

**INTERLOCAL AGREEMENT BETWEEN
SPOKANE PUBLIC SCHOOLS AND
SPOKANE PUBLIC LIBRARY
OPERATING AGREEMENT**

1. **Parties.** This Agreement is entered into by and between Spokane Public Schools, legally referenced as Spokane School District No. 81 ("District"), a Washington state municipal corporation, whose address is 200 North Bernard Street, Spokane, WA 99201, and the Spokane Public Library ("Library"), a public library operating under Chapter 27.12 RCW, whose address is 906 West Main Avenue, Spokane, WA 99201.

2. **Authority and Purpose.** The Revised Code of Washington, Chapter 39.34, recognizes and authorizes local government units to make agreements for joint performance of functions and activities which they have the authority to perform.

The intent of this Agreement is to promote maximum public utilization of public facilities and grounds owned by the Library and District within the ability of their available budgets and legal restrictions in order to best accommodate their respective activity programs and for provision of adequate facilities for the leisure, enrichment and well-being of the community; thus minimizing the economic waste of providing duplicate land and facilities at the expense of the common taxpayer.

This Agreement clarifies the responsibilities and obligations of each party for sites with regularly scheduled ongoing use by the other party.

This purpose includes coordinated planning for new acquisitions and facilities, particularly in the area of schools and libraries. Each party will be constructing or renovating their respective shared facilities and developing programs and services. The coordinated planning between the parties for the shared facilities and the development of the programs and services will result in subsequent amendments to this Agreement to provide further provisions for the shared use of these facilities.

3. **Administration.** The parties acknowledge that regular ongoing communication is vital to the success of the collaboration and administration of this Agreement. This joint undertaking shall be conducted by the parties according to the terms of this Agreement and jointly administered by the District Superintendent or designee and the Library Executive Director or designee. The following joint meetings of the parties shall occur throughout the term of this Agreement:

3.1 **Meetings.** District and Library staff involved with the direct provision of services will meet a minimum of three times a year, in person, to address issues regarding delivery of services under this Agreement.

3.2 **Coordinator of Services.** Each party hereby designates the following persons to be its Coordinator of Services:

District: Associate Superintendent, School Support Services (509-354 7272)

City: Library Executive Director (509-444-5305)

The parties agree that Coordinator of Staff duties can be delegated to staff by notice in writing to the other party.

4. **Duration.** This Agreement shall remain in force upon execution and filing through August 31, 2024, with automatic annual renewals thereafter from September 1st through August 31st unless terminated earlier as provided for in Paragraph 13 below.

5. **Definitions.**

5.1 **Ownership.** Title to property.

5.2 **Construction.** The project design, project management and all costs and liability associated with construction of a facility.

5.3 **Shared Facilities.** Facilities that are accessed under this agreement. Facilities that have long term use of dedicated space, much like a leased space.

5.3.1 Library facilities include but are not limited to:

5.3.1.1 Sprague Branch, known as "The Hive"

5.3.1.2 Shadle Park Branch

5.3.2 School facilities include but are not limited to:

5.3.2.1 Shaw Middle School

5.4 **Shared Maintenance and Operation Costs.** Ongoing operational costs for regularly scheduled usage on a long-term basis of a facility. Shared costs include but are not limited to custodial, maintenance, consumables and equipment.

5.5 **Joint Use.** One time or limited period of usages scheduled and accessed under separate agreement, Interlocal Agreement Between Spokane Public Schools and Spokane Public Library Regarding Joint Use of Facilities.

6. **Facility Construction and Ownership.**

6.1 Facility ownership will be retained by each party possessing title to the respective property.

6.2 Facility design will be collaborative with each party participating in the design team of the "shared facilities."

6.3 Construction costs will be the obligation of the property owner.

6.4 All costs and liability associated with the construction is the responsibility of the respective owner.

6.5 Each facility shall be equipped with the HVAC and other operating systems that are standard for the owning entity.

6.6 The facility owner shall control the final design and construction, as well as determining the construction schedule.

7. Facility Operations, Cleaning and Maintenance.

- 7.1 Routine cleaning is the responsibility of the property owner.
- 7.2 Routine maintenance is the responsibility of the property owner.
- 7.3 Major maintenance projects or other major improvements shall be presented and jointly approved with funding to be determined per Section 3.

8. Facility Scheduling. Facility scheduling shall be through each Party's facility scheduling system. See **Exhibit A** for additional detail.

9. Shared Costs.

- 9.1 All shared costs shall be reviewed annually at a joint meeting. See Section 3.
- 9.2 Incremental costs resulting from use under this agreement shall be estimated annually with the cost sharing agreed upon by the parties.
- 9.3 Unexpected costs shall be communicated immediately for determination on cost sharing.

10. Rights and Responsibilities of Both Parties.

- 10.1 **Compliance with Rules and Laws.** The parties shall comply with all applicable laws, ordinances and regulations as well as applicable local policies and procedures. The District is a tobacco free, drug free, and weapon free environment. Employees, patrons and agents of the parties who use or participate in activities pursuant to this Agreement shall conform to the policies applicable to the host party at all times.

10.2 Supervision and Inspection.

- 10.2.1 With regard to any programs or activities engaged in under this Agreement, neither party shall have supervisory responsibility over the other party's programs, activities, employees, agents, representatives, volunteers, guests, licensees, invitees. Any party has the right to withhold use of facilities under this Agreement until that party is provided a written statement to its satisfaction designating who is supervising a program or activity along with the details of supervision for a program or activity.

- 10.2.2 Each party is solely responsible for inspecting the other party's facilities or property prior to use to identify any defects or hazards therein or thereupon which may render the facilities or property not reasonably safe for the intended use. Upon identifying any such unsafe defects or hazards, the party shall refrain from using the facilities or real property until the defects or hazards are brought to the attention of the owning party and are removed, repaired, or otherwise made safe by the owning party.

- 10.3 **Utilities.** The party owning the facility shall furnish all necessary utilities, including internet access unless otherwise agreed during construction design.

10.4 Equipment and Supplies.

10.4.1 The equipment used during and for all programs and activities conducted under the terms of this Agreement shall, for the most part, be furnished by the party who owns the property, except consumable equipment and supplies shall be provided by the using party. District-owned or City-owned equipment which is not easily moved may be used by the using party. The using party shall be responsible for any damage to the equipment (other than normal wear and tear) and shall repair or replace the equipment so that it is returned to a condition as good as or better than the condition prior to damage.

10.4.2 Regardless of which party has furnished equipment or supplies, the using party shall be solely responsible for inspecting all such equipment and supplies prior to usage and is solely responsible for assuring that the equipment and supplies are in reasonably safe condition and appropriate for intended use.

10.4.3 The using party is solely responsible for inspecting the other party's facilities or real property to identify any defects or hazards therein or thereupon which may render the facilities or real property not reasonably safe for the using party's intended usage. Upon identifying any such unreasonably unsafe defects or hazards, the using party shall refrain from using the facilities or real property until the defects or hazards are brought to the attention of the owning party by the using party, and are removed, repaired, or otherwise made safe by the owning party.

10.5 Manner of Financing, Budgeting, and Billing. One objective of this Agreement is to minimize billings and rental agreements between the parties; however, if it is more convenient for the using party to pay incurred cost for specific events/use, that party may do so at its option. The annual cost of such events/use shall be based upon a general rule of 'Direct Cost.' This requires that each party maintain sufficient records to determine the Direct Cost that was incurred by and due to each party's use of facilities during the previous year. Direct Cost shall include direct incremental costs such as labor, supervision, custodial, maintenance, utilities, or a percentage of total use times the total costs. Items such as depreciation, debt retirement, normal wear and tear, and utilities that will occur regardless of use by the other party, may not be included as a cost to the using party. Usages which will create Direct Cost will be identified, costs estimated, and notification given to the user at the time of reservation.

10.6 No Dual Employment. Nothing contained in this Agreement, or related documents shall be construed as creating any form of an employment relationship between the parties, or the agents, officers, volunteers or employees of the parties. The officers, agents, employees or volunteers of each party shall not be entitled to any rights or privileges of employment with the other party.

10.7 Nondiscrimination. 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, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities.

10.8 ADA Requirements. Each party is responsible for its own facilities' compliance with ADA requirements. If the District receives an accommodation request relating to use of a City facility, it will notify the City of the request, and vice versa. The parties will cooperate to respond to and resolve any accessibility complaints.

10.9 Damage to Property. When either party to this Agreement shall use, operate, occupy, or have the care, custody, or control of any facility owned by the other party, the party using the facility or grounds shall bear any risk, loss, or damage to the facility or grounds being used up to the amount of damage.

11. Assignment/Binding Effect. Performance of any or all aspects of this Agreement may not be assigned without written authorization by all the parties. Likewise, neither party may assign its respective rights to any claims or actions arising out of or relating to this Agreement without written authorization.

12. Integration/Modification/Supersession. This Agreement constitutes the entire and exclusive agreement between the parties regarding this matter and no deviations from its terms shall be allowed unless a formal, written, mutual amendment occurs between the parties. No modification of this Agreement shall be valid unless the written modification is first provided via certified mail or personal delivery to each of the parties listed in Section 13.3 of this Agreement. Actual receipt by either party constitutes compliance with the requirement to send by certified mail or personal delivery.

13. Termination/Written Notice.

13.1 Termination Notice. This Agreement may be terminated with one hundred eight (180) days written notice by either party for a material breach of this Agreement. In its written notice of termination, the terminating party shall provide the basis for the material breach. The non-terminating party shall have the opportunity to rectify the material breach within the 180 day time period. The parties shall engage in the mandatory dispute resolution provision in Section 14 of this Agreement prior to termination of the Agreement.

13.2 Recipients of Termination Notices. Notice shall be sent to the parties as follows:

District: Office of School Support Services
Associate Superintendent, School Support Services
Spokane Public Schools
200 North Bernard Street
Spokane, WA 99201-0282

Library: Spokane Public Library
Executive Director
906 W Main Ave
Spokane, WA 99211

13.3 **Shared Facilities Disposition.** In the event of cancellation of this Agreement, the parties shall agree to negotiate in good faith for the use of shared facilities or facilities in which the party has invested.

13.4 **Financial Crisis.** In the event of a financial crisis, declared by resolution of the governing body of either party, that party reserves the right to terminate this Agreement upon one hundred eighty (180) days notice to the other party.

14. **Mandatory Dispute Resolution.** In the event that a dispute shall arise regarding the terms, conditions, or breach of this Agreement, the parties shall, as a condition precedent to taking any action mediate the dispute using the services of a mutually agreed upon independent mediator. The parties shall equally split the expenses of the mediator and the facility for the mediation. Each party shall otherwise pay its own expenses.

15. **Governing Law/Venue.** The terms of this Agreement shall be governed by the laws of the State of Washington. In the event that legal action is commenced to resolve a dispute arising out of this Agreement, the venue of such action shall be in Spokane County, Washington.

16. **Authority to Sign and Obligate.** The undersigned represent and warrant that they are authorized to enter into this Agreement on behalf of the parties.

17. **Effective Date of Agreement.** This Agreement shall not become effective unless and until it is properly executed by the parties and all filing requirements are met.

18. **RCW 39.34 Required Clauses.**

18.1 **Purpose.** See Section 2 above.

18.2 **Duration.** See Section 4 above.

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 **Administration.** See Section 3 above.

18.5 **Responsibilities.** See provisions above.

18.6 **Agreement to be Filed.** The Library shall file this Agreement with its City Clerk or place it on its web site or other electronically retrievable public source in accordance with state law. The District shall file this Agreement with its Secretary or place it on its web site or other electronically retrievable public source.

18.7 **Financing.** Each party shall be responsible for the financing of its contractual obligations under its normal budgetary process.

18.8 **Termination.** See Section 13 above.

18.9 **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.

SPOKANE PUBLIC SCHOOLS

Linda McDermott
Dr. Linda McDermott
Associate Superintendent, School Support Services

7/17/2019
Date

SPOKANE PUBLIC LIBRARY

Andrew Chanse
Andrew Chanse
Executive Director

7-16-19
Date

Attest:

Terri Hefter
City Clerk

Approve as to form:

Michael P. Pardo
Assistant City Attorney



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

Terri Hefter 8/9/19
CITY CLERK DATE

SEAL: CITY OF SPOKANE
COUNTY OF SPOKANE
STATE OF WA

EXHIBIT A

Spokane Public Schools (SPS) Spokane Public Library (Library) Joint Use of Facilities Scheduling Procedures

I SPS/Library Scheduling Procedures for Long-Term Use

- a. Floor plan of spaces for long-term use to be added as exhibits as facilities are constructed/remodeled.
- b. Floor plan must contain dimensions of space.
- c. Access points for after-hours entry must be identified.
- d. Storage spaces not contiguous with the space will be separately identified.
- e. Floor plan will be annually reviewed and adjusted as needed.

II Use of Conference Spaces on an Ongoing Basis

- a. Property owner has first priority for scheduling their facilities. Second priority is given to the joint use partner under this agreement.
- b. Use of the large conference space at The Hive will be for District meetings and professional development. Use of conference space at Shaw Middle School and the Shadle Park Library Branch will be requested and scheduled as needed.
- c. Use of conference space shall be scheduled through the online scheduling system used by Library and use of the SPS scheduling system.
- d. SPS use of conference space on a regular basis shall be scheduled annually by June 1 for the period of September 1- August 31.
- e. Use scheduled after June 1 will be based on availability.
- f. Additional detail of scheduling requirements may be added or modified during the annual meetings.
- g. Use of all facilities other than the facilities specifically identified in this agreement are accessed under the Joint Use Agreement.

III Required Time-Line

There will be a required annual meeting no later than the first week of August to establish deadlines for the year. An agenda with required topics is included as **Exhibit B**.

IV. Facility Use Cancellations or Changes

- a. Cancellation and changes of scheduled events must be communicated to the facility owner at least three (3) working days prior to the event.
- b. In the event of a scheduling conflict, the facility owner must notify the user and relocate or reschedule the cancelled event. Cancellation for a conflict should be communicated at least five (5) days prior to an event.
- c. Library facilities changes to scheduled events shall be submitted through e-mail to the scheduler at athleticfieldallocations@spokanecity.org.

EXHIBIT B

SPL/SPS Annual August Meeting Agenda

(Meeting to be held no later than the first week of August year)

1. Update contact list
2. Review school calendar
3. Discuss needs of each program and problems solve any challenges
4. Review deadlines for priority submission of schedules
5. Review scheduling details
6. Review rules for use and process for collection of signed rules
7. Review current rate schedules for direct costs
8. Facility/field projects that impact availability
9. Discuss any program changes that may impact other programs
10. Changes to facility/program hours
11. Equipment, maintenance and other needs
12. Discuss any operational changes or concerns
13. Other

Agenda meeting notes to be distributed to all meeting participants by e-mail and retained as documentation of operating protocols.