

**JOINT FUNDING AGREEMENT**  
**For the Preservation and Operation of the Stevenson Community Pool**

Whereas, the Stevenson-Carson School District (hereafter “SCSD”) currently owns property where it operates the Stevenson Community Pool (“Pool”), located at 330 NW Gropper Rd, Stevenson, WA 98648; and

Whereas, the Pool is currently closed through at least February 2021, and is likely to remain closed beyond that date due to the impacts of the COVID-19 pandemic and financial restrictions on the District’s ability to reopen the Pool; and

Whereas, the District has determined that it cannot continue to bear the sole cost of continuing to maintain the Pool, and needs partners to continue the Pool’s viability for future operations; and

Whereas, certain community partners (“Partners”), executing the Partner Agreement attached hereto as Appendix A to this Agreement (“Master Agreement” or “Agreement”), have indicated a willingness to assist with the financial burden of maintaining and operating the Pool.

NOW THEREFORE, the District and the Partners (collectively, “Parties”) hereby agree as follows:

**AGREEMENT**

- 1. Purpose of Agreement.** The purpose of this Agreement is to provide for the joint funding of the maintenance and/or operations of the Pool by the District and Partners. The intent of this Agreement is for the District and Partners to document the terms and conditions under which the District will continue to maintain ready for operation, and may later open and operate, a jointly funded community pool.
- 2. Amendment.** This Master Agreement may be amended at any time by a writing executed by all Parties after adoption of appropriate resolutions by the governing body of each Party. Individual Partner Agreements (Appendix A) may be amended by written agreement of the District and the individual Partner, or at the time of annual renewal as set forth in Section 5.2.
- 3. Ownership of Land.** The District will remain the legal owner of the Pool and the property on which it is situated. No transfer of title or other legal rights regarding the Property is made herein.
- 4. Duties, rights, and responsibilities of the District.**
  - 4.1. Soft Close.** The District shall continue to maintain the Pool in a manner that will allow it to be reopened at a later date (hereafter referred to as “soft close”), provided that at least 50% of the costs of such maintenance are funded by Partners as provided herein, and provided that the District’s share of costs for such maintenance do not exceed one percent (1%) of the District’s levy funding. These “soft close” costs include, but may not be limited to, maintaining water and chemicals in the Pool, heating the building, and upkeep

of the general Pool apparatus, and maintaining the structure that houses the Pool. The current estimated costs maintaining the facilities during a “soft close” is \$38,000 per year; however, the parties recognize that this amount could increase or decrease based on factors beyond the parties’ control.

4.2.Reopening. Once community conditions and public health guidance allows for reopening of the Pool, it is anticipated that the District may pursue transfer of operations to a newly established Parks District or other outside entity. The District may also, at its discretion, reopen the Pool for operations to be conducted by the District. It is anticipated that the District would not reopen the Pool for such operations conducted by the District unless the District’s share of operating costs do not exceed one percent (1%) of its levy funding.

4.3.Documentation of Costs. The District will provide documentation of its operating costs to all Parties on an annual basis and shall provide such more frequent statements of costs as may be reasonable and necessary to effectuate the intent of this Agreement.

4.4.Refund of Excess Contributions. If the total Partner contributions made during any year exceed the operating costs of the Pool as documented by the District pursuant to Section 4.3, above, the District will communicate to Partners the total remaining funds and refund the same to Partners in pro-rata amounts based on the percentage of each Partner’s total contribution, unless a different disposition of such funds is agreed to by the Parties.

**5. Duties, rights, and responsibilities of Community Partners.** Each Partner shall sign a separate “Partner Agreement,” attached hereto as Appendix A, that designates the amount of funding the Partner is obligated to commit to the joint maintenance of the Pool facility and/or the amount each Partner would provide in the event the District reopens the Pool for operation by the District pursuant to Section 4.2. This obligation shall become binding upon execution and the full amount obligated for annual operations will be provided within thirty (30) days after execution of the Partner Agreement unless otherwise specified. The Parties mutually understand and agree that the District will rely upon the Partner Agreements to determine the feasibility of continuing to maintain the Pool in “soft close” status in the short term, as well as in determining whether it is feasible to reopen and remain open in the longer term. As such, the Partner Agreement shall become a binding promise of payment upon execution by each Partner’s authorized representatives. The Partner Agreement may specify the amount the Partner will contribute toward keeping the Pool in “soft close” status, and may designate a different amount the Partner will contribute to operation of the Pool once reopened.

**6. Term of Agreement.** The term of each Partner Agreement shall be one year from the date of execution.

**7. Termination.** The District reserves the right to terminate this Agreement prior to the end of its one-year duration for cause based on the failure of any financial condition assumed by the

District under this Agreement that causes, or is reasonably anticipated to cause, the District's financial commitment to exceed the amounts set forth in Sections 4.1 and 4.2, above.

**8. Disposition of Property on Termination / Early Termination.** The District shall retain ownership of the real property where the Pool is located and all items of personal property that may be purchased for its operations. Upon termination or early termination of this Agreement, the District will provide an accounting of close-out costs for the year and refund each Partner their pro-rata share of their contributions, if any, that were not utilized within the fiscal year. The District's financial obligation to Partners upon termination shall not in any event exceed each Partner's annual contribution.

**9. Indemnification and Insurance.** The District shall continue to be responsible for all aspects of the operation of the Pool and no Partner will be required to indemnify or defend the District for any claims that may be brought against the District arising out the Pool's operations.

**10. Limitation on Authority.** This Agreement shall not relieve either party of any obligation or responsibility imposed upon it by law except to the extent that actual and timely performance thereof is accomplished by the performance of this Agreement.

**11. Enforcement.** Any action commenced to enforce this Agreement shall be undertaken using the following process:

11.1. The Party alleging a breach of this Agreement shall first give notice to the other party and at least thirty (30) days for the other party to cure the alleged breach before initiating any action to enforce this Agreement.

11.2. If the Parties are unable to resolve any difference among themselves, the Parties may agree to enter into mediation and equally share the cost of mediation.

11.3. If legal action is commenced by any Party after making good faith efforts to resolve any disagreement, the forum and venue for such action shall be in the Superior Court of Skamania County, and this Agreement will be interpreted based upon the laws of the State of Washington.

11.4. The District's liability to Partners shall not in any event exceed the amount of each Partner's annual financial commitment as expressed in Appendix A. In the event of any dispute initiated by a Partner, the District shall have the option to resolve the dispute by issuing a full refund of that Partner's annual contribution. In such event, no further action may be pursued for breach of contract.

**12. Complete Agreement.** This written Agreement and Appendix A thereto constitute the entire Agreement between the District and each Partner. The parties specifically agree that no other agreements, whether written or oral, shall be considered binding on the parties regarding

the subject matter covered by this Agreement. This Agreement will be construed as if jointly drafted by both parties with no rules of construction applied against the drafter of the Agreement.

Executed this \_\_\_\_\_ day of December, 2020.

**STEVENSON-CARSON SCHOOL DISTRICT #303**

---

**Ingrid Colvard, Superintendent**

**CITY OF STEVENSON (INITIAL PARTNER)**

---

Authorized Representative

**Appendix A – Partner Agreement**

The following organization agrees to be a Community Partner (“Partner”) in the funding of the operation of the Stevenson Community Pool by the Stevenson-Carson School District:

Name of Partner: \_\_\_\_\_

Partner’s authorized representative has read and agrees to abide by the terms and conditions of the Joint Funding Agreement for the Preservation and Operation of the Stevenson Community Pool (“Master Agreement”). Pursuant to the terms of that Agreement, Partner will commit the following funds on an annual basis, beginning with the execution date of this Agreement:

**For maintaining facility in “soft close” status: \$** \_\_\_\_\_

**For operating costs once, the facility opens to the public: \$** \_\_\_\_\_

Partner understands that commitments are for a year of funding and promises to make payment as designated in the Master Agreement.

Name of Authorized Partner Representative: \_\_\_\_\_

Signature:

\_\_\_\_\_

Date:

\_\_\_\_\_