

**CITY OF CENTRALIA
INTERLOCAL AGREEMENT
WITH
CENTRALIA SCHOOL DISTRICT NO. 401**

This Agreement is entered into between the City of Centralia, a Washington municipal corporation, ("City") and Centralia School District No. 401, a first-class school district, ("District") upon the date of signature by both parties.

RECITALS

- A. The City and the District each own and operate recreational facilities situated on and around Borst Park and the District's property adjacent to Borst Park. Both parties are authorized under Chapter 67.20 RCW to acquire land and to build, control, supervise, improve, operate, and maintain recreational facilities upon such land. The Interlocal Cooperation Act, Chapter 39.34 RCW, authorizes two or more public agencies to enter into agreements with one another for joint or cooperative action to exercise any powers, privileges, or authority exercised or capable of exercise by the parties.
- B. The City and the District, along with the Public Facilities District, entered into an Interlocal Agreement for Development of an Event Center and Sports Complex at Borst Park on December 19, 2012 ("2012 Interlocal"). The 2012 Interlocal describes the cooperative operation of sports facilities owned by the three entities at the sports complex, which is located on part of Borst Park and the District's adjacent property ("Sports Complex").
- C. Under the terms of the 2012 Interlocal, the City is responsible for, *inter alia*, managing scheduled uses of the multiuse/quad fields and the tennis courts ("Fields"), which are facilities owned by the District and considered part of the Sports Complex.
- D. Both parties undertook turf projects to replace the natural grass on certain fields within the Sports Complex with artificial turf. The City and the District have agreed to allocate a portion of the fees collected for the use of the turf fields to future maintenance, repairs, and replacement.

AGREEMENT

Premised on the Recitals above and in consideration of the mutual promises and understandings of the parties set forth below, the parties hereby agree as follows:

§1. Purpose.

The City and the District would like to collaborate to provide for the funding, fiscal management, operation, and maintenance of the facilities at the Sports Complex. The purpose of this agreement is to outline the roles and responsibilities of the parties and how fees charged in relation to the use of the facilities will be distributed upon collection.

§2. Duration.

This agreement shall be effective from the date of execution by both parties to December 31, 2040, unless terminated earlier as provided herein.

§3. Managing Field Usage.

The City shall continue to manage scheduled uses of the Fields pursuant to the 2012 Interlocal, shall collect all fees charged for the use of the Fields, and shall distribute said fees to the District pursuant to this agreement.

§4. Fee Schedule.

The parties shall mutually agree to a common fee schedule with the understanding that the fees are intended to offset the overall costs of operation, maintenance, repair, and replacement of facilities at the Sports Complex. This fee schedule shall be reviewed, amended as needed, and readopted as part of the City's budget cycle in 2026 and every two years thereafter.

§5. Turf Field Maintenance and Replacement Fund.

The City shall establish a Turf Field Maintenance and Replacement Fund ("Fund"). The parties shall agree in writing on the portion of the fees that will be deposited into the Fund in order to cover future maintenance, repair, and replacement costs. The City shall act as fiscal agent and fiduciary of the Fund and shall be responsible for depositing collected fees into the Fund, maintaining and accounting for the deposited funds, and remitting distributions to the District upon request.

§6. Collection and Distribution of Fees.

The collection and distribution of the fees charged for field usage shall be as follows:

(a) Field Rental Fees

- (i) Fees charged for field rental shall be allocated to the party that owns the property for which the rental fee has been assessed.
- (ii) The agreed-upon portion of the fee shall be deposited into the Fund and earmarked for the property owner.
- (iii) The remainder of the fee shall be remitted to the property owner.

(b) Field Preparation Fees

- (i) The City shall be entitled to and shall retain all fees charged for field preparation.
- (ii) Field preparation fees shall include any fees charged for providing or moving fencing.

(c) Facility Use Fees

- (i) Fees charged for facility use shall be remitted to the party that owns the facility.

(d) Sports Camp/Clinic Fees

- (i) Fees collected for hosting sports camps/clinics shall be dispersed to the party that owns the property upon which the camp/clinic is held.

(e) Practice Fees

- (i) Practice fees charged for use of turfed fields shall be deposited into the Fund and earmarked for the property owner.
- (ii) Fees for the use of dirt fields shall be remitted to the City.

(f) Optional Amenity Fees

- (i) Fees charged for the use of field lighting shall be remitted to the party that owns the property upon which the lights are located.
- (ii) Fees charged for clay and drying agents shall be remitted to the City to cover the costs of procuring the goods.
- (iii) Fees charged for providing portable toilets shall be remitted to the City to cover the costs of procuring the services.

§7. Ownership of Property.

All land, facilities, and equipment that is maintained, acquired, improved, or used in connection with this agreement shall remain the property of the respective party that owns, purchased, or otherwise procured the property. No joint property ownership is intended or agreed to by the parties.

§8. Early Termination; Termination by Mutual Agreement.

Either party may terminate this agreement for any reason upon one hundred eighty (180) days written notice to the other party.

This agreement may also be terminated, in whole or in part, if and when both parties agree that continuation is not feasible or would not produce beneficial results for both parties. In the event of mutual termination, the parties must agree on the termination conditions, including the effective date, the portion to be terminated, and how any remaining funds will be distributed.

§9. Recordkeeping; Access to Records.

As fiscal agent and fiduciary, the City shall maintain all financial records relating to the Fund and the fees collected in accordance with generally accepted accounting principles and any other applicable governmental accounting requirements.

The District and any duly authorized representative of the District shall have full access to and the right to examine, audit, excerpt, or transcribe all records related to the operation, maintenance, and administration of the Fields and the Fund.

§10. Indemnification/Hold Harmless.

Each party shall defend, indemnify, and hold the other party, its officials, officers, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits, including attorney fees, arising out of or in connection with any acts, errors, or omissions of the party in performance of this agreement, except for claims, injuries, damages, or losses caused by the sole negligence of the other party.

§11. Designation of Officials to Execute Agreement and Amendments.

The City Manager or their designee is the official authorized to execute this agreement and any amendments to this agreement on behalf of the City.

The District's representative who is duly authorized by law to execute this agreement is the official authorized to execute this agreement and any amendments on behalf of the District.

Either party may request amendments to this agreement; however, amendments will not take effect until mutually agreed to, in writing, by both parties.

§12. Severability.

If any term or condition of this agreement or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other portions of the agreement which can be given effect without the invalid term or condition.

§13. Governing Law; Compliance with Law.

This agreement shall be governed by, construed according to the laws and regulations of, and subject to the jurisdiction of the State of Washington.

The parties shall comply with all applicable state and federal laws, rules, and regulations, including but not limited to, those regarding procurement, labor relations, open public meetings, public records, and nondiscrimination.

§14. Entire Agreement; Counterparts.

This instrument contains the entire agreement between the parties. Any statements, inducements, or promises not contained herein will not be binding upon the parties.

This agreement or any amendment to this agreement may be signed in any number of counterparts; each of which will be considered an original, and all of which taken together will constitute one agreement or amendment, as the case may be.

ACCEPTANCE PROVISIONS.

The parties acknowledge they have read and understand this agreement, they agree to its provisions, and that it will be effective on the date when both parties have signed.

CITY OF CENTRALIA	CENTRALIA SCHOOL DISTRICT NO. 401
By: <u>Michael Thomas</u> (Signature)	By: <u>Lisa Grant</u> (Signature)
<u>Michael D. Thomas, City Manager</u> (Typed or Printed Name, Title)	<u>Lisa Grant, Superintendent</u> (Typed or Printed Name, Title)
<u>7/8/25</u> (Date)	<u>8/12/25</u> (Date)