

**INTERLOCAL AGREEMENT FOR SCHOOL DISTRICT BOARDROOM RENTAL
BETWEEN THE CITY OF DUVALL AND RIVERVIEW SCHOOL DISTRICT**

THIS AGREEMENT is between the Riverview School District No. 407, hereafter "the District," and the City of Duvall, hereafter "the City," is dated for reference purposes this 26th day of July, 2016.

I

WHEREAS, the District and the City find it is in their mutual best interests to share the District Boardroom while the City is building a new facility, and

WHEREAS, the parties may enter this Agreement under the Interlocal Cooperation Act, chapter 39.34 RCW,

NOW THEREFORE, In consideration of the foregoing association and the mutual promises contained herein, it is agreed as follows.

II

AGREEMENT

1. The Duvall City Council may use the District Boardroom on non-School Board meeting Tuesday nights up to two times monthly, during the hours of 5:00 p.m. to 8:30 p.m. Every effort will be made by the City to vacate the building by 8:30 p.m. coinciding with the end of the custodian's shift when the building becomes armed for security purposes. If additional time is needed past 8:30 p.m., the room will be available at an overtime rate of \$30 per hour.
2. The Duvall City Council may schedule one of the professional development ("PD") rooms on an as-needed basis for special workshops and/or executive sessions coinciding with their regularly scheduled City Council meetings. If it is anticipated that use of a PD room will be needed, the City will contact the Facility Use Coordinator to schedule the room at least one week in advance. The room will be available at 6:30 p.m. or later. The City may check with the District the day of the City Council Meeting and reserve a PD room for set up and use as early as 5:00 p.m. if it is available. The charge for PD room use shall be set at the then current C-1 rate (Non-Profit Groups and Organizations), which is currently \$18 per hour.
3. The City agrees to pay the District a fee of \$200 per night if the City provides its own sound system. Alternatively, the City may use the District's sound system for an additional fee of \$60 per night (total fee of \$260). This fee does not include any costs incurred by the City for going past the exit time of 8:30 p.m.
4. The term of this Agreement shall commence upon mutual execution and remain in force unless terminated by either party upon 30 days written notice to the other.

5. The mutual benefit to be derived by each party from sharing the Boardroom is the sole consideration of this agreement. Any other use of the District facilities beyond those contemplated herein shall be subject to the respective policies of the District and shall be considered outside of the Agreement.
6. No food is allowed in the Board member seating area.
7. The City shall repair or replace property damaged or destroyed by the act or omissions of the City, its guests, agents, or invitees. All user-owned equipment and materials shall be removed from the District's boardroom after each use, unless prior arrangements have been made between the parties. The City will be able to utilize a small cabinet located in the Boardroom for storage purposes at no additional charge.
8. The City shall defend, indemnify, and hold harmless the District, its officers, agents and employees, against any and all losses, claims, damages, fines, penalties, liabilities and expenses arising out of or in any way resulting from injury to and person or property resulting from the use of the City, except for those losses, claims, damages fines, liabilities, or expenses arising from the District's negligence.
9. The City shall provide the District evidence of Comprehensive General Liability insurance naming the District as certificate holder. The City's insurance shall be primary and written with limits of Five Hundred Thousand (\$500,000) Combined Single Limits, per occurrence.
10. If either the City or the District believes that the other party is not fulfilling the obligations established by the Agreement, that party shall give written notice of its complaint to the other party. The party receiving the complaint shall, within 15 calendar days, correct the situation and confirm the correction in writing or reject the complaint explaining the mitigating circumstance, and why a remedy cannot be achieved. If the District and the City initial representatives are unable to resolve the complaint, the District's Director of Business and Operations and the City's Mayor or designee shall need to resolve the complaint. If sent by mail, the notice shall be sent to the respective parties at the addresses set forth below.

City: Matthew Morton
 City Administrator
 City of Duvall
 PO Box 1300
 Duvall, WA 98019

District: Dr. Anthony Smith
 Superintendent
 Riverview School District
 PO Box 519
 Duvall, WA 98019

11. The rights of either the District or the City under this Agreement shall not be assignable.
12. This Agreement contains the entire agreement of the parties, and there are no other agreements, oral or otherwise, regarding the subject matter of the Agreement, provided, the District Superintendent and the City Administrator may confirm in writing any protocols that may be agreed upon for implementation of this Agreement.

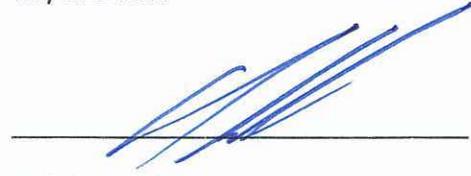
Riverview School District No. 407

City of Duvall



Dr. Anthony L. Smith, Superintendent

Signed: 08.02.16



Will Ibershof, Mayor

Signed: 8/17/16

* This agreement supercedes the previous interlocal agreement agreed upon in 2015.