

After recording return to;
Superintendent
Washougal School District
6855 Evergreen Way
Washougal, WA 98671

**INTERLOCAL AGREEMENT
(Schmid Sports Fields)**

In accordance with the Interlocal Cooperation Act (RCW 39.34), and subject to RCW 28A.335 (school district enabling legislation related to real property) this Agreement is entered into this 8th day of April, 2019, 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 Parties entered into a series of Interlocal Agreements dated January 6, 2003 (plus addendum), May 2, 2005, June 2008, and May 10, 2016, related to the design, development and construction of sports fields on District property as part of the *George Schmid Memorial Park*, available for use by the District and the community ("**Schmid Sports Fields**"). Because the parties completed a number of tasks under the prior Interlocal Agreements, and desire consolidating all remaining obligations in one agreement, this Interlocal Agreement will replace and supersede these prior Interlocal Agreements in their entirety.

B. The Schmid Sports Fields are located on District property located north of the Evergreen Highway, between 45th Street and Sunset View road, Tax Parcel No. 134166-000, legally described in **Exhibit A**. The Property currently includes two sports fields and a parking lot, which is partially improved pursuant to the previous Interlocal Agreements. There is a third sports field planned and yet to be constructed. The area for the future third field contains an unimproved sports area. The Schmid Sports Fields and parking area depicted on **Exhibit B** are referred to as the "Property" subject to this Agreement.

C. The Schmid Sports Fields are open for use by both District and City patrons. Use of the sports fields by City patrons does not interfere with the District's use of the sports fields for its programs and related activities. The District does not contemplate the use of the sports fields for scheduled school athletic purposes (except for softball during the spring of 2019). The District does not currently contemplate

needing the sports fields for other scheduled school athletic purposes for the next twenty-five (25) years, but the sports fields will be available to District patrons on an informal basis or as part of the City's use of the sports fields.

D. The City received a grant from the State Recreation and Conservation Office (RCO) to construct Sports Field No. 2, which grant comes with certain conditions requiring ongoing compliance by the City. The City has applied for additional grants from the RCO for the construction of Sports Field No. 3, restroom facilities, a snack shack, field lighting, parking lot improvements, an additional driveway at the west of the Property and related improvements ("Sports Field No. 3 Improvements"). The City is also pursuing funding for the Sports Field No. 3 Improvements in the Washington State Capital Budget.

E. The District and the City desire to enter into this revised and restated Interlocal Agreement (Agreement) to set forth the Parties' ongoing obligations.

AGREEMENT

In order to fulfill the requirements of the RCO grant obtained for Sports Field No.2 and in process for Sports Field No. 3 Improvements, and to continue the common interest of the Parties in facilitating joint use of the District's property and facilities, the Parties agree to the following:

1. **Prior Obligations.** The Parties acknowledge that the terms of the previous Agreements have been partially fulfilled as follows:

1.1 **City Obligations.** The City has:

1.1.1 Obtained the design for and completed the construction of Sports Field No.1.

1.1.2 Obtained the design for and completed construction of Sports Field No.2.

1.1.3 Obtained the design for and completed construction of the Street Improvements described in the 2016 Agreement.

1.1.4 Shared in the maintenance of the Property with the District.

1.2 **District Obligations.** The District has:

1.2.1 Allowed the public to use Sports Fields No. 1 and No. 2 with reasonable restrictions.

1.2.2 Obtained the design for and completed construction of the parking improvements on the east end of the Parking Lot on the Property as required by the 2016 Agreement.

1.2.3 Shared in the maintenance of the property with the City.

1.2.4 Paid water utility costs for water use at the Property.

2. **New Obligations.**

2.1 The District authorizes the City to use the Property designated as Sports Fields No. 1, and No. 2, including the parking area shown on **Exhibit B**, and to develop, construct and use Sports Field No. 3 Improvements, subject to the terms and conditions in this Agreement.

2.2 The term of this Agreement shall be for a period of **twenty-five (25) years** from the date of the signing of this Agreement, or from the date of execution of a Recreation and Conservation Office (RCO) grant for field 3, whichever is later ("the Commencement Date"). In the event the City fails to obtain an RCO grant for field 3 within three years from the execution of the agreement, the Commencement Date shall revert to the execution date.

2.3 This Agreement may be terminated:

2.3.1 Upon the written Agreement of both parties.

2.3.2 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

2.3.3 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).

3. **Continuing Obligations of the City.**

3.1 The City may use the **sports fields** and parking areas on the District's Property for a period of **twenty-five (25) years** from the Commencement Date provided the City pays the District one dollar (\$1.00) each year and satisfies its obligations under this Agreement.

3.2 The City retains authority to schedule usage of Sports Field No. 1, 2 and 3, subject to the District's right to use the facilities for softball purposes during the Spring of 2019. Should the District need to use the facilities in the future, such use shall be permitted pursuant to terms mutually agreed by the Parties.

3.3 Provided that such costs are within the limits of available funding and that are approved by City Council, the City will pay all costs associated with construction of Sports Fields No. 3 Improvements as specified in a master plan approved by the City, including costs for developing, bidding, awarding and administering contracts, and including, but not limited to, the following costs:

3.3.1 Total cost of design (designer selected jointly by District and City).

3.3.2 Total cost of permitting and to complete the SEPA (the City will act as the Lead Agency).

- 3.3.3 Total cost for project construction management (selected jointly).
- 3.3.4 Total cost to select the architect (selected jointly).
- 3.3.5 Total cost for development of construction documents (developed jointly).
- 3.3.6 Total cost for permitting and testing fees.
- 3.3.7 Total change order cost (jointly approved).
- 3.3.8 Total close-out cost (jointly approved).

3.4 The City will maintain and pay the operating costs for the Property and pay for water costs, including the Sports Field No.3 Improvements, except as provided in Section 4.2 of this Agreement.

4. Continuing Obligations of the District.

4.1 The District hereby authorizes the City to use the Property for a period of twenty-five (25) years from the Commencement Date at the rate of one (\$1.00) dollar per year.

4.2 The District will share their proportionate cost of maintaining the eastern entry driveway and the portion of the Parking Lot constructed by the District pursuant to the terms of the Interlocal Agreement dated May 10, 2016. If the District needs to use the Property in the future (other than Spring 2019), the Parties will determine an equitable proportionate cost-sharing arrangement for maintenance and water costs of the Property.

5. City and District Ongoing Joint Obligations. The City and District shall:

5.1 Consult with local users regarding the appropriate design of the Sports Field No.3 Improvements.

5.2 Work cooperatively on continuing grant applications and other funding requests and seek opportunities to obtain grants to fund for the development and/or maintenance and operation of the sports fields.

5.3 Obtain and maintain general liability insurance applicable to the Property, and share in the cost therefor.

6. RCO Grant Requirements. The City and the District are entering into this Agreement with the understanding that the City, as the RCO grant recipient, shall not allow at any time conversion of Sports Field No. 2 for uses other than those purposes for which the grant was originally approved, without the approval of the Funding Board of Directors of RCO, and in compliance with applicable statutes, rules, and Funding Board policies as identified in the Grant Agreement. The City and the District agree that it is the intent of the Funding Board's Conversion Policy that all lands acquired and all lands developed with the funding assistance from the RCO Funding Board remain in the

public domain in perpetuity unless otherwise identified in the Agreement. The provisions of this paragraph will also apply to Sports Field No.3 should the City be the recipient of RCO funding for its development and construction.

6.1 If the City and District mutually agree to terminate this Agreement prior to expiration of the twenty-five (25) year term of this Agreement, and Sports Fields No. 2 and No. 3 are converted to uses other than those specified by the RCO grant, the City will be solely obligated to remedy the conversion of Sports Field No. 2 and No. 3 under terms of the conditions of approval of the RCO grants. This may include replacement of the converted fields with an equivalent recreational facility.

6.2 If the District unilaterally terminates this Agreement prior to the expiration of the twenty-five (25) year term and Sports Fields No.2 and No.3 are converted to uses other than that specified by the RCO grants, the District will reimburse the City for any and all expenses and costs related to the City's obligation to remedy the conversion including the replacement of the ballfields with an equivalent recreational facility.

7. General Provisions.

7.1 **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 attorney's 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 attorney's 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.

7.2 **Dispute Resolution.** All disputes regarding the Property must be heard by the City Manager of the City of Washougal and the Superintendent of Washougal School District. In the event these officials cannot effect resolution, the Parties shall first mediate the matter with a mutually agreeable third party mediator and if unsuccessful submit the matter to binding arbitration before an arbitrator mutually agreeable to both Parties.

7.3 **No Third Party Beneficiary.** The Parties are entering into this Agreement 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.

7.4 **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.

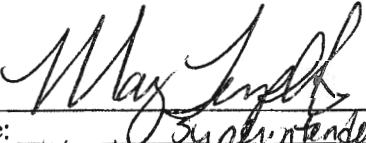
7.5 **Severability.** If any portion of this Agreement is deemed to be null and void or unenforceable by a court of competent jurisdiction, such portion shall be severable and shall not affect any other provision of the balance of this Agreement which shall remain in full force and effect.

7.6 **Waiver.** A waiver of any provision in this Agreement will 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.

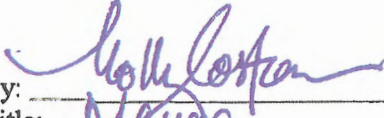
7.7 **Requirements of RCW 39.34.030.** This Agreement does not establish a separate legal entity to conduct the joint or cooperative undertaking. There will be no joint financing of the costs under this Agreement; nor will the parties jointly own property. Each party will bear its own costs in carrying out its obligations under this Agreement. Upon termination, the Property, and all improvements thereon, will be retained by the District. Each agency shall publish a copy of this Agreement on its website. The Public Works Director of the City of Washougal and the Superintendent of the Washougal School District are designated as joint administrators of this Agreement.

7.8 **Repealer.** This Agreement terminates and supersedes in their entirety the Interlocal Agreements entered into by the parties dated January 6, 2003, May 2, 2005, June 2008, and May 10, 2016.

WASHOUGAL SCHOOL DISTRICT

By: 
Title: Superintendent
Date: 4/25/19

CITY OF WASHOUGAL

By: 
Title: Mayor
Date: 4/8/19

Attest:


City Clerk/Finance Director

Approved as to Form:

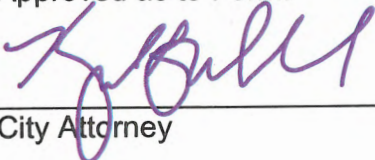

City Attorney

EXHIBIT A

LEGAL DESCRIPTION FOR WASHOUGAL SCHOOL
DISTRICT NO. 112-6 ADJUSTED ASN 134166-000

February 5, 2018

A portion of that parcel conveyed to the Washougal School District No. 112-6, recorded under Auditor's File No. 3380338, records of Clark County, located in a portion of the Joseph Gibbons Donation Land Claim in the Northeast quarter of Section 16, Township 1 North, Range 4 East of the Willamette Meridian, City of Washougal, Clark County, Washington, described as follows:

BEGINNING at the Northeast corner of the Washougal School District No 112-6 parcel as shown in Record of Survey Book 60, at Page 175, records of said county, said point being 20.00 feet Westerly of, when measured perpendicular to, the centerline of Sunset View Road;

THENCE along the North line of said parcel, South 89° 58' 17" West, a distance of 10.01 feet to a point on the West right of way line of Sunset View Road conveyed to the City of Washougal, recorded under Auditor's File No. 5359215, records of said County, said point being 30.00 feet Westerly of, when measured perpendicular to, the centerline of said Sunset View Road and the TRUE POINT OF BEGINNING;

THENCE continuing along the North line of said Washougal School District parcel, South 89° 58' 17" West, a distance of 13.52 feet;

THENCE leaving said North line, South 75° 37' 00" West, a distance of 607.62 feet to an angle point;

THENCE North 73° 23' 00" West, a distance of 777.00 feet to a point on the West line of said Washougal School District parcel;

THENCE South 01° 13' 58" West, along said West line, a distance of 502.00 feet to a point on the North right of way line of SE. Evergreen Way, said point being 30.00 feet Northerly of, when measured perpendicular to, the centerline of said Way;

THENCE South 73° 55' 40" East, along said North right of way line, a distance of 1056.01 feet to the Southwest corner of that parcel of land conveyed to the Corporation of the Catholic Archbishop of Seattle as described in Exhibit "A-1" of Auditors File No. 4621911, records of said County;

THENCE North $24^{\circ} 17' 16''$ East along the West line of said Corporation of the Catholic Archbishop of Seattle, and the Northerly extension thereof, a distance of 372.88 feet to the Northwest corner of said Corporation of the Catholic Archbishop of Seattle parcel as described under Auditor's File No. 4621910, records of said County;

THENCE South $77^{\circ} 46' 34''$ East, along the North line of said Corporation of the Catholic Archbishop of Seattle parcel as described under said Auditor's File No. 4621910 and said Auditor's File No. 4621911, a distance of 172.28 feet to a point on the West right of way line of Sunset View Road as conveyed to the City of Washougal under Auditor's File No. 5359215, said point being 30.00 feet Westerly of, when measured perpendicular to, the centerline of said Road, said point also being on a non-tangent 542.86 foot radius curve to the left;

THENCE parallel with and 30.00 feet from said centerline, and along said 542.86 foot radius curve to the left (the long chord of which bears North $06^{\circ} 27' 15''$ East, a distance of 85.32 feet), an arc distance of 85.40 feet;

THENCE continuing along said West line, North $01^{\circ} 56' 50''$ East, a distance of 335.01 feet to the TRUE POINT OF BEGINNING.

Except public roads.

Containing 15.32 acres, more or less.

