

RESOLUTION NO. 12-12  
EDMONDS SCHOOL DISTRICT NO. 15  
SNOHOMISH COUNTY, WASHINGTON

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TERMINATION OF INTERLOCAL AGREEMENTS BETWEEN  
EDMONDS SCHOOL DISTRICT AND EDMONDS COMMUNITY COLLEGE  
REGARDING USE OF DISTRICT ATHLETIC FIELDS

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WHEREAS, Edmonds School District No. 15 ("the District"), the City of Lynnwood ("the City") and Edmonds Community College ("the College") executed an interlocal agreement dated April 13, 2001 ("the 2001 Agreement") regarding the ATHLETIC FIELD ARTIFICIAL TURF RENOVATION PROJECT AND AMENDMENT TO MAINTENANCE AGREEMENT FOR THE LYNNWOOD HIGH SCHOOL ATHLETIC COMPLEX; and

WHEREAS, the 2001 Agreement amended a prior interlocal agreement between the District and the City—the Maintenance Agreement, Lynnwood High School Athletic Complex, dated November 26, 1996 (the "November 1996 Agreement")—and bound the College to Section 3 of the November 1996 Agreement; and

WHEREAS, the terms of the 2001 Agreement required the College to share in the cost of installing, maintaining and replacing an artificial turf soccer/football field at former Lynnwood High School ("FLHS"); and

WHEREAS, the 2001 Agreement granted the College rights to the scheduling and use of the artificial turf soccer/football field and periodic use of softball fields at FLHS; and

WHEREAS, the District and College entered into an interlocal agreement dated May 30, 2007 ("the 2007 Agreement") to replace and supersede, as between the District and the College, the College's rights and obligations regarding the artificial turf soccer/football field at FLHS with rights and obligations to use a turf field at Meadowdale High School; and

WHEREAS, the 2007 Agreement anticipated the District and the College would later negotiate a resolution to the outstanding rights of the College to use the softball fields at FLHS; and

WHEREAS, the College purchased and installed a scoreboard, dugouts and storage sheds at FLHS; and

WHEREAS, in 2009 the District relocated Lynnwood High School, including its athletic fields, from its previous location across from Alderwood Mall to North Road; and

WHEREAS, the District and College now desire to forever resolve and terminate the outstanding rights of the College, if any, under the November 1996 Agreement, 2001 Agreement and 2007 Agreement to use the fields or facilities at FLHS; and

WHEREAS, to fully resolve and terminate the College's rights with regard to the fields or facilities at FLHS, the District proposes to reimburse the College up to \$38,290.93 for the depreciated value of the scoreboard, dugouts and storage sheds purchased and installed by the College at FLHS;

NOW THEREFORE, BE IT RESOLVED by the Board of Directors of Edmonds School District No. 15, Snohomish County, as follows:

1. That the superintendent or designee of Edmonds School District No. 15 is authorized to execute the agreement entitled "Termination of Interlocal Agreements between Edmonds School District and Edmonds Community College" and any related documents or agreements in order to fully resolve and terminate the College's rights with regard to the fields or facilities at FLHS.
2. That the superintendent or designee of Edmonds School District No. 15 is further authorized to execute all provisions and execute all documents required of the District by the terms of said termination agreement or agreements, including reimbursement to the College of up to \$38,290.93.

ADOPTED by the Board of Directors of Edmonds School District No. 15, Snohomish County, Washington, at a regular meeting thereof this 27th day of March, 2012.

EDMONDS SCHOOL DISTRICT NO. 15  
BOARD OF DIRECTORS

\_\_\_\_\_  
Ann McMurray, Board President

\_\_\_\_\_  
Susan Phillips, Vice President

ATTEST:

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Gary Noble, Director

\_\_\_\_\_  
Diana White, Director

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Nick Brossoit, Ed.D.  
Secretary to the Board

\_\_\_\_\_  
Kory DeMun, Director

TERMINATION OF INTERLOCAL AGREEMENTS  
BETWEEN  
EDMONDS SCHOOL DISTRICT and EDMONDS COMMUNITY COLLEGE

This Termination of Interlocal Agreements ("Termination Agreement"), dated as of 4/4, 2012 ("Effective Date"), is made and entered into by and between EDMONDS SCHOOL DISTRICT NO. 15 ("School District") and EDMONDS COMMUNITY COLLEGE ("College").

**RECITALS**

WHEREAS, the School District, the City of Lynnwood (the "City"), and the College entered into an Interlocal Agreement recorded July 23, 2001 under Snohomish County Auditor's file no. 200107230922 (the "2001 Agreement") to jointly renovate and maintain an artificial turf soccer/football field at the former Lynnwood High School ("LHS") located at the property legally described in Exhibit A (the "Property"); and

WHEREAS, the 2001 Agreement amended a prior interlocal agreement between the School District and the City (the Maintenance Agreement, Lynnwood High School Athletic Complex, dated November 26, 1996, and recorded under Snohomish County Recording No. 9703120363) (the "November 1996 Agreement") and bound the College to Section 3 of the November 1996 Agreement; and

WHEREAS, the 2001 Agreement provided the College with access to softball fields at the former LHS during the term of the 2001 Agreement; and

WHEREAS, the 2001 Agreement included a termination provision if the School District removed the former LHS athletic fields from service or use by the general public before the expiration of the 2001 Agreement on June 13, 2019; and

WHEREAS, in 2004 and 2005 the College purchased and installed a scoreboard, dugouts and storage sheds at the former LHS athletic complex softball fields; and

WHEREAS, effective May 30, 2007, the College and the School District entered into an interlocal agreement that terminated the College's soccer field access rights at the former LHS and provided the College with soccer field access rights at another School District facility; and

WHEREAS, the scoreboard, dugouts and storage sheds installed by the College had an original cost, excluding permits and mobilization fees, of \$44,181.84; and

WHEREAS, the College was only able to utilize the Athletic Field for two years, the College and School District agree that \$38,290.93 of the \$44,181.84 expenditure should be refunded to the college pursuant to paragraph 6.7 of the 2001 Agreement; and

WHEREAS, the College and the School District agreed in a September 11, 2009 letter of understanding with the School District, the City, and the College to move the College's softball field use from the former LHS to the School District's softball field access rights at Meadowdale Playfields; and

WHEREAS on December 8, 2009, the College, the School District, and the City completed a joint study and agreed that the artificial turf installed on the soccer/football field at the former LHS pursuant to the 2001 Agreement has been fully depreciated and, therefore, has no remaining value; and

WHEREAS, the School District has closed the former Lynnwood High School and relocated the athletic complex to the new Lynnwood High School campus; and

WHEREAS, in furtherance of their respective plans the School District and the College desire to terminate, as between themselves, the November 1996 Agreement and the 2001 Agreement, each of which pertain to the former LHS athletic complex (collectively, the "Interlocal Agreements").

## AGREEMENT

NOW, THEREFORE, the School District and the College hereby agree as follows:

1. Termination of Interlocal Agreements.

1.1 November 1996 Agreement. The November 1996 Agreement is hereby terminated in its entirety as between the College and the School District as of the Effective Date.

1.2 2001 Agreement. The 2001 Agreement is hereby terminated in its entirety as between the College and the School District as of the Effective Date.

2. Release. Subject to provisions of this Termination Agreement, each party hereby waives and releases the other party and its officials, employees, agents, and staff from any and all claims, demands and causes of action of whatever kind or nature (whether known or unknown, suspected or unsuspected, in contract or tort, or otherwise) that the party may have arising out of or in connection with the Interlocal Agreements.

3. Notice. Any notice provided in connection with this Termination Agreement shall be made to the parties at the following addresses:

Edmonds School District:

Nick Brossoit, Ed.D  
Superintendent  
Edmonds School District #15  
20420 68<sup>th</sup> Ave. West  
Lynnwood, WA 98036-7400

Edmonds Community College:

Dr. Jean Hernandez  
President  
Edmonds Community College  
20000 68th Ave W  
Lynnwood, WA 98036-5999

Any address changes shall be given to the other party in writing.

4. Payment. Within 30 days of the execution of this Agreement fully and finally terminating the College's use of the former LHS athletic fields complex, the School District will make payment to the College in the amount of \$38,290.93.

5. Miscellaneous. This Termination Agreement shall be construed without regard to any presumption or other rule regarding construction against the party causing this Agreement to be drafted. This Termination Agreement may be executed in several counterparts, all of which taken together shall constitute the entire agreement between the parties hereto. This Termination Agreement may not be amended or modified except in writing signed by the parties to be bound thereby. If any provision of this Termination Agreement is determined to be invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted, and the balance of the Termination Agreement shall remain enforceable.

6. Recording. This Termination Agreement may be recorded by either party.

7. Further Assurances. Upon reasonable requests from time to time the parties hereto shall execute and deliver such further instruments which are necessary to or appropriate with respect to the consummation of the transaction contemplated by this Agreement. None of the documents or instruments requested hereunder shall contain any undertaking or representation not contained in this Agreement or inconsistent with the understandings and representations contained in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Termination Agreement as of the day and year first written above.

EDMONDS SCHOOL DISTRICT NO. 15      Approved as to form:

By: \_\_\_\_\_  
Its: Executive Director  
Date: 4/2/2012  
Bond approval 3/27/2012  
EDMONDS COMMUNITY COLLEGE

\_\_\_\_\_  
of Perkins Coie LLP  
Attorneys for the School District

Approved as to form:

By: \_\_\_\_\_  
Its: V.P. Finance & Operations  
Date: 4-4-2012

\_\_\_\_\_  
of  
Attorneys for the College

**EXHIBIT A**  
**Legal Description**

THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 15,  
TOWNSHIP 27 NORTH, RANGE 4 EAST, W.M., IN SNOHOMISH COUNTY,  
WASHINGTON;

EXCEPT THAT PORTION THEREOF CONVEYED TO THE CITY OF LYNNWOOD  
BY DEED RECORDED MARCH 18, 1971 UNDER RECORDING NO. 2188576;

AND EXCEPT THAT PORTION THEREOF CONVEYED TO THE STATE OF  
WASHINGTON FOR HIGHWAY PURPOSES BY DEED RECORDED FEBRUARY  
4, 1980 UNDER RECORDING NO. 8002040149.