

INTERLOCAL AGREEMENT

Between

**CITY OF VANCOUVER, STATE OF WASHINGTON, CLARK COUNTY, STATE OF
WASHINGTON,**

And the

VANCOUVER SCHOOL DISTRICT NO. 37

For

COOPERATIVE PLANNING and DEVELOPMENT

Of

EISENHOWER ELEMENTARY SCHOOL/NEIGHBORHOOD PARK

In accordance with the Interlocal Cooperation Act (RCW, Ch. 39.34), Vancouver School District No. 37, (the "School District and; Clark County ("the "County"), and the City of Vancouver, a Washington municipal corporation of the first class (the "City") (collectively, the "Parties"), in consideration of the covenants, and agreement hereinafter mentioned, to be made and performed by the Parties, do covenant and agree as follows:

ARTICLE I

BACKGROUND

1. The Vancouver-Clark Parks and Recreation Department (Parks and Recreation), consistent with the City/County Parks Interlocal effective April 1, 2008, approved by the Board of Clark County Commissioners and the Vancouver City Council, plans, acquires and develops parks and open spaces throughout the Vancouver urban area to meet community needs for recreational open space.
2. ~~Vancouver School District (the District), consistent with documents adopted by the District's~~ Board of Directors, plans, acquires and develops school sites within district boundaries and these sites include open space which can be used jointly by schools and the community.

3. Whenever possible and to provide economies and improve public benefit, the District and Parks and Recreation cooperate in the joint development and use of open space.
4. The County owns certain real property, legally described on Exhibit A attached hereto, which is designated as Eisenhower Neighborhood Park. The School District owns certain real property which abuts the Park known as Eisenhower Elementary School. The combined sites shall be referred to as Eisenhower School/Park or School/Park.
5. Eisenhower School is presently being rebuilt and the grounds are being renovated by the District. By previous action, the Board of Clark County Commissioner's approved a master plan for Eisenhower Park and adopted a Capital Facilities Plan and budget supporting the development of the park on a timeline consistent with the planning and redevelopment of Eisenhower School.

In order to take advantage of economies of scale and cost savings associated with coordination of the construction activities at both Eisenhower School and Eisenhower Neighborhood Park, the Parties desire to designate the District to manage the construction at both sites in behalf of the County and City.

ARTICLE II

PURPOSE OF AGREEMENT

The purpose of this Agreement is to establish mutual rights and obligations concerning the cooperative planning, permitting and development, of the School/Park for use by the School District for educational programs and by the general public for both active and passive open space uses; notwithstanding the intent of the parties to cooperatively use the School/Park, the Parties expressly acknowledge and agree that no provision of this Agreement is intended nor shall be deemed to transfer any real property rights from the County to the District or from the District to the County.

ARTICLE III

EFFECTIVE DATE OF AGREEMENT

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

ARTICLE IV

SCHOOL/PARK PLANNING, PERMITTING AND CONSTRUCTION

1. The District will contract for the planning, design, and permitting of Eisenhower School/Park.

2. The District will also bid and manage construction in behalf of the City and County. All work shall be performed in accordance with public bidding and prevailing wage regulations.
3. Improvements to the School/Park will be consistent with the adopted Master Plan identifying Park and School Properties, respectively Exhibit B) and constructed to City Park standards.
4. The School/Park improvements shall be available for public use at the time of substantial completion approved by the District.
5. Upon proper billing and City/County Parks and Recreation approval of the work, the City shall reimburse the District for actual expenses but not to exceed a total amount of \$565,815.84 for design, permitting, bidding, construction, and construction management services on the project and for the costs of construction of improvements to the Eisenhower Neighborhood Park portion of the project, per Exhibit D (Cost Analysis).

ARTICLE V

USE OF COUNTY PROPERTY

The County hereby grants the District the permission and license to enter upon the County property described in Exhibit A to make the improvements thereon as described in the Master Plan depicted in Exhibit C.

ARTICLE VI

LIABILITY AND INDEMNIFICATION

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.
2. The City shall indemnify, defend and hold harmless the County and District, and their 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 (including employees of the City), or damage to property (including property of the District), 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 School/Park under the supervision and control of the City, provided, however, that
 - A. the City 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 County or District, or their officers, agents or employees; and

- B. the City 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, County and the District shall apply only to the extent that the City's actions or negligence caused or contributed thereto; and
 - C. The County and 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 District property for outdoor recreation.
3. The District shall indemnify, defend and hold harmless the County and the City, and their 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 (including employees of the District), or damage to property (including property of the County), which is caused by or arises out of the District's acts, errors or omissions with respect to the use of District facilities or equipment in connection with community use of the School/Park under the supervision and control of the District, provided, however, that
- A. 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 County or City, or their officers, agents or employees; and
 - B. 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 District, County and the City shall apply only to the extent that the District's actions or negligence caused or contributed thereto; and
 - C. The City and County will assist the District by preserving and presenting a defense of limited liability under RCW 4.24.210, for allowing the public to use District property for outdoor recreation.

ARTICLE VII

PROPERTY

1. All real property at Eisenhower Neighborhood Park described in Exhibit A shall remain the sole property of the County. Any physical improvements to such real property shall become the sole property of the County, without regard to the identity of the Party responsible for installing such physical improvement. By way of example and not limitation, the term "physical improvements" means trails, berms, buffers, drainage systems, in-ground irrigation systems, landscaping, etc.
2. All real property at Eisenhower Elementary School shall remain the sole property of the District. Any physical improvements to such real property shall become the sole property of the District, without regard to the identity of the Party responsible for installing such physical

improvement. By way of example and not limitation, the term "physical improvements" means trails, berms, buffers, drainage systems, in-ground irrigation systems, landscaping, etc.

3. Personal property, including but not limited to park benches, picnic tables, play equipment, and other like equipment used to effectuate this Agreement shall remain the sole property of the Party who provided the personal property.

ARTICLE VIII

INTERPRETATION

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 Clark County, Washington.
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:
 - (a) Applicable federal and state agency statutes, regulation or policies; or
 - (b) The terms and conditions of the Agreement

ARTICLE IX

AMENDMENTS/MODIFICATION

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 the Parties.

ARTICLE X

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.

**ARTICLE XI
RATIFICATION**

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

**ARTICLE XII
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.

**ARTICLE XIII
DOCUMENT EXECUTION AND FILING**

The Parties agree that there shall be three (3) duplicate originals of this Agreement procured and distributed for signature by the necessary officials of the parties. Upon execution, one executed original of this Agreement shall be retained by the Vancouver City Clerk and one shall be retained by each of the other parties. The Vancouver City Clerk shall cause a copy of this Agreement to be posted on the City website pursuant to Chapter 32, Laws of Washington 2006 (RCW 39.34.040). Upon execution of the originals and posting of a copy on the City's website, each such duplicate original shall constitute an agreement binding upon all parties.

IN WITNESS THEREOF, The County, School District, and City 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 13th day of October, 2008.

CITY OF VANCOUVER

VANCOUVER SCHOOL DIST. NO. 37

SIGNATURE ON FILE

SIGNATURE ON FILE

Pat McDonnell, City Manager

Dr. Ed Rankin, President of the Board

Attest:

Attest:

SIGNATURE ON FILE

SIGNATURE ON FILE

R. Lloyd Tyler, City Clerk
By: Carrie Lewellen, Deputy City Clerk

Dr. Steve Webb
Secretary of the Board

Approved as to form:

SIGNATURE ON FILE

Ted H. Gathe, City Attorney

**BOARD OF COUNTY
COMMISSIONERS FOR
CLARK COUNTY, WASHINGTON**

SIGNATURE ON FILE

Approved as to form:

SIGNATURE ON FILE

Arthur D. Curtis, Prosecuting Attorney

By _____, Senior Deputy

Attest:

SIGNATURE ON FILE

Louise Richards, Clerk to the Board

Attachments:

- Exhibit A: Legal Description
- Exhibit B: Site Plan identifying Park and School properties – 2 pages:
- Exhibit C: Master plan identifying development of the Park
- Exhibit D: Cost Analysis

H: JZ/CCMS/Interlocals/Eisenhower School Final 072808.doc

EISENHOWER PARK INTERLOCAL AGREEMENT - 7



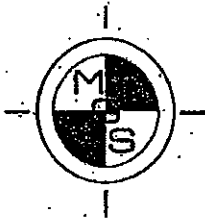
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Page: 36 of 32
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Clark County, WA



**MINISTER-GLAESER
SURVEYING INC.**

(360) 694-3313
FAX (360) 694-8410
2200 E. EVERGREEN
VANCOUVER, WA 98661

August 18, 2004

EXHIBIT A

ADJUSTED CLARK COUNTY PARCEL:

A portion of Lots 11 and 12 of "Wells Subdivision", according to the plat thereof, recorded in Book "A" of plats at page 85, Records of Clark County, located in a portion of the Northwest quarter of Section 3, Township 2 North, Range 1 East, Willamette Meridian, Clark County, Washington, described as follows:

Beginning at the Southwest corner of said Lot 11, said corner being on the centerline of NW 9th Avenue;

Thence South 89°14'03" East, along the South line of said Lot 11, for a distance of 30.01 feet to the East Right-of-Way line of NW 9th Avenue;

Thence South 89°14'03" East, continuing along the South line of said Lot 11, for a distance of 748.21 feet to the TRUE POINT OF BEGINNING;

Thence North 01°53'03" East, for a distance of 130.00 feet;

Thence South 88°06'57" East, for a distance of 59.90 feet;

Thence North 01°53'03" East, for a distance of 313.88 feet;

Thence South 88°06'57" East, for a distance of 45.35 feet;

Thence North 01°53'03" East, for a distance of 128.86 feet;

Thence North 88°06'57" West, for a distance of 273.00 feet;

Thence North 01°53'03" East, for a distance of 84.68 feet to the North line of said Lot 12;

Thence South 89°14'03" East, along the North line of said Lot 12, for a distance of 683.01 feet to the West Right-of-Way line of NW 4th Avenue;



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Page: 31 of 32
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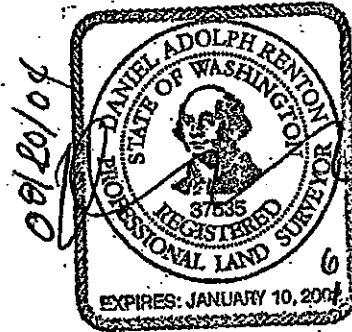
50.00 Clark County, WA

Thence South $02^{\circ}13'22''$ West, along said West Right-of-Way line, for a distance of 660.79 feet the South line of said Lot 11;

Thence North $89^{\circ}14'03''$ West, along the South line of said Lot 11, for a distance of 511.33 feet to the TRUE POINT OF BEGINNING.

Containing 7.3 Acres, more or less.

Together with and subject to easements, reservations, covenants, dedications and restrictions apparent or of record.





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Page: 32 of 32
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Clark County, WA



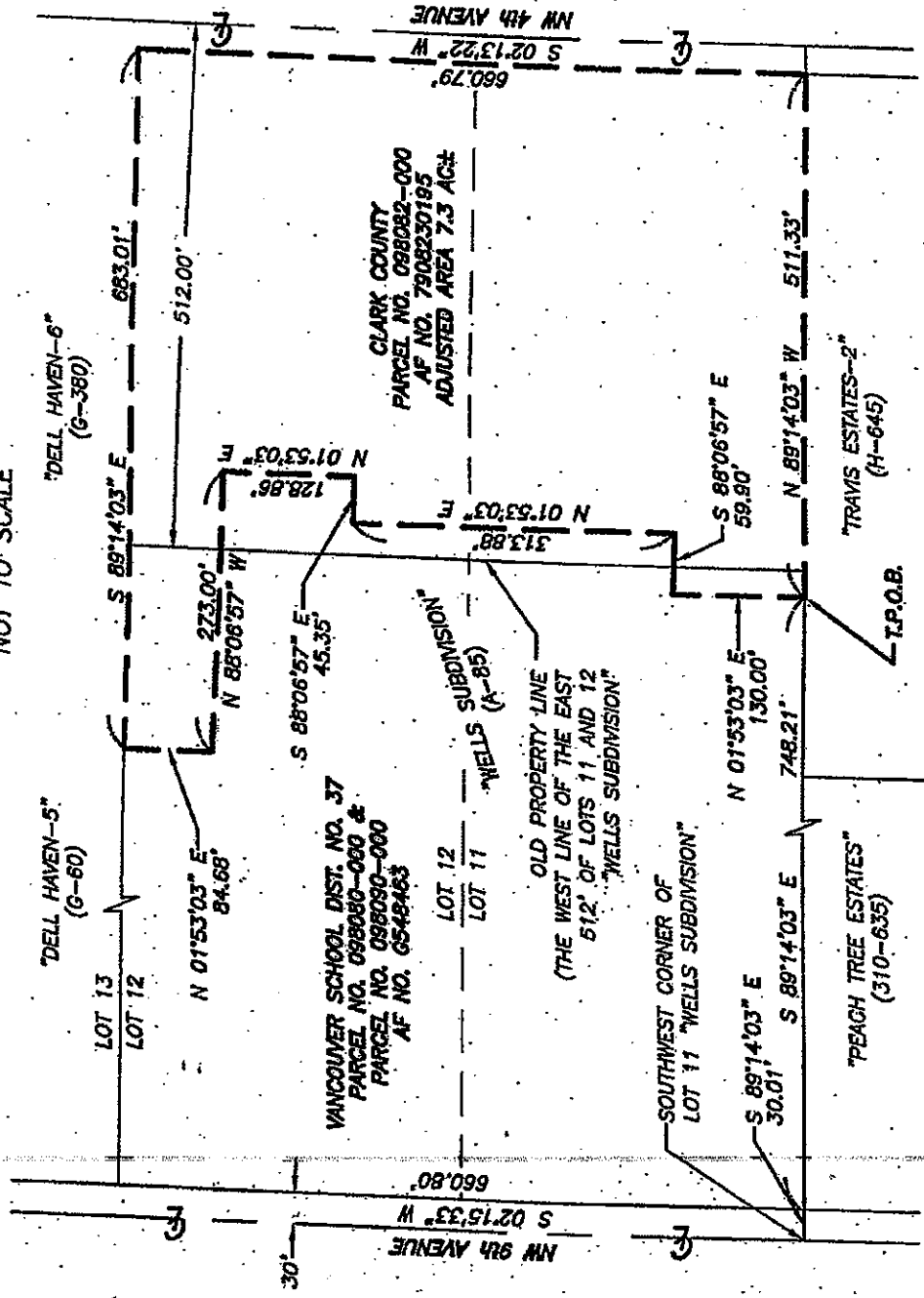
SITE PLAN
EXHIBIT B

ADJUSTED CLARK CO. PARCEL

JOB NO: 04-284

AUGUST 18, 2004

NOT TO SCALE



VANCOUVER SCHOOL DIST. NO. 37
PARCEL NO. 098080-000 &
PARCEL NO. 098090-000
AF NO. 6548463

CLARK COUNTY
PARCEL NO. 098082-000
AF NO. 7908230195
ADJUSTED AREA 7.3 AC±

LOT 12
LOT 11
"WELLS SUBDIVISION"

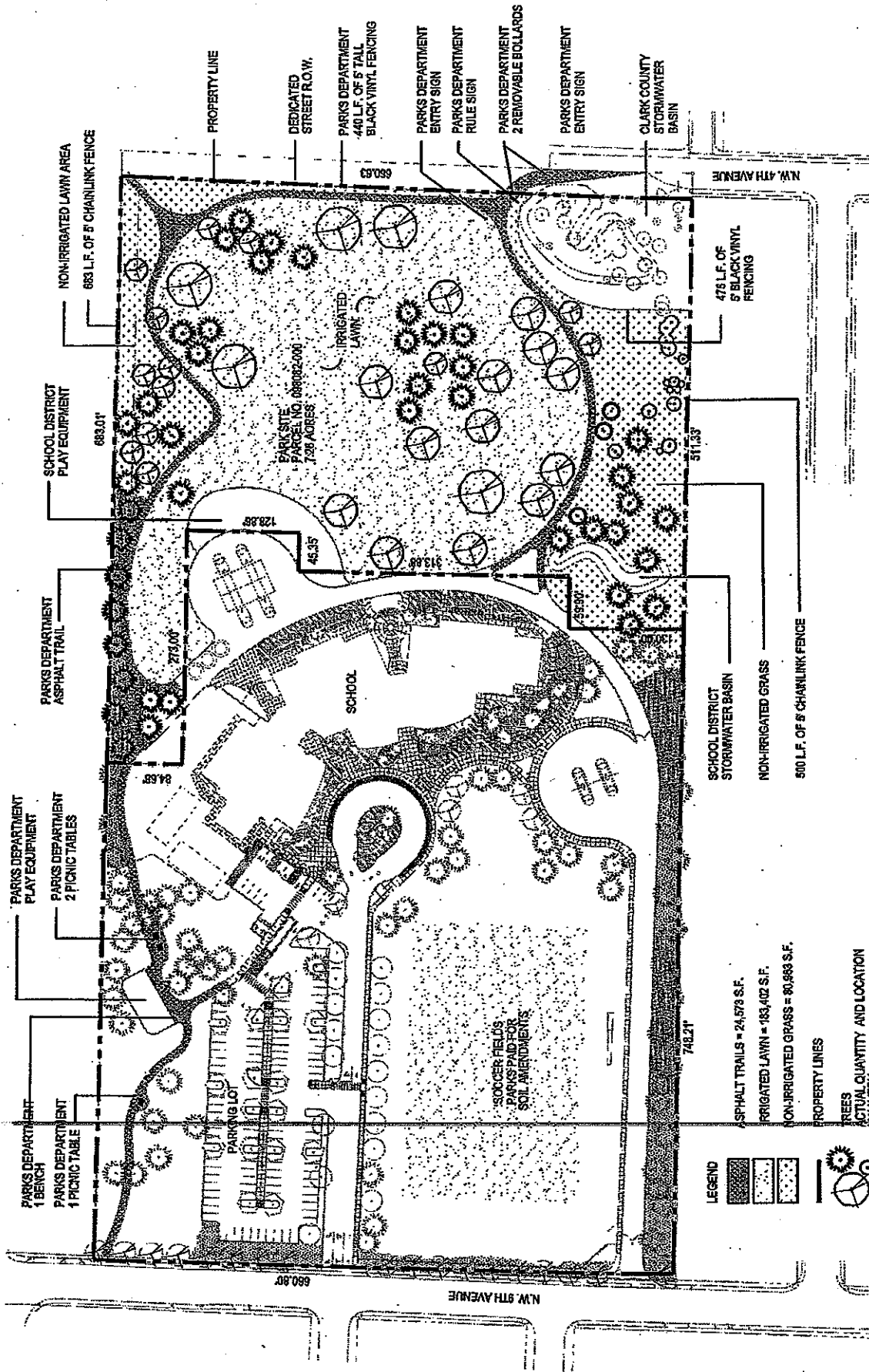
OLD PROPERTY LINE
(THE WEST LINE OF THE EAST
512' OF LOTS 11 AND 12
"WELLS SUBDIVISION")

SOUTHWEST CORNER OF
LOT 11 "WELLS SUBDIVISION"

"PEACH TREE ESTATES"
(310-635)

"TRAVIS ESTATES-2"
(H-645)

I.P.O.B.



- LEGEND**
- ASPHALT TRAILS = 24,578 S.F.
 - IRRIGATED LAWN = 183,402 S.F.
 - NON-IRRIGATED GRASS = 80,883 S.F.
 - PROPERTY LINES
 - TREES
 - ACTUAL QUANTITY AND LOCATION MAY VARY

MASTER PLAN-PARK & SCHOOL DEVELOPMENT
NOT TO SCALE

EXHIBIT "B"

Eisenhower School/Park Cost Analysis Exhibit D

Eisenhower Park Cost Estimate	Entire Site Work School and Park	School Share	Park Share
Design/Construction Admin and Permitting			
Design/Const. Admin	\$150,000.00	\$89,025.00	\$60,975.00
Permits	\$45,000.00	\$28,707.50	\$16,292.50
Construction			
Genl Reqrmts, Bond, Insurance	\$80,000.00	\$47,480.00	\$32,520.00
Mobilization	\$4,000.00	\$2,374.00	\$1,626.00
Siterwork (inc. sports fields upgrades)	\$419,000.00	\$248,878.50	\$170,121.50
Field Survey	\$22,000.00	\$13,057.00	\$8,943.00
Landscaping	\$131,500.00	\$78,045.25	\$53,454.75
Irrigation (inc. water service)	\$200,000.00	\$118,700.00	\$81,300.00
Asphalt paths	\$45,000.00	\$11,250.00	\$33,750.00
Fencing (75% fencing)	\$32,000.00	\$18,892.00	\$13,108.00
Tot Lot (pk curbing, drainage, park chips)			
Site Furnishings	\$73,746.50	\$38,123.41	\$35,623.09
Tax (7.5%)			
TOTAL	\$1,202,246.50	\$638,430.66	\$563,815.84
Park Cost per Acre*			\$72,974.41

NOTES:

Design	LSW	811100	15%	121700	Site Portion
	NW Arch	2400		2400	
	Charbonneau	7200		7200	
	Prelim Survey	14500		14500	
	Airny - Hearing	2500		2500	
	J-2	1000		1000	
	Legal Notice	700		700	
Permits	Traffic/Conc	2800		2800	
	Pie App	870		870	
	SPR	25200		25200	
	Final SPR	11600		11600	
	Inspection	4600		4600	
Const	Genl Reqrmts	533560	15%	80000	

Asphalt Paths = 8 LF by 3,000 LF by \$1.50/SF
 Tot Lot (2466 SF) = \$3195 (curbing) + \$1800 (chips) + \$4930 (drainage)

*Tot Lot equipment - not included;
 Owners' project management costs not included (MSD or Parks)