

INTERLOCAL AGREEMENT

This Agreement is made and entered into this 21st day of October 2019 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 School District is seeking summer internships for students to provide connections to future career opportunities.

WHEREAS, the City is seeking to support the development of summer internship opportunities which will address local workforce needs for local and nearby industries and businesses.

ARTICLE I. PURPOSE

This purpose of this Agreement is to support the development of a summer internship program which:

1. Increases exposure for students to the world of work, as well as access to hands-on career experiences; and
2. Provides an increased pool of trained potential employees to meet the great need for additional workforce for local and nearby industries and businesses.

ARTICLE II. CITY RESPONSIBILITIES

The City agrees to:

1. Meet with School District staff and the consultant throughout the year to monitor the progress of the program development, and make adjustments as needed;
2. Work with School District staff to evaluate the process and program results to determine if a revision or renewal of this agreement is needed; and
3. Provide report(s) to the City Council regarding the progress of this work.

ARTICLE III. SCHOOL DISTRICT RESPONSIBILITIES

The School District agrees to:

1. Meet with City staff and the consultant throughout the year to monitor the progress of the program development, and make adjustments as needed;
2. Work with City staff to evaluate the process and program results to determine if a revision or renewal of this agreement is needed; and
3. Provide report(s) to the School Board regarding the progress of this work.

ARTICLE IV. AGREEMENT BETWEEN BOTH PARTIES

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

1. Share the cost (\$15,000 each; \$30,000 total) of hiring a consultant who will support the development of the program, establish internships with local and nearby industries and businesses and support in-house capacity for future sustainability. The consultant shall be an independent contractor and not an employee of either party;
2. The School District will provide payment for November, January and March. The City will provide payment for December, February, and April; and
3. The personal services agreements to be entered into with the consultant shall require the School District and the City to be indemnified and covered by the consultant's liability and /or professional insurance.

ARTICLE V. TERM AND TERMINATION

This Agreement shall become effective upon execution. It may be terminated by either party upon sixty (60) days written notice. Termination of this agreement may only be accomplished as provided herein unless otherwise agreed in writing.

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

1. **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.
2. **NO SEPARATE ENTITY CREATED:** No separate legal or administrative entity is created by this agreement.
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.
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: 10-14-19

CITY OF ARLINGTON

By: Barbara Tolbert
Barbara Tolbert, Mayor
City of Arlington

Date: 10-21-19