

Interlocal Agreement between Evergreen School District No. 114 and the City of Vancouver, Washington

1. Recitals

1.1 The Evergreen School District No 114 (District) owns the property legally described in Exhibit A which is being planned for an elementary school site (School Site).

1.2 The City of Vancouver, Washington (City) owns adjacent property which is planned for a neighborhood park (City Site), legally described in Exhibit B.

1.3 The parties plan to mutually develop the City Site and a portion of the School Site totaling approximately five acres as a Park Site. See Exhibit C for an illustration of the Park Site.

1.4 The School Site abuts the Park Site and both the District and the City recognize the economies and community benefit of shared development and use.

2. Purpose

The purpose of this Agreement is to establish the mutual rights and obligations concerning the District's and the City's development and use of the Park Site. Notwithstanding the intent of the parties to cooperatively use one another's properties pursuant to the terms and conditions of this Agreement, the parties expressly acknowledge and agree that, except for the limited grant of easements described in section 7, no provision of this Agreement is intended nor shall be deemed to transfer any real property rights from the District to the City or from the City to the District. As further specified in this Agreement, the City agrees to fund the construction of the Park Facilities and the District agrees to fund the maintenance of the Park Facilities.

3. Duration of Agreement

This Agreement shall extend for a term of twenty-five (25) years from the date the Agreement is executed by the parties. The Agreement may be extended in writing upon mutual agreement of the parties.

4. Effective Date of Agreement

This Agreement shall become effective upon adoption and execution by the Vancouver City Council and the Evergreen School District Board of Directors.

5. Development of Park Site

5.1 The District shall coordinate the design, engineering, permitting and construction of the Park Site with the Park Facilities listed in Exhibit D. The City shall have the right to review and approve all plans and specifications for the Park Facilities.

5.2 The City shall contribute the funds necessary to construct the Park Facilities, not to exceed the sum of \$550,000.00. An estimated cost of construction and estimated allocation of funds to specific line items is included in Exhibit D. The District shall pay costs in excess of \$550,000.00 unless otherwise agreed by the parties.

5.3 The District shall provide the City with weekly progress reports during construction and installation of the Park Facilities and the City shall have the right to approve all physical improvements to the Park Site during construction and installation.

5.4 The parties agree to make every reasonable effort to collaborate during the design, permitting and construction phases of the Park Site project during a reasonable time frame and within the specified budget.

6. Use of Park Site

6.1 The District shall have priority to use the Park Site north of central east-west pathway as identified on Exhibit C during normal school hours and for District-sponsored activities and events outside of normal school hours, as determined by the District.

6.2 The District shall be primarily responsible for scheduling the use of the Park Site for use by community organizations or other groups.

6.3 The Park Site south of the central east-west pathway identified on Exhibit C shall be available for scheduled use by community organizations or other groups, and at all other times during park hours, by the general public.

6.4 All of the uses of any portion of the Park Site by any individual, organization or group shall be governed by the rules promulgated by the District and the City regarding the use of park and school facilities. In the event of a conflict between the rules of the City and the rules of the District, the more restrictive rules shall apply.

7. Granting of Easements

7.1 The District shall grant to the City, at no cost, an easement for the use of that portion of the School Site dedicated to park uses for the use of the Park Facilities described in Exhibit C. Following construction of the Park Facilities on the School Site, the District shall survey the boundaries of the area containing the Park Facilities for the purposes of legally describing the easement and shall record the easement with the Clark County Auditor's Office. Surveying and recording costs shall be shared equally between the City and the District.

7.2 The City shall grant to the District, at no cost, an easement across the City Site for maintenance and use of the Park Facilities described in Exhibit C.

8. Maintenance of Park Facilities

The District shall assume the maintenance, repair and replacement responsibilities for the Park Facilities as specified in Exhibit E.

9. Liability and Indemnification

9.1 Each party to this Agreement shall assume responsibility for being appropriately self-insured or providing adequate liability insurance related to the responsibilities and activities of that party.

9.2 The City shall indemnify, defend and hold harmless the District, its officers, agents and employees from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, including costs and attorneys fees in defense thereof, for injuries, sickness or death of persons, or damage to property which is caused by or arises out of the City's acts, errors or omissions with respect to the use of District facilities or equipment in connection with community use of the Park Facilities under the supervision and control of the City, except:

9.2.1 The City's obligation to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole actions or negligence of the District, its officers, agents or employees; and

9.2.2 The City's obligation to indemnify, defend and hold harmless for injuries, sickness, death, or damage caused by or resulting from the concurrent actions or negligence of the City and the District shall apply only to the extent that the City's actions or negligence caused or contributed thereto; and

9.2.3 The District will assist the City by preserving and presenting a defense of limited liability under RCW 4.24.210, for allowing the public to use City and District property for outdoor recreation.

9.3 The District shall indemnify, defend and hold harmless the City, its officers, agents and employees from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, including costs and attorneys fees in defense thereof, for injuries, sickness or death of persons or damage to property which is caused by or arises out of the District's acts, errors or omissions with respect to the use of City facilities or equipment in connection with community use of the Park Facilities under the supervision and control of the District, except:

9.3.1 The District's obligation to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole actions or negligence of the City, its officers, agents or employees; and

9.3.2 The District's obligation to indemnify, defend and hold harmless for injuries, sickness, death, or damage caused by or resulting from the concurrent actions or

negligence of the City and the District shall apply only to the extent that the District's actions or negligence caused or contributed thereto; and

9.3.3 The City will assist the District by preserving and presenting a defense of limited liability under RCW 4.24.210, for allowing the public to use City and District property for outdoor recreation.

10. Property

With the exception of real property, all equipment, property, or improvements, other than physical improvements to real property, used to effectuate this Agreement shall become the sole property of the party who provided the equipment, property, or improvement.

11. Interpretation

11.1 This Agreement has been and shall be construed as having been made and delivered in the State of Washington, and it is mutually agreed and understood by both parties that this Agreement shall be governed by the laws of the State of Washington. Venue shall be in Clark County, Washington.

11.2 In the event of any inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

11.2.1 Applicable federal and state agency statutes, regulations or policies.

11.2.2 The terms and conditions of this Agreement.

12. Amendments/Modifications

The provisions of this Agreement may be amended only upon the mutual consent of the parties. No additions to, or alterations of, the terms of this Agreement shall be valid unless made in writing and formally approved and executed by the duly authorized agents of both parties.

13. Termination

This Agreement may be terminated only upon the mutual agreement of the parties following the giving of one year's written notice of the parties' intent to terminate or if either party provides written notice to the other party consistent with section 3 above. Upon termination, any personal property in the possession of the other party which was provided by the City of the District shall be returned to that party. Consistent with section 10, the parties agree that the real property and physical improvements thereto shall remain the sole property of the party that provided the real property.

14. Entire Agreement

This Agreement contains all of the agreements of the parties with respect to the subject matter covered or mentioned therein, and no prior agreement shall be effective to the contrary.

15. Ratification

Acts taken in conformity with this Agreement prior to their effective date(s) are hereby ratified and affirmed.

16. Severability

If any section or part of this Agreement is held by a court to be invalid, such action shall not affect the validity of any other part of this Agreement.

17. Administrators

The City's Director for Parks and Recreation Services and the District's Facilities Director shall be joint administrators of the cooperative undertaking described in this Agreement.

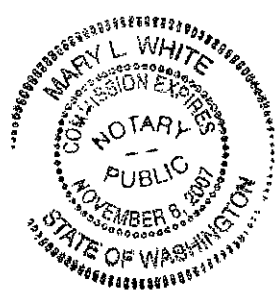
The City and the District have caused this Agreement to be executed in their respective names by their duly authorized officers and have caused this Agreement to be dated as of the 5th day of March, 2007.

City of Vancouver	Evergreen School District
SIGNATURE ON FILE By: <u>[Signature]</u> Pat McDonnell, City Manager	SIGNATURE ON FILE <u>[Signature]</u> By: <u>[Signature]</u> Billy Williams, President Board of Directors
Date: <u>March 6, 2007</u>	Date: <u>3-12-07</u>
Attest: SIGNATURE ON FILE <u>[Signature]</u> R. Lloyd Tyler, City Clerk By: Carrie Lewellen, Deputy City Clerk	Attest: _____ By: _____
Date: <u>[Signature]</u> <u>3/7/07</u>	Date: _____
Approved as to form: SIGNATURE ON FILE _____ Ted H. Gathe, City attorney	

State of Washington)
)ss.
County of Clark)

I certify that I know or have satisfactory evidence that Pat McDonnell is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the City Manager of City of Vancouver to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated March 6, 2007.

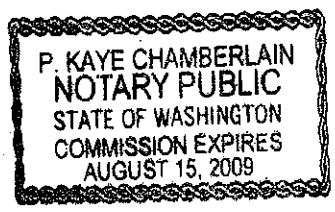


SIGNATURE ON FILE
[Signature]
Notary Public for Washington
MARY L. White
(Printed or Stamped Name of Notary)
Residing at Vancouver
My appointment expires: 11-8-07

State of Washington)
)ss.
County of Clark)

I certify that I know or have satisfactory evidence that Holly Williams is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the President of the Board of Directors of Evergreen School District No. 114 to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: March 13, 2007.



SIGNATURE ON FILE
P. Kaye Chamberlain
Notary Public for Washington
P. KAYE CHAMBERLAIN
(Printed or Stamped Name of Notary)
Residing at Battle Ground, WA
My appointment expires: 8-15-09

EXHIBIT A
SCHOOL SITE

A tract of land in the Southwest quarter of Section 22, Township 2 North, Range 2 East of the Willamette Meridian, Clark County, Washington more particularly described as follows:

BEGINNING at the Northeast corner of the Southwest quarter of said Section 22; thence North 89 degrees 00'05" West, along the North line of the Southwest quarter of said Section 22, for a distance of 412.50 feet; thence South 0 degrees 56'35" West, 35.00 feet to a point on the West line of that certain tract of land conveyed to Charles G. Brown by deed recorded under Auditor's File No. G 179157, records of Clark County, Washington, said point being the True Point of Beginning, thence South 0 degrees 56'35" West, along the West line of said Brown tract and the extension thereof for a distance of 669.65 feet; thence South 80 degrees 28'09" West, 116.57 feet; thence North 89 degrees 09'09" West, 577.79 feet, to the centerline of proposed NE Four Seasons Lane; thence along the said centerline along the arc of a 200.00 foot radius non-tangent curve through a central angle of 27 degrees 32'35" for an arc distance of 96.14 feet, the long chord which bears North 13 degrees 46'19" East, 95.22 feet; thence North 0 degrees 00'00" East, along the centerline of said proposed NE Four Seasons Lane, for a distance of 156.59 feet; thence along said centerline along the arc of a 200.00 foot radius curve to the right through a central angle of 46 degrees 57'19" for an arc distance of 163.91 feet; thence North 46 degrees 57'19" East, along the centerline of said proposed NE Four Seasons Lane, for a distance of 90.53 feet; thence along said centerline along the arc of a 200.00 foot radius curve to the left through a central angle of 45 degrees 57'23" for an arc distance of 160.42 feet; thence North 0 degrees 59'55" East, along the centerline of proposed NE Four Seasons Lane for a distance of 89.10 feet; thence South 89 degrees 00'05" East, parallel with and 35.00 feet from when measured at right angles to the North line of the Southwest quarter, of said Section 22, for a distance of 486.45 feet to the True Point of Beginning.

EXHIBIT "B"

CITY SITE

A tract of land in the Southwest quarter of Section 22, Township 2 North, Range 2 East, Willamette Meridian, Clark County, Washington, more particularly described as follows:

Beginning at the Northeast corner of the Southwest quarter of said Section 22;

Thence North $89^{\circ}00'05''$ West, along the North line of the Southwest quarter of said Section 22, for a distance of 412.50 feet;

Thence South $00^{\circ}56'35''$ West, along the West line of that certain tract of land conveyed to Charles G. Brown by deed recorded under Auditor's File No. G 179157, records of Clark County, Washington, and the extension thereof for a distance of 704.65 feet, to the TRUE POINT OF BEGINNING;

Thence South $51^{\circ}48'54''$ West, 405.95 feet;

Thence North $89^{\circ}14'45''$ West, 415.55 feet to the centerline of proposed Four Seasons Lane;

Thence North $00^{\circ}00'00''$ East, along the centerline of said proposed N.E. Four Seasons Lane for a distance of 127.11 feet;

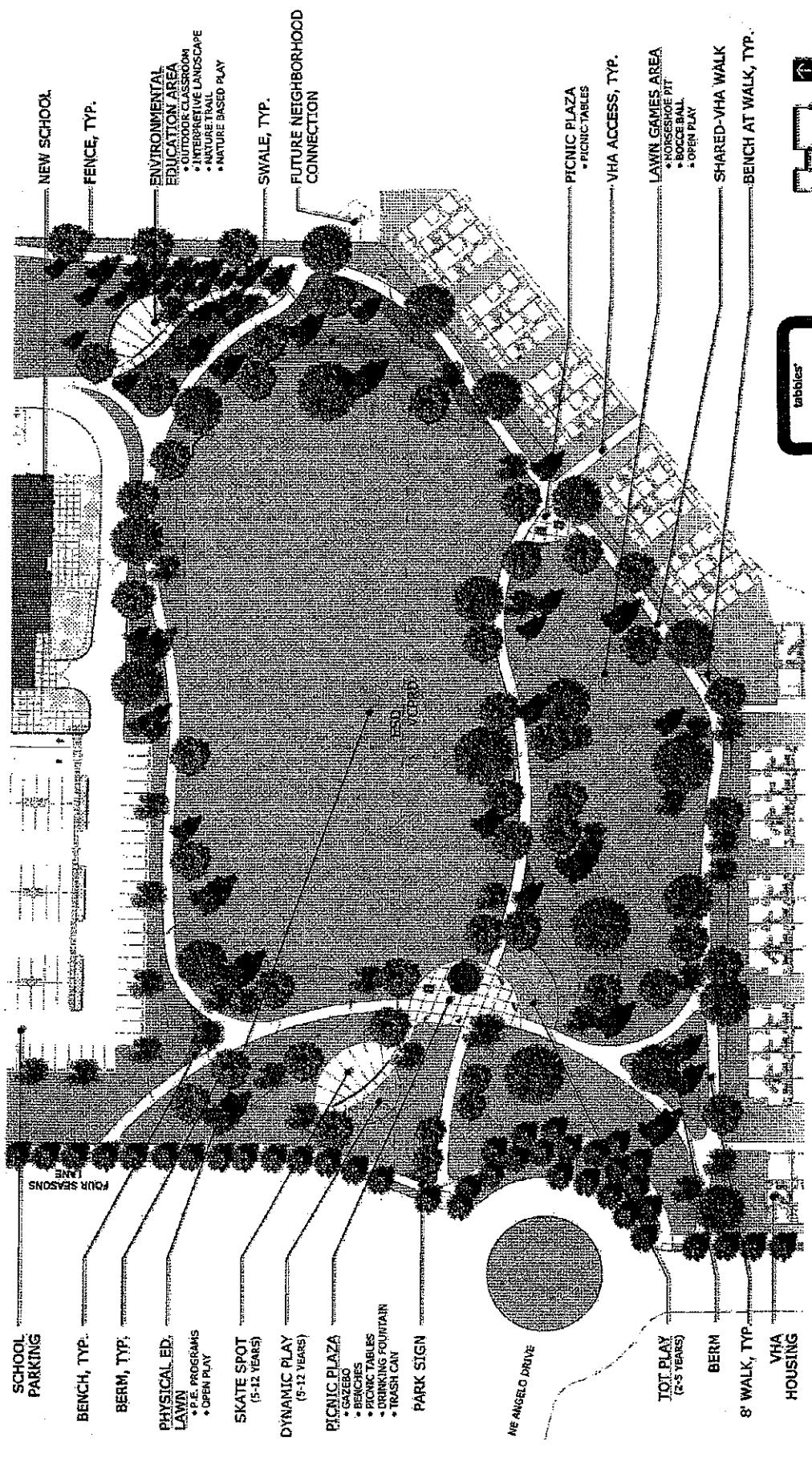
Thence North $21^{\circ}16'40''$ East, along the centerline of said proposed N.E. Four Seasons Line, for a distance of 115.50 feet;

Thence South $89^{\circ}09'09''$ East, 577.79 feet;

Thence North $80^{\circ}28'09''$ East, 116.57 feet, to the TRUE POINT OF BEGINNING;

Containing 3.00 acres.

Together with and subject to easements and restrictions of record.



SCHOOL PARKING

BENCH, TYP.

BERM, TYP.

PHYSICAL ED. LAWN
 • P.E. PROGRAMS
 • OPEN PLAY

SKATE SPOT (5-12 YEARS)

DYNAMIC PLAY (5-12 YEARS)

PICNIC PLAZA
 • GAZEBO
 • BENCHES
 • PICNIC TABLES
 • DRINKING FOUNTAIN
 • TRASH CAN

PARK SIGN

NE ANGELO DRIVE

TOT PLAY (2-5 YEARS)

BERM

8' WALK, TYP.

VHA HOUSING

NEW SCHOOL

FENCE, TYP.

ENVIRONMENTAL EDUCATION AREA
 • OUTDOOR CLASSROOM
 • NATURALIVE LANDSCAPE
 • ARTS/STREET PLAY
 • NATURE BASED PLAY

SWALE, TYP.

FUTURE NEIGHBORHOOD CONNECTION

PICNIC PLAZA
 • PICNIC TABLES

VHA ACCESS, TYP.

LAWN GAMES AREA
 • HORSESHOE PIT
 • BOCCIE BALL
 • OPEN PLAY

SHARED-VHA WALK

BENCH AT WALK, TYP.

EXHIBIT

9

tabbles

MASTER PLAN New School Park

SEPTEMBER 22, 2006

ILLUSTRATION: [Logo]

ILLUSTRATION: [Logo]

EXHIBIT D

ITEM	AMOUNT	NOTES
Total Project Budget APPROVED BY VCPRD	\$550,000.00	Maximum amt available to cover ALL project soft and hard costs as detailed below.
Construction Allowance	\$445,344.87	Maximum amt. available for all costs of physical construction and owner provided items. Physical construction allowance can be supplemented with unused portions of VCPRD Staff Allowance and Planning and Design fees at time of bid award if necessary to activate any Ad Alts. Conversely, if actual costs are lower than allowance, unused funds shall be returned from the park project account to the Parks District 5 account.
Construction Contingency Allowance	\$34,887.44	10% of physical construction budget. This amount for be held for change orders. This amount shall not be used to supplement physical construction allowance. Unused funds shall be returned from park project account to the Parks District 5 account.
Parks Staff Allowance 2007/2008	\$15,000.00	Allowance for Parks staff to work on this project in 2007/2008. includes project management, tracking and reporting, technical progress reviews, ongoing communication, public involvement, general project oversight, and construction management assistance.
Design / Permits / Fees	\$54,848.20	Allowance for all planning, design and permitting fees related to the park. Specifically, includes costs for consultant services to provide design development drawings, construction documents, bid documents and to deliver a fully permitted project. Includes amount that has been spent during the master plan phase and DD phases through 12.15.06.
		ADDITIONAL NOTES:
		The design, permitting and construction of the park landscape shall be fully integrated with the same for the proposed elementary school. Parks and their consultant to review and comment on all progress submittals. Which are to include regular progress sets, bid documents, change orders, construction submittals, substitution requests etc.
		A representative appointed by Parks shall have final approval authority for acceptance of all physical improvements to the park landscape during construction. Progress schedules and daily reports to be delivered to Parks weekly during construction. Funds received via Parks agreements with other agencies, organizations and persons shall be used to supplement the physical construction allowance at Parks discretion.



EXHIBIT
E

<p>Park Equipment/Structures - 756000</p>	<p>Activity Walkways, paths, fences, gates, signs, play equipment, furniture and boat docks.</p>	<p>Standard All equipment and structures free of visible defects. Play Equipment - inspected once per month, fall protection surface smooth and free of large objects. Furniture - tables and benches free of broken boards, boards sealed and treated every 3 years, graffiti removed, sanded, filled or painted over. Walkways - surface is smooth, clear of loose debris, edges trimmed once per year, no ponding, vegetation trimmed back 6' from edge. Signs, gates and fences - signs are clean and visible, graffiti free, no peeling paint. Gates are painted white, operate freely and locks are lubricated. Fence is secure and holes are repaired. Boat docks - ramp is cleared of sand and woody debris once per week during low water, dock boards are replaced as needed. Dredging is required every 7-10 years, low water docks are removed prior to November 1st.</p>
<p>Sanitation - 757000</p>	<p>Activity Trash collection and removal, restrooms and shelter cleaning.</p>	<p>Standard Receptacles are secure to post and not more than 1/4 full, litter is removed once per week on average and every other day in the summer. Restrooms and shelters - individual properties are locked each night to prevent vandalism and overnight camping, restrooms are closed and winterized from November through March, portables are placed at high traffic sites, during summer months restrooms and shelters are cleaned and stocked once per day unless requested for a special event.</p>
<p>Chemical Application - 755000</p>	<p>Activity Noxious weed removal, pre-emergent, broadleaf, fertilize.</p>	<p>Standard Property to be free of all noxious weeds identified by Clark County Weed Control. Pre-emergent - applied to landscaped beds, fence lines, tree rings, gravel lots and primitive trails for control of invasive plants and grasses. Application occurs no more than once per year or as needed. Areas will have no more than 10% weed cover per square meter. Broadleaf - applied to active use turf areas once every two years or as needed, no more than 10% weed infection per square meter. Fertilizer - material is applied in October, May and July at the manufacturers recommended rate.</p>

GROUND MAINTENANCE STANDARDS - Current
STANDARD LEVEL 3

Property Type
Fully developed and irrigated.

	Activity	Standard
Mowing - 752000	Production (10'-15') and trim mowing (60").	Mowing not to exceed 35% removal of plant. Mowing height of mowers set at 3 inches. Grass clippings are mulched and may be visible and bunched. Seasonal removal of clippings may be required.
Landscape Maintenance - 754000	Turf maintenance, leaf and storm debris removal, tree and shrub pruning, clean and mulch shrub beds.	Turf - worn areas are thin and are over-seeded once per year, aeration of turf once per year. Leaf and Storm Debris Removal - material removed no more than 2 times per year, visible litter and storm debris.
Irrigation - 753000	Fountains, underground irrigation, backflow devices.	All systems are activated in the spring and drained in the fall. Fountains - cleaned and serviced as needed. Backflow devices - tested and repaired once per year. Irrigation systems - on Mexicom are monitored for water budgeting to minimize water consumption while maintaining color and quality of turf. Other system programs are adjusted manually as needed. Irrigation systems are managed at 90% of operating capacity. Repairs are made as needed, no PIM is utilized at this time.