

After recording return to:
Superintendent
Washougal School District
4855 Evergreen Way
Washougal, WA 98671

INTERLOCAL AGREEMENT

In accordance with the Interlocal Cooperation Act (RCW 39.34), this Agreement is entered into this 2 day of MAY, 2005, 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 north of Evergreen Highway, between 45th Street and Sunset View Road and property that is west of Jemtegaard Middle School (the "Property").
- B. The Property is suitable for sports fields that, if developed, could be used by both District and City patrons.
- C. The District and City entered into an Interlocal Agreement on January 14, 2003 regarding design, construction and maintenance of sports fields on the Property. Some of the obligations in the January 14 Agreement have been completed and other obligations are being reassigned or clarified.
- D. The District and City desire to enter into this Agreement to set forth the Parties obligations regarding the design, construction and maintenance of sports fields on the Property.

AGREEMENT

The Parties mutually agree as follows:

- 1. **City Obligations.** The City shall:
 - a. Obtain and pay for the design of the sports fields. Final design shall be subject to the District's approval, which shall not be unreasonably withheld.
 - b. Obtain and pay for all permits or approvals that are necessary to construct sports fields on the Property.
 - c. Prepare necessary public contract bid documents.
 - d. Award contracts that are necessary to construct the sports fields to the lowest responsible bidder in accordance with state law.
 - e. Administer the contracts that are awarded and inspect the construction that occurs.

- f. Prepare and issue change orders, if necessary.
- g. Pay all costs associated with constructing the sports fields, including costs for awarding and administering contracts, provided that such costs are within the limits that are approved by the City Council, and provided further that the costs associated with road improvements adjacent to the Property shall be shared in accordance with paragraph 3c below. If the City Council limits the amount of money that can be spent to perform the obligations under this Agreement, and it appears unlikely that the sports fields can be constructed within the limit that is set by the City Council, the District may terminate this Agreement. In the alternative, the Parties may amend the Agreement to address the shortage in funds that are necessary to construct the sports fields.
- h. Consider requests from the District for financial assistance to offset the District's costs to maintain the sports fields and to pay operating expenses. Financial assistance may be offered in any mutually agreeable and legally acceptable form.

2. District Obligations. The District shall:

- a. Allow the public to use the sports fields, subject only to reasonable restrictions that are mutually agreed upon by the City and the District.
- b. Manage and schedule use of the sports fields.
- c. Maintain the sports fields, provided that if the District determines it does not have adequate funds to pay the maintenance costs, it may request assistance from the City, which the City shall consider in accordance with paragraph 1h above.
- d. Pay operating expenses that are incurred for the use of the sports fields, including but not limited to utility costs, provided that if the District determines it does not have adequate funds to pay the maintenance costs, it may request assistance from the City, which the City shall consider in accordance with paragraph 1h above.
- e. Lease the Property to the City if it is necessary to obtain an IAC grant, provided that if the District leases the Property to the City, the City shall assume all maintenance and operations costs.

3. City and District Joint Obligations. The City and District shall:

- a. Consult with local users regarding the appropriate design of the sports fields. The users that the District and City will consult with and the process that is used to facilitate the consultations will be determined by mutual agreement of the Superintendent and City Administrator.
- b. Work cooperatively on grant applications and seek opportunities to obtain grants to fund the development and/or maintenance and operation of the sports fields.
- c. Share the construction costs for streets and sidewalks that serve the Property such that the Parties' share of the cost is equal to the proportionate share of the automobile and pedestrian traffic that is attributed to City (community park) or District (school event) use. In allocating the costs under this paragraph, if the Parties do not mutually agree on how to allocate the proportionate share of the cost, a transportation study shall be done by a mutually agreed upon consultant who will determine the total vehicle and

pedestrian traffic and what percentage of the total traffic is fairly allocated to each of the Parties.

d. Obtain and maintain general liability insurance.

4. **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 an all liability, loss, damage, expense, action and claims, including costs and reasonable attorneys 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 or willful acts or omissions. The District shall indemnify, defend and save harmless the City, its elected officials, officers, employees and agents from any an all liability, loss, damage, expense, action and claims, including costs and reasonable attorneys fees, incurred by 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. **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.

c. **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.

d. **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 or the balance of this Agreement which shall remain in full force and effect.


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

DATED this 2 day of MAY, 2005.



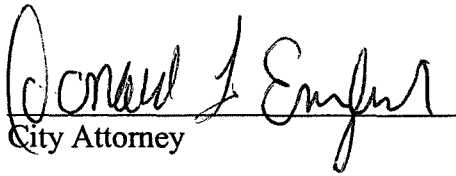
Mayor of the City of Washougal

ATTEST:

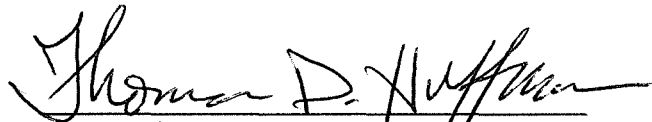


Finance Director/City Clerk

APPROVED AS TO FORM:


City Attorney

DATED this ___ day of _____, 2005.


President of the Washougal School District
Board of Directors

ATTEST:


Board Secretary

APPROVED AS TO FORM:

School District Attorney