

gms
N

**CLARK COUNTY
STAFF REPORT**

DEPARTMENT/DIVISION: Public Works / Engineering and Construction Program

DATE: June 18, 2013

REQUEST: Approve and execute an Amended Right of Development and Use Agreement by and between Clark County, Vancouver-Clark Parks and Recreation, and Amboy Baptist Church. Development includes three softball/baseball fields, three multi-purpose fields, parking, frontage and related improvements. Tax Parcel numbers 275001-000 and 275043.

CHECK ONE: Consent Chief Administrative Officer

BACKGROUND: The Board of County Commissioners approved and signed the original agreement on July 27, 2010. The Agreement set out the terms and conditions between Vancouver-Clark Parks and Recreation Department and Amboy Baptist Church for the joint development and use of three softball/baseball fields, three multi-purpose fields, and parking. The Agreement was for twenty-five (25) years, with a provision to extend for up to three (3) additional five (5) year terms on a rolling basis at the end of the 30 (thirty), 35 (thirty-five) and 40 (forty) contract years. The proposed fields will be utilized by North County youth sport organizations and will be available for use during non-church activities for the general public. The original agreement called for the County to contribute \$400,000 from the Rural REET and Amboy Baptist Church to pay the balance of the cost of the design and permitting of the sports fields. As of March 1, 2013, the remaining county REET contribution was \$163,736.78.

The first amendment to the original agreement occurred on January 31, 2011. The purpose of that amendment was to set forth the current agreement of the County and Amboy Baptist Church concerning financial obligations and the operation of the sports fields.

This second amendment is to set forth method of payments, extension of project completion date, and the removal of Vancouver-Clark Parks and Recreation Department as management of the financial approvals.

COMMUNITY OUTREACH: N/A

BUDGET AND POLICY IMPLICATIONS: N/A

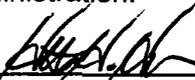
FISCAL IMPACTS: Yes (see Fiscal Impacts Attachment) No

ACTION REQUESTED: Execute and approve a Amended Right of Development and Use Agreement by and between Clark County, Vancouver-Clark Parks and Recreation, and Amboy Baptist Church for the joint development and use of three softball/baseball fields, three multi-purpose fields, parking, frontage and related improvements. Tax Parcel numbers 275001-000 and 275043.

PW 13-055



DISTRIBUTION: Please forward a copy of the approved staff report to Public Works Administration.



Heath H. Henderson
Engineering and Construction Program Manger

APPROVED: 

CLARK COUNTY, WASHINGTON
BOARD OF COMMISSIONERS



Peter Capell, P.E.
Public Works Director/County Engineer

June 18, 2013 SR 108-13

HHH/PC/SB/pam

Attachments: Agreement and Map

cc: Scot Brantley, Pam Mason, PW Central Files

PW 13-055

**SECOND AMENDMENT TO AGREEMENT BETWEEN CLARK COUNTY
AND THE AMBOY BAPTIST CHURCH
FOR THE DEVELOPMENT OF ATHLETIC FIELDS
TO SERVE NORTHERN CLARK COUNTY**

THIS SECOND AMENDMENT is entered into by and between Clark County, Washington, a political subdivision of the State of Washington ("County"), Vancouver-Clark Parks and Recreation Department ("VCPRD"), an agent for the County, and the Amboy Baptist Church ("ABC").

The County and ABC entered into an Agreement for the development of athletic fields on or about July 27, 2010 ("Agreement"). A First Amendment to the Agreement was entered into on or about February 15, 2011 ("First Amendment"). Since entering into the Agreement and First Amendment (hereinafter collectively as "Agreements"), the County and ABC have agreed to make modifications to the provisions of the Agreements related to, among other matters, invoicing/payment for materials and the completion date for Phase.

The following provisions of the Agreements are superceded (whether by amendment or addition) to read as follows:

A. Amendments.

1. Roles

VCPRD will no longer act as the County's agent for the coordination and management of the design and construction of the facilities as provided in the Agreements. Rather, this role will be assumed by Scot Brantley of the County's Public Works.

2. Construction of the Facilities

ABC shall put forth significant efforts to complete one field by December 31, 2013. ABC is not obligated to complete the anticipated paved parking lot. For purposes of this section, completion shall be defined as all materials and equipment for a single field shall be fully installed and ready for immediate use. If the field is not complete and ready for use by December 31, 2013 ABC shall reimburse the County for the amount paid to ABC unless ABC adequately demonstrates that it put forth significant efforts to complete the

field. The County recognizes the significant efforts of ABC in attempting to construct the anticipated fields and paved parking lot and agrees to assist ABC as set forth herein. The County's full cooperation is a material condition to the obligations of ABC.

With respect to the construction of the irrigation system, ABC shall provide the County with complete plans for the irrigation system prior to installation. ABC will not undertake the installation of the irrigation system until the County has reviewed and approved the plans.

3. Allocation of Expenses.

The allocation of expenses between the irrigation system, seeding, fencing and sports equipment, storm water facilities and parking spaces is hereby abandoned.

The County will work closely with ABC to ensure the remaining funding is being appropriated evenly between the athletic fields, athletic equipment, parking lot, landscaping and storm water facility.

Unless it has offered prior approval, and ABC has acted in good faith upon said approval, the County has final approval and/or rejection of all submitted invoices and material purchases.

4. Payment of County Funds.

The County shall make payments called for pursuant to the Agreements by either:

- 1) Paying a vendor directly for expenses related to the construction of athletic fields, athletic equipment, parking lot, landscaping and storm water facility; or
- 2) Reimbursing ABC for expenses related to the construction of athletic fields, athletic equipment, parking lot, landscaping and storm water facility upon presentation of documents evidencing the expenses and payment thereof.

The parties agree that the remaining amount of Rural REET funds committed to the project as of March 1, 2013 is \$163,736.78.

B. Remaining Terms

The remaining terms and conditions of the Agreements shall remain in full force and effect.

Dated this 18th day of June, 2013.

**Board of County Commissioners
Clark County, Washington**

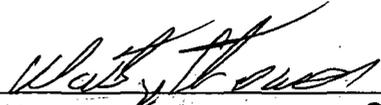
By: 
Steve Stuart, Chair

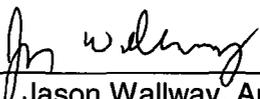


Vancouver-Clark Parks and Recreation Department

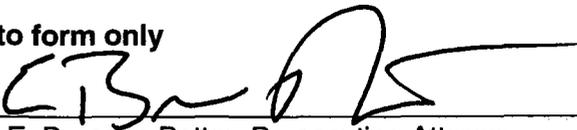
By: 
Ralph Dannenberg, Interim Director

Amboy Baptist Church

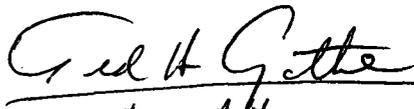
By: 
MARTY THOMAS, DEACON Chairman

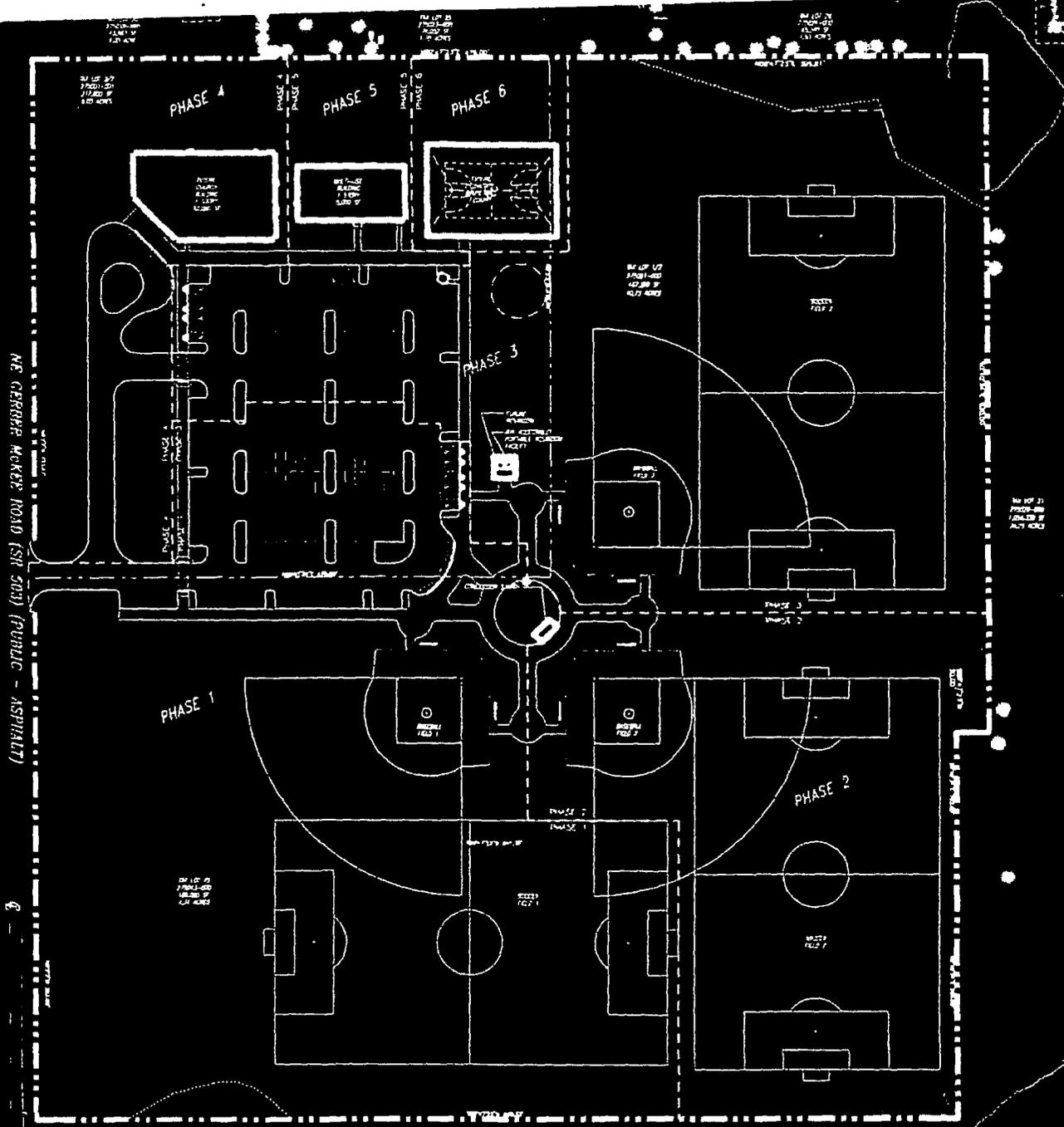
By: 
Jason Wallway, Amboy Baptist Church Pastor

Approved as to form only

By: 
E. Bronson Potter, Prosecuting Attorney

Approved as to form only

By: 
City Attorney



AMBOY BAPTIST CHURCH
NOT TO SCALE

OLSON LAND SURVEYORS
ENGINEERS
ENGINEERING INC
1111 BRIDGWAY VANCOUVER WA 9806