

INTERLOCAL AGREEMENT

In accordance with the Interlocal Cooperation Act (RCW 39.34), this Agreement is made this 1st day of January, 2003, by and between the Washougal School District (District) and the City of Washougal (City), for the purpose of design, development and construction of sport fields, available for use by the Washougal School District and community, upon property north of Evergreen Highway, between 45th Street and Sunset View Road and/or north of Evergreen, west of Jemtegaard Middle School.

THEREFORE, it is mutually agreed as follows:

Section I

I Responsibilities of the District

1. Make available the property for development of the sports fields.
2. Jointly, with the City, determine design of the fields and associated facilities.
3. Work with local users (i.e. Little League and Soccer League) on appropriate design of the fields.
4. Prepare the final bidding documents.
5. Bid and award the project to the lowest responsible bidder in accordance with state law. The City must approve the construction bid prior to the award by the District.
6. Inspect and perform contract administration services during construction.
7. Prepare and issue change orders, if any, with approval of the City.
8. After development, the fields will be made available to the public for use and enjoyment.
9. Manage and schedule the use of the fields.
10. Provide maintenance on the fields.
11. Pay any ongoing expenses associated with the use of the fields, including but not limited to utility costs.

II Responsibilities of the City

1. Jointly, with the District, fund and prepare preliminary design of the fields and associated facilities.
2. Take input from local users (i.e. Little League and Soccer League), on the appropriate design of the fields.
3. Prepare zoning and land use applications, if needed.
4. Prepare and apply for permits (with documents prepared by the District), as needed.
5. Fund permit and application fee using City Impact Fees.
6. With the District seek grant funding.
7. Fund the construction costs for the development of the fields and associated facilities to the limits approved by the City Council following preliminary design.
8. Approve the bid and all change orders.


III Indemnification and Hold Harmless

It is agreed that the City will indemnify, defend and save harmless District, its elected officials, officers, employees and agents, from any and all liability, loss, damage, expense, action, and claims, including costs and reasonable attorney fees, incurred by District, its elected officers, employees and agents in defense thereof, asserting or arising directly on account of or out of the City's negligent acts or omissions. The District will indemnify, defend and save harmless the City, its elected officials, officers, employees and agents from and against all liability, loss, damage, expense, action, and claims, including costs and reasonable attorney fees incurred by the City, its elected officials, officers, employees and agents in defense thereof, asserting or arising directly or indirectly or indirectly on account of or out of the District's negligent acts or omissions.

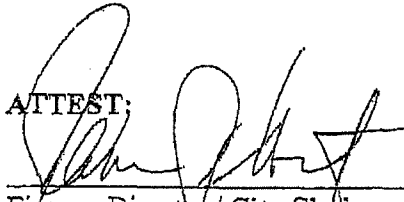
IV No Third party Beneficiary

This Agreement is entered into by the District and the City in their governmental capacities. Nothing in this Agreement is intended nor shall be construed to create any third party beneficiary or other rights in any private person.

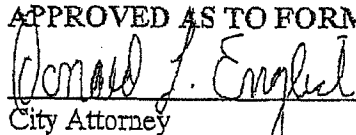
DATED this 6th day of JANUARY, 2003.



Mayor of the City of Washougal

ATTEST:


Finance Director / City Clerk

APPROVED AS TO FORM:


City Attorney

DATED this 6th day of JANUARY, 2003.

WASHOUGAL SCHOOL DISTRICT

By _____

ATTEST:

Clerk to the Board

APPROVED AS TO FORM:

School District Attorney

ADDENDUM TO THE INTERLOCAL AGREEMENT BETWEEN THE WASHOUGAL SCHOOL
DISTRICT AND THE CITY OF WASHOUGAL

Through discussions about this interlocal agreement with Mike Conway (Director of Public Works for the City of Washougal) and with attorney Marnie Allen (Preston Gates & Ellis) I think that additional information is needed. The purpose of the addendum is to clarify the District's financial obligations as outlined in this interlocal agreement:

The Washougal School District is providing: 1) the land for the development of the fields, 2) after development the cost to manage and schedule use, 3) the cost to provide maintenance, and 4) the ongoing expenses to use the fields including utility cost. The District has an agreement with George Schmid and Sons, Inc. for them to donate approx. 50% of the project cost for the construction of the Soccer Fields at Jemtegaard Middle School (Two Fields). The fields are to be named after George J. Schmid (The formal name will be discussed and formalized with the consent of the Schmid Family and the District). At this time the agreement with the Schmid Family is only for construction of fields on the JMS.

Under Section I, part II Responsibilities of the City (7) "Fund the construction costs for the development of the fields and associated facilities to the limits approved by the City Council following preliminary design". Through discussions between Mike Conway and me, this means:

• The City will fund construction cost for the development of the fields and associated facilities will mean:

1. Total cost of design (designer selected jointly)
2. Total cost to complete the SEPA (the City will act as the Lead Agency)
3. Total cost for project construction management (selected jointly)
4. Total cost to select the architect (selected jointly)
5. Total cost for development of construction documents (developed jointly)
6. Total cost for permitting and testing fees
7. Total change order cost (jointly approved)
8. Total close out cost (jointly approved)
9. Any additional cost that are associated with the construction of the fields upon the property north of Evergreen Highway, between 45th Street and Sunset View Road and/on north of Evergreen, west of Jemtegaard Middle School.

This agreement is to be added as an addendum to the interlocal agreement.

WASHOUGAL SCHOOL DISTRICT

CITY of WASHOUGAL

Date of Approval: _____



ADMINISTRATION

Robert J. Donaldson
Superintendent

Phillip Rohn
Asst. Superintendent

2349 B Street, Washougal, Washington 98671 360-835-2191 / FAX 360-835-7776

March 26, 2001

George Schmid & Sons, Inc.
1411 32nd Street
Washougal, WA 98671

To the Family of: George Schmid

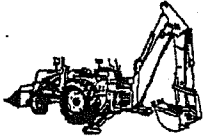
I would like to take this opportunity on behalf of the Washougal School District Board of Directors, students and staff, and the community, to *'Thank You'* for the generous donation of 50% off labor and materials for the Soccer Fields at the Jemtegaard Middle School project, in consideration that the fields be named in remembrance of George J. Schmid. It would be an honor to name these fields after George. George Schmid and his family have long been supportive of the Washougal School District and the Community. This continued generosity will long be remembered and will honor George's memory and the Schmid family.

If I can be of further assistance to you in the future, please give me a call. Thank you again.

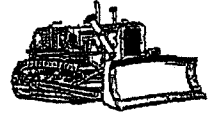
Sincerely,

Robert J. Donaldson
Superintendent

C: Board members



GEORGE SCHMID and SONS, INC.



Road Building • Sewer & Water Lines • Rock Crushing

1411 32nd Street • Washougal, Washington 98671

Telephone (360) 835-5137 or (360) 694-9652

Portland (503) 285-1263 • FAX (360) 835-9406

Contractor License: WASHINGTON - GEORGSS107MA OREGON CCB #0065122

Washougal School District No. 112-6
2349 B Street
Washougal, WA 98671

Feb. 18, 2001

ATTN: Steve Thompson

RE: Soccer Fields at Jemtegaard Middle School (Two Fields)

ITEMS:


- 1) Stockpile strippings material and replace on side slopes – when grading is complete.
- 2) The layer of topsoil directly below the stripping will be stockpiled and replaced on the fields.
- 3) Grade field with a 1% side slope - fill areas will be at a 4:1 slope.
- 4) Our calculations show that there is approx. 16,485 cubic yards of material to move – due to the grade changes on the site.
- 5) We have included approx. 500 lf of silt fence for erosion control purposes.
- 6) We have included hydro-seeding the entire site when grading is completed.
- 7) Price does not include sales tax or permit fees.

ESTIMATED PRICE:

\$ 37,645.00

NOTE: George Schmid and Sons, Inc. would like to propose to the School Board that we would donate approx. 50% of the project for consideration of the fields being named after George J. Schmid. The formal name could be discussed and formalized with the consent of both parties.

Sincerely,



Alan F. Hargrave – Vice President