

INTERLOCAL AGREEMENT

In accordance with the Interlocal Cooperation Act (RCW 39.34), and subject to RCW 28A.335 (school district enabling legislation) this Agreement is entered into this _____ day of September, 2013, by the WASHOUGAL SCHOOL DISTRICT (the “District”), a Washington Municipal Corporation, and the CITY OF WASHOUGAL (the “City”), a Washington Municipal Corporation, hereinafter collectively referred to as “the Parties”.

RECITALS

- A. The District owns real property that is located at 1201 39th St, Washougal, WA 98671. This property includes sports fields. One (1) sports field is being constructed at this time.
- B. The sports field could be used by both District and City patrons. Use of the sports field by City patrons as described in this agreement does not interfere with the District’s use of the sports field for its programs and related activities.
- C. The District and the City desire to enter into an Interlocal Agreement (Agreement) to set forth the Parties ongoing obligations and those that specifically relate to a the City’s desire to enhance public recreational facilities.
- D. The City desires to partially fund the project with park impact fees (PIF).
- E. There are restrictions for the use of PIF funds which include the projects inclusion in the City’s Park Comprehensive Plan and various State laws restricting the use of PIF.
- F. In order to use PIF funds public access must be provided to the field.
- G. As the owner of the field, the District may place reasonable restrictions on public access to the field, including but not limited to fees, scheduling prioritization and the type, extent and nature of public access. School Board Policy and Procedure 4260 sets forth the District’s approach to providing for this reasonable public access to its facilities and procedures for their use.
- H. The City and the District are further committed to work together for the good of the community, both parties have maintenance staffing and equipment in place and desire to share these resources, as needed from time to time, at no cost to the other party and by mutual agreement of the parties.

1. City Obligations. The City will:

- a. Contribute ten thousand dollars \$10,000 to the field project.

- b. Share, without cost, from time to time and on an as needed basis, with the approval of both parties, maintenance equipment and personnel for ongoing maintenance of the School District's Facilities.

2. District Obligations. The District will:

- a. Allow the public to use the sports field with reasonable restrictions, consistent with Board Policy and Procedure 4260.
- b. Manage and schedule use of the sports field.
- c. Maintain the sports field.
- d. Pay for operating expenses of the sports field.
- e. Share, without cost, from time to time and on an as needed basis, with the approval of both parties, maintenance equipment and personnel for ongoing maintenance of the City's Facilities.

AGREEMENT

In order to establish the common interest of the City and District in facilitating joint use of the District's property and a cooperative maintenance agreement between the City and the District, the Parties agree to the following:

- a. The City and the District shall from time to time, as needed and upon the approval of both parties, share resources for ongoing maintenance of each entity's facilities. Examples of ongoing mutual aid and shared resources include but are not limited to: Utilizing the Street Sweeper to clean the District's parking facilities; working together to paint the panther paws on 39th Street, providing cones and barricades for driving education crashed cars; sharing maintenance responsibility for Schmid Fields; the sharing of mowers and other equipment and special events.
- b. The District shall authorize the public use of the turf field facility to include but not be limited to: community sports teams and clubs, Walk for Life events and other similar charity events and community organizations, with all such use consistent with Board Policy and Procedure 4260. The District may impose reasonable restrictions on public access and use, including fees, prioritization of scheduling and the type, nature, time and details of public access and use, consistent with Board Policy and Procedure 4260.
- c. The term of this Agreement shall be for a period of ten (10) years from the date of the signing of this Agreement.
- d. This Agreement may be terminated:
 - 1. Upon the written Agreement of both parties;

2. If either party violates a material term of the Agreement and fails to remedy the violation within thirty days of being notified by the non-breaching party; or
3. By the District to the extent termination is necessary to recapture use of the property for future school purposes or if the joint use of the property interferes with the District's educational programs and related activities (see RCW 28A.335.040) such that reasonable public access consistent with Board Policy 4260 is not practical. In such a case the District will refund \$1,000 per year for each of the remaining years in this agreement.

3. General Provisions:

- a. **Indemnification and Hold Harmless:** The City shall indemnify, defend and save harmless the District, its elected officials, officers, employees and agents from any and all liability, loss, damage, expense, action and claims, including costs and reasonable attorneys fees, incurred by the District, its elected officers, employees and agents in defense thereof, asserting or arising directly on account of or out of the City's negligent or willful acts or omissions. The District shall indemnify, defend and save harmless the City, its elected officials, officers, employees and agents from any and all liability, loss, damage, expense, action and claims, including costs and reasonable attorneys fees, incurred by the City, its elected officers, employees and agents in defense thereof, asserting or arising directly on account of or out of the District's negligent or willful acts or omissions.
- b. **Dispute Resolution:** The City and the District will attempt in good faith to resolve any disputes regarding this agreement. In the event resolution is not possible, this agreement may be terminated pursuant to the termination provisions contained herein.
- c. **No Third Party Beneficiary:** This Agreement is entered into by the District and City in their governmental capacities. Nothing in this Agreement is intended or shall be construed to create any third party beneficiary or rights in any private person.
- d. **Integration Clause:** This Agreement constitutes the entire agreement between the Parties. Any prior written agreements and any written or oral communications between the Parties are superseded by this Agreement. Any amendments to this Agreement shall be in writing and signed by both Parties.
- e. **Severability:** If any portion of this Agreement is deemed to be null and void or unenforceable by a court of competent jurisdiction, such portion shall be severable and shall not affect any other provision of the balance of this Agreement which shall remain in full force and effect.

- f. **Waiver:** A waiver of any provision in this Agreement shall not be deemed a waiver of any other provision of this Agreement nor shall it prohibit the Parties from enforcing any other provision of this Agreement.

DATED this ____ day of _____, 2013

Mayor of the City of Washougal

ATTEST:

Finance Director/City Clerk

APPROVED AS TO FORM:

City Attorney _____

DATED this ____ day of _____, 2013

President of the Washougal School District
Board of Directors

ATTEST:

Board Assistant

APPROVED AS TO FORM:

School District Attorney _____