

**INTERLOCAL RECREATION AND SPORTS FACILITY
COOPERATIVE AGREEMENT
BETWEEN
THE CITY OF CONNELL AND NORTH FRANKLIN SCHOOL DISTRICT

MUTUAL COVENANTS AND CONTRACT
NORTH FRANKLIN SCHOOL DISTRICT AND CITY OF CONNELL**

THIS CONTRACT dated this 23rd day of April 2002, between NORTH FRANKLIN SCHOOL DISTRICT, a public school district in the State of Washington and having its principal place of business at 1100 West Clark, Connell, Washington 99326, hereinafter referred to as "DISTRICT", and CITY OF CONNELL, a municipal corporation organized and existing under the laws of the State of Washington and having its principal place of business at 104 East Adams, Connell, Washington, 99326, hereinafter referred to as "CONNELL".

RECITALS:

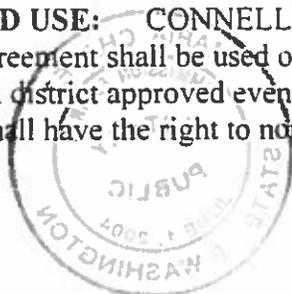
1. DISTRICT is organized by act of the Washington State Legislature and conducts business and provides facilities as authorized by laws of the State of Washington.
2. CONNELL is a municipal corporation, organized and operating pursuant to the laws of the State of Washington for the statutory purposes designated by the Washington State Legislature.
3. **WHEREAS**, it has been agreed upon by the City and the District that CONNELL and DISTRICT desire to enter into this agreement to provide for the joint sponsorship of certain athletic fields referred to as the Athletic Fields Project, and
4. **WHEREAS**, the DISTRICT and the CONNELL will work together to seek and secure additional funding for additional phases, and
5. **WHEREAS**, CONNELL and DISTRICT also desire to provide for the joint construction, maintenance, and operation of the Athletic Fields Project.

NOW, THEREFORE, in consideration of the mutual benefits to be derived from this agreement, the City and District, agree as follows:

**IN CONSIDERATION FOR THE MUTUAL COVENANTS CONTAINED
HEREIN, THE PARTIES AGREE AS FOLLOWS:**

SECTION ONE - FUNDING: CONNELL and DISTRICT agree to share in the construction, maintenance, and operation costs of the Athletic Fields Project as funds are obtained from local sources and state or federal grants.

SECTION TWO - FIELD USE: CONNELL and DISTRICT agree that the fields covered by this agreement shall be used only for civic approved recreational field purposes or school district approved events, and will not be converted to any other use. Each party shall have the right to non-exclusive use and possession of the property.



SECTION THREE - GOVERNING LAW AND VENUE: This contract shall be construed in accordance with and governed by Laws of the State of Washington. The parties hereto agree that any action relating to this contract shall be instituted and maintained in the courts of the County of Franklin, State of Washington and each party hereto waives their right to change of venue.

SECTION FOUR - HOLD HARMLESS INDEMNITY: DISTRICT and CONNELL agree to indemnify, and defend the other, its agents and employees, to the maximum extent permitted by law, from all claims, demands, suits and actions, including costs and attorneys' fees, brought against the other for loss, damage or injury to person or property arising from the negligence of the indemnifying party in any manner resulting from or arising out of this agreement and the performance thereunder by either party.

In cases of concurrent negligence, the duty to indemnify hereunder shall be limited to the extent of each party's own negligence.

SECTION FIVE - DESCRIPTION OF PROPERTY INVOLVED: Attached as Exhibit A is a description of the property covered by this agreement.

1. EFFECTIVE DATE OF AGREEMENT:

This agreement shall be effective upon its approval and execution by the parties hereto and shall continue in effect until such time as it is terminated as specified below.

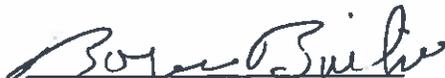
2. TERMINATION:

Either party may terminate this agreement for noncompliance of its terms by giving thirty (30) days written notice to the other party.

IN WITNESS HEREOF, the parties have duly executed this Contract the day and year first above written.

NORTH FRANKLIN
SCHOOL DISTRICT

CITY OF CONNELL


Roger Bullie, Board Chair


Gary Walton, Mayor

ATTEST:

