Cooperation Act) by the City of Arlington, a Washington Municipal Corporation (hereinafter City), and Arlington School District #16, a political subdivision of the State of Washington (hereinafter District).

II. PURPOSE AND RECITALS

2.1 The purpose of this agreement is to provide for the improvements needed to construct facilities at the Weston High School property leased by the District from the City, which facilities will support the location of instructional facilities to be used by Everett Community College for instructional programs in support of manufacturing (AMTECH North). AMTECH North is a mutual beneficial project for both the City of Arlington and the Arlington Public School District. It will provide access to specialized manufacturing training that supports local businesses and the creation of the Manufacturing and Industrial center. Arlington Public School students and local manufacturing employees will have access to training that will lead to advancements in job placement. A highly trained workforce is a key factor in the creation of sustainable advance manufacturing which has been approved as a City Goal by the Arlington City Council.

2.2 The District intends to remodel and construct facilities at its Weston High School campus to accommodate the AMTECH North programs. This construction will include restroom facilities, interior walls, electrical and compressed air service to support the machining equipment to be installed by AMTECH North.

III. APPLICABILITY AND AMENDMENTS

3.1 Applicability. This Agreement shall apply to the installation of electrical equipment at District's facilities leased from the City (the "improvements"), and otherwise as expressly set forth herein.

3.2 Process for Amending this Agreement. An addendum or amendment to this Agreement must be mutually agreed to by the parties and executed in writing before becoming effective. Any addendum or amendment to the Agreement shall be executed in the same manner as provided by law for the execution of this Agreement.

IV. OBLIGATIONS OF THE PARTIES.

4.1 Obligation of District. District shall contract, in accordance with all required public

works processes, for the improvements described on the attached Exhibit "A" to the property commonly known as the "Weston High School" and shall in all respects administer said contract.

4.2 Obligation of the City. The City shall pay, in accordance with its customary procedures, any invoice or invoices, for electrical upgrades to the Weston School Facility that directly support the sublease with Everett Community College for AMTECH North. The electrical improvements will not to exceed thirty thousand dollars (\$30,000.00), to the District for improvements made to the building on City property provided under this agreement, and in no event later than 45 days after submission by the District to City of a bill for said services.

V. DISPUTE RESOLUTION

5.1 The City and District shall initially endeavor to resolve any disputes via agreement at the staff level. If the staff cannot agree, the parties agree that the City Administrator and the School District Superintendent shall meet and seek to resolve the disputes informally. If said persons cannot informally resolve the dispute, the parties mutually agree to enter into mediation through an agreed upon mediator and process, if agreement cannot be reached regarding interpretation or implementation of any provision of this Agreement. The parties shall use the mediation process in good faith to attempt to come to agreement early in the process, and prior to any appeals or litigation which either might otherwise be entitled to bring.

VI. RELATIONSHIP TO EXISTING LAWS AND STATUTES

6.1 This Agreement in no way modifies or supersedes existing laws and statutes. In meeting the commitments encompassed in this Agreement, all parties shall comply with the requirements of the applicable federal, state or local law.

VII. EFFECTIVE DATE, DURATION AND TERMINATION

7.1 This Agreement shall become effective following the approval of the Agreement by the official action of the governing bodies of each of the parties hereto and the signing of the agreement by the duly authorized representative of each of the parties hereto.

7.2 This Agreement may be modified or terminated upon mutual agreement of the parties. Any modification shall become effective thirty (30) days following written amendment to the Agreement executed by both parties. Any amendments and termination shall be writing and executed in the same manner as provided by law for the execution of this Agreement.

VIII. INDEMNIFICATION AND LIABILITY

8.1 The City shall protect, save harmless, indemnify, and defend, at its own expense, District, its elected and appointed officials, officers, employees and agents, from any loss or claim for damages of any nature whatsoever, arising out of the City's performance of this Agreement,

including claims by the City's employees or third parties, except for those damages solely caused by the negligence or willful misconduct of District, its elected and appointed officials, officers, employees or agents.

8.2 District shall protect, save harmless, indemnify, and defend at its own expense the City, its elected and appointed officials, officers, employees and agents from any loss or claim for damages of any nature whatsoever, arising out of District's performance of this Agreement, including claims by District's employees or third parties' except for those damages solely caused by the negligence or willful misconduct of the City, its elected and appointed officials, officers, employees or agents.

8.3 In the event of liability for damages of any nature whatsoever arising out of the performance of this Agreement by the City and District, including claims by the City's or District's own officers, officials, employees, agents, volunteers, or third parties, caused by or resulting from the concurrent negligence of District and the City, their officers, officials, employees and volunteers, each party's liability hereunder shall only be to the extent of that party's negligence.

8.4 No liability shall be attached to the City or District by reason of entering into this Agreement except as expressly provided herein.

IX. SEVERABILITY

9.1 Should a court of competent jurisdiction declare any clause, phrase, sentence or paragraph of this Agreement invalid or void, the remaining provisions of this Agreement not so declared shall remain in full force and effect.

X. EXERCISE OF RIGHTS OR REMEDIES

10.1 Failure of either party to exercise any rights or remedies under this Agreement shall not be a waiver of any obligation by either party and shall not prevent either party from pursuing that right at any future time.

XI. RECORDS

11.1 Both parties shall maintain adequate records to document obligations performed under this Agreement. Both parties shall have the right to review the other party's records with regard to the subject matter of this Agreement, upon reasonable notice.

XII. ENTIRE AGREEMENT

12.1 This Agreement constitutes the entire agreement between the parties with respect to the installation of electrical facilities at the Weston High School building.

XIII. GOVERNING LAW AND STIPULATION OF VENUE

13.1 This Agreement shall be governed by the laws of the State of Washington. Any action hereunder must be brought in the Superior court of Washington for Snohomish County.

XIV. CONTACTS FOR AGREEMENT

14.1 The contact persons for this Agreement are:

Kristin Garcia
Finance Director
City of Arlington
238 N. Olympic Avenue
Arlington, WA 98223

Sid Logan
Arlington Public School
District No. 16
315 N. French
Arlington, WA 98223

IN WITNESS WHEREOF, the parties have signed this Agreement, effective on the later date indicated below.

DATED this 18 day of July, 2016.

CITY OF ARLINGTON

ARLINGTON SCHOOL DISTRICT #16

By:

By:

Barbara Tolbert
Barbara Tolbert, Mayor

E. K. Sully

Date: 7-18-16

Date: 6/13/16

ATTEST:

ATTEST:

Kristin Banfield
Kristin Banfield, City Clerk

Approved as to form:
Office of the City Attorney

Steven J. Peiffle
Steven J. Peiffle
City Attorney