

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN
CENTRAL KITSAP SCHOOL DISTRICT
AND
CENTRAL KITSAP FIRE AND RESCUE**

THIS INTERLOCAL COOPERATION AGREEMENT related to the use of real property on the Seabeck Elementary School Campus ("ILA") is entered into as of this 9th day of September, 2020 (the "Effective Date") by and between the Central Kitsap School District No. 401, a political subdivision of the State of Washington ("CKSD") and Central Kitsap Fire and Rescue, a Washington municipal corporation ("CKF&R"), pursuant to chapter 39.34 RCW and chapter 39.33 RCW. In consideration of the mutual benefits and obligations set forth in this Agreement, the CKSD and CKF&R (collectively "Parties") agree as follows.

RECITALS

WHEREAS, CKSD owns certain real property totaling 13.54 acres located in Seabeck, Kitsap County, depicted and generally described in Exhibit A attached hereto and incorporated herein by this reference, and commonly known as the "Seabeck Elementary School Campus" (the "Campus"); and

WHEREAS, the Campus was formerly the site of an elementary school but has been dormant in use for some time; and

WHEREAS, CKSD is planning for community uses of the Campus while preserving the potential future use for elementary school purposes; and

WHEREAS, CKSD believes that improvement of the Campus for community uses will provide enhanced value to students, families, and the Central Kitsap community as a whole; and

WHEREAS, CKSD has partnered with the Seabeck Community Center, LLC (SCC) for the operation of a community center on the Campus (the "Seabeck Community Center"); and

WHEREAS, CKSD previously partnered with CKF&R to develop a plan for improvement and development of the Campus, including the location for a new fire station, a future small footprint elementary school, and continued use of the existing gymnasium and sporting fields; and

WHEREAS, CKF&R desires to secure property for the construction and operation of a new fire station for the benefit of Kitsap County and the Seabeck Community; and

WHEREAS, the Parties wish to agree to certain commitments from CKSD related to CKF&R's ability to use a portion of the Campus for a new fire station and CKF&R's commitments related to investment and management of the Campus.

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, CKSD and CKF&R hereby agree as follows:

AGREEMENT

I. PURPOSE OF AGREEMENT; MUTUAL BENEFITS

- A. Purpose. This Agreement provides for shared commitments from CKSD and CKF&R related to the use and development of the Campus. The Parties intend that this Agreement will result in a separate standalone lease between CKSD and CKF&R for CKF&R's construction and operation of a fire station on the Campus, all as consistent with the use of the Campus for community purposes and a future elementary school site. The Recitals set forth above are an important and integral part of this Agreement and are hereby incorporated by reference.
- B. Benefits. CKSD and CKF&R anticipate that the development and operation of the Campus will provide the following mutual and community benefits:
- (1) CKF&R's ability to build a new fire station to better provide emergency response services to the Seabeck community;
 - (2) CKSD's continued partnership with SCC for the Seabeck Community Center;
 - (3) CKSD's location of a future small footprint elementary school;
 - (4) Community opportunities for year-round extra-curricular programming and collaboration with existing and future after-school organizations and groups;
 - (5) CKF&R's assumption from CKSD of certain development, maintenance, and operation functions related to the Campus; and
 - (6) CKSD's ability to use the Campus and the Adjacent Property for other school district purposes.

II. PARTIES

The parties to this Agreement are CKSD and CKF&R. There are no other parties and no third party beneficiaries. This Agreement creates no legal right, obligation, or cause of action in any person or entity not a party to it. The parties' representatives are identified below. All communication, notices, coordination, and other aspects of this Agreement shall be managed by the parties' representatives. Either party may change or substitute its representative at any time during the term of this Agreement by providing written notice to the other party.

IF TO CKSD:
Superintendent
Central Kitsap School District
P.O. Box 8
Silverdale, WA 98383

IF TO CKF&R:
Fire Chief
Central Kitsap Fire & Rescue
300 NW Newberry Hill Rd # 101
Silverdale, WA 98383

III. CONTINGENCIES

The Parties hereto acknowledge that the following requirements are necessary for purposes of moving forward with implementation of the purpose of this Agreement and that each requirement involves independent approvals:

- A. CKF&R Capital Measure. CKF&R must receive voter approval of a capital measure for the construction of a fire station on the Campus.
- B. Lease Agreement. The Parties must negotiate and execute a long term ground lease agreement providing CKF&R the right to construct and operate a fire station on the Campus (the "Ground Lease"). The Parties anticipate that the term of such Ground Lease will reflect the anticipated usable life of the facility to be constructed thereon. Any such lease agreement may be contingent upon a future lot line adjustment as more specifically described in section V below.

In the event that either or both of the contingencies are not met, then both parties are released from their commitments and obligations set forth in this Agreement.

IV. TERM

The term of this Agreement shall be for an initial term of twenty-four (24) months commencing as of the Effective Date. The Parties may, by mutual agreement, extend the term by a written amendment.

V. CKSD OBLIGATIONS

- A. Identification of Station Site. CKSD shall work with CKF&R to identify a mutually agreeable location on the Campus for the planned fire station (the "Station Site"). The Parties have tentatively identified an approximately 21,000 square foot location on the Campus for such purpose. See Exhibit B. The Parties agree that any Station Site will have direct access to Seabeck Highway NW.
- B. Lot Line Adjustment. CKSD shall, as needed, process a lot line adjustment to create a separate legal lot for purposes of a ground lease.
- C. Surplus Action. CKSD shall surplus the Station Site as needed for purposes of entering into the ground lease.
- D. Ground Lease. CKSD shall negotiate in good faith with CKF&R the Ground Lease for CKF&R's development of the Station Site. Any such negotiation shall include CKF&R's right to lease the Station Site for \$1.00 per year in exchange for CKF&R's commitments as described in Section VI below.

VI. CKF&R OLBIGATIONS

- A. Station Site. CKF&R shall work with CKSD to identify a mutually agreeable Station Site, all as consistent with Section V(A) above.
- B. Ground Lease. CKR&R shall negotiate in good faith with CKSD the Ground Lease for CKF&R's development of the Station Site.
- C. Funding of Station Site; Design; Construction. Subject to the voters' approval of the described capital measure in Section II(A) above, CKF&R shall be solely responsible for all costs related to the design and construction of the Station Site. CKF&R shall provide CKSD with the right to review and approve site development documents at conceptual design, schematic design, and design development completion to ensure that the design, in CKSD's reasonable discretion, is compatible with the existing and future plans for the Campus, however, CKSD shall not unreasonably withhold its approval. Any CKF&R construction shall be coordinated with and not unreasonably interfere with ongoing uses at the Campus.
- D. Station Site Operations. CKF&R shall be solely responsible for all costs and expenses related to operating a fire station on the Station Site.
- E. Campus Development. CKF&R shall invest in the development of the Campus for the benefit of CKSD and community use of the Campus. The Parties agree that, at a minimum, such development includes improving existing parking areas, improving vehicular access, improving pedestrian access, adding additional parking, and installation of site lighting (the "Agreed Campus Improvements"). Exhibit C outlines the Agreed Campus Improvements.
- F. Campus Maintenance and Operations. CKF&R shall maintain the parking areas on the Campus and pay the utility costs associated with the parking areas (irrigation and site lighting). In addition to these Campus maintenance and operations services, CKF&R will provide grounds, maintenance, and custodial services for the CKF&R fire station, dedicated parking areas, and associated grounds.
- G. Utilities. CKF&R shall be responsible, at its sole cost and expense for the construction, maintenance and use of all utilities of any kind necessary to support the Station Site, whether those utilities are provided exclusively to the Station Site or proportionally across the Campus. For avoidance of doubt, CKF&R shall only be responsible for its proportionate share of utilities shared commonly with other uses on the Campus such as the septic system and drainfield.

VII. MUTUAL COMMITMENTS AND AGREEMENTS

- A. Ownership: CKSD shall at all times retain fee ownership of the Campus. CKF&R's use of the Station Site will be subject the Ground Lease.
- B. Naming: The Campus shall be known as the Seabeck Community Campus.

- C. **School Site Restrictions.** The Campus, including without limitation the Station Site, is school district property. Any use on the Campus, including CKF&R's use shall be subject to the following restrictions:
- i. In accordance with applicable law, no person shall carry onto or to possess on the Campus, as school district property, any alcohol, illegal drugs, firearms or any dangerous weapon. It is also unlawful to use tobacco products or marijuana anywhere on school district property.
 - ii. No employee, staff, volunteer, contractor, or agent of any party on the Campus shall have been found guilty of any felony crime as specified in RCW 28A.400.330, generally regarding crimes against children.
- D. **CKSD Use:** CKSD will provide advance notice of any CKSD activities that may impact the use of the Campus. Such activities may include, without limitation, school district use of the multi-purpose building or fields; scheduled maintenance actions; and scheduled construction activities. Any such activities or uses will not impede or restrict the emergency response capabilities of the CKFR facility.
- E. **Compatible Use:** The Parties agree that all long term uses of the Campus requires the approval of both Parties; provided that, agreed approved uses of the Campus include use for a future elementary school, continued use of the campus by SCC for the Seabeck Community Center, and continued community use of the existing multi-purpose buildings and fields.
- F. **Third-Party Use:** Subject to Section VII(E) above, any third party long-term use of any portion of the Campus, including without limitation the Station Site, shall be subject to approval by CKSD. Examples include agreements with day-care providers and churches.
- G. **General Campus Capital Improvements:** CKSD will include the Seabeck Community Campus in CKSD's Long Range Facilities Planning (LRFP) program. While CKF&R is responsible for a capital improvements to the Station Site and the Agreed Campus Improvements, any requests for future campus modifications will be evaluated by a joint committee of CKSD, CKF&R, and SCC representatives and then, subject to approval by CKSD's Board of Directors, added to CKSD's LRFP and scheduled for completion. The cost of future capital improvements will be negotiated between the Parties and be subject to available funding.
- H. **Annual Review:** CKSD and CKF&R will meet annually to review of the operation and use of the Campus. A summary of the review will be reported to the CKSD Board of Directors and the CKF&R Board of Directors.
- I. **Communication:** Each party will identify a liaison as the primary contact person for activities at the Campus. In the event of a disagreement over implementation of any aspect of this Agreement, CKSD and CKF&R will meet together to attempt to resolve the disagreement. Any failure to resolve matters under this VI(I) shall be subject to review by the CKSD Board of Directors and the CKF&R Board of Directors.

- J. Insurance/Mutual Indemnification. Each party shall carry appropriate liability and property damage insurance to cover any loss occasioned by the negligent actions of the acting party during the performance of any obligation pursuant to this Agreement. Each party also agrees to indemnify, defend and hold harmless the other party and its elected and appointed officials, officers, employees and agents, from and against all claims, losses, damages, suits and expenses, including reasonable attorneys' fees and costs, to the extent they arise out of, or result from, the negligence or willful misconduct of the indemnitor or its elected or appointed officials, officers, employees or agents in the performance of this Agreement. Solely for purposes of this indemnification provision, each party waives the immunity it would otherwise enjoy under RCW Title 51 (Industrial Insurance) and acknowledges that this waiver was mutually negotiated by the parties.

VIII. MISCELLANEOUS PROVISIONS

- A. Authority. Each party to this Agreement represents and warrants to the other party that it is authorized to do the things contemplated by it herein and that it has obtained all authorizations and approvals as necessary and appropriate for purposes of execution of this Agreement.
- B. Singular and Plural. Wherever the context shall so require, the singular shall include the plural and plural shall include the singular.
- C. Headings Not Part of Agreement. The headings in this Agreement are for convenience only and shall not be deemed to expand, limit, or otherwise affect the substantive terms of this Agreement.
- D. Governing Law. This Agreement is made under and shall be governed by the laws of the State of Washington.
- E. Jurisdiction and Venue. Kitsap County Superior Court shall have jurisdiction over any litigation arising under this Agreement, and the exclusive venue for any such litigation shall be in Kitsap County.
- F. Recording. In compliance with RCW 39.34.040, this Agreement shall be recorded in the office of the Kitsap County Auditor or, at the option of the Parties, posted electronically on the Parties' website.
- G. Miscellaneous Chapter 39.34 RCW Provisions. It is not intended that a separate legal entity be established to conduct this cooperative undertaking. The District shall act as administrator of this Agreement. No special budget or funds are anticipated, nor shall any be created by this Agreement. The parties are each responsible for their own finances in connection with this Agreement, and nothing in this Agreement shall be deemed or construed otherwise. The parties do not intend to jointly acquire, hold, or dispose of any real or personal property pursuant to this Agreement.

SIGNATURES FOLLOW

 September 9, 2020
Date
Bruce Richards
President, Board of Directors
Central Kitsap School District

 9-17-20
Date
John Oliver
Fire Chief
Central Kitsap Fire & Rescue


 September 9, 2020
Date
Erin Prince
Superintendent
Central Kitsap School District

Exhibit A

Seabeck Community Campus Description

The Seabeck Community Campus consists of three contiguous tax parcels that all front onto the Seabeck Highway. The sizes of the lots are 7.3 acres, 3.4 acres and 2.84 acres. The two larger lots totaling 10.7 acres are almost entirely cleared and carry all of the school improvements as well as a recreational playfield. The smaller lot has heavy tree cover and has not been developed or utilized previously as part of the school facility.

The Campus currently houses a multipurpose building, a softball field, a football/soccer field, and areas for parking.



Exhibit B

Proposed Station Site

Dedicated CKF&R area is approximately 21,000 square feet. Final determination of site and location will be negotiated as part of the land lease.

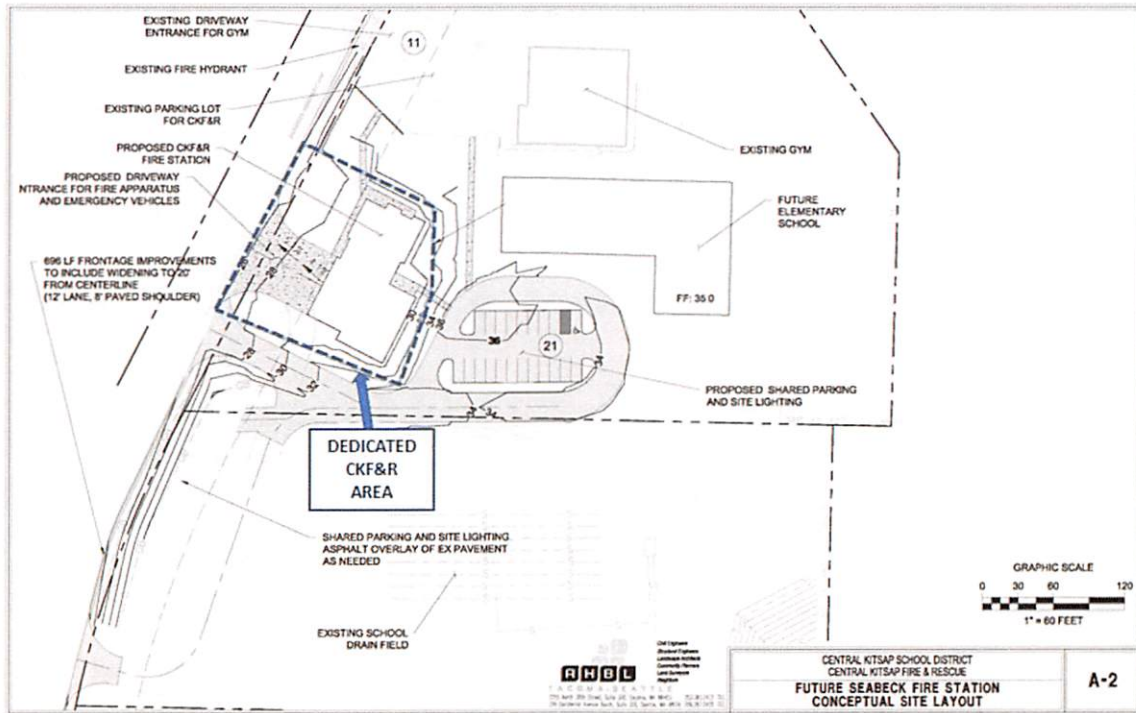


Exhibit C

Agreed Campus Improvements

CKF&R will make the following improvements on the Seabeck Community Campus:

- (1) Parking – Improvement of the North Parking Area.
- (2) Parking – Construction of a Bus Loop and additional Parking.
- (3) Parking – Overlay of existing parking lot located south of the proposed fire station.
- (4) Sidewalks – Construction of sidewalks as necessary to support access to the fire station and gym from the parking lots.
- (5) Site Lighting – Installation of site lighting for the parking lots.
- (6) Frontage Improvements – Construction of the frontage improvements as required by Kitsap County.

This diagram highlights the agreed to improvements. As part of negotiation the final ground lease these improvements will be refined and a schematic design will become part of the ground lease.

