

**Partnership Umbrella Agreement
Between
Spokane Public Schools
City of Spokane
and
Spokane Public Library**

I. Parties

The parties to this “Partnership Umbrella Agreement” (“Partnership Agreement”) are the Spokane School District, a first-class school district operating under Title 28A RCW (“School District”), the City of Spokane, a First Class Charter city operating under Art. XI, § 10 of the Washington State Constitution (“City”), and the Spokane Public Library, a public library operating under Chapter 27.12 RCW (“Library”), collectively referred to below as the “Parties”.

II. Purpose

The purpose of this Partnership Agreement is to set forth the preliminary interest and understandings of the Parties with respect to a collaborative joint venture allowing for the investment in and development of new and renovated public school facilities, library facilities and recreational facilities, all of which will be used jointly by City, Library, and School District constituents. The above are hereinafter referred to as the “Projects”. In addition, this Partnership Agreement also describes generally the roles, rights and responsibilities of the Parties to the partnership, as well as the additional documents and tasks necessary to carry out the Projects. This Partnership Agreement anticipates the Parties entering into subsequent definitive agreements providing for all of the terms, covenants, conditions, and understandings of the Projects. The Parties represent to each other that upon the execution of this Partnership Agreement, they will individually and collectively exercise good faith and best efforts to take all actions reasonably necessary to fulfil the terms and intent set forth herein below, subject to necessary approvals of the above-referenced agreements.

By way of clarification, the parties to this Agreement are not forming a legally recognized partnership, but instead are agreeing to a collaborative relationship for the mutual benefit of all entities and their constituents. In the performance of this Partnership Agreement, the Parties, and their respective officers, employees, agents, or subcontractors shall not be considered employees or agents of the other party.

III. Relationship Elements

The relationship among the parties contains three (3) major elements:

A. Projects:

1. Property Transfers/Leases:

The relationship will result in the School District and City transferring and/or leasing property, including but not limited to: (i) land currently owned by the City adjacent to Mullan Road Elementary School; (ii) land currently owned by the City on North Foothills Drive; (iii) land currently owned by the City but subject to an option by the School District where Joe Albi Stadium currently sits; and (iv) land currently owned by the School District adjacent to the Libby Center.

The property transfers/leases will allow the School District to construct three new middle schools. The three new middle school would house 6th, 7th, and 8th grade students, thus

creating space at various elementary schools and allowing for desirable class size reduction at those elementary schools.

The property transfers/leases will further allow the School District to build a new and improved Stadium facility.

In addition, the School District will allocate space and/or transfer/lease property for Library facilities including, but not limited to, Shaw and Libby sites. This will allow for the development of joint use facilities that will benefit both the District and the Library.

2. Joint Facility Usage

The partnership will provide for significant enhancement of current joint usage as to school facilities, library facilities, and recreational facilities.

3. Financing:

The partnership will allow investment in the Projects by the School District, City, and Library.

B. Partnership

1. A successful public partnership will enhance the partner's impact and effectiveness by:

- Combining Resources
- Combining Competencies (strengths, knowledge, expertise)
- Promoting Innovation
- Building Community Alliance and Trust
- Sharing Risk/Control/Credit
- Promoting Collaboration and Communication

2. Key Tenets of the City/SPS Partnership:

- Each partner entity has a vested interest and a responsibility to assure the success of our partner(s).
- The communities we each serve expects us to provide the greatest value for the tax dollars that the community provides.
- The partner entities are stewards (not owners) of the public's funds, property, facilities and services.
- Problems and challenges are better solved when they are shared and shouldered together by the partners.
- Partners should strive to speak together with one voice whenever possible, while recognizing the distinct missions of each organization.

C. Process and Structure:

1. Partnership Structure (See attached for Membership and Mission)

The partnership will include a "Partnership Policy Committee" and a "Partnership Executive Team."

2. Communication Protocols

- a. The Partnership Policy Committee will be used as a conduit for communication flow;
- b. Standards will be developed for responding to individual e-mails and calls;
- c. Standards will be developed for responding to media requests.

3. Protocols for Resolving Partnership Challenges/Problems

- a. Identify and anticipate challenges/problems at the earliest possible point;
- b. Always maintain principles of transparency, respect, fairness with all partners;
- c. Utilize Executive Team to find mutual (win-win) solutions;
- d. Communicate challenges/problems with Partnership Policy Committee;
- e. Ultimate decisions lie with full Boards and Council/Mayor.

IV. Partnership Transactions

The parties commit to the following immediate transactions as part of this Partnership Agreement (even though some portions of the transactions will be contingent on one or both parties securing future financing):

A. Modify Interlocal Agreement for Middle School Usage by the City.

The parties agree to modify the current Interlocal Agreement to maximize current joint usage of facilities and to address enhanced future joint usage in the event financing is secured for future Projects described by this Partnership Agreement. The parties agree to reexamine that agreement to determine whether to extend its term and/or broaden the scope of Paragraph 6, or to make any other modifications in the advance of their collaborative partnership.

B. New Interlocal Agreement Between School District and Library or Modification of Existing Interlocal Agreement for Joint Library Usage.

The parties will document their various commitments to one another that are occurring presently and will address joint usage and programmatic agreements in the event financing is secured for future Projects described by this Partnership Agreement, such as:

The School District's current and anticipated use of Library facilities for School District activities and programs;

Future use of Library facilities with dedicated space for School District activities and programs;

Future library facility on Sprague at the Libby Campus, including an agreement regarding Joint Use and Cost Sharing provisions of that facility;

Future relocation of Hillyard Library to be adjacent to, or connected to Shaw Middle School, including an agreement regarding Joint Use and Cost Sharing provisions of that facility.

C. Transfer/Lease of Mullan Road and North Foothills Properties to School District.

Property owned by the City on North Foothills Drive and near Mullan Road Elementary School of sufficient size for new middle schools will be transferred/leased to the School District as described by the parties in a separate agreement or agreements. The agreement(s) will memorialize the parties' commitment to intergovernmental efficiencies and to maximizing the benefits to their respective constituents.

D. Transfer/Lease of Sprague Property to the City/Library.

Property owned by the School District adjacent to Libby Center will be transferred/leased to the City/Library as described in a separate agreement. As with the above, the agreement will memorialize the parties' commitment to intergovernmental efficiencies and to maximizing the benefits to their respective constituents.

E. Notice of Exercise of Option for Current Joe Albi.

Pursuant to Paragraph 2 of the August 23, 2013 "Option Agreement and Real Estate Purchase Agreement" between the City of Spokane and the School District, the purchase price of the Current Joe Albi property declines by \$250,000 each January 1, so the purchase price would be \$0 in 2019. The School District will give notice of its intent to exercise its option effective January 2019. In 2019, there would be a transfer by Statutory Warranty Deed to the School District for a third new middle school.

V. Library Enhancements

A. Description/Amenities:

1. Expansion of access to public space and modernization of the Downtown Library
2. Modernization of South Hill and Indian Trail branches.
3. Expansion and modernization of the Shadle branch to include space for School District activities and programs.
4. Modernization or relocation to Shaw Campus of the Hillyard branch.
5. Construction of new Liberty Park Library to meet community needs and to include space for School District activities and programs.
6. Construction of a new Library on School District property adjacent to Libby Center on Sprague to also include space for School District training needs.
7. Installation of (up to 3) 24/7 library kiosks throughout the City.
8. Equipping and outfitting the facilities.

B. Joint Usage and Programmatic Arrangements

The Library enhancements, which involves the School District, will be set forth in a separate interlocal agreement between the Library and the School District.

VI. New and Renovated Schools

A. Description/Amenities:

- (1) Construct three new middle schools (#7, #8 & #9) that will serve students in the Northeast area of the District, the Northwest area of the District, and the Southside area of the District.
- (2) Construct a new middle school to replace or renovate on its existing site the existing Glover Middle School, Sacajawea Middle School, and Shaw Middle School.
- (3) Construct a new facility to replace On Track Academy, on or near its existing site, or renovate the existing On Track Academy.
- (4) Construct a new stadium to replace Albi Stadium on a site to be determined by the Board that will include, but not be limited to, a stadium facility, parking, locker rooms, restrooms, concessions and other capital facilities and improvements, or renovate the existing Albi Stadium. Other local governmental entities may share in a portion of the Albi Stadium construction or renovation costs and/or may be added to this Agreement as parties upon mutual agreement of the City and School District.
- (5) Renovate Libby Center, all as deemed necessary and advisable by the Board.
- (6) Construct a commons/cafeteria area at Lewis and Clark High School.
- (7) Acquire necessary land and interests in land as sites for the foregoing Projects and for other new and expanded facilities of the District.

B. Joint Usage and Programmatic Arrangements.

The new and renovated schools would be added to the joint usage agreement between the School District and City Parks and Recreation Department, allowing for enhanced use of play fields and gymnasiums by citizens of the School District and City.

VII. Authority of the Parties.

By signing this Partnership Agreement, each of the Parties represent and warrant to the other Parties that it has authority to sign the same.

VIII. Miscellaneous

A. Notices.

Notices and other communications relating to this Agreement shall be in writing and delivered to the individuals listed below:

For the City of Spokane:
City of Spokane
Mayor's Office
W. 808 Spokane Falls Blvd.
Spokane, WA 99201

For the Spokane Public Schools:
Spokane Public Schools
Associate Superintendent, School Support Services
200 N. Bernard Street, Spokane, WA 99201

For the Spokane Public Library:
Spokane Public Library
Library Director
906 W Main Ave.
Spokane, WA 99201

B. Invalidity of Particular Provisions; Severability.

Should any term, provision, condition or other portion of this Agreement or the application thereof be held to be inoperative, invalid or unenforceable the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby and shall continue in full force and effect.

C. Governing Law and Venue.

This Agreement shall be construed under the Law(s) of the State of Washington. Venue and jurisdiction for any action brought hereunder shall be in Spokane County, Washington.

D. Schedules.

The Exhibits attached to this Agreement form part of this Agreement.

E. Headings.

The headings and the division of this Agreement into Articles and Sections are for convenience of reference only and shall not affect the interpretation of this Agreement.

F. Amendments

This Agreement may not be effectively amended, changed, modified, altered, or terminated except by an instrument in writing duly executed by the Parties.

G. Assignment

This Agreement may not be assigned by any of the Parties without the written consent of all of the other Parties.

H. No Rights Created in Third Parties

The terms of this Agreement are not intended to establish nor to create any rights in any persons or entities other than the Parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on date and year opposite their respective signatures.

DATED: 2/14/19

CITY OF SPOKANE
By: David C. Cullen
Its: Mayor

Attest:
[Signature]
City Clerk

Approved as to form:
[Signature]
Assistant City Attorney

DATED: 2/19/2019

SPOKANE PUBLIC SCHOOLS
By: [Signature]
Its: Associate Superintendent

DATED: 2/14/19

SPOKANE PUBLIC LIBRARIES
By: [Signature]
Its: _____

