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AGREEMENT
BETWEEN SKAMANIA COUNTY AND THE WASHOUGAL SCHOOL DISTRICT

This agreement made and entered into this 22 day of October 2002, by and between the WASHOUGAL SCHOOL DISTRICT #112-6, a school district of the State of Washington, hereinafter referred to as "the City," and SKAMANIA COUNTY, here in after referred to as "the County".

RECITALS

This Agreement is entered into pursuant to the laws of the State of Washington, including the Interlocal Cooperation Act, Title 34, Chapter 39 of the Revised Code of Washington, and each of the parties hereto represents that it has authority to execute the same. In entering into this agreement, the parties acknowledge that:

- A. The County desires to enhance the recreational facilities available for public access in the western portion of Skamania County; and
- B. The School District owns property within the unincorporated portions of Skamania County that is suitable for recreational facilities. This property ("adjacent property") is adjacent to the Cape Horn-Skye Elementary School and Canyon Creek Middle School facilities on the Washougal River Road.
- C. The School District wishes to make the adjacent property available to the general public for recreational activities and to build a recreational complex as provided in exhibit "A" (Drawing and Listing)
- D. The School District further agrees, in addition to providing the real property for the development project, to commit \$25,000 to Phase I and a portion of Phase II of this project (i.e. clearing and preparing the land for development into a park); and
- E. The County has already appropriated \$50,000 to Phase I and a portion of Phase II in its 2002 Capital Improvement Fund Budget to assist in constructing recreational facilities on the site owned by the School District; and
- F. The School District plans to develop and provide on the adjacent property for its students and to the general public over the course of the next 10 years recreational facilities that may include combination soccer and football field/track, baseball playfield, nature trails, walking path, tennis court, and basketball court as shown in Attachment A; and
- G. The County and the School District acknowledge the mutual benefit of constructing recreational facilities that serve both the school district and the public; and
- H. Other than the County's Phase I and portion of Phase II \$50,000 contribution, the School District agrees to work with the County to build, maintain and operate the facilities at its expense and to work with the County to assist in future development; and

- I. In return for having the adjacent parcel and its improvements available for public use, the County will contribute \$50,000 to the School District to be used for the planning, design, engineering, surveys, clearing and/or grading of the land, as estimated in Attachment B. The School realizes that the County has not authorized or appropriated more than \$50,000 for Phase I and a portion of Phase II of this project.

NOW, THEREFORE, the City and the School District, having considered the matters set forth above, and for and in consideration of the mutual benefits to be derived by them, agree as follows:

1. County Obligations:

The County will reimburse the School District up to a maximum of \$50,000 for any and all improvements made to the adjacent property as provided in attachments "A", including but not limited to any planning, surveying, engineering, grading, clearing or construction of the property in accordance with Attachment "B"; PROVIDED the School District provides the County invoices and or other proper documentation evidencing the work performed.

2. School District Obligations:

The School District Shall:

- A. Only use the County's \$50,000 to plan, survey, engineer, grade, clear or construct improvements on the adjacent property as provided in Attachments "A" and "B", and to timely invoice the County for reimbursement with sufficient documentation to describe the expenditures.
- B. Work in conjunction with the County to research grants and other funding for construction of the complex.
- C. Develop and construct the complex as funding becomes available, with the goal of completing the complex within a 10 year period;
- D. Develop and enforce rules to allow the general public reasonable access to and use of the facilities that are not in conflict with the School's use.
- E. In developing, operating and maintaining the complex, comply with all laws and regulations, and to obtain all necessary approvals, permits and licenses.
- F. Operate and maintain the facility in a professional manner and to school district standards and to maintain the educational, recreational and family-oriented character of the complex.

3. Indemnification and hold harmless:

- A. Contractor agrees to indemnify and hold harmless the County and its respective employees, agents, licensees and representatives, from and against any and all suits, claims, actions, losses, costs, penalties, damages, attorneys' fees and all other costs of defense of whatever kind or nature arising out of injuries of or death of any and all persons (including Subcontractors, agents, licensees or representatives, and any of their employees) or damage of or destruction of any property (including, without limitation, Owner's property, Contractor's property, or any Subcontractor's property) in any manner caused by, resulting from, incident to, connected with or arising out of Contractor's performance of its work, unless such injury, death or damage is caused by the sole negligence of the County.

- B. In any situation where the damage, loss or injury is caused by the concurrent negligence of the Contractor or its agents and employees and the County or its agents or employees, then the Contractor expressly and specifically agrees to hold the County harmless to the extent of the Contractor or its agents' and employees' concurrent negligence.
- C. **The Contractor specifically waives its immunity against Skamania County under Title 51 RCW Industrial insurance statute), and acknowledges that this waiver of immunity was mutually and expressly negotiated by the parties, and expressly agrees that this promise to indemnify and hold harmless applies to all claims filed by and/or injuries to the Contractor's own employees against the County. This provision is not intended to benefit any third parties. If a Subcontractor is used, then the Contractor shall ensure that all Subcontracts also provide that the Contractor or Subcontractor will waive its immunity under Title 51 RCW.**

4. Term of Agreement:

This agreement is intended to be in effect for 25 years from its execution except the County's agreement to reimburse the School District \$50,000 shall be effective only from October 22, 2002 through December 31, 2003. The School District shall complete construction of the project within 10 years of the execution of this agreement. This agreement may only be amended upon the mutual written consent of the parties. The indemnification and hold harmless provisions shall extend beyond the termination of this agreement.

IN WITNESS WHEREOF, the parties hereto executed this agreement as of the day and the year first written above.

BOARD OF COMMISSIONERS
SKAMANIA COUNTY, WASHINGTON

Chairman

Commissioner

Commissioner

ATTEST:

Clerk of the Board

WAHOUGAL SCHOOL DISTRICT
WASHOUGAL, WASHINGTON



Superintendent

ATTEST:

City Clerk

APPROVED AS TO FORM ONLY:

School District Attorney

APPROVED AS TO FORM ONLY:

BRADLEY ANDERSEN
Prosecuting Attorney

ATTACHMENT "A"

PHASE I and Portions of PHASE II COUNTY/SCHOOL DISTRICT RECREATIONAL FACILITIES

10-YEAR FACILITY PLAN

See attached drawing

- Phase I: Designing, clearing, grubbing, and surveying
- Phase II: Drawing of construction plans, grading, and construction of entry courtyard
- Phase III: Construction football/soccer field, portable bleachers, and fencing
- Phase IV Construction of baseball field and public use area (children play area and outdoor sheltered area)
- Phase V: Construction of nature and walking trails
- Phase VI: Construction of tennis courts/outdoor basketball court
- Phase VII Construction of additional parking and basketball court cover

ATTACHMENT B

PHASE I – COUNTY/SCHOOL DISTRICT RECREATIONAL FACILITIES

ESTIMATED BUDGET AND COST SHARE

(Maximum \$50,000 County Contribution)

TASK	SCHOOL DISTRICT	SKAMANIA COUNTY	TOTAL
1. Public involvement process to determine recreational facilities consensus	\$3,000	\$ 0	\$ 3,000
2. Conceptual design of recreational facilities	\$ 10,000	\$ 0	\$ 10,000
3. Clearing land parcel for recreational facilities	\$ 0	\$ 37,700	\$ 37,700
4. Surveying land parcel	\$ 5,000	\$ 0	\$ 5,000
5. Engineering Services and Preparation of Construction Documents and/or grading of site	\$ 7,000	\$ 12,300	\$ 19,300
TOTALS	\$ 25,000	\$ 50,000	\$ 75,000

School District Contributions:

Estimated contribution of land	\$300,000
Estimated cost of parking lot	\$300,000
Practice soccer field	\$5,000
Phase I contribution (as shown above)	\$25,000

