

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF ARLINGTON
AND ARLINGTON SCHOOL DISTRICT NO. 16
CONCERNING PICKLEBALL COURTS**

THIS AGREEMENT, made and entered into this 12 day of December, 2023 by and between **ARLINGTON SCHOOL DISTRICT NO. 16** (hereinafter referred to as “School District”) and the **CITY OF ARLINGTON** (hereinafter referred to as the “City”);

WITNESSETH:

WHEREAS, Arlington School District is the owner of property located at Haller Middle School, south of 3rd Street and west of Stillaguamish Avenue (“the Property”); and

WHEREAS, the City is seeking to build pickleball courts at this location; and

WHEREAS, the pickleball courts would be available to staff and students and community members; and

WHEREAS, the pickleball courts will provide recreational opportunities for students, and community members;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the City and Arlington School District hereby agree as follows:

ARTICLE I. PURPOSE

This purpose of this agreement is to formalize an agreement whereby the City will create pickleball courts in a location on the Property. The pickleball courts will be managed by the City of Arlington. The pickleball courts will be shared by school staff, students and community members. The pickleball courts will be available to the public as a recreation facility weekdays after 3:00 p.m. and from dawn to dusk on weekend days during the school year, and from dawn to dusk when school is not in session.

ARTICLE II. CITY OF ARLINGTON RESPONSIBILITIES

The City agrees to:

1. Construct 6 pickleball courts with fencing and informational signage on the Property.
2. Provide online webpage with information.
3. Maintain all fixtures and improvements in good condition and repair.

ARTICLE III. SCHOOL DISTRICT RESPONSIBILITIES

The School District agrees to:

1. Provide the Property as described in attached Exhibit "A" for use as pickleball courts.
2. Allow access to the pickleball courts by the public during the school year (weekdays after 3:00 p.m. to dusk and weekends, from dawn to dusk), and when school is not in session, allow access to the public from dawn to dusk.
3. Provide parking areas for users of pickleball courts.

ARTICLE IV. AGREEMENT BETWEEN BOTH PARTIES

Both the School District and the City agree to:

1. Meet when issues arise and discuss acceptable solutions.

ARTICLE V. TERM AND TERMINATION

This agreement shall become effective upon mutual execution and remain in effect for a period of fifteen (15) years, or until both parties have agreed in writing to terminate the agreement.

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 Superintendent, the City Administrator, their agents and employees 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.

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

8.1 **PROPERTY OWNERSHIP:** The real property shall remain under the ownership of the Arlington School District.

8.2 **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.

8.3 **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.

8.4 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
Chrys Sweeting (Oct 12, 2023 10:59 PDT)
Dr. Chrys Sweeting, Superintendent Arlington
School District No. 16

Date: Oct 12, 2023

CITY OF ARLINGTON

By: Barbara Tolbert
Barbara Tolbert, Mayor

Date: 12/19/23

Exhibit "A"



