

If recorded return to:
City of Olympia
PO Box 1967
Olympia, WA 98507-1967

**INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF OLYMPIA AND OLYMPIA SCHOOL DISTRICT #111
FOR
THE USE OF STEVENS FIELD AS A CITY PARK**

Whereas, RCW 39.34.010 permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

Whereas, pursuant to RCW 39.34.080, each party is authorized to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized by law to perform: provided, that such contract shall be authorized by the governing body of each party to the contract and shall set forth its purposes, powers, rights, objectives and responsibilities of the contracting parties;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the City of Olympia, a municipal corporation (OLYMPIA) and Olympia School District #111, a municipal corporation (OSD) agree as follows:

I. Purpose/Objective

OSD owns real property situated in the City of Olympia, commonly known as Stevens Field (hereinafter call Premises), which is depicted on **Exhibit A**, attached hereto and incorporated by this reference. OSD and OLYMPIA desire to enter into an Agreement for OLYMPIA to use the Premises as a City park that is open to the public.

II. Responsibilities

A. Responsibilities of OLYMPIA are as follows:

1. OLYMPIA shall have use of Premises as a Park and shall have authority to schedule the use of said facility.

2. OLYMPIA shall promulgate and enforce reasonable rules and regulations governing the use of the Premises.
3. OLYMPIA will maintain the existing field house, concession building, tennis courts and two picnic shelters located at the Premises in their present condition, less reasonable wear and tear. OLYMPIA will insure the buildings against loss or damage by fire or other hazard.
4. OLYMPIA agrees to provide ball fields, and any other recreational facilities that OLYMPIA deems appropriate for use in a park on the Premises.
5. OLYMPIA will plant or install natural or synthetic turf and maintain such turf for public use.
6. OLYMPIA is authorized to make such improvements at the Premises so as to make the area suitable for park purposes, provided, however, that any proposals for park improvements shall first be submitted to OSD for approval prior to installation or construction.

B. Responsibilities of OSD are as follows:

1. Allow OLYMPIA to use the entire Premises as a City park at no charge to OLYMPIA, except as otherwise provided in this Agreement.
2. Schedule all OSD use of the Premises and, specifically, Stevens Fields #1 and #2 through OLYMPIA.
 - a. No later than December 1 and July 1 of each year, OLYMPIA and OSD shall communicate if Stevens Field will not be available for use during the summer or school year, respectively, whether because of construction, renovation, significant field maintenance, closure of school, or other reasons.
 - b. No later than August 1 of each school year and January 1 of each year, OLYMPIA and OSD shall share a proposed schedule of use of Stevens Field for their respective programs.

III. Consideration

- A. In consideration for OSD allowing OLYMPIA to use the Premises as a park free of charge, OLYMPIA agrees to use, operate, and maintain the Premises as a park, open to the public for such use.

B. OLYMPIA shall pay the electricity, water and sewer utility charges for the Premises.

IV. Method of Payment

N/A

V. Indemnification & Insurance

OLYMPIA shall indemnify, defend, and hold harmless OSD from all claims, suits, actions, or liability whatsoever which arise from OLYMPIA's use of the Premises; provided, that the obligation to indemnify, defend and hold harmless provision shall not apply to claims, suits, actions, or liability arising out of the negligent acts or omissions of OSD or out of latent defect or hazards in the condition of the Premises. In the case of suits, actions, claims or liability arising out of the negligence of OSD, or its employees or agents, or which are due to latent defects or hazards in the condition of the Premises, OSD shall likewise indemnify, defend and hold harmless OLYMPIA for same.

Each party shall carry adequate insurance covering the liability described above. Furthermore, each party shall indemnify the other for any damage caused by the indemnifying party's employees, agents, or program participants to the other party's property or facilities.

VI. Joint Board

This Agreement creates no Joint Board and no separate legal entity.

VII. Duration of Agreement

This Agreement shall be effective for 25 (twenty-five) years from its Effective Date, unless otherwise terminated in the manner described under the termination section of this Agreement.

VIII. Termination of Agreement

Termination for Cause. Either party may terminate this Agreement for non-performance of the other party, provided notice of non-performance and a reasonable opportunity to cure has been given, provided such termination does not negatively affect any pre-existing grant obligations of either party.

Termination for Convenience. Upon completion of the 25-year term, this Agreement may be terminated upon sixty (60) days notice to the other party using the method of notice provided for in this Agreement.

IX. Amendments

Any amendment of the terms of this Agreement shall be subject to review and approval by each party's legally authorized signatory for interlocal agreements.

X. Miscellaneous Provisions:

1. OLYMPIA may schedule the fields for the use by community athletic associations. These associations are not, however, a part of nor do they represent OLYMPIA in any manner. Supervision, field preparation, liability, and facility damage are the sole responsibility of the association.

2. Field renovation/maintenance fees may be assessed by OLYMPIA to groups that are allocated field use to assure the usability and safety of the maintained fields.

3. A party's non-performance of maintenance obligations set forth in this Agreement shall be excused if performance of the obligation is prevented or would be rendered useless by the other party's non-performance.

XI. Entire Agreement

This Agreement, together with **Exhibit A**, sets forth all terms and conditions agreed upon by OLYMPIA and OSD, and supersedes any and all prior agreements, oral or otherwise, with respect to the use of Stevens Field by OLYMPIA as a City Park.

XII. Recording

Prior to its entry into force, this Agreement shall be filed with the Thurston County Auditor's Office or posted upon the websites or other electronically retrievable public source as required by RCW 39.34.040.

XIII. Employment Relationship

Employees of each agency shall remain at all times under the direction and control of their original agency and the performance of work for any other agency pursuant to this Interlocal Agreement shall not change that relationship for any purpose. Neither agency shall be deemed to have agreed to pay the other agency's employees any wages or benefits afforded to its own employees. Further, each agency's responsibilities to its own employees for work place injuries shall remain unchanged by this Interlocal Agreement.

XIV. Communication

A. To provide a direct means of communication and facilitate maintenance of a positive working relationship between OSD and OLYMPIA, OSD and OLYMPIA staff will meet regularly to address facility improvements, schedule changes, registration, specific site issues and other concerns. In addition, OSD building administrators and OLYMPIA supervisors are encouraged to regularly communicate any concerns that require immediate attention.

B. OSD and OLYMPIA shall conduct an annual, comprehensive review and assessment of facility use, maintenance needs, current conditions, and current policies.

XV. Notice

Any notice required under this Agreement shall be to the party at the address listed below and shall become effective three days following the date of deposit in the United States Postal Service.

CITY OF OLYMPIA

Attn: Mr. Paul Simmons, Director, OPARD

PO Box 1967

Olympia, WA 98507-1967

Re: Interlocal Agreement with OSD # 111 for Stevens Field

OLYMPIA SCHOOL DISTRICT #111

Attn: Ms. Jennifer Priddy, Facilities, OSD

1113 Legion Way SE

Olympia, WA 98501

Re: Interlocal Agreement with City of Olympia for Stevens Field

XVI. Records

Each party shall maintain its own public records and shall be solely responsible for responding to records requests received about the subject matter of this Interlocal Agreement.

XVII. Interpretation and Venue

This Agreement shall be governed by the laws of the State of Washington as to interpretation and performance. The parties hereby agree that venue for enforcement of this agreement shall be the Superior Court of Thurston County.

XVIII. Effective Date

Once signed by both parties, this Agreement shall take effect as of the date of filing or posting as required by RCW 39.34.040.

XIX. Dispute Resolution

If the parties have a dispute regarding the Agreement that they are unable to resolve, they hereby agree to engage in alternative dispute resolution through mediation before terminating the Agreement prior to the 25 year term or filing a lawsuit.

CITY OF OLYMPIA

OLYMPIA SCHOOL DISTRICT #111


Mayor

Superintendent

Date: _____

Date: _____

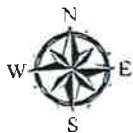
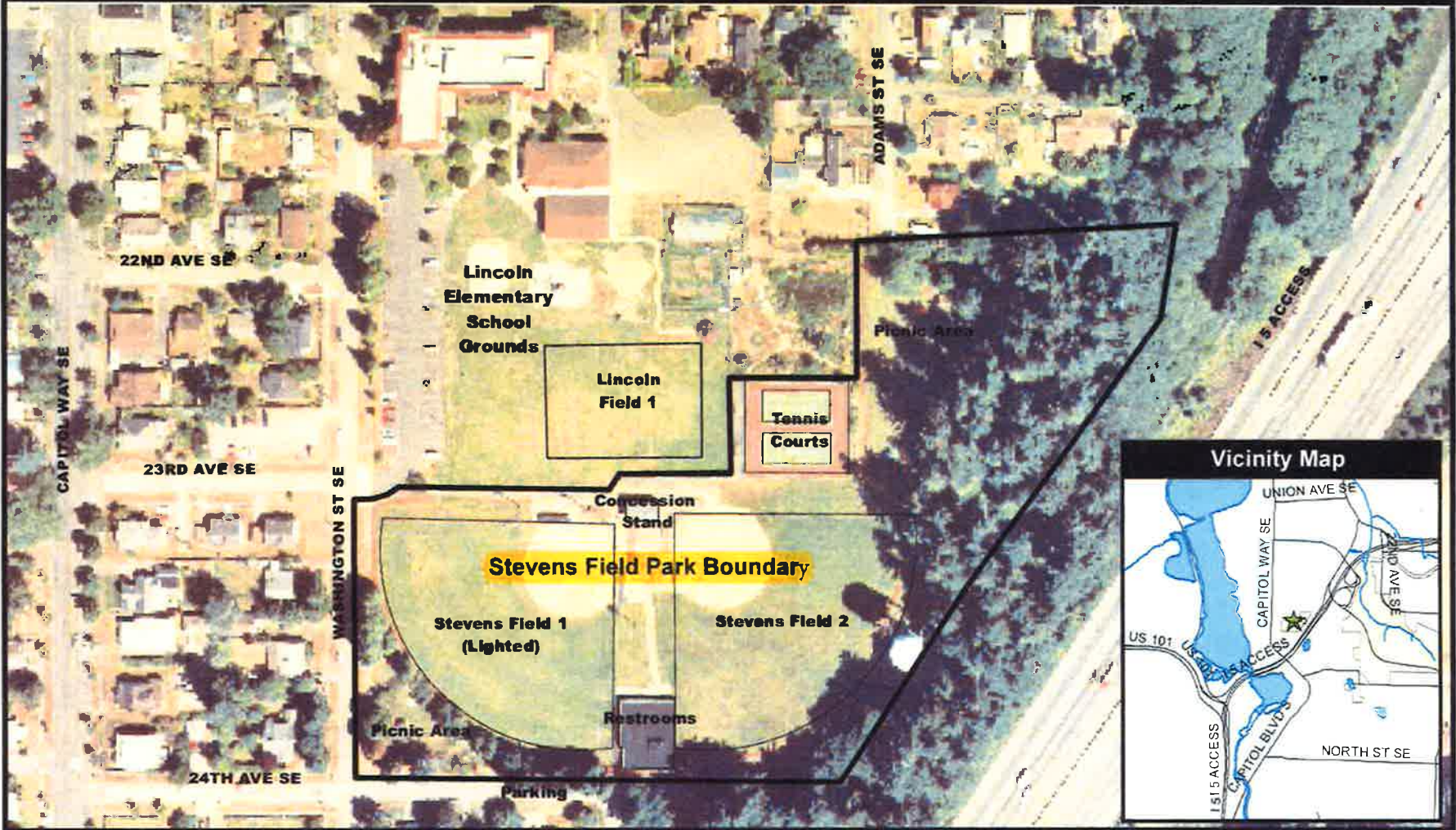
Approved as to Form:



Annaliese Harksen
Assistant City Attorney

Exhibit A - OSD/City Contract for Stevens Field

300 24th Ave. SE



Experience It!

OLYMPIA
PARKS • ARTS • RECREATION

Map produced by the City of Olympia Parks, Arts and Recreation Department. For more information, call (360) 753-8380.

December 3, 2007