ORIGINAL

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 agrees 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 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 agrees 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

construed so as to carry out the purposes hereof. Except as otherwise required by applicable law, any action under this Agreement shall be brought in the Superior Court of the State of Washington in and for Lewis County.

13. **Notices.** Except as otherwise provided herein, all notices, consents or other communications required hereunder shall be in writing and shall be sufficiently given if addressed and hand delivered or mailed by certified or registered mail, postage prepaid and return receipt requested, as follows:

To the City:	City of Centralia City Clerk 118 W. Maple St. P.O. Box 609 Centralia, WA 98531-0609 Telephone: (360) 330-7674 Fax: (360) 330-7673
To the School District:	Centralia School District Superintendent 2320 Borst Avenue P.O. Box 610 Centralia, WA 98531 Telephone: (360) 330-7600 Fax: (360) 330-7604
To the PFD:	Chair, Board of Directors, Lewis County Public Facilities District c/o Lewis County Treasurer P.O. Box 509 351 NW North Street Chehalis, Washington 98532-1900 Attention: County Treasurer Telephone: (360) 740-1115 Fax: (360) 740-1493

Any Party may designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent by giving notice of such change to the other Parties. Notices shall be deemed served upon deposit of such notices in the United States mail in the manner provided above.

14. **Binding Effect.** This Agreement shall inure to the benefit of the Parties and shall be binding upon the Parties and their successors. This Agreement may not be assigned.

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

Parking Availability for Sports (Event) Center

Onsite Parking Stalls: 401 paved Parking Stalls

- 31 stalls are considered priority stalls for the Sports Center and are located directly east (front) of the building.
- These stalls do not include unmarked or unpaved stalls throughout Fort Borst Park which also may be used for parking for the facility.

Offsite Shared stalls: 461 Parking Stalls available depending on availability (date/time restrictions).

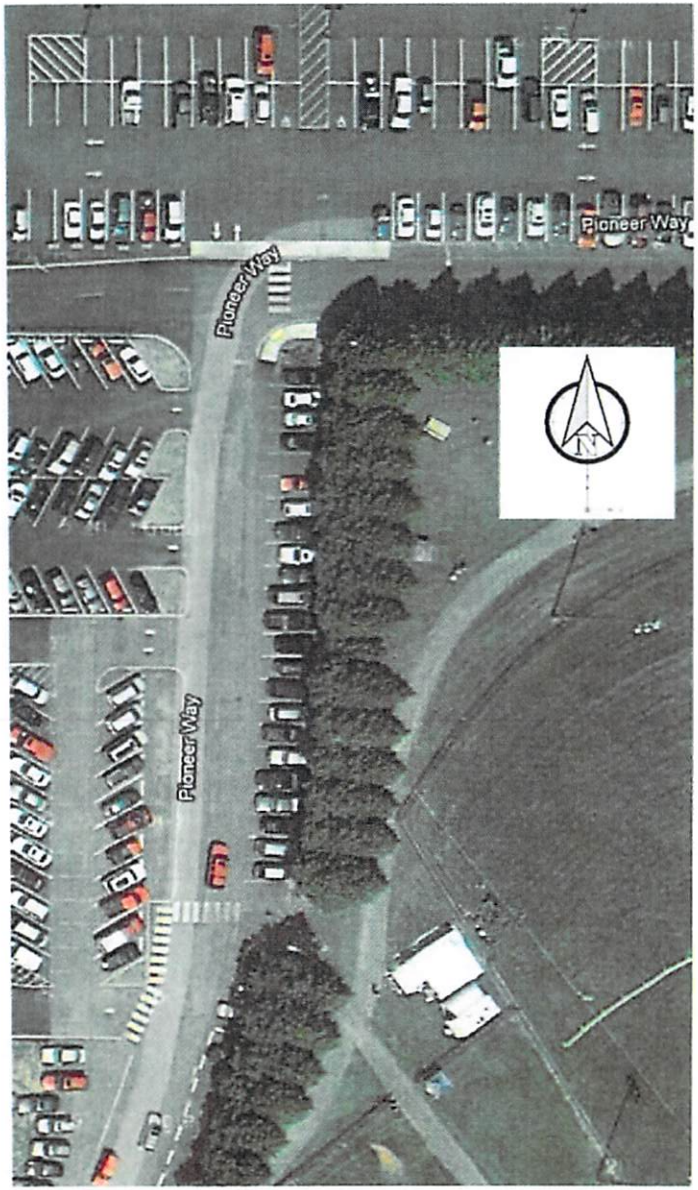
- High School (.77 mile): 344 stalls not counting bus parking
- Middle School: 96 stalls - 86 car stalls and 10 bus parking
- School District Offices (.17 mile): 21 car stalls

Seating Requirements: as per the City of Centralia Municipal Code (CMC 20:72) a Sports (Event) Center is required to have one (1) parking space for every 4 seats. All stalls counted will be paved.

Total Available Seats for Sports (Event) Center: 1,604 (onsite parking) + 1,844 (offsite parking) = 3,448 Total Seats

East Sports Center parking lot – 31 parking stalls (priority) for Sports Center

North Sports Center parking lot – 78 marked parking stalls

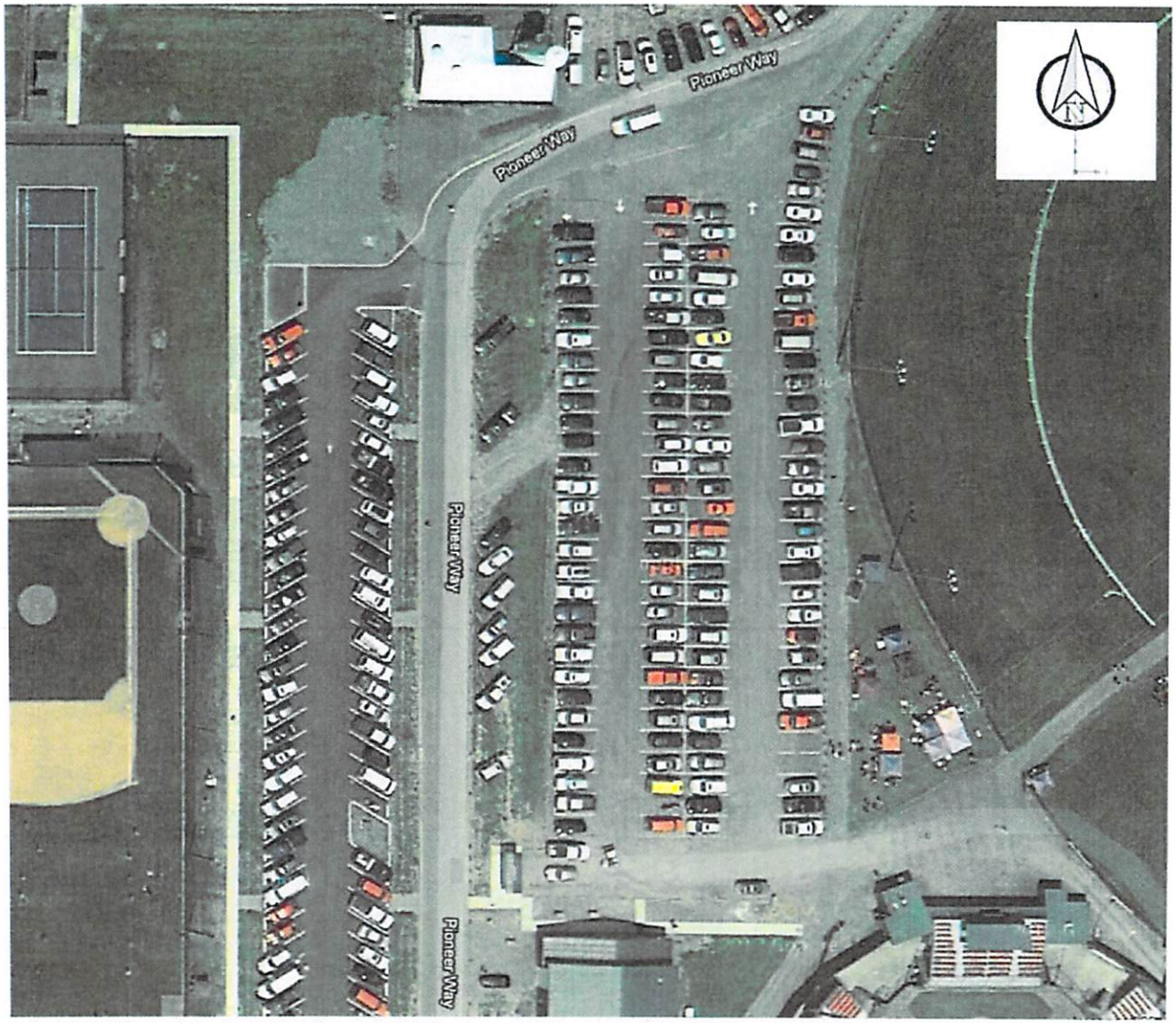


East Pioneer Road parking lot – 23 marked parking stalls

Middle School Parking lot – 86 marked parking stalls not including the 10 bus stalls

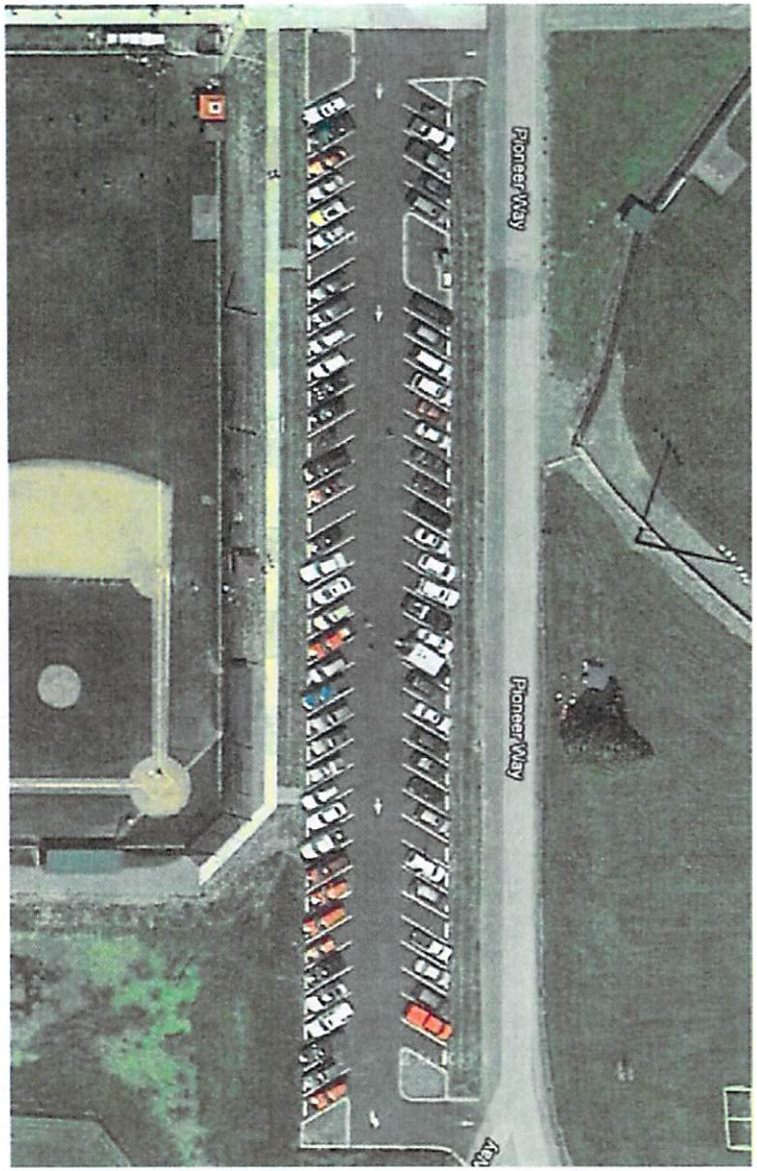
School District Parking lot – 21 marked parking stalls

High School Parking lot – 344 marked parking stalls not including the bus stalls

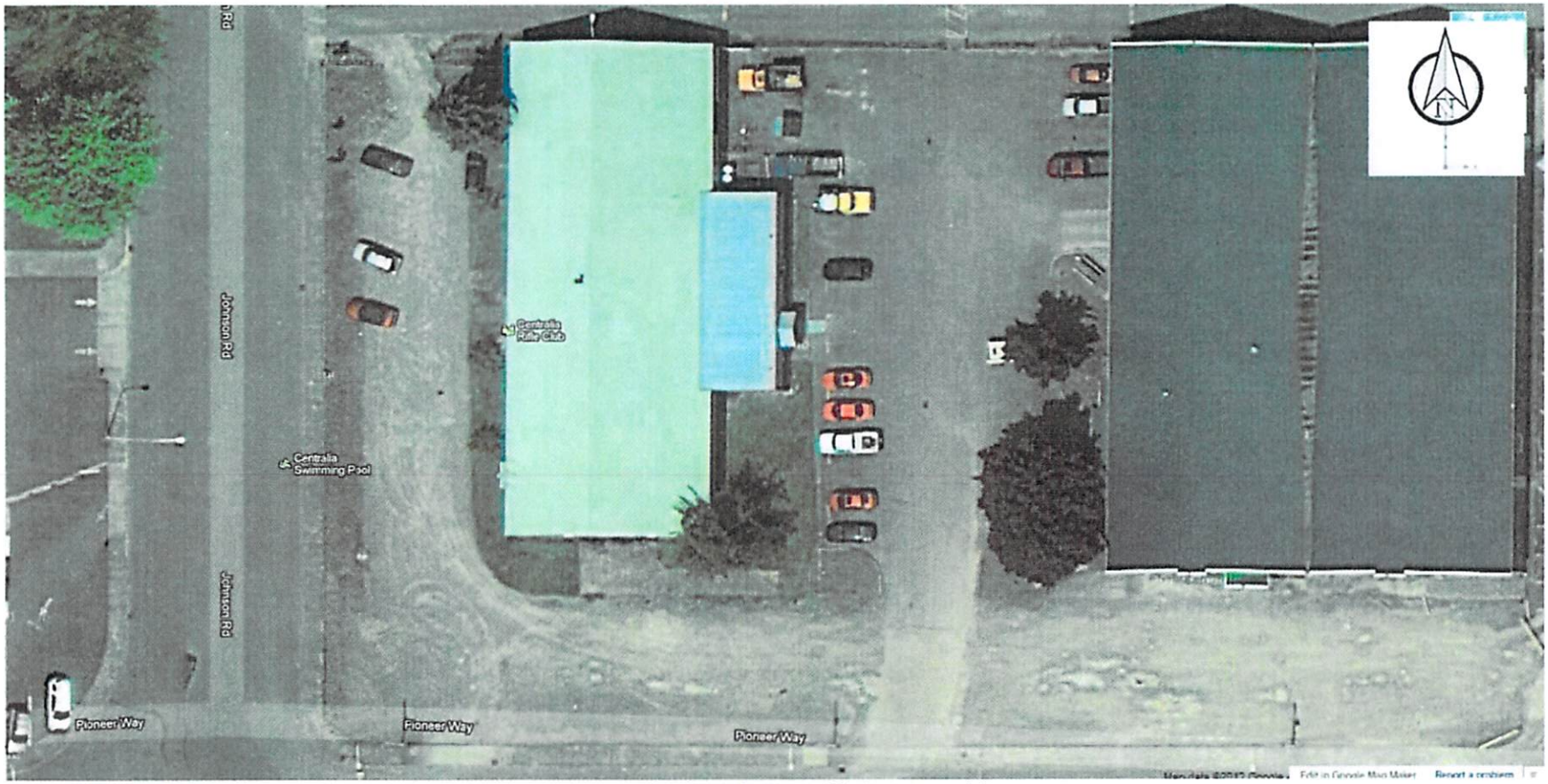


Borst Park Softball Complex parking lot – 122 marked stalls

Sports Complex Ballfield Complex north parking lot – 72 marked stalls



Sports Complex Ballfield Complex south parking lot – 75 marked stalls



Gun Club and Park Maintenance parking lots – not marked parking stalls but useable area

Little League Field 2 and Pioneer Way east parking lots – not marked parking stalls but useable areas

Soccer Complex: West, South, and East parking lots – not marked parking stalls but useable areas