

AGREEMENT

Community College District No. 4 of the State of Washington, hereinafter referred to as "the College," and Skagit County, do hereby, this 15<sup>th</sup> day of May, 1995, enter into the following Inter-Local Cooperation Agreement.

WITNESSETH:

WHEREAS, Skagit Valley College and Skagit County wish to enter into an agreement to accomplish the coordination of recreational activity fields and courts on property held by the State of Washington for the use of Skagit Valley College; and

WHEREAS, the Inter-Local Cooperation Act, RCW Chapter 39.34, provides that any two public agencies of the state having separate authority to exercise a particular power may enter into an agreement for cooperative or joint exercise of that power; and

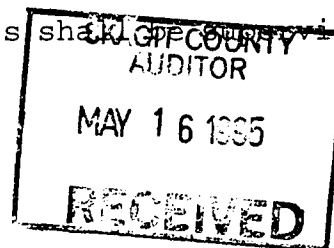
NOW, THEREFORE, IT IS MUTUALLY UNDERSTOOD AND AGREED THAT:

1. Duration. The duration of this Agreement shall be until June 30, 2028, and shall be renewable on that date unless mutually terminated by written agreement.

2. Purpose. The purpose of this Agreement is to establish an arrangement under which the College and Skagit County will cooperate in the use of recreational activity fields and courts upon land owned by the State of Washington as shown on the section map which is attached hereto as Exhibit "A."

3. Scheduling of all fields and courts shall be provided by Skagit County.

cc: Parks, Auditor



a. Skagit County programs shall have first scheduling priority year around; the College shall have second priority for educational classes, varsity athletic events and extracurricular activities; other groups shall have third priority.

b. Any request for a schedule change shall be in writing and shall be forwarded to Skagit County three (3) weeks prior to the intended usage date.

4. Maintenance of Grounds. The College will be responsible for the mowing of the baseball field, 3 softball fields and soccer field during the life of this Agreement. Mowing shall occur on a regularly scheduled basis throughout the year. During peak growing months of the year, May, June, July, August and September, the College may be required to mow the fields twice per week to provide a safe and playable surface for the scheduled activities of this facility. Skagit County will be responsible for the mowing of grounds outside of the playing surfaces listed above, the pruning and maintenance of flower beds, shrubs and trees. Skagit County will prepare the infield surfaces of all ballfields for practices and/or games scheduled by Skagit County or the College, collect garbage and maintain the cleanliness of the restrooms, bleachers, picnic areas and dugouts, inspect and repair all playgrounds and utilities of the facility and obtain supplies for the maintenance and operation of this facility.

The College will maintain the integrity of the jogging trail through annual applications of material to the surface to prevent erosion and maintain a safe and smooth running surface. The College will pay for the cost of supplies furnished by Skagit

County to line and prepare fields for scheduled College games. The County will bill the College at the end of the respective season. Said supplies will be purchased by the County and a record of use will be maintained by County staff and submitted to the College at the time of billing.

The County and the College will cooperatively work on joint capital projects that will enhance the safety, maintenance and playability of the Playfields as approved by both parties.

5. The College shall be responsible for the payment of all reasonable utilities necessary for the operation of the fields and areas developed under this Agreement, except the cost of lighting for non-College-sponsored activities, which shall be borne by the County.

6. Liability Insurance. It is understood and agreed that this Agreement is solely for the benefit of the parties hereto and gives no right to any other party. No joint venture or partnership is formed as a result of this Agreement. Each party hereto agrees to be responsible and assumes liability for its own negligent acts or omissions, or those of its officers, agents, elected officials, or employees to the fullest extent required by the law, and agrees to save, indemnify, defend and hold the other party harmless from any such liability. In the case of negligence of both the College and the County, any damages allowed shall be levied in proportion to the percentage of negligence attributable to each party, and each party shall have the right to seek contribution from the other party in proportion to the percentage of negligence attributable to the other party.

This indemnification clause shall also apply to any and all causes of action arising out of the performance of work activities under this Agreement.

7. The County or the College may install additional or improved lighting, a sound system, score boards, and portable bleachers, of adequate and safe design, as approved by the joint board. Ownership and control shall remain with the installing party during the entire period of this Agreement, and the installing party may remove the same at the termination of this Agreement, provided that any damage done by removal shall be repaired by the installing party.

8. This Agreement shall be administered by a joint board consisting of two (2) individuals: the Skagit County Director of Parks and Recreation, the Athletic Director of Skagit Valley College. A third party mutually selected by these individuals shall be appointed as an ad hoc member of the board in the event no agreement can be reached on a matter by the other two members. The joint board shall be empowered to make decisions concerning scheduling, maintenance, of fields, grounds and facilities, and payment of utilities, and to make recommendations concerning facility expansion/construction, and the continuation, modification or termination of this Agreement. In the event no agreement can be reached on non-routine budgetary matters, the issue will be advanced to a dispute resolution board consisting of three (3) appointees of the Skagit County Commissioners and three (3) appointees of the Board of Directors of Skagit Valley College for their consideration and resolution.

9. This Agreement shall not take effect until approved by resolution of the Board of Commissioners of Skagit County and the Board of Trustees of Skagit Valley College.

10. This Inter-Local Cooperation Agreement contains the entire agreement between Skagit County and the Board of Trustees of Skagit Valley College, District No. 4, and shall not be modified in any manner except by an instrument in writing executed by both parties. It supersedes and replaces the prior Inter-local Cooperation Agreement between the parties dated June 14, 1983.

SKAGIT VALLEY COLLEGE  
DISTRICT NO. 4

James M. Ford  
Signature  
5-5-95  
Date

BOARD OF COUNTY COMMISSIONERS  
SKAGIT COUNTY, WASHINGTON

Robert [unclear] 5-15-95  
Chairman Date

[unclear] 5-15-95  
Commissioner Date

Ted Anderson 5-15-95  
Commissioner Date

Approved as to form only:

John R. Moffat 3-9-95  
Skagit County Prosecuting  
Attorney Date

James L. Bole 3-27-95  
Assistant Attorney General Date