

**INTERLOCAL COOPERATIVE AGREEMENT
BETWEEN
CITY OF ANACORTES AND ANACORTES SCHOOL DISTRICT**

This Interlocal Agreement is entered into this 9th day of May 2013 between the City of Anacortes, a Washington municipal corporation, herein after referred to as "City" and the Anacortes School District, a Washington municipal corporation, hereinafter referred to as "ASD #103", pursuant to the authority granted by Chapter 39.34 RCW.

Whereas, the City has started a Community Garden Program with the first one located at the park at 29th and Q Ave; and

Whereas, ASD #103 is the owner of certain real property in Anacortes located at Anacortes Middle School, near 22nd Street and M Avenue; and

Whereas, the City is seeking to expand the Community Garden Program with a new garden located at the Anacortes Middle School; and

Whereas, the Anacortes Middle School Garden would be available to both staff and students at the school and community members to use in compliance with hours authorized by ASD #103; and,

Whereas, the garden will provide recreational and opportunities for students, staff and community members and allow for the growing healthy foods;

Now, therefore, in consideration of the mutual covenants contained herein, the City and the ASD #103 agree as follows:

AGREEMENT

1. Effective Date/Duration. This Agreement shall become effective on full execution hereof, and shall expire upon when either party desires to end this particular partnership.
2. Administration. The below named individuals are designated as the representatives of the respective parties. The representatives shall be responsible for administration of this Agreement. In the event a representative is changed, the party making the change shall notify the other party.

The City's representative shall be:
Jon Lunsford
Anacortes Parks and Recreation
PO Box 547
Anacortes, WA 98221

ASD #103's representative shall be:

Kecia Fox
Anacortes Middle School and High School
2200 (?) M Avenue
Anacortes, WA 98221
kfox@asd103.org

All notices mailed by regular post shall be deemed to have been given on the second business day following date of mailing, if property mailed and addressed.

3. Purpose: The purpose of this Agreement is to formalize an agreement whereby the City will work with ASD #103 to create a community garden in a location on school grounds identified by District staff. The garden will be shared by school staff and students as well as community members. Use by students will occur during the hours of 7:00-2:30 on days school is in session. Use by community members will be anytime outside of those hours.

4. Construction: The City agrees to assist with the construction necessary to get irrigation water to the garden. Volunteers may then construct the irrigation infrastructure within the garden. The City and School will work together on decisions about garden design within the fenced area.

5. Maintenance: The City will work with District staff, garden members and volunteers to maintain the garden site including the area within the garden fence and perimeter beds. ASD #103 will continue to maintain the area outside of the garden and perimeter beds. The City will pay for irrigation for the garden and supply wood mulch or gravel as needed for pathway maintenance in the garden. If a port-a-pottee is determined to be a necessity for the orderly operation of the garden, the City will provide for this during summer months. As other issues arise, the City and ASD #103 will meet regularly discuss acceptable solutions.

6. Garden Participant Waiver: Community Garden members shall sign an agreement when they sign up for a garden plot which will indemnify both the City and ASD #103.

7. Modifications: This Agreement may be modified only by the consent of each party.

8. Venue and Choice of Law: In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such litigation shall be in the Superior Court of the State of Washington in and for the County of Skagit. This Agreement shall be governed by the laws of the State of Washington.

9. No Separate Legal Entity: No separate legal entity is created hereby, as each of the parties is contracting in its capacity as a municipal corporation of the State of Washington.

10. Severability: If any term or condition of this Agreement or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

11. Waiver: Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No terms or conditions of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

11. Entire Agreement: This written agreement represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

9th IN WITNESS WHEREOF, the parties have signed this Agreement as of this
Day of ~~March~~ May 2013.

ANACORTES SCHOOL DISTRICT

Patricia Harrington

CITY OF ANACORTES

Dean Murphy

ATTEST:

Steven D. Hoglund
Steven D. Hoglund, City Clerk Treasurer