

Return to: Terri Pfister, City Clerk  
W 808 Spokane Falls Blvd.  
Spokane, Washington 99201

**INTERLOCAL COOPERATION AGREEMENT  
BETWEEN SPOKANE PUBLIC SCHOOLS,  
CITY OF SPOKANE, SPOKANE PUBLIC LIBRARY,  
AND SPOKANE PARKS AND RECREATION**

**THIS AGREEMENT** is made effective the 2<sup>nd</sup> day of ~~July~~<sup>August</sup>, 2019 (the "Effective Date"), by and between **Spokane School District No. 81** (commonly known as Spokane Public Schools), a Washington state municipal corporation, hereinafter referred to as "School District," the **City of Spokane**, a Washington state municipal corporation, hereinafter referred to as "City," the **Spokane Public Library**, a public library operating under Chapter 27.12 RCW, hereinafter referred to as "Library," and the **City of Spokane Park Board, by and through the City of Spokane Parks and Recreation Department**, hereinafter referred to as "Parks", jointly hereinafter referred to as the "Parties", and individually referred to as "Party."

**RECITALS:**

**WHEREAS**, on November 6, 2018, School District voters approved a ballot proposition authorizing the School District to issue \$495,300,000.00 of general obligation bonds to pay for the construction of three new middle schools, replacing or renovating three other middle schools and Albi Stadium and other renovation and construction projects ("School District Bond Projects");

**WHEREAS**, construction of the School District Bond Projects will enable the District to invest in and develop new and renovated educational facilities which provide the residents of the School District and the City with fully utilized, cost-effective public facilities;

**WHEREAS**, on November 6, 2018, the voters of the City approved a ballot proposition authorizing the City to issue \$77,000,000.00 of general obligation bonds to pay cost of modernizing the Downtown, South Hill and Indian Trail library branches, expanding and modernizing the Shadle library branch, remodeling or relocating the Hillyard library branch, constructing new library branches in the Liberty Park neighborhood and on Sprague Avenue, installing library kiosks throughout the City, and equipping and outfitting the library branches ("City/Library Bond Projects");

**WHEREAS**, construction of the City/Library Bond Projects will enable the School District, the City, and the Library to invest in and develop new and renovated educational and recreational facilities for the joint use of School District, City, Parks, and Library constituents and will provide the citizens and taxpayers of both the School District and the City with fully utilized, cost-effective public facilities; and

**WHEREAS**, the recently approved Partnership Umbrella Agreement (“Partnership Agreement”) sets forth the preliminary interests and understandings with respect to a collaborative joint venture between the School District, City, and Library allowing for the investment in and development of new and renovated public school facilities, library facilities and recreational facilities, all of which will be used jointly by City, Library, Parks and School District constituents;

**WHEREAS**, the Partnership Agreement also describes generally the roles, rights, and responsibilities as to the partnership, as well as the additional documents and tasks necessary to carry out the projects, and anticipates subsequent definitive agreements providing for all of the terms, covenants, conditions, and understandings relative to the projects;

**WHEREAS**, in order to make the most efficient use of their powers, Chapter 39.34 RCW (Interlocal Cooperation Act), authorizes the Parties to enter into agreements for joint or cooperative action to exercise any power, or privileges, or authority exercised or capable of exercise by any of the Parties;

**WHEREAS**, the Parties wish to enter into this Agreement to provide for the definitive agreements anticipated by the Partnership Agreement that will facilitate completion of the School District Bond Projects and City/Library Bond Projects and various use agreements around the newly renovated and constructed public facilities;

**WHEREAS**, simultaneous with the approval of this Agreement, the Parties will approve the following list of agreements for which the terms are incorporated into this Agreement (“Transaction”):

**A. Agreements Related to Real Property:**

1. Attachment A-1: Real Property Purchase, Sale and Exchange Agreement Between the City and School District;
2. Attachment A-2: Amendment to Interlocal Agreement Between the City and Library for Land Lease and Use Agreement;

**B. Agreements Related to Joint Use:**

1. Attachment B-1: Interlocal Agreement for Joint Use Between the Parks and School District;
2. Attachment B-2: Interlocal Agreement for Joint Use Between the School District and Library;
3. Attachment B-3: Interlocal Agreement for Joint Use Between the Parks and Library;

**C. Agreement Related to Operating Costs:**

1. Attachment C-1: Interlocal Agreement for Operating Costs Between the School District and Library;

**WHEREAS**, the Transaction will help the Parties make the most efficient use of their powers and resources to provide services and public facilities that accord best with the geographic, economic, population and other factors influencing the needs and development of the communities serviced by the Parties; and

**WHEREAS**, the School District, the City, Parks and the Library each hereby find and determine that this Agreement and the Transaction contemplated hereby is mutually fair and advantageous to the School District, the City, Parks and the Library and their respective constituents.

**NOW, THEREFORE**, for and in consideration of the mutual promises set forth hereinafter, the Parties do mutually agree as follows:

## **AGREEMENT**

1. **Real Property Purchase, Sale and Exchange Agreement between City and School District.** Contemporaneously with the execution of this Agreement, the City and School District shall execute the Real Property Purchase, Sale and Exchange Agreement, in the form attached as Attachment A-1, providing for the transfer by the City to the School District of two City-owned properties (North Foothills Drive and Mullan Road sites), as further described therein, and further providing for the transfer by the School District to the City of School District property (Sprague Avenue site), as further described therein, and further providing for the transfer by the School District to the City a Right-of-Way Dedication Deed of School District property (Joe Albi Stadium site), as further described therein.

2. **Interlocal Agreement between City and Library for Land Lease and Use Agreement.** Contemporaneously with the execution of this Agreement, the City and Library shall execute land lease and use agreements, in the form attached as Attachment A-2, providing for the expansion of the existing Shadle Library Branch and Library's construction of a new library branch located in the Liberty Park neighborhood with both locations remaining under the ownership of Parks.

3. **Exercise of Option for Joe Albi Stadium.** Contemporaneously with the execution of this Agreement, the School District shall deliver written notice of its exercise of its purchase rights under that certain Option Agreement and Real Estate Purchase and Sale Agreement ("Option Agreement"), dated August 28, 2013, by and between the City and the School District, relating to certain property commonly known as Joe Albi Stadium and more particularly described in said Option Agreement. Upon closing under the Option Agreement, that certain Albi Stadium Lease Agreement, dated August 28, 2013, by and between the City and the School District, shall terminate pursuant to Section 18.1 in the Albi Stadium Lease Agreement.

4. **Interlocal Agreement for Joint Use between Parks and School District.** Contemporaneously with the execution of this Agreement, the Parks and School District shall execute a joint use agreement, in the form attached as Attachment B-1, providing for use of School District facilities for City programs and use of City Parks for School District programs.

5. **Interlocal Agreement for Joint Use between School District and Library.** Contemporaneously with the execution of this Agreement, the School District and Library shall execute a joint use agreement, in the form attached as Attachment B-2, providing for use of School District facilities for School District programs and Library programs and for use of Library facilities for Library programs and School District programs.

6. **Interlocal Agreement for Joint Use Between Parks and Library.** Contemporaneously with the execution of this Agreement, the Parks and Library shall execute a joint use agreement, in the form attached as Attachment B-3, providing for use of each other's facilities for programs.

7. **Interlocal Agreement for Operating Costs Between School District and Library.**

Contemporaneously with the execution of this Agreement, the School District and Library shall execute an agreement, in the form attached as Attachment C-1, providing for the construction and operation of the library facility located at Shaw Middle School to be constructed by the School District and the library facility located on Sprague Avenue to be constructed by the Library and the library facility located at Shadle to be renovated by the Library.

8. **Notices.** All notices or other communications given hereunder shall be deemed given on: (i) the day such notices or other communications are received when sent by personal delivery; or (ii) the third day following the day on which the same have been mailed by certified mail delivery, receipt requested and postage prepaid addressed to Parties at the address set forth below, or at such other address as the Parties shall from time-to-time designate by notice in writing to the other Parties:

**City:** City of Spokane  
Mayor  
7th Floor, City Hall  
808 West Spokane Falls Boulevard  
Spokane, WA 99201

Copy to:  
City Attorney  
5th Floor, City Hall  
808 West Spokane Falls Blvd  
Spokane, Washington 99201

**Park:** Spokane Parks & Recreation  
Director  
808 West Spokane Falls Boulevard  
Spokane, Washington 99201

**School District:** Spokane Public Schools  
Associate Superintendent, School Support Services  
200 North Bernard Street  
Spokane, Washington 99201

**Library:** Spokane Public Library  
Library Director  
906 W Main Ave.  
Spokane, Washington 99201

9. **Assignment.** This Agreement shall be binding upon the Parties, their successors and assigns. No Party may assign, in whole or in part, its interest in this Agreement without the approval of the other Parties.

10. **Liability.** Each of the Parties shall indemnify, defend and hold harmless the other Parties, their officers and employees from all claims, demands, or suits in law or equity arising from the indemnifying Party's intentional or negligent acts or breach of its obligations under the Agreement. This duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the indemnified Parties, their officers and employees.

If the comparative negligence of the Parties and their officers and employees is a cause of such damage or injury, the liability, loss, cost, or expense shall be shared between the Parties in proportion to their relative degree of negligence and the right of indemnity shall apply to such proportion.

Where an officer or employee of a Party is acting under the direction and control of the other Party, the Party directing and controlling the officer or employee in the activity and/or omission giving rise to liability shall accept all liability for the other Party's officer or employee's negligence.

Each Party's duty to indemnify shall survive the termination or expiration of the Agreement.

Each Party waives, with respect to the other Parties only, its immunity under RCW Title 51, Industrial Insurance. The Parties have specifically negotiated this provision.

**11. Insurance.** During the term of the Agreement, each Party shall maintain in force, at its own expense, each insurance noted below:

**11.1** Workers' Compensation Insurance in compliance with RCW 51.12.020, and Employer's Liability or Stop Gap Insurance in the amount of \$5,000,000;

**11.2** General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$10,000,000 each occurrence for bodily injury and property damage. Such insurance shall include contractual liability coverage for the indemnity provided under this Agreement; and

**11.3** Automobile Liability Insurance with a combined single limit, or the equivalent, of not less than \$5,000,000 each accident for bodily injury and property damage, to include coverage for owned, hired and non-owned vehicles.

Limits set forth herein may be met with a combination of self-insured deductible or retention, and underlying primary or excess insurance that is maintained by a Party.

Any Party may fulfill its insurance obligations under this Section 11 of this Agreement in whole or in part by securing and maintaining, for the duration of this Agreement, membership in a risk management pool providing that Party contractual defense, indemnity, and such coverages and protections, as equivalent to the protective scope and limits otherwise required by the insurance coverages and limits required by this Section 11.

**12. Anti-Kickback.** No officer or employee of any of the Parties, having the power or duty to perform an official act or action related to this Agreement shall have or acquire any interest in the Agreement, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the Agreement.

**13. Venue Stipulation.** This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is mutually understood and agreed by each party that this Agreement shall be governed by the laws of the State of Washington both as to interpretation and performance. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement,

or any provision hereto, shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

14. **Compliance with Laws.** The Parties shall observe all federal, state and local laws, ordinances and regulations, to the extent that they may be applicable to the terms of this Agreement.

15. **Non-Discrimination.** No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, national origin, the presence of any sensory, mental or physical disability, or use of a service animal by a disabled person.

16. **Representations and Warranties.** Each of the Parties represent and warrant to the other Parties that the statements contained in this Section are correct and complete as of the Effective Date, will be correct and complete as of the closing dates of the transactions contemplated herein, and shall continue in full force and effect after such closings regardless of what investigations any of the Parties may have made with respect to the subject matter thereof. Each of the Parties acknowledge that the statements contained in this Section are material and are relied upon by the other Parties.

16.1 **Organization.**

- a. The City is a first-class charter city, duly organized and validly existing under and by virtue of the constitution and laws of the State of Washington, and the Charter of the City.
- b. The School District is a first-class school district operating under Title 28A RCW, duly organized and validly existing under and by virtue of the constitution and laws of the State of Washington.
- c. The Library is a public library operating under Chapter 27.12 RCW, duly organized and validly existing under and by virtue of the constitution and laws of the State of Washington.
- d. The Parks is an entity created in Article V of the City of Spokane Charter.

16.2 **Binding Effect.** Each of the Parties has full power and authority to execute and deliver this Agreement, and to perform said party's obligations under this Agreement. This Agreement constitutes the valid and legally binding obligation of each of the Parties and is enforceable in accordance with its provisions. Prior to closing of the transactions contemplated hereunder, each of the Parties shall use best efforts to obtain all consents, permits, approvals, or other authorizations required from any authority in order for said Parties to effectuate the transactions contemplated in this Agreement.

16.3 **Authority of Signatories.** All individuals executing this Agreement on behalf of each of the Parties have the requisite power and authority to do so.

17. **Miscellaneous.**

17.1 **Non-Waiver.** No waiver by any party of any of the terms of this Agreement shall be construed as a waiver of the same or other rights of that party in the future.

- 17.2 **Entire Agreement.** This Agreement contains terms and conditions agreed upon by the Parties. The Parties agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement. No changes or additions to this Agreement shall be valid or binding upon the Parties unless such change or addition is in writing, executed by the Parties.
- 17.3 **Modification.** No modification or amendment to this Agreement shall be valid until put in writing and signed with the same formalities as this Agreement.
- 17.4 **Headings.** The section headings appearing in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall not be deemed to define, limit or extend the scope or intent of the sections to which they pertain.
- 17.5 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.
- 17.6 **Severability.** If any parts, terms or provisions of this Agreement are held by the courts to be illegal, the validity of the remaining portions or provisions shall not be affected and the rights and obligations of the Parties shall not be affected in regard to the remainder of the Agreement. If it should appear that any part, term or provision of this Agreement is in conflict with any statutory provision of the State of Washington, then the part, term or provision thereof that may be in conflict shall be deemed inoperative and null and void insofar as it may be in conflict therewith and this Agreement shall be deemed to modify to conform to such statutory provision.
- 17.7 **Relationship of the Parties.** The Parties intend that an independent contractor relationship will be created by this Agreement. No agent, employee, servant or representative of any of the Parties shall be deemed to be an employee, agent, servant or representative of one of the other Parties for any purpose.

18. **Chapter 39.34 RCW Required Clauses.**

- 18.1 **Purpose.** See Recitals above.
- 18.2 **Duration.** This Agreement shall be effective on the Effective Date and shall continue until terminated in accordance with Section No. 18.7 (Termination).
- 18.3 **Organization of Separate Entity and its Powers.** No new or separate legal or administrative entity is created to administer the provisions of this Agreement.
- 18.4 **Responsibilities of the Parties.** See provisions herein.
- 18.5 **Agreement to be Filed.** The City, Parks, and Library shall file this Agreement with the Spokane City Clerk. The School District shall file this Agreement with the Spokane County Auditor or place it on its web site or other electronically retrievable public source.

- 18.6 **Financing.** Each party shall be responsible for the financing of its contractual obligations under its normal budgetary process.
- 18.7 **Termination.** This Agreement shall terminate on the termination of all five agreements identified in Section No. 19 (Attachments). Each agreement identified in Section No. 19 (Attachments) shall terminate in accordance with its individual terms and conditions.
- 18.8 **Property Upon Termination.** Title to all property acquired by any party in the performance of this Agreement shall remain with the acquiring party upon termination of the Agreement. Jointly acquired property shall be divided in proportion to the percentage share of each party contributing to its acquisition.
19. **Attachments.**
- A. **Agreements Related to Real Property:**
1. Attachment A-1: Real Property Purchase, Sale and Exchange Agreement Between the City and School District;
  2. Attachment A-2: Amendment to Interlocal Agreement Between the City and Library for Land Lease and Use Agreement;
- B. **Agreements Related to Joint Use:**
1. Attachment B-1: Interlocal Agreement for Joint Use Between the Parks and School District;
  2. Attachment B-2: Interlocal Agreement for Joint Use Between the School District and Library;
  3. Attachment B-3: Interlocal Agreement for Joint Use Between the Parks and Library;
- C. **Agreement Related to Operating Costs:**
1. Attachment C-1: Interlocal Agreement for Operating Costs Between the School District and Library.

**IN WITNESS WHEREOF,** the Parties have caused this Agreement to be executed on the date and year opposite their respective signature blocks.



DATED: 7/18/19

**SPOKANE PUBLIC SCHOOLS**

By: Rina McDermott  
Its: Associate Superintendent, School Support Services

DATED: 8/2/2019

**CITY OF SPOKANE**

By: David A. Cunniff  
Its: Mayor

Attest:

Lerni Lofgren  
City Clerk

Approved as to form:

Michael C. Cusley  
~~Assistant~~ City Attorney

DATED: 7/15/19

**CITY OF SPOKANE PARK BOARD**

By: [Signature]  
Its: President

DATED: 7/16/19

**SPOKANE PUBLIC LIBRARY**

By: [Signature]  
Its: Chair



I HEREBY CERTIFY THIS IS A TRUE AND ACCURATE COPY  
OF THE ORIGINAL WHICH IS ON FILE IN THE OFFICE  
OF THE CITY CLERK

Lerni Lofgren 8/9/19  
CITY CLERK DATE  
SEAL: CITY OF SPOKANE  
COUNTY OF SPOKANE  
STATE OF WA