DRAFT AGREEMENT BETWEEN
CLARK COUNTY, WASHINGTON AND
PRAIRIE FIELD ASSOCIATION
FOR MAINTENANCE AND OPERATION OF BRUSH PRAIRIE SPORTS FIELDS COMPLEX

THIS AGREEMENT ("Agreement") is made and entered into between Clark County ("County"), and Prairie Field Association ("PFA"). The County and PFA desire to enter into an agreement for the maintenance and operation of the Brush Prairie Sports Fields Complex, the real property owned by the County and legally described in Exhibit "A", attached to this Agreement and incorporated by this reference (the "Property").

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the parties agree as follows:

SCOPE OF AGREEMENT

This Lease constitutes the entire agreement between the County and PFA and supersedes all proposals, oral or written and all other communications between the parties in relation to the subject matter of this agreement. No other agreement or understanding exists between the County and PFA.

PURPOSE OF LEASE

The purpose of this lease is to grant PFA the right to make use of the Property, and to develop, maintain, and operate the athletic fields, recreational facilities, and infrastructure thereon, subject to the terms and conditions stated herein.

LEASE OF THE PROPERTY

In exchange for an annual lease fee of $1 per year due no later than January 31 of each year, County hereby leases to PFA the Property depicted in Exhibit "A" and legally described in Exhibit "B", subject to the terms and conditions stated herein.

TERM

The initial term of this lease shall begin at the time of execution of the lease. The lease shall be for two (2) years until December 31, 2018. At the end of the term, upon PFA's request to the County, this Agreement may be administratively reviewed, based upon current economic conditions and needs, and may be extended by the County for up to two (2) additional, five (5) year terms on a rolling basis at the end of each successive term. Each extension is subject to the approval of the County Manager ("Manager"). The overall term of this agreement shall not exceed twelve (12) years, with an ending date of no later than December 31, 2030. PFA shall notify County of its request for extension on or before six (6) months immediately prior to the expiration of the initial or extended term.

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RIGHT OF POSSESSION

PFA shall have the exclusive right to use and possess those portions of the Property that are being used during scheduled games or practices for sports activities or are undergoing maintenance. It is expressly agreed and understood that during those times not specifically scheduled for games or practices by PFA, or parties using the Property with the permission of PFA, or undergoing maintenance, the Property shall be open and available for use by the County and the general public.

PFA DUTIES

A. Improvement and Development.

PFA may make improvements to property. PFA shall consult and obtain County approval prior to undertaking major development or improvement to the Property. Major development shall include but not be limited to: installing synthetic turf, field lights, construction or demolition of new buildings, irrigation system renovation, fencing installation, and parking lot construction. Undertaking any major improvement or development without prior County approval may result in the termination of this lease. PFA shall be solely responsible for obtaining necessary permits for proposed improvements and for paying all fees related to the construction and development of the Property. PFA shall be responsible for cleaning up in a prompt and timely manner all construction materials resulting from its development and improvements. PFA shall not install any traffic or rules sign upon the Property without obtaining prior approval from the County and applicable permits from the County.

B. Waste.

PFA shall not cut down any trees, burn any materials or commit any waste upon the Property, unless as authorized in writing by the County, and unless appropriate permits are obtained. PFA may authorize or encourage overnight camping on the Property.

C. Fees and Concessions.

The parties agree that PFA may charge a reasonable fee to other organizations for the use of the Property, to help defray the cost of development, operations, and maintenance. PFA has the right to provide concession sales on the Property. The charges shall be in accordance with all applicable provisions of the Clark County Code, including, but not limited to Section 9.05.140, and all applicable, federal, local, and state regulations. The parties agree that PFA can control its on-site vehicular traffic and parking, as permitted under County ordinances.

D. Alcohol on Property.

i. PFA may sell, or contract to sell, alcohol on Property during adult league games and events only. Alcohol may not be sold when youth league games and events are occurring on any of the fields.
ii. PFA and vendor will adhere to all federal, state, and local regulations when selling, furnishing, or possessing alcohol on Property.

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iii. PFA will pay all fees for any required permits and/or licenses to serve and/or sell alcohol on property.
iv. Carry-in alcohol is prohibited on Premises.
v. Alcohol consumption by a player or coach during or prior to game play is prohibited.
vi. Alcohol is prohibited on the fields or parking lot.
vii. Alcohol sales and furnishing will end no later than the start of the last scheduled game.

D. Utilities.

PFA shall provide all utilities required for the operation of the Property including water, sewer, and electrical power. In all cases the monthly service charges for such utilities shall be the responsibility of PFA.

E. Maintenance.

PFA shall maintain the Property to a condition that is suitable for baseball, soccer, softball and other sports activities, during their respective seasons. PFA shall, at all times and at its expense, keep the Property and associated facilities in a neat, clean, safe, and sanitary condition. PFA shall provide all turf care, which shall include mowing, fertilizing, irrigating, aerating, as well as weed, rodent, and insect control. The County shall have no responsibility for acts of vandalism or damage by third parties.

F. Scheduling.

Upon request, PFA shall provide County with documentation showing the past and scheduled use of the Property.

COUNTY DUTIES

A. Improvements.

County shall improve the Property for sports and recreational activities and general public access. County and PFA shall develop a Property improvement plan within 3 months of taking possession of Property. County agrees to complete Property improvements within 12 months of PFA possessing Property.

B. Management.

This lease and the County's obligations pursuant to it shall be managed by the Clark County Department of Public Works.

C. Development Review.

Clark County shall participate with PFA in the review of any proposed improvement or development of the Property. Clark County shall provide such review and approval or disapproval of plans for improvements or development within thirty (30) days of receipt of the plans. PFA shall be solely responsible for obtaining necessary permits for any proposed improvements.

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D. Water Wells on Property

County owns and maintains two water wells on Property. Although PFA is responsible for the provision of utilities that it uses, County is willing to provide water from its water wells on a revocable basis. PFA shall be responsible for maintenance of system past the point of the backflow device. County makes no warranties as the quality and quantity of the well water. County will provide PFA with at least one-hundred eighty (180) days' notice of any intention to discontinue County's maintenance and operation of the water wells and associated facilities. County will allow PFA the option of assuming ownership and maintenance of the above described, functioning water well system at no expense to PFA.

COMPLIANCE WITH LAWS AND REGULATIONS

PFA shall comply with all applicable rules and regulations of County pertaining to the Property, which exists now or may hereafter be promulgated for the general health, safety and welfare of the County and the general public. PFA further agrees to comply with all applicable federal, state and municipal laws, ordinances and regulations. PFA shall have the obligation to make the facilities it develops comply with applicable Americans with Disabilities Act or Washington Law against Discrimination regulations and the County shall have no liability to PFA therefore.

LIABILITY

A. Indemnification.

PFA shall exercise its privileges hereunder at its own risk and irrespective of any negligence of the County. PFA shall indemnify the County against all liability for damages, costs, losses and expenses resulting from, arising out of, or in any way connected with the development, occupation or condition of the Property or use of the Property by PFA, or invitees, guests or trespassers of the Property or any improvements thereon.

B. Insurance.

PFA shall obtain comprehensive commercial general liability insurance against claims for bodily injury of persons and damage to or destruction of property occurring on or about the Property or in any way relating to or arising out of PFA' use or occupancy of the Property or improvements of the Property with minimum combined single limits of $1,000,000. If alcohol is to be served or sold, a liquor liability endorsement must be carried on the coverage. The County shall be named as an additional insured and such insurance shall require the insurance company to provide County with any notice of cancellation or termination of the policy. PFA shall notify the County of any change of coverage at renewal time of any policy. PFA shall provide the County with certificates establishing that the requirements of this section have been met as a condition to PFA' right to possess the Property under this lease agreement.

ASSIGNMENT OR SUBLEASE

PFA shall not assign or transfer this lease or any interest herein, nor sublet the whole or any part of the Property, nor shall this lease or any interest thereunder be assignable or transferable by operation of

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law or by any process or proceeding by any court or otherwise without first obtaining the prior written consent of the County, which consent shall not be unreasonably withheld. The County may assign its interests as it deems appropriate.

LIENS AND ENCUMBRANCES

PFA shall keep the Property free and clear from any liens or encumbrances arising or growing out of the use, occupancy, improvement or maintenance of the Property. At the County's request, PFA shall furnish to the County written proof of payment of any item which would or might constitute the basis for a lien or encumbrance if not paid.

RECORDS

PFA will meet with Clark County Department of Public Works annually to review PFA's plans for the development, maintenance and operation of the Property and the progress and achieving said plans. Each party grants the other full access to its records and plans during reasonable hours, to the extent that such access is needed for any phase of planning, operations or review of this agreement or any project carried out pursuant to this agreement.

DEFAULT AND TERMINATION

If either party defaults in any of the duties or obligations required to be carried out by this lease agreement, as determined by an arbitrator, the non-defaulting party may terminate this lease upon the giving one-hundred eighty (180) days' written notice to the defaulting party. Any notices shall be provided to the following addresses:

Clark County
Department of Public Works – Parks Administration
4700 NE 78th St.
Vancouver WA 98668-9810

Prairie Field Association
Association President/CEO
14500 NE 137th Ave.
Brush Prairie, WA 98606

HOLDING OVER

If PFA, with the consent of the County, holds over after the expiration or sooner termination of this lease, the resulting tenancy shall be on a month-to-month basis, during which time, PFA shall continue to be bound by all the pertinent provisions of this lease agreement.

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SURRENDER OF PREMISES

At the expiration or sooner termination of this lease, PFA shall promptly surrender possession of the Property. The County may direct PFA to remove any improvements or equipment at the termination or expiration of the Lease term and PFA shall do so at its expense. All alterations and improvements to the Property which the County does not direct PFA to remove shall be considered as part of the Property and shall be surrendered to the County upon expiration or sooner termination of this lease.

NON-DISCRIMINATION

PFA agrees that in the performance of this lease, that it will not discriminate against any person or persons because of gender, race, creed, age, color, national origin or disability (as that term is defined by the State of Washington Law Against Discrimination or Americans With Disabilities Act).

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IN WITNESS WHEREOF, the parties hereto have signed this lease on this _____ day of _____, 2017:

PFA OF BATTLE GROUND

By_____

Print name_____

Title_____

Date_____

CLARK COUNTY
Board of County Councilors

By_____

Marc Boldt, Chairman

Date _____

By _____
Jeanne E. Stewart, Councilor

By _____
Julie Olson, Councilor

By _____
John Blom, Councilor

By _____
Eileen Quiring, Councilor

APPROVED AS TO FORM ONLY:
Anthony F. Golik

Clark County Prosecuting Attorney

By_____

Amanda Migchelbrink

Deputy Prosecuting Attorney

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NOTARIAL ACKNOWLEDGEMENT

STATE OF WASHINGTON

COUNTY OF CLARK

I certify that I know or have satisfactory evidence that _____is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he/she is authorized to execute the instrument and acknowledged it as the Prairie Field Association representative to be the free and voluntary act and deed of such party for the uses and purposes therein mentioned in the instrument.

Dated: _____ _____

Notary Public in and for the State of WA
Residing at:
My commission expires:

STATE OF WASHINGTON

COUNTY OF CLARK

I certify that I know or have satisfactory evidence that _____, duly elected, qualified and acting County Councilor(s) of Clark County, Washington, who executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of Clark County, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said instrument by resolution of the Board of County Councilors of Clark County and that the seal affixed is the official seal of Clark County.

Dated: _____ _____

Notary Public in and for the State of WA
Residing at:
My commission expires:

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