

**INTERLOCAL AGREEMENT FOR JOINT PARKING BETWEEN THE CITY OF
CENTRALIA, THE CENTRALIA SCHOOL DISTRICT and
THE LEWIS COUNTY PUBLIC FACILITIES DISTRICT**

This INTERLOCAL AGREEMENT (this "Agreement") for joint parking is entered into by and among the CITY OF CENTRALIA (the "City"), a code city duly organized and existing under and by virtue of the laws of the State of Washington, the CENTRALIA SCHOOL DISTRICT (the "School District"), a first class school district duly organized and existing under and by virtue of the laws of the State of Washington, and the LEWIS COUNTY PUBLIC FACILITIES DISTRICT (the "PFD"), a Washington public facilities district duly organized and existing under and by virtue of the laws of the State of Washington (collectively, the "Parties").

WHEREAS, the City, the School District and the PFD have determined to jointly proceed with the design and construction of an event center and sports complex that constitutes a "regional center" under RCW 35.57.020, to serve the State of Washington, other portions of the Pacific Northwest and western Canada (the "Event Center/Complex" or, the "Project"); and

WHEREAS, in connection with Project, the City and the School District have agreed to provide parking to the Event Center/Complex; and

WHEREAS, the City, the School District and the PFD have the authority to enter into interlocal agreements under chapter 39.34 RCW for joint and cooperative action, including provisions to finance joint or cooperative undertakings, multi-purpose community centers, regional centers and other facilities and to provide for services to be provided by one government to another; and

WHEREAS, the City, the School District and the PFD have the authority, pursuant to applicable provisions of state law, including chapters 35.57, 36.100, 28A.335 and 67.20, to acquire, design, construct, own, remodel, maintain, equip, re-equip, repair, finance and operate the Event Center/Complex, included related parking facilities;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the Parties hereby covenant and agree as follows:

1. **Controlling Language; Defined Terms.** Insofar as the specific terms and provisions of this Agreement purport to amend or modify or are in conflict with the specific terms, provisions and exhibits of that certain Interlocal Agreement For Development Of Event Center And Sports Complex dated June 15, 2010, between the Parties (the "Regional Center Interlocal Agreement"), the terms and provisions of this Agreement shall govern and control. All terms capitalized but not defined herein have the same meaning ascribed to such terms in the Regional Center Interlocal Agreement.

2. **Purpose of the Agreement.** The purpose of this Agreement is to memorialize the agreement of the City and the School District to provide parking for the Event Center/Complex.

3. **Event Center/Complex Parking.** The City and the School District shall jointly provide, without the payment of rent or other consideration on-site and off-site parking spaces

within or near the boundaries of the Event Center/Complex as designated on Exhibit A for the non-exclusive use, on a first-come, first-served basis, of: (a) the PFD, (b) the City, (c) the School District, (d) the tenants, subtenants, and occupants of the Event Center/Complex and any surrounding properties owned by the City and the School District, and (e) their respective agents, employees, licensees, and invitees. So long as at all times there is sufficient parking as required by all applicable building and zoning codes, ordinances and laws for the full use and enjoyment of the Event Center/Complex, the Parties agree that: (i) the actual location of any Parking Spaces shall be determined by the City and the School District, (ii) the City and the School District shall each have the right to change the location of any Parking Spaces located on its land (provided the Party changing the location of any Parking Spaces on its land shall provide reasonable prior written notice to the other Parties of any changes), (iii) portions of the off-site Parking Spaces for the District in its High School, Middle School and District Offices may be reserved for the District's exclusive use during school days and business hours, and evening and weekends hours, to accommodate historically or previously scheduled District uses or events, and (iv) the City and School District may each adopt reasonable rules and regulations governing the use of any parking areas on its land (provided no rules and regulations may materially detract from or conflict with the rights granted under this Agreement). The rules and regulations may prohibit overnight parking. The Parties acknowledge and agree that during certain times or events the Parking Spaces may not satisfy all of the parking demands of the Event Center/Complex and the surrounding properties owned by the City and the School District.

4. **Large Event Parking.** Use of the High School parking lot shall require that the LLC or Event Coordinator provides shuttle or other transportation between the lot and the Event Center/Complex. During large events, the LLC or Event Coordinator shall provide appropriate traffic control.

5. **Use of Parking Areas.** All parking areas are to be used only for the parking of currently licensed and operable passenger motor vehicles and motorcycles. Parking or storage of dismantled, wrecked or inoperable vehicles, or other personal items is prohibited. Washing, cleaning, repairing or working on vehicles shall be prohibited. No trash or debris may be placed or discarded in the parking areas. The City or the School District may charge any responsible party for the cost of cleaning and removing any trash or debris placed or discarded in the parking areas, payable within thirty (30) days after receipt of an invoice.

6. **Access.** The City and the School District shall permit, without the payment of rent or other consideration, on a non-exclusive basis, all authorized users of the parking to travel across the lands of the City and the School District as reasonably necessary and appropriate for pedestrian and vehicular ingress and egress to and from the parking areas, the Event Center and the Sports Complex. For clarification, the access areas are not intended to include any areas on the lands of the City or the School District that are not necessary and appropriate for such ingress and egress. So long as at all times there is sufficient access for the full use and enjoyment of the parking areas, the Event Center and the Sports Complex, the Parties agree that: (i) the location of all access areas shall be determined by the City and the School District, (ii) the City and the School District shall each have the right to change the location of any access areas located on its land (provided the Party changing the location of any access areas on its land shall provide reasonable prior written notice to the other Parties of any changes), and (iii) the City and School District may each adopt reasonable nondiscriminatory rules and regulations governing the use of

the access areas on its land (provided no rules and regulations may materially detract from or conflict with the rights granted under this Agreement).

7. **Ownership of Land Associated with Parking and Access Areas.** The City and the School District shall retain ownership of their respective lands utilized for parking and access as outlined in this Agreement. The City and the School District shall retain all rights to use and enjoy their respective lands utilized for parking and access for any purposes not inconsistent with the rights granted under this Agreement. There is no transfer of ownership of any lands as a result of this Agreement.

8. **Maintenance and Repair of Parking and Access Areas.** The City and the School District shall each, at its sole cost, keep (or cause to be kept) all parking and access areas (including, without limitation, all paving (with no expectation for repaving at any time during the existence of this Agreement), lighting, walkways, trash cans, and associated landscaping) located on its land in a neat, clean, and safe condition, free from debris, in compliance with all applicable laws, codes and regulations. EXCEPTION: Outside of ordinary clean-up and maintenance, the event coordinator shall be responsible for the actual clean up following an event, as well as the expense of the clean up.

9. **Duties, Rights and Responsibilities of the Parties.** In exercising their rights hereunder, each Party shall conform to and comply with all valid ordinances, regulations and laws affecting the Event Center/Complex or any improvements thereon or the use thereof.

10. **Indemnification.** To the extent permitted by law, the City, the School District and the PFD shall each indemnify the other Parties and their respective officers and agents from all claims, losses, suits, actions, legal or administrative proceedings, costs, attorneys' fees, litigation costs, expenses, damages, penalties, fines, judgments, or decrees by reason of any death, injury or disability to or of any person, including employees, to the extent caused by its and/or its officials, officers, employees, agents, contractors or subcontractors negligent acts, errors or omissions in the use of the City and School District lands under this Agreement. For clarification, the PFD indemnification obligations hereunder do not include or extend to the negligent acts, errors or omissions of any tenants, subtenants or occupants of the Event Center and their respective agents, contractors, subcontractors, employees and invitees; provided, the City and/or the School District may each require any tenant, subtenant or occupant of the Event Center and/or their respective agents, contractors, subcontractors, employees and invitees to agree to any waiver of claims, assumption of risk and/or indemnification reasonably requested by the City and/or the School from time to time.

11. **Remedies Upon Default; Dispute Resolution.** The terms and provisions of Article 7 of the Regional Center Interlocal Agreement are hereby incorporated in the Agreement as if fully set forth herein. If any Party is in default of its obligations under this Agreement or there is any dispute over any terms or conditions under this Agreement, the Parties agree Article 7 of the Regional Center Interlocal Agreement shall govern the right and remedies of the Parties with respect to any such defaults or disputes.

12. **Governing Law-Venue.** This Agreement is governed by and shall be construed in accordance with the substantive laws of the State of Washington and shall be liberally

15. **Force Majeure.** A Party shall not be liable to the Parties hereto or deemed in breach or default hereunder if and to the extent its performance hereunder is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of such Party and could not have been avoided by exercising due care. Force majeure shall include acts of God, terrorism, war, riots, strikes, fire, floods, earthquakes, epidemics or other similar occurrences.

16. **Severability.** In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

17. **Amendments.** This Agreement may be amended, changed, modified or altered by an instrument in writing duly executed by the Parties (or the successors in title of each).

18. **No Rights Created in Third Parties.** The terms of this Agreement are not intended to establish or to create any rights in any persons or entities other than the Parties and the respective successors of each.

19. **Section Headings Not Controlling.** The headings of the several Sections of this Agreement have been prepared for convenience of reference only and shall not control, affect the meaning of, or be taken as an interpretation of any provision of this Agreement.

20. **Time of Essence.** Time and all terms and conditions shall be of the essence of this Agreement.

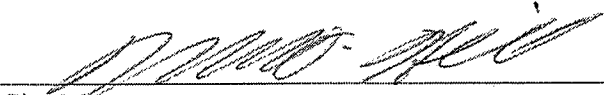
21. **Effective Date.** This Agreement shall become effective upon its full execution. All acts performed by any Party prior to the effective date of this Agreement and consistent with its terms, are ratified and confirmed.

22. **Termination of Agreement.** This Agreement shall terminate on December 31, 2052, unless further extended in writing by the Parties from time to time.

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LEND MONEY, EXTEND CREDIT, OR FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

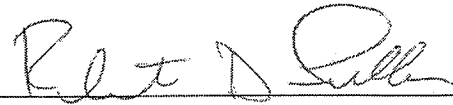
IN WITNESS WHEREOF, the City, the School District and the PFD have caused this Agreement to be executed in their respective names by their duly authorized officers, and have caused this Agreement to be dated as of the date set forth on the first page hereof.

CITY OF CENTRALIA



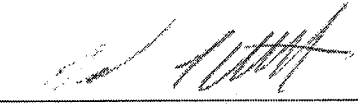
City Manager

CENTRALIA SCHOOL DISTRICT



President of the Board

LEWIS COUNTY PUBLIC FACILITIES
DISTRICT



Chair, Board of Directors

EXHIBIT A

Designation of Parking Spaces