

INTERLOCAL AGREEMENT BETWEEN
CITY OF PROSSER AND THE PROSSER SCHOOL DISTRICT
REGARDING USE OF PUBLIC FACILITIES

This agreement is made in entered into this 1st day of May, 2015, by and between The City of Prosser, (City), a municipal corporation, and the Prosser School District, #116 (District), a municipal corporation;

WHEREAS, the City desires to use certain property owned by the District; and

WHEREAS, the City and District desire to set forth their agreement regarding the City's use of the District's facilities, and

WHEREAS, the parties hereto are authorized by RCW 39.34.080 to enter into this agreement; and

WHEREAS, no separate entity will be created pursuant to this agreement; and

WHEREAS, no jointly owned property will be acquired pursuant to this agreement; and

NOW THEREFORE in consideration of the mutual benefits to be derived hereby and the terms, conditions and covenants contained herein City and District agree as follows:

1. The City may use the following property as an overflow parking lot for the City's aquatic center and as an overflow parking lot for activities occurring at E. J. Miller Park at no cost other than as provided herein:

Lots 7 through 12, inclusive, Block 70, TOWN OF PROSSER, according to the plat thereof recorded in Volume 1 of Plats, page 1, records of Benton County, Washington;

EXCEPT South 15 feet conveyed to City of Prosser by deed recorded under Auditor's File No. 203887.

TOGETHER WITH that portion of PARK AVENUE vacated by City of Prosser ordinance No. 03-2420 and recorded under Auditor's File No. 2003-046522.

Having Benton County Parcel Number: 1-0284-403-0070-007

Lots 13, 14, 15, and 16, Block 70, TOWN OF PROSSER, according to the plat thereof recorded in Volume 1 of Plats, page 1, records of Benton County, Washington;

TOGETHER WITH that portion of vacated First Street in the City of Prosser lying South of Bennett Avenue and West of the West line of Kinney way extension as it existed on May 29, 1962;

TOGETHER WITH that portion described as follows:

Beginning at a point on the North line of Park Avenue in the City of Prosser, distant North 0°48' East 40 feet and North 89°12' West 30 feet from the Northeast corner of the West half of the Northwest quarter of the Northeast corner of Section 11, Township 8 North, Range 24 East, W.M., thence North 89°12' West 131.00 feet; thence North 47°06' West 15.7 feet; thence North 43°37' East 143.5 feet; thence South 21°36' East along the Westerly line of Kinney Way in City of Prosser to a point North 00°48' East a distance of 9.1 feet from the point of beginning; thence South 00°48' West 9.1 feet to the point of beginning.

TOGETHER WITH that portion of PARK AVENUE vacated by City of Prosser ordinance No. 03-2420 and recorded under Auditor's File No. 2003-046522.

Having Benton County Parcel Number: 1-0284-403-0070-011

That portion of Section 11, Township 8 North, Range 24 East W.M., records of Benton County, Washington described as follows:

Beginning at a point 434 feet East of the Northwest corner of the Northeast quarter; thence South 166-2/3 feet; thence East 186 Feet; thence North 166-2/3 feet; thence West 186 feet to the point of Beginning, in Section 11, Township 8 North, Range 24 East W.M., records of Benton County Washington.

TOGETHER WITH that portion of PARK AVENUE vacated by City of Prosser ordinance No. 03-2420 and recorded under Auditor's File No. 2003-046522.

Having Benton County Parcel Number: 1-1184-100-0009-000

2. The City shall pay all costs necessary for it to use the use the above-described property as an overflow parking lot for the City's aquatic center and for an overflow parking lot for activities occurring at E. J. Miller Park. The City agrees to hold the District harmless from any damages of any nature whatsoever caused by fugitive dust created by the City's use of the above-described real property. The District will remove the existing no-

parking signs on the above-described real property and the City will replace the same no-parking signs at the same location when this agreement terminates.

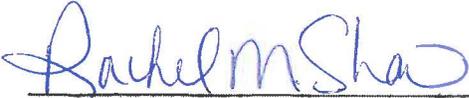
3. The City will act as the administrator of this agreement.
4. This agreement will not result in a separate agency being created.
5. This agreement will not result in the acquisition of property. All improvements the City makes to the above-described property shall belong to the District when this agreement terminates.
6. City shall indemnify the District from, and against, any and all claims, demands, causes of action, suits or judgments, including, but not limited to, any claims of insurance carriers, the Department of Labor and Industries, the Department of Social and Health Services, and any federal agency, health care provider of governmental taxation agency, (including costs and expenses incurred in connection therewith), for deaths or injuries to persons or for loss of or damage to property arising out of, or in connection with, the use and occupancy of the property by City, its agents, servants, employees, elected or appointed officials, or invitees. In the event of any claims made or suits filed, District shall give City prompt written notice thereof and City shall have the right to defend or settle the same to the extent of its interest hereunder.
7. This agreement shall be in effect from May 1, 2015, and shall continue in full force and effect until terminated by either party upon sixty days advance written notice to the other party. Notices shall be sent by first class mail, postage prepaid, to District at 1126 Meade Avenue Suite A, Prosser, Washington, and to City at 601 7th Street, Prosser, Washington 99350.
8. The terms and conditions of this agreement shall be interpreted under the laws of the State of Washington and any action brought to enforce this agreement shall be brought in Benton County Superior Court.
9. This agreement may be amended or modified only by written agreement duly executed by the parties hereto. This agreement shall be executed in duplicate originals and be approved by a duly passed resolution of each party's governing body. One original shall go to each party.
10. City shall record its original document with the Benton County Auditor and City shall furnish a copy of the recorded original to District.

City of Prosser by:



Paul Warden, Mayor

Attest:



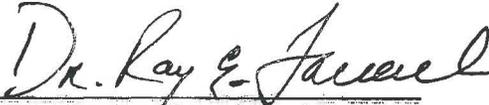
Rachel Shaw, City Clerk

Approved as to form:



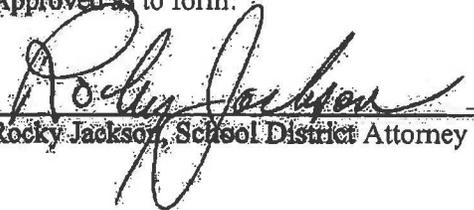
Howard Saxton, City Attorney

Prosser School District by:



Dr. Ray Tolcacher, Superintendent

Approved as to form:



Rocky Jackson, School District Attorney

S:\CITY\OVER FLOW PARKING LOT INTERLOCAL WITH PSD.doc

**CITY OF PROSSER, WASHINGTON
RESOLUTION NO. 15-1484**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PROSSER APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF PROSSER AND PROSSER SCHOOL DISTRICT REGARDING THE CITY'S USE OF PROSSER SCHOOL DISTRICT PROPERTY AS AN OVERFLOW PARKING LOT FOR THE CITY'S AQUATIC CENTER AND ACTIVITIES OCCURRING AT E.J. MILLER PARK THEREBY MAXIMIZING THE CITY'S ABILITY TO PROVIDE SERVICES AND FACILITIES WHICH WILL BEST FULFILL THE NEEDS OF THE COMMUNITY AS A WHOLE.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Prosser that:

The City approves the Interlocal Agreement Between the City of Prosser and the Prosser School District Regarding use of Public Facilities , a copy of which is attached to this Resolution, and that the Mayor is authorized to execute the Agreement on behalf of the City.

ADOPTED by the City Council of the City of Prosser and **APPROVED** by the Mayor of the City of Prosser this 28th, day of April, 2015.



MAYOR, PAUL WARDEN

ATTEST:



CITY CLERK, RACHEL SHAW



APPROVED AS TO FORM:



CITY ATTORNEY, HOWARD SAXTON

ATTACHMENT "A"

Description
Interlocal Agreement