SJC Agreement No. 11PK.008

Inter-Local Agreement for the Operation and Maintenance of the Family and Skateboard Parks

THIS AGREEMENT is made pursuant to RCW 39.34.080 between San Juan County, a political subdivision of the State of Washington, (the “County”) and the San Juan Island Park and Recreation District, a Washington Municipal Corporation organized under RCW36.39 (the “District”).

WHEREAS, San Juan County has dedicated a portion of the County-owned Fairgrounds for use as a family and skateboard park (the “Park”); and

WHEREAS, it is to the mutual advantage of the parties and in the public interest for the parties to cooperate in the operation and maintenance of the Park; and

WHEREAS, this agreement sets out the understanding of the parties for the operation and maintenance of the Park.

THEREFORE, the following terms are agreed to by the Parties:

1. **Ownership and location:** The “Park”, is owned by the County. It is approximately 275’ by 100’ in area. Its location is shown on the attached map of the San Juan County Fairgrounds.

2. **Term:** The term of this agreement shall be in effect from January 1st 2011 to December 31, 2015 unless terminated or extended as provided.

3. **Administration:** This Agreement shall be administered by the Manager, San Juan County Parks and Fair Department, Fair Division.

4. **Use, operation and maintenance of the park:**
   a. **Use:** Use of the Park shall be for recreational purposes for all members of the public. The District, with approval by the County, shall establish hours for the use of the Park and any other rules and regulations pertaining to Park use in accordance
with State law and County ordinances and in consideration of the appropriate use of the Fairgrounds.

b. **Operations:** The District shall be responsible for operations of the Park except for the four consecutive days of the annual San Juan County Fair, and for placing and maintaining a portable toilet at the site year ‘round.

c. **Park Maintenance:** The District shall be responsible for all maintenance of the Park except for the four consecutive days of the annual San Juan County Fair and the water utility service which is the responsibility of the County. The District agrees to pay the County (San Juan County Fair Division) Three Thousand Dollars ($3000.00) per year for maintenance of the adjacent parking lot, entrance roadway and utility services. The County agrees to provide up to 10 hours of maintenance support per year including use of fairgrounds tractor and operator for special park projects.

d. **Utilities, Garbage and Parking Area:** The County agrees to maintain the gravel parking area in good repair, free of driving hazards. The County will provide water utility service to the Park and allow the District’s maintenance personnel access to a fairgrounds dumpster for park generated garbage only.

e. **Publicity:** The District agrees to identify the San Juan County Fairgrounds as a “partner” in all public materials including print and electronic media relating to the Park. The County agrees to identify the District as a “partner” in all materials including print and electronic media relating to the Park.

5. **Abatement of a Dangerous Condition:** It shall be the responsibility of the District to identify and abate any dangerous conditions within the Park. If, however, in the judgment of the County, a potentially dangerous condition is found to exist in the Park, the County may take steps to abate such condition. If abatement requires the removal of any equipment or improvements at the Park, the County shall advise the District, but the County will use its own discretion in determining the manner of abatement.

6. **Replacement of Improvements or Equipment on the Park:** Broken, defective or worn out equipment at the Park shall be removed by the District. However, such equipment may be removed by the County, if such equipment is determined by the County to present a hazard. The District shall be notified and given an opportunity to replace equipment before removal. Any replacement structure or any equipment provided by the District shall have County approval of the design prior to placement at the Park. Any replacement structure or improvement installed at the Park under this agreement is the property of the County. Both parties shall consult about and shall approve of any future development plans at the Park or any substantial alterations of such plans prior to the commencement of any construction.

7. **Insurance:** The District shall have the responsibility to maintain comprehensive, general liability insurance in the amount of at least one million dollars for the District, its officers, employees, and volunteers and shall name the County, its officials, employees, and volunteers as an additional named insured.

8. **Indemnification of County by the District:** The District shall protect, defend and indemnify the County and its officers, employees, and volunteers from liability for negligent acts or omissions committed in good faith when cooperating with the District to improve, maintain and operate the Park. The County and its officers, employees, and volunteers will be protected in the same manner and to the same extent as the
District or a county employee could be protected under the law. The necessary expenses of defending the action or proceeding by the Prosecuting Attorney, or any deputy thereof, shall be paid by the District, and any final money judgment against the County or the marital community of any officer, employee or volunteer shall be paid by the District. Any claim or lawsuit served upon the County and its officers, employees, or volunteers shall be delivered to the County Prosecuting Attorney. The District and its officers, employees, and volunteers shall at all times cooperate with the County in defending any claim or lawsuit to the same extent a county employee must cooperate and shall at no time take any action detrimental to the defense of any such claim or lawsuit. The District agrees to indemnify and hold the County harmless from any claim for damage to person or property made by third parties including visitors or invitees using the Park.

9. **Changes and Modifications:** Either party may request a change in any portion of this Agreement; however, no change shall be binding upon either party unless such change is in writing and executed by both parties.

10. **Entire Agreement:** These provisions represent the entire Agreement of the parties and may not be modified except as provided herein.

11. **Severability:** It is agreed by the parties that if any provision of this Agreement is determined to be invalid, the remainder of the Agreement shall not be affected thereby, and the rights and obligations of the parties shall continue as if the Agreement did not contain the invalid portion.

Executed on this 4th day of August, 2011.

SAN JUAN COUNTY

By: [Signature] Pete Rose, San Juan County Administrator

And

SAN JUAN COUNTY ISLAND PARK AND RECREATION DISTRICT

Bill Cumming, Commissioner

Tracy Roberson, Commissioner

Alisa Schoultz, Commissioner

Jeremy Talbott, Commissioner

Scott Zehner, Commissioner