MEMORANDUM OF UNDERSTANDING

Between THE SOUTH WHIDBEY SCHOOL DISTRICT NO. 206, THE CITY OF LANGLEY, and THE PORT DISTRICT OF SOUTH WHIDBEY ISLAND,

Regarding THE COOPERATIVE USE OF CERTAIN FACILITIES AND PROPERTY.

This Memorandum of Understanding (MOU) is entered into by and between South Whidbey School District No. 206, hereinafter referred to as the "School District" a second-class Washington State School District, the City of Langley, a Municipal Corporation, hereinafter referred to as the "City", and the Port District of South Whidbey Island, a Municipal Corporation, hereinafter referred to as the "Port", all three of which, hereinafter referred to collectively as the "Parties", are organized and existing under the laws of The State of Washington and located in Island County.

RECITALS

WHEREAS, the revised Code of Washington, Chapters 39.34 and 39.33 authorizes local governments, including school districts and municipal corporations, to enter into agreements for the purposes of providing services and facilities to meet the various needs and ongoing development of each party; and

WHEREAS, the revised Code of Washington, Chapter 28A.335 provides that a school district may permit the rental, lease or use of surplus school property by others under certain conditions and restrictions including that such rental, lease or use does not interfere with conduct of the district's educational program and related activities and that the school district must be able to recapture the property should it be needed for school purposes in the future; and

WHEREAS, all three municipalities own facilities and have service responsibilities on the south end of Whidbey Island within the City of Langley; and

WHEREAS, it is in the public interest to maximize the use of School District, City, and Port facilities and services; and

WHEREAS, cost savings to tax payers can be achieved through the sharing of facilities and services between the Parties; and

WHEREAS, joint use of facilities provides for optimized utilization of facilities, avoids duplication, and allows tax dollars to be shifted to other essential services and programs; and

WHEREAS, collaborative programs between the Parties improve the quality of life on the south end of Whidbey Island, strengthen the community, and help ensure the mutual success of the Parties;

NOW, THEREFORE, the Port, the City, and the School District hereby agree that there is public benefit to improved and cooperative use of public facilities, and that the Langley Middle School parking areas provide an opportunity to establish a mutually beneficial cooperative joint use, as follows:

ARTICLE I: PURPOSE AND SCOPE OF MOU
The Port owns and operates a marina in the City of Langley at the foot of Wharf Street under an Interlocal Agreement with the City of Langley. Pursuant to said Interlocal Agreement the Port and the City are in the process of pursuing grant funding for expansion of the boat harbor, to include improved boat launching facilities for transient boater use. A limiting factor in the expansion of the marina is the availability of upland property for the purposes of parking for marina users, including the parking of vehicles and trailers following the launching of boats.

The School District operates the Langley Middle School (LMS) in the City of Langley. The LMS site was previously used for school bus barn parking and school bus maintenance purposes. The School District now owns and operates their primary school bus barn parking and school bus maintenance facility outside of the City of Langley, leaving this large parking area at LMS potentially available for general public use such as by marina users.

The City is in the process of securing funding for a pedestrian tramway (funicular), which would provide a convenient connection between the marina and parking on the School District property.

The Port and the City therefore desire to enter into negotiations for an Interlocal Agreement ("ILA" or "Agreement") with the School District with the goal of utilizing the former school bus barn parking area at LMS for marina parking. The Port and the City agree to give priority to the School District for student bus pick up and drop off, School District event parking, and other event parking such as but not limited to the Island County Fair. The Port and the City agree to work with the School District to identify and undertake improvements to the parking lot that are deemed necessary by the Parties for the safe operation of a marina parking lot. Such potential improvements may include but are not limited to improved surface water drainage control and treatment, pavement restoration, signage, and landscaping.

ARTICLE II: TERMS AND CONDITIONS TO BE ESTABLISHED FOR ILA

The Superintendent of the South Whidbey School District, the Mayor of the City, and the President of the Board of the Port of South Whidbey and their respective staffs are hereby authorized to address and negotiate the Terms and Conditions for operational guidelines, administrative procedures and legal parameters for the cooperative use of available LMS parking areas. These Terms and Conditions are intended to serve as the functional framework of a comprehensive Interlocal Agreement to be signed by the three Parties upon completion of the appropriate negotiations. The Terms and Conditions shall address issues relating to sharing facilities and resources controlled or owned by the Parties. Subjects to be addressed include but are not limited to, the following:

1. Purpose of Agreement
2. Administration of Agreement and communication protocol
3. Identification of property or facilities subject to Agreement
4. Baseline conditions of property or facilities and identification of any necessary improvements to accommodate use of such property or facilities.
5. Scope of use of property or facilities;
6. Access to property or facilities;
7. Charges, cost, or fees for use of property or facilities;
8. Site improvements and ownership of improvements;
9. Maintenance responsibilities;
10. Duration of use or access and renewal options;
11. Times and dates of use or access
12. Prioritization of uses of property or facilities and procedures for resolution of conflicts in use.
13. Security
14. Liability and insurance coverage
15. Establishment of maintenance or special funds, if necessary
16. Dispute resolution procedures
17. Termination of Agreement and disposal of property upon such termination
18. Procedures for approval and adoption of Agreement, including any public notice/comment period

ARTICLE III: EFFECTIVENESS, DURATION AND TERMINATION
This MOU shall become effective upon approval of the Parties and shall remain in effect until it is superseded by the adoption of the intended ILA or until 30-days after any Party provides written notice to all of the other Parties of intent to terminate negotiations of ILA.

ARTICLE IV: ADMINISTRATION
This MOU shall be administered for the City by the Public Works Director, for the Port by the Port Manager, and for the School District by the Business & Operations Executive Director.

ARTICLE V: INTEGRATION CLAUSE
This MOU contains all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this MOU shall be deemed to exist or to bind any of the Parties. All Parties have read and understand this Memorandum of Understanding and now state that no representations, promises or agreements not expressed in this MOU have been made to induce the other to execute the same.

ARTICLE VI: REAL AND PERSONAL PROPERTY
No real or personal property is exchanged, leased or otherwise transferred by operation of this MOU. Any real or personal property used by any of the Parties in connection with this MOU will be acquired, held, and disposed of by that Party in its discretion, and the other Parties will have no joint or other interest therein.

ARTICLE VII: COMPLIANCE WITH LAW

The Parties, in the performance of this MOU, agree to comply with all local, state, or federal laws and regulations applicable to the activities contemplated herein.

ARTICLE VIII: NOTICES

All required notices to be given under this MOU shall be delivered to the parties at the addresses listed below. Notices sent by registered mail shall be deemed served when deposited in the U.S. mail.

[name of person]
City of Langley
P.O. Box 366
Langley, WA 98260

[name of person]
Port of South Whidbey
PO Box 872,
Freeland, WA 98249

[name of person]
South Whidbey School District
PO Box 346 / 721 Camano Ave
Langley, WA 98260

ARTICLE IX: INTERLOCAL COOPERATION ACT

The Parties agree that no separate legal or administrative entities are necessary in order to carry out this MOU. If determined by a court to be necessary for purposes of the Interlocal Cooperation Act, Ch. 39.34 RCW, an administrator or joint board responsible for administering such an Agreement will be established by mutual agreement.

ARTICLE X: PUBLIC NOTICE

Within 10 days of the execution of this Memorandum of Understanding by the Parties, a copy of the executed MOU shall be posted on the web sites of the Parties or other electronically retrievable public source.
ARTICLE XI - NEUTRAL AUTHORSHIP

Each of the provisions of this MOU has been reviewed and negotiated, and represents the combined work product of all Parties hereto. No presumption or other rules of construction, which would interpret the provisions of this MOU in favor of or against the Party preparing the same, shall be applicable in connection with the construction or interpretation of any of the provisions of this MOU.

ARTICLE XII - FINANCIAL RESPONSIBILITY

The Parties anticipate that certain costs may be incurred during the development of the Terms and Conditions and/or the final ILA, including inspection of the proposed property or facilities and possibly certain consultant services. Each party will bear financial responsibility for its own costs during negotiations of the Terms and Conditions and ILA. Any outside costs will be shared equally between the Port and the City.

ARTICLE XIII - AUTHORITY TO EXECUTE MOU

The signatories below certify that they have the authority to enter into this MOU and to bind the Parties to the terms and conditions of this MOU.

ARTICLE XIV - SEVERABILITY

Should any part, term or provision of this MOU be determined by a court of competent jurisdiction to be invalid, the remainder of this MOU shall not be affected, and the same shall be continued in full force and effect.

AUTHORIZING SIGNATURES

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed as of the date herein written.

SCHOOL DISTRICT

By: ________________________________

Steve Scoles, Chair of the Board
South Whidbey School District #206

CITY

By: ________________________________

Larry Kwarsick, Mayor
City of Langley, Washington
Island County, Washington

Date: ______________________

PORT

By: ______________________

Curt Gordon, President of the Board
Port District of South Whidbey Island
Island County, Washington

Date: ______________________