

City of Vancouver/Clark County
Interlocal Parks Agreement

- SECTION 1 BACKGROUND
- SECTION 2 PURPOSE
- SECTION 3 GUIDING PRINCIPLES
- SECTION 4 PERSONNEL
- SECTION 5 DURATION OF AGREEMENT
- SECTION 6 ADMINISTRATION
- SECTION 7 PROPERTY ACQUISITION AND DEVELOPMENT
- SECTION 8 CONCEPTUAL AND MASTER PLANNING OF CAPITAL PROJECTS
- SECTION 9 PROJECT DESIGN, ENGINEERING, PERMITTING AND
MANAGEMENT
- SECTION 10 LEGACY LANDS
- SECTION 11 GRANT APPLICATIONS
- SECTION 12 PARKS COMMISSION AND PARKS FOUNDATION
- SECTION 13 PUBLIC INFORMATION AND OUTREACH
- SECTION 14 ANNEXATION
- SECTION 15 JOINT ADMINISTRATION OF PARK IMPACT FEES
- SECTION 16 BUDGET DEVELOPMENT
- SECTION 17 PERFORMANCE MEASURES AND REPORTING
- SECTION 18 DISPUTE RESOLUTION
- SECTION 19 HOLD HARMLESS AND INDEMNIFICATION
- SECTION 20 NO THIRD PARTY BENEFICIARY
- SECTION 21 DISPOSITION OF CAPITAL UPON TERMINATION OF AGREEMENT
- SECTION 22 AMENDMENT

THIS IS AN INTERLOCAL AGREEMENT, entered into under the authority of the Interlocal Cooperation Act, Chapter 39.34 RCW, between the City of Vancouver, Washington, a municipal corporation (the "City"), Clark County, Washington, a political subdivision of the State of Washington (the "County"), and the Greater Clark Parks District ("GCPD"), a municipal corporation, by which the City of Vancouver and Clark County agree to operate a consolidated parks department designated the Vancouver-Clark Parks and Recreation Department (the "Parks Department"), under the direct supervision of the City. No new or separate legal or administrative entity is created to administer the provisions of this Agreement. As used herein, the term "Parties" shall refer only to the City and the County unless otherwise specifically indicated.

WHEREAS, pursuant to Chapter 39.34 RCW (Interlocal Cooperation Act), one or more public entities may contract with one another to perform government services which each is by law authorized to perform.

NOW, THEREFORE,

THE CITY AND COUNTY agree as follows:

SECTION 1. BACKGROUND.

Prior to the mid 1990's, service differences between the parks and recreation departments of Clark County and the city of Vancouver were noticeable and distinct. Vancouver provided an urban system which is activity based while Clark County provided a regional system which is resource based. In 1996, both the city and the county adopted policies which brought many of their service policies and practices into alignment. For the urban components of their respective park systems, both adopted identical capital funding measures; identical acquisition and development standards; and identical design standards. For these reasons, and for reasons of cost savings, efficiencies, and improved convenience to the public, the two departments consolidated in 1997 with the City assuming the administrative authority. In 1997, the City and the County also consolidated their Park Impact Fee ("PIF") programs to coordinate the imposition, collection and use of PIF's.

In 2005, voters in the unincorporated urban growth area around Vancouver approved a ballot measure forming the Greater Clark Parks District (hereinafter the "Metropolitan Parks District" or "MPD"). As a result, the County is providing urban park facilities similar to the city. Areas of common policy, practice, and interest include: the park impact fee program; comprehensive planning; grant funding; youth sports fields; trail planning and development; and comprehensive planning and development of nature areas which cross jurisdictional lines.

Under terms of the initial Parks Consolidation Interlocal, the City had administrative authority for all capital projects. Passage of the Metropolitan Park District measure has resulted in a significant increase in the number of urban parks being planned and developed by Clark County. The sheer volume of MPD park projects and public expectations relative to those

projects requires that Clark County now play the lead role in the planning and construction of the parks serving their citizens.

SECTION 2. PURPOSE.

The Parties agree that it is to their mutual benefit, and the benefit of the citizenry, to continue to centralize park and recreation systems for the County and the City in one consolidated parks and recreation department which will serve the entire County and to coordinate the planning, financing and development of urban parks.

To this purpose, the County is contracting with the City in this Agreement to provide certain park and recreation staff services to the County. By entering into this Agreement, the County is not precluded from entering into agreements with other cities regarding the planning, construction or operation of parks.

The consolidation of park and recreation services provides the City and County with integrated park, sports field and trail systems, improved cost efficiencies, and improved system effectiveness. Efficiencies are increased by reducing overhead and eliminating duplication of efforts; coordination of service delivery to the public is improved by merging staff and resources and by providing a single location for accessing City and County park and recreation services.

SECTION 3. GUIDING PRINCIPLES.

The City and County agree to the following guiding principles:

- A. A consolidated Parks and Recreation Department provides cost efficiencies, improved service effectiveness, and comprehensive, community wide planning.
- B. Achieving efficiencies shall be a goal of the consolidated department, but an equally important goal is considering the interests and needs of each the city and county to assure they are responsive to constituents in project design and delivery. Accordingly, each may choose to manage project design and delivery through their respective systems.
- C. Superior communication within the Parks Department, between City and County staff, Parks Department staff and citizens, and Parks Department staff and elected officials is essential to the success of this Agreement.
- D. Coordinating the imposition, collection and use of PIF's and Real Estate Excise Tax ("REET") for the development of urban parks within the Vancouver urban growth area benefits the citizens of the City and the County.

SECTION 4. PERSONNEL.

The hiring, firing, or appointment of the Parks and Recreation Department Director shall be made jointly by the City Manager and the County Administrator. The hiring and firing of the

Parks and Recreation Department Planning and Development Manager and the Capital Program Manager or their equivalents shall be made after consultation with the County Public Works Director. All other Parks and Recreation Department personnel matters shall be the responsibility of the Parks and Recreation Director.

SECTION 5: DURATION OF AGREEMENT.

This Agreement shall be effective commencing April 1, 2008 and shall remain effective until December 31, 2012. It shall renew automatically thereafter until December 31, 2017 for sixty (60) months; PROVIDED, that any party herein shall have the right to terminate this Agreement at the end of any calendar year only, for any reason whatsoever, upon giving the other party a minimum of one hundred eighty (180) days written notice in advance of the date sought for such termination. Any notice required or permitted to be given under this Agreement shall be deemed sufficient if given in writing and sent by registered or certified mail to the official mailing address of the Clark County Administrator and the Vancouver City Manager.

SECTION 6. ADMINISTRATION.

Except as specifically provided in this Agreement, and without limiting the Parks Department's obligations set forth herein, the Parks Department shall be responsible for the administration of the Parks Department and parks facilities. These duties shall include the following:

- A. Provide assistance to the public during standard working hours, Monday through Friday, excluding legal holidays, as to information requests made by the public relating to parks and recreation, sports fields, trails, open space, conservation areas, and greenways.
- B. Provide staff support to the Parks and Recreation Advisory Commission.
- C. Assess current and future parks and recreation needs of the community and provide the assessment to the Board of County Commissioners.
- D. Subject to budget limitations, provide the services described in this Agreement to assist the County in implementing the provisions of the "Clark County Parks, Recreation, and Open Space Plan" including the "Clark County Trails and Bikeway System Plan," "Clark County Open Space Commission Final Report", "Clark County Urban Wildlife Habitat Plan", and the Clark County Regional Comprehensive Parks, Recreation and Open Space Plan.
- E. Update planning documents in compliance with the Growth Management Act and the requirements of State of Washington grant funding agencies.
- F. Assess the current and future park and recreation needs of the community.

- G. Provide services for the management of County owned parks to include consulting with Clark County Grounds Maintenance and Clark County Facilities to develop, review, and monitor the annual maintenance budget levels, actual expenditures, service standards and staffing.
- H. Provide park operation functions including, but not limited to, responding to public issues, complaints, and concerns as it relates to the public's use of a park property.
- I. In consultation with the County Director of General Services, negotiate and manage agricultural leases and leases of parks properties.
- J. Manage and supervise the Regional Capital Repair Program, park fee collection program, park use agreements, special use permits, reservations, park security program, AmeriCorps program, and volunteer coordination program.
- K. Participate in committees or groups of partners where the operation of a park property is impacted.

SECTION 7. PROPERTY ACQUISITION AND DEVELOPMENT.

- A. The Parks Department will facilitate the acquisition and, as set forth in sections 8 and 9, the development of park and open space sites and based upon the 2007 – 2012 Unincorporated Greater Clark Parks District Program Project Financial Analysis (“GCPD Project Funding Analysis”), the adopted standards identified in the Vancouver-Clark Parks and Recreation Department’s Comprehensive Parks and Recreation and Open Space Plan, the Regional Trails and Bikeways System Plan, the Conservation Areas Acquisition Plan, the Park Impact Fee Program in accordance with the Park Impact Fee Ordinance and any future adopted plans and programs.
- B. Acquisition and development of parks within the City and the Vancouver Urban Growth Area shall proceed based upon the GCPD Project Funding Analysis and the Park Impact Fee Program consisting of ten (10) Park Districts as approved and implemented by both the Vancouver City Council and the Board of County Commissioners. The Parks Department staff shall establish as a goal that urban residents receive parks according to the adopted standards consistent with the adopted Capital Facilities Plan.
- C. Unless otherwise agreed by the Parties in advance, title of park sites acquired in unincorporated areas shall be held by Clark County and title of park sites acquired within the City shall be held by the City.
- D. Acquisitions will be processed using the most cost effective means.

- E. By no later than June 15th of each year, the Parks Department shall develop and submit, to the County Public Works Director and the Board of County Commissioners for review, comment or alteration, a proposed list of acquisition projects for the following calendar year including an indication of the intended purpose of the project. By August 15th, the County Public Works Director and the Parks and Recreation Director agree to prepare a final list of projects to the Board of County Commissioners for approval. A fiscal analysis of impact of the acquisition on future tax revenue shall be included in the submission to the Board of County Commissioners. Individual acquisitions shall be coordinated with Clark County Public Works and approved by the Board of County Commissioners prior to purchase. Documentation shall be provided to ensure that the site being acquired meets development goals and is suitable for its intended use.

SECTION 8. CONCEPTUAL AND MASTER PLANNING OF CAPITAL PROJECTS

The Parks Department will provide conceptual and master planning for parks, trails, sports fields and open space. The conceptual and master planning will include involving the public who will be served by the project in decisions affecting design and use. To that end, public opinion will be sought and taken into consideration in the design of each capital construction project the department undertakes. Public input will be considered with adopted park design standards and other influences and a plan prepared for citizen review and comment. Once that process is completed, the plan will be presented to the Parks and Recreation Advisory Commission, in a public meeting and for their review, comment by the public, and acceptance. Once accepted, County projects will be referred on to the Board of County Commissioners with a recommendation for adoption.

The following describes the practice and sequencing to be used for producing conceptual and master plans.

Pre-Design:

This phase includes assigning the project team and defining roles; producing the scoping report, assembling the factual information relating to the site, and initiating public involvement.

Concept Development:

This phase includes identifying goals and objectives for the project and reconciling those with a potentially fiscally constrained budget; park design standards; identifying opportunities (including other funding sources) and potential site issues; developing and initial concept plan(s) for internal review; and developing a probable cost estimate consistent with budget constraints.

This work is to be followed by the first public meeting at which the concept plan, budget, site information, and site opportunities and constraints are presented. Following this meeting, the concept plan and budget are refined, based on any new information and the public comments received, and the revised concept plan is posted on the web site. If necessary, a second public meeting could be held.

The following describes the practice to be used for approving conceptual and master plans.

Neighborhood Parks:

Once the Concept Development Phase is complete, concept plans for Neighborhood Park projects shall be presented to the Parks and Recreation Commission, in a public meeting with a request for approval. Once approved, project sequencing shall proceed to the permitting and construction phases as described in the Construction Management section of this Agreement.

Community Parks:

Once the Concept Development Phase is complete, Master plans for Community Park projects shall be presented to the Board of County Commissioners for review and comment. Following presentation to the Board of County Commissioners, Master plans for Community Park projects shall be presented to the Parks and Recreation Commission, in a public meeting with a request the Commission approve the plan and forward it on to the Board of County Commissioners for adoption.

Regional Park, Sports field, and Trail Plans:

Once the concept development phase is complete, master plans for regional parks, sports fields and trails shall be presented to the Board of County Commissioners for review and comment. Following presentation to the Board of County Commissioners, Master plans for Community Park projects shall be presented to the Parks and Recreation Commission, in a public meeting, with a request the Commission approve the plan and forward it on to the Board of County Commissioners for adoption.

SECTION 9: PROJECT DESIGN, ENGINEERING, PERMITTING AND MANAGEMENT

The Parks Department shall provide conceptual design or master planning as provided herein, and landscape architecture design for the construction of the parks capital program. The County shall be responsible for project management, oversight of the park design, environmental permitting assistance, costs estimating, land surveying, engineering and management of the construction of parks within the unincorporated areas of the County. Based upon established need for landscape architecture services, the County will contact the Department's Capital Program Manager who shall assign a landscape architect to the project. Public outreach and information shall be provided in accordance with this Agreement.

By no later than June 15th of each year, the Parks Department, considering the GCPD Project Funding Analysis, shall develop and submit a proposed list of the following year's capital projects to the County Public Works Director and the Board of County Commissioners. By August 15th, the County Public Works Director and the Parks and Recreation Director agree present a final list of projects to the Board of County Commissioners for approval. This plan and corresponding budget may be amended upon the mutual agreement of the Parties subject to final

Board of Clark County Commissioner approval of the amended work plan and corresponding County budget.

SECTION 10. LEGACY LANDS.

As requested by the County through its Legacy Lands Program Manager, the Parks Department will provide services to the County's Legacy Lands Program Manager for the following purposes:

- A. Participate in development of a long-term financial strategy for the program;
- B. Participate in development of an annual grant strategy for the program;
- C. Sponsor certain grant applications, execute and implement grant agreements for successful applications sponsored by the Parks Department;
- D. Participate in screening parcels of land under consideration for addition to or expansion of the Legacy Lands system;
- E. Participate in the prioritization and sequencing process to develop master plans for components of the Legacy Lands system;
- F. Provide project management services and/or develop master plans for selected components of the Legacy Lands system;
- G. Provide project management services and/or develop habitat restoration and/or public access improvements for selected components of the Legacy Lands system;
- H. Participate in the process to develop stewardship, management, and monitoring protocols for the Legacy Lands system.
- I. Maintain and operate certain components of the Legacy Lands system.

SECTION 11. GRANT APPLICATIONS.

The Parks Department will provide services to apply for grants to fund projects and activities for the County. The Clark County Public Works Director will be informed of projects and activities staff propose to submit for grant funding and proposed local funding sources. The Parks Department will determine which projects have the greatest likelihood of being funded, grant applications will be prepared, and the requests will be presented to Grant Agency Technical Review Committee. A resolution shall be prepared and presented to the Board of County Commissioners for approval, identifying grant requests by project name, the amount and source of local funding, and amending the Capital Facilities Plans for grant qualification and scoring purposes.

The County will serve as the prime sponsors for grant applications for projects in its jurisdiction. In the event that it would be of mutual benefit for the County and the City to jointly apply for a grant, the provision of grant matching funds will be negotiated. A request to accept grants for successfully funded projects shall be presented to the Board of County Commissioners.

SECTION 12. PARKS COMMISSION AND PARKS FOUNDATION

The Vancouver-Clark Parks and Recreation Advisory Commission ("Commission") will continue in existence until the City and County agree to disband it. The Commission shall be composed of up to ten (10) voting members with five (5) members appointed by the Board of County Commissioners and five (5) by the Mayor and City Council. Members will be selected, whenever possible, to represent different geographic locations and various interest groups. Members shall serve a three (3) year term. Should current appointees seek another term to the Commission upon expiration of their current term, they shall be required to re-apply.

The Parks Foundation ("Foundation") is a 501(c) 3 non-profit organization founded to promote the parks and recreation program throughout Clark County. The Foundation's board of directors and staff strive to increase financial resources, volunteerism and advocacy dedicated to improving and enhancing urban parks, open spaces, conservation areas, trails, recreation programs and facilities and regional parks throughout Clark County.

To achieve this goal, the Foundation board and staff work closely with the Parks Department, as well as other County and City of Vancouver staff and staff members of the various cities in Clark County to identify priority projects which the Foundation may support.

The County, the City and all of the incorporated cities of Clark County do not have adequate resources to fully fund the many different programs, projects and properties within their ownership or proposed ownership. Although the Foundation is not a formal party to this agreement, it is seen by all Parties as a critical partner in furtherance of the goals of the park and recreation program throughout Clark County.

To further integrate the Foundation into the park and recreation policy, planning and advocacy role, the Foundation's Executive Director shall serve as an ad hoc, non-voting member of the Vancouver-Clark Parks and Recreation Advisory Commission.

The Commission shall also include one representative from each of the school districts wholly or partially within the City and an equal number of representatives from school districts from outside of the City. These shall be non-voting positions. Appointment to these positions shall be made by the Superintendent of each respective school district and subject to approval of the City Council for districts within the City and approval of the Board of County Commissioners for districts outside of the City. Terms of office and maximum duration for all school district representatives shall be the same as for City and County appointed members.

The Commission shall elect Co-chairpersons from the voting membership of each the City and County appointees. These elected positions shall hold office for one (1) year but no more than three (3) successive years.

The Commission shall hold regular, public meetings, but at least monthly for the purpose of conducting Commission business and these meetings shall be properly advertised. The Commission shall also meet once per year with the Mayor, City Council and the Board of

County Commissioners for the purpose of reviewing accomplishments and establishing goals. The Commission may meet, in workshop format, on an "as needed" basis with the Mayor and City Council and Board of County Commissioners on matters of public interest.

The Commission shall review all master plans for regional parks, conservation areas, community parks, sports fields, trails and facilities and direct these plans to the Board of County Commissioners with a recommendation for their action. The Commission shall have final authority to approve concept development plans for neighborhood parks within the boundaries of the Greater Clark Parks and Recreation District.

All other roles and responsibilities of the Commission shall be advisory to the Clark County Board of Commissioners, the Mayor and City Council. The Commission may establish sub-committees and include citizen involvement based on complexity and public interest in certain projects.

SECTION 13. PUBLIC INFORMATION AND OUTREACH

The Parties responsibilities for public outreach and information shall be as follows:

A. Planning, Design and Construction of New Park Facilities:

The County is responsible for all public information and outreach work for active park development projects in the unincorporated or MPD area. This includes development of public involvement or communications plans, preparing and printing newsletters and postcards, developing and maintaining project Web pages, coordinating and staffing public meetings, open houses and other special events, gathering and summarizing public comments, providing information to news media, giving public presentations, and responding to customer e-mails and phone calls.

The Parks Department is responsible for providing support to the County for all public information and outreach activities for active park development projects. This includes providing information, advice, and expertise related to park planning and design communication efforts, providing graphics and display materials as needed, staffing public meetings, open houses, public presentations and other special events, and occasionally providing information to media and the general public.

B. Maintenance, Operations and Improvement of Existing Park Facilities:

The County and the City are jointly responsible for coordinating and supporting public information and outreach activities related to maintenance, operations and improvement of existing county park facilities as needed. This includes public notification of initial development following acquisition (site cleanup, etc.), activities or situations that may require full or partial closure of a park or an area of a park, some minor improvement projects, and all capital park improvement projects. It also includes responding to customer e-mails and phone calls, both when received directly or when referred by other Clark County or Parks Department staff.

SECTION 14. ANNEXATION

A. PURPOSE AND INTENT

The County formed the MPD in February, 2005 to facilitate development of thirty five new parks, seven miles of walking trails and additional sports field capacity within the Vancouver urban unincorporated area, using identified existing and future revenue sources to fund the construction of parks, with the Board of Commissioners serving as the MPD Board.

It is the purpose of this section to document a general understanding and agreement by which the County, the City and the MPD will implement the MPD capital facilities and maintenance plan, and specifically how maintenance, ownership and funding will be addressed when areas of the MPD are annexed by the City.

It is the further intent of this section that the City, the County and the MPD work cooperatively to ensure that the citizens located within the MPD receive the parks, trails and sports fields that were promised when the MPD was approved by the voters in February 2005 and that such facilities be developed in accordance with the jointly adopted standards of the City and the County; the development standards amended by the Board of County Commissioners to include partial irrigation in neighborhood parks; and the adopted capital facilities plan as related to the acquisition and development of MPD facilities. Further, it is the intent that the parks, trails and sports fields located within the MPD receive a uniform level of maintenance, regardless of whether they are located in or outside the boundaries of the City.

B. DEFINITIONS

Greater Clark Parks District. ("MPD"). The MPD was created in February 2005 when voters in the Vancouver Urban Growth Area of Clark County passed Proposition 1. This property tax-based metropolitan parks district is intended to provide maintenance and operations funding for thirty new neighborhood parks, five new community parks, seven miles of new walking trails, and additional sports field capacity to meet the needs of the county's youth sports programs.

Park Impact Fees ("PIF's"). Park Impacts Fees are those fees authorized under Ch. 82.02 RCW and collected by the City and the County within the 10 Park Districts which have been established within the Vancouver Urban Growth Area. Park Impact Fees are assessed for each new residential living unit and are intended to pay for park acquisition and development as further described in the Park Impact Fee section of this Agreement.

Real Estate Excise Tax ("REET"). Real Estate Excise taxes based on the sale of real property are collected by the County and the City and are dedicated in part to fund parks and recreation services as follows: The County assesses a ¼ of 1% REET, which is collected throughout the unincorporated area of Clark County. REET revenues generated within the Vancouver Urban Growth Area are currently split evenly with half being

deposited into an economic development account and the remaining half being deposited into a Vancouver Urban Growth Area sub-account to be used solely for the planning, construction, reconstruction, repair, rehabilitation or improvement of urban parks. The Board of County Commissioners is considering a policy change which would dedicate 75% of the REET to Parks and 25% to economic development.

The City assesses a ¼ of 1% REET that is divided between Transportation and Parks.

C. TRANSFER AND DISPOSITION OF CAPITAL ASSETS

Transfer of real property upon annexation. Upon annexation of unincorporated areas by the City, parks properties which are designated as either neighborhood or community parks or urban open space, which are either developed or undeveloped, shall be transferred without compensation from the County to the City including any and all improvements on such properties subject to reversion to the County in the event that the property is no longer used for parks or open space.

If mutually agreed upon, the City and the County may transfer ownership of other types of parks, open space, plazas or recreation facilities, under terms and conditions negotiated between the Parties on a case by case basis.

D. REVENUE SHARING – PARKS CONSTRUCTION AND DEVELOPMENT WITHIN THE MPD

1. Development of MPD Parks. Regardless of the incorporated or unincorporated status of any area within the MPD, the County and the MPD shall retain the responsibility to fund and develop all the park sites, trails and sports fields identified in the MPD portion of the Capital Facilities Plan. The development standard for community parks shall be Level II, as adopted by both the City and County and further amended by the Board of County Commissioners to include partial irrigation in neighborhood parks. The MPD Board and the County shall retain public information and outreach responsibilities regarding any changes in the construction schedule and planning for such MPD projects.

2. Park Impact Fees and other revenues. Should the City annex one or more undeveloped MPD park properties, the County will continue to fund the development of MPD parks projects using such revenues as are necessary in order to comply with the jointly adopted park and open space development standards and the County adopted, MPD-related portion of the Capital Facilities Plan and Capital Budget.

3. Real Estate Excise Tax. Should the City annex one or more undeveloped MPD park properties, the Real Estate Excise Taxes collected by the County and designated for development of MPD park projects shall continue to be expended in accordance with the jointly adopted park and open space development standards and the County adopted, MPD-related portion of the Capital Facilities Plan and Capital Budget.

In order to assist the County in financing the development of all MPD parks as provided for in the MPD portion of the adopted Capital Facilities Plan, the City agrees that, effective February 5, 2005, for all areas the City annexes within the MPD the City will dedicate to the MPD park construction, the same percentage of REET as the County was collecting and dedicating to Park development from those areas prior to the annexation. Such dedicated funds shall be based on REET revenues actually collected on real estate sales within the annexed area. This commitment of funds is contingent on the following:

- a) The City REET funds transferred to the County are dedicated to the construction of parks in the MPD;
- b) The City's commitment shall be effective until satisfaction of the capital costs, including debt service, of the MPD development projects or December 31, 2017, whichever comes first. The commitment of REET funds may be extended based upon need and mutual agreement between the City and County. This commitment is regardless of the termination of this Agreement;
- c) The County shall be responsible for collecting the information related to the amount of the REET revenue owed by the City to the County providing detailed reports to the City and billing the City for the amount to be transferred on a quarterly basis. Upon receiving such reports and billing statements, the City agrees to transfer the applicable REET revenue on a quarterly basis; and
- d) In the event that the County adjusts the percentage of REET revenues going to MPD parks development during the term of this Agreement, the City's REET obligation under the terms of this section shall be adjusted by the same percentage. The limit of the City adjustment shall not exceed 75%.
- e) By March 31, 2009, the City and the County will have updated substantially similar Park Impact Fees to include an inflation index for at least for those PIF Districts including both incorporated and unincorporated territory. In the event that either the City or the County fails to enact the updated fee ordinance as required, the non-defaulting Jurisdiction may either (i) require the Jurisdiction failing to enact the updated fee ordinance to contribute any equivalent amount of public share funds to the impact fee program, or (ii) it may reduce its REET dedication by an equal amount. Under no circumstance, shall the City's public share exceed 75% as noted in Section 14.D.3.e

4. Capital Facilities Plan Changes. Any proposed changes in the MPD related portions of the adopted County Capital Facilities Plan or the Capital Budget and any changes in the timing of the MPD parks development shall be jointly agreed upon by City and County.

5. Alternative Option. If the County wishes to have the City assume responsibility for development of MPD park properties following annexation of a portion of the MPD containing such properties, the Parties agree to enter in a separate agreement. Said agreement shall address revenue transfers, development standards and any and all provisions necessary to develop said MPD park properties consistent with the jointly

agreed upon park development standards and the MPD portion of the Capital Facilities Plan.

E. PARKS MAINTENANCE

1. The MPD parks in unincorporated Clark County will be maintained by the County. At the time of annexation, the County and the City Public Works Directors shall determine the assignment of maintenance responsibility will be based on the following considerations:
 - a) The parks will be maintained by the agency which can provide the most effective service in terms of cost and quality.
 - b) Any assignment of maintenance responsibility from the County to the City should avoid the partial erosion of staff and equipment, and instead should transfer in whole units.
 - c) If an annexed park has been maintained under private contract, the City agrees to honor terms of the maintenance contract through the life of the contract period and may choose to continue the private maintenance of the park.
 - d) At such time as parks maintenance work is transferred to the City, as part of the budget process, the County shall provide to the City a description of the level of maintenance services provided to the MPD park sites.
 - e) The County will pay the City for maintenance services, based on the costs of maintaining similar MPD park sites. The City will bill the County monthly for the costs. The County agrees to pay the City monthly.
 - f) Any assignment of maintenance responsibilities between the parties which requires budget expenditures shall be anticipated and included as part of the normal development of the operating budget through either the City and or County's biannual or supplemental budget process.
 - g) Regardless of agency responsibility for maintaining the MPD park sites, all MPD properties shall be maintained at a uniform level.
2. If no agreement can be reached between the Directors of the County and the City Public Works Departments for parks maintenance services, the parks maintenance responsibility shall default to the County.
3. Regardless of agency responsibility for maintaining the MPD park sites, all MPD properties shall be maintained at a uniform level.
4. This section 14.E shall survive the termination of this Agreement until the earlier of the dissolution of the MPD or the end of the MPD tax levy.

SECTION 15: JOINT ADMINISTRATION OF PARK IMPACT FEES

A. Purpose. The purpose of this section is to continue the coordinated and integrated joint City/County program of impact fees for parks and open spaces. The following principles underlie the design of the joint program:

1. The boundaries of PIF Districts should be based upon relevant geographic, land use, and service considerations which establish a nexus between impacts of new development and the park or open space to be funded. Such boundaries should be established irrespective of current City limits or planned annexations.
2. The administration of an impact fee program should be seamless and consistent regardless of whether the affected property or public facility is incorporated or unincorporated.

B. Definitions. Unless a different meaning is plainly required by the context, words and phrases used in this agreement shall have the meanings attributed to them in RCW 82.02.090 or in this section.

1. "Capital Facilities Plan" means a capital facilities plan for neighborhood and community parks and/or urban open space adopted by the City or County pursuant to the GMA which meets the requirements of RCW 82.02.050(4).
2. "City" means the City of Vancouver.
3. "County" means Clark County, State of Washington.
4. "Director" means:
 - a. In the case of the County, the County Finance Director.
 - b. In the case of the City, the City Finance Director.
5. "Donation" means any donation of land dedicated for use as an Urban Park, or any donated park improvements included within the adopted standard of Level II Park improvements, as noted below, but excludes any donation for which a PIF credit is issued.

Community Park Level II Improvements include: Grading and seeding; fencing; street frontage improvements; play equipment; sports fields; irrigation; ADA access; picnic area and shelter; parking facilities; restrooms; trails; and caretakers residence.

Neighborhood Park Level II Improvements include: grading and seeding; fencing; street frontage improvements; play equipment; backstop; limited irrigation; and ADA access.
6. "GMA" means the Growth Management Act, Chapter 36.70A RCW and RCW 82.02.050-090.
7. "Grant" means any grant dedicated to the acquisition of land for an Urban Park or Urban Park development, but shall exclude Community Development Block Grants.
8. "Jurisdiction" means either the City or the County.
9. "PIF" means those fees collected by either the County or the City pursuant to RCW 82.02 for urban park acquisition and development.

10. PIF "proportionality" means the legal obligation to spend public funding for parks proportionately with the expenditure of Park Impact Fees within each of 10 PIF Districts.
11. "PIF District" means a geographic area designated in a Capital Facilities Plan in which a defined set of system improvements provides service to a development within the area.
12. "Urban Growth Area" means the Vancouver urban growth area designated by the County pursuant to the GMA.
13. "Urban Park" means neighborhood or community park or urban open space.

C. PIF Districts. Attached hereto as Exhibit "A" is a map depicting the agreed upon and duly enacted PIF Districts within the Vancouver Urban Growth Area.

1. Modification criteria. Additional or revised PIF Districts may be designated through amendment of the applicable capital facilities plan(s) upon consideration of relevant geographic, land use, and service factors which shall not include the present or planned location of City boundaries. The primary consideration in determining the size and boundaries of PIF Districts shall be a nexus between impacts from anticipated new development within the PIF District and the public facilities planned to serve such an area.
2. Joint action required – exceptions. No modification which affects a PIF District containing both incorporated and unincorporated areas shall be effective unless adopted by both the City and County: PROVIDED, that this limitation shall not apply to the adjustment in the boundaries of a PIF District adopted by the county to reflect an alteration of the Urban Growth Area boundary or by annexation by another city.

D. Impact fee ordinance. The City and County have each enacted substantially similar impact fee ordinances meeting the requirements of the GMA. The Parties will update their park impact fee ordinances by March 31, 2009 to be substantially similar for at least for those PIF Districts including both incorporated and unincorporated territory including by providing for an inflation index.

1. In the event either the City or the County fail to enact the updated fee ordinance as required, the nondefaulting Jurisdiction may either (i) require the Jurisdiction failing to enact the updated fee ordinance to contribute an equivalent amount of public share funds to the impact fee program or (ii) it may reduce its public share dedication by an equal amount.
2. The Jurisdictions may mutually agree not to adjust impact fees but only if they also mutually agree to either recognize the new standard(s) that results from not making the recommended fee adjustment(s), or if both mutually agree to contribute an equivalent amount of public share funds to the impact fee program to achieve the identified standard.

- E. Capital Facilities Plans. The City and County have each adopted as part of their respective comprehensive land use plans consistent and integrated parks element of the Capital Facilities Plans which meet the requirements of the GMA for impact fees.
1. Revision – Coordination. The City and County shall annually consider revisions to their respective park elements of their Capital Facilities Plans in accordance with state mandated and locally adopted procedures for amendments to a comprehensive plan.
 2. When joint action required. No revision to a parks element of a Capital Facilities Plan of one Jurisdiction which could affect impact fees applicable to a development occurring in the other Jurisdiction if such revision were adopted by it shall become effective unless and until a substantially similar revision is adopted by the other Jurisdiction. It is the intent of this section to require joint adoption of revisions which change the impact fee (or the projects, level of service, or other facts upon which the fee is based) for a PIF District containing both incorporated and unincorporated areas.
- F. Project implementation. Urban Park projects shall be prioritized and undertaken in accordance with this Agreement. For parks and open space projects within a PIF District which contains both incorporated and unincorporated areas, equal consideration shall be given to the acquisition and development of projects so that deficiencies in the provision of parks is addressed regardless of the incorporated or unincorporated status of the area.
- G. Administration.
1. Impact fee fund. The City shall establish and maintain special purpose, non-lapse impact fee funds which are segregated by PIF District. All interest shall be retained in the funds. Account deposits and interest thereon shall be expended for the purpose or purposes for which the impact fees were imposed.
 2. Collections. The City and County shall each collect impact fees in accordance with their impact fee ordinances and Capital Facilities Plans. The City shall deposit impact fees received directly to the applicable funds. The County shall deposit impact fees received with the County Treasurer to be distributed to the City on a monthly basis, which distribution shall be accompanied by an itemized list detailing: (1) the amount of fee distribution by PIF District and (2) the amount of interest distribution by district. A copy of the itemized list will be simultaneously transmitted to the City Director with and a similarly detailed list of any impact fee credits or exemptions recognized by the County for the reported period. This list may be electronically transmitted to the City by County departments other than the Treasurer.
 3. Credits. The City Director shall maintain ledgers of impact fee credit accruals and shall maintain appropriate systems to accurately track the transfer and application of impact fee credits. In order to apply credits against impact fees, a builder/developer shall obtain a credit voucher from the City Director. The County shall honor all impact fee credits issued by the City Director during the life of this agreement regardless of when presented to the County.
 4. Exempt developments. The City Director shall maintain an accounting of the unpaid impact fees applicable to exempt development by PIF District ~~Service Area~~, which unpaid impact fees shall be added to the public share of impact fee projects

undertaken within six years of the date an exempt development otherwise would have paid the fee. The additional public share shall be allocated as provided for in section 15.H of this Agreement.

5. Fund distribution. The City shall expend all funds in accordance with the GCPD Project Funding Analysis and the Capital Facilities Plan(s) and this Agreement. Subject to section 15.F PIF Districts that contain both incorporated and unincorporated areas, the City may spend PIF funds in either the unincorporated or incorporated areas, regardless of which area the fees were initially collected.
6. Reports.
 - 6.1 Monthly. The City Director shall provide a monthly report to the County on the status of each PIF District and fund specifying current balances, accrued interest, deposits, withdrawals, grants and donations received outstanding credit accruals, applications and balances, and impact fee exemptions. For PIF Districts which contain both incorporated and unincorporated territory, the report shall separately indicate the required information by incorporated and unincorporated.
 - 6.2 Annual. The City Director shall provide an annual calendar-year report to the County in February of the following year which shall:
 - 6.2.1 Provide an annual summary of the information detailed in Section 15.G.6.1; and
 - 6.2.2 Summarize the relative age of unexpended impact fees in each account; and
 - 6.2.3 Provide the County with a report showing the amount of public share funds expended within each PIF District and showing the proportionality as compared to the private share acres acquired.
 - 6.3 Discrepancies. The City shall be responsible for administering the PIF program in accordance with all applicable laws and procedures and is ultimately responsible for any discrepancies in the PIF fund accounts. To the extent that the County identifies account discrepancies in a report, the County shall have responsibility for informing the City of such discrepancies.
7. Inspection. Upon the County's request, the City shall promptly provide or make available for inspection any and all records and data that are in its possession relating to the joint administration of park impact fees.
- H. Public Share. The City shall be responsible for calculating the Parties public share obligation and shall expend PIF's and public share funds in a manner which ensures that the proportionality for each PIF District is maintained.
 1. Exempt developments. A development may be partially or wholly exempt from impact fees under the City or County impact fee ordinance. City and County Planning Departments shall have responsibility to inform the City Director of such exemptions as they occur, and the Jurisdiction granting such exemption shall have responsibility for contributing the public share equivalent amount.
 2. County Payments.

- 2.1 The County transferred \$2.8 million to the City for the purpose of meeting the County's accumulative public share obligation as existing on January 1, 1997.
- 2.2 The County's obligation to contribute for future public share obligation for all PIF Districts, as existing on January 1, 1997, shall be limited to those set forth in Sections 15.H and 15.D of this Agreement. Beginning January 1, 1997, the County shall transfer to the City an amount of public share money equal to the sum of the following:
- a. PIFs exempted by the County;
 - b. An amount equal to the adjustment for the anticipated additional tax revenues (as defined in the County PIF ordinance) for developments exempted by the County; and;
 - c. A contribution of public share for UGA expansion; provided the County may satisfy this obligation through payment to the City or through County expenditure for park acquisition or development as PIF revenues are expended.
3. Grants and donations received by the County or City which are given to reimburse the County or City for expenditures made by the County or City shall be retained by the respective jurisdiction to be used for any parks purposes.
4. The City acknowledges that currently unincorporated areas may be annexed or incorporated at some future date, and that the actual level of Urban Park acquisition at the time of such action may be less than the standard established by the county's PIF ordinance. The City will be responsible for the public share obligation of areas annexed by it.
5. The County acknowledges that as the urban growth area ("UGA") is expanded, there may, depending upon population and existing park facilities, be an additional public share responsibility for both park land acquisition and park development for the area brought within the UGA. The County will be responsible for the public share resulting from expanding the UGA.
6. The Parties may fund their obligation to make public share payments from a number of sources. In the event that the County transfers funds to the City over and above the amounts called for in this Agreement, to be used for specific urban park projects, the City agrees to accept such funds and to reimburse the County an equivalent amount from the appropriate revenue sources addressed in this Agreement.
- I. Refunds. Impact fees shall be expended or encumbered for a permissible use within six (6) years of receipt unless such period is extended pursuant to RCW 82.02.070.
- J. Assignment. Should a new city be incorporated within a previously unincorporated area of a PIF District, the County may, with the City's consent, assign any rights and obligations it may have under this agreement to the new city, provided the new city adopts, within six months of incorporating, a PIF ordinance with provisions substantially

similar to those of the City and County PIF ordinances, and assumes all of the responsibilities thereof. Irrespective of such assignment, the County shall remain obligated to the City in the event that the newly incorporated city fails to perform the duties assigned to it. If the City fails to consent to the assignment, the City shall refund to the County the unexpended PIF's and public share funds for the newly incorporated area in accordance with the principle established in Section 15.K of this agreement.

K. Termination of the Joint PIF Program. The Joint PIF Program may terminate as follows:

1. Upon the giving of six months' written notice to the other jurisdiction.
2. If either jurisdiction determines that there has been a violation of Sections 15.D, 15.F, 15.G, 15.H, 15.I, or 19 of this agreement, prompt written notice of the violation shall be given to the other jurisdiction. The joint program will automatically terminate one-hundred eighty (180) days subsequent to the date of the giving of such notice of violation; PROVIDED, termination shall not occur in the event that the offending Jurisdiction remedies the violation within the 180-day period.
3. Upon termination of this agreement, the County shall, assume full responsibility for the expenditure and refund of PIF's from the unincorporated areas and the following shall take place:

3.1 Refund of PIF's. The City shall return to the County an amount of funds transferred by the County to the City pursuant to Sections 15.D, 15.g or 15.H (hereinafter referred to as the "PIF funds") equal to the total amount arrived at for all PIF Districts calculated as follows:

$A \text{ minus } B \text{ minus } C = \text{refund for PIF District}$

Where:

A = the total amount of PIF funds transferred by the County to the City for the PIF District together with earnings thereon computed at the rate earned by the County Treasurer's investment pool per year based on year-end balances;

B = the amount of PIF funds transferred by the County to the City for the PIF District and spend on urban park projects within that portion of the PIF District that remains unincorporated as of the date of the termination of the agreement; and

C = any amounts spent on urban park projects in that portion of the PIF District that became a part of the City after 12/1/96 regardless of the source of the funds; provided, that any funds that were transferred by the County to the City pursuant to Section 15.H shall not be included in "C", but, rather, shall be dealt with as provided by Section 15.K.3.2.

3.2 Refund of Public Share Funds. The City shall return to the County an amount of the funds transferred by the County to the City pursuant to Section ~~8.2 or 8.3~~ 15.H (hereinafter referred to as the "public share funds"), calculated as follows:

$(A \text{ multiplied by } B) \text{ minus } C = \text{refund for PIF District}$

Where:

A = the total amount of public share funds transferred by the County to the City together with earnings thereon computed at the rate earned by the County Treasurer's investment pool per year based on year-end balances;
B = the PIF District's need for urban park projects as of 12/31/96, expressed as a percentage of the combined need for urban park projects in PIF Districts 5, 7 and 9 as of 12/31/96; and
C = the amount of public share funds spent in portions of the PIF District that were unincorporated when spent; provided, that for PIF District 5 only, a percentage amount of expenditures within the area annexing as of January 1, 1997, shall be exempt from the refund, the percentage amount is addressed in the Memorandum of Understanding attached as Exhibit "B".

- 3.3 Notwithstanding the County's assumption of responsibility for the unincorporated areas, the hold harmless and indemnification provisions set forth in Section ~~12~~ 19 of this agreement shall remain in effect subsequent to the termination of the Joint PIF Program for whatever period of time the County may be liable for the City's performance of this agreement.

SECTION 16. BUDGET DEVELOPMENT

The City and the County shall determine the costs for providing services and submitting a budget pursuant to this Agreement as follows:

- A. **DEFINITIONS.** For the purposes of this section the following terms shall have the meaning indicated.

Jurisdiction. Either the City or the County.

Cost centers. The sum total of all direct costs, departmental overhead costs and organizational indirect costs required to provide a specific service.

Allocation. That portion of the Contractor's cost center that is directly attributable to the provision of services.

Direct costs. Those costs that can be identified specifically with a particular final cost objective.

B. COST OF SERVICES

In calculating the cost of services, the following shall apply.

1. Cost center calculation. Costs for services shall be calculated using the City's current year adopted budget; e.g. 2008 service costs to the County will be based on the City's 2008 adopted budget. The cost center shall be the sum total of all direct costs, departmental overhead costs and interdepartmental indirect costs.
2. Direct cost calculation. Direct costs shall include all personnel salaries, benefits, supplies and services of those programs which are directly involved in the provision of services.
3. Capital costs. Capital budget appropriations for equipment that costs \$5,000 or less shall be included in the current year cost center, PROVIDED, that if the City's current

capital policy is for an amount higher than \$5,000 the higher amount shall be the applicable policy. Equipment that costs \$5,000 (or the City's applicable policy amount) or more shall be depreciated over the service life of said equipment and only the current year depreciation shall be included in the cost center.

4. Equipment Rental and Replacement costs; related to providing parks operations and maintenance shall be included in the City's cost center at full value.
5. Departmental overhead costs. Department overhead shall include all administrative and support costs related to service operations and shall be proportionate to the direct cost of services. Capital contract services shall be excluded from overhead charges.
6. Interdepartmental indirect costs. Each Biennium, County staff will review the City's indirect cost plan and City staff will review the County's indirect cost plan. The Parties agree that the City may use its plan when costing City services and the County may use its plan when costing County services. Should either party significantly change their plan, the other party must review and approve of the changes before the altered plan can be used under the terms of this agreement.
7. Self Insurance. The City or the County may recover the annual costs of their self insurance program by either including the program as an element of their indirect cost plans or by charging programs directly. The program shall be subject to actuarial review at least every five years and the annual internal charge shall represent an amount which maintains the program.
8. Interest costs. Cost centers shall include inter-fund loans and interest expense resulting from timing involved in inter-agency billings.

C. BUDGET DEVELOPMENT, SUBMISSION, AND PAYMENTS:

1. The City, no later than July 15th of each year in which the biennial budget is being prepared, shall develop and submit a proposed work plan for the provision of services described herein together with a proposed budget setting forth all revenues and expenditures for operation at a program level for the budget biennium. City and County staff agree to finalize a proposed budget submission by August 15th. However, the work plan and corresponding budget may be amended, upon mutual agreement of the Parties, subject to final Board of Clark County Commissioner approval of the amended work plan and corresponding County budget.
2. Payment for services: The City will bill the County on a monthly basis. Payment shall be for actual expenses incurred and applicable overhead. The invoices will include documentation for services rendered. Actual to budget Capital invoices will describe actual work performed by individual park site.
3. Reconciliation of adopted budget with thirteenth month budget. There shall be a year-end reconciliation of the City's original adopted budget with City's budget as it exists following mid-year supplemental appropriations or other budget adjustments.
4. Coordination of supplemental appropriations. The City and County will work together to closely coordinate any additional requests for work or supplemental appropriations. If the County or City wishes to question the validity of all or of some part of a supplemental appropriation, the Vancouver-Clark Parks and Recreation Director and the

County Public Works director shall attempt to resolve the matter. If the County Public Works director and the Parks and Recreation Director are unable to resolve the matter, the provisions for dispute resolution set forth in Section 4.1.2 of this agreement shall apply.

D. CHANGE IN SCOPE OF SERVICES.

1. Mid-year adjustments to service delivery. No claims may be made by the City that the scope of the City's services have been changed, requiring changes to the amount of compensation to the City or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract signed by the County and the City.
2. Additional compensation. If the City believes that any particular work is not within the scope of the contract, is a material change, or will otherwise require more compensation to the City, the City must immediately notify the County Public Works Director in writing of this belief. If the County Public Works Director believes that the particular work is within the scope of the contract as written, the Parties will resolve their dispute in accordance with Section 18.

SECTION 17. PERFORMANCE MEASURES AND REPORTING

The City shall provide quarterly and annual reports that shall include objective and quantifiable performance measures such as:

- Percent of planned urban park properties actually acquired:

Purpose: Measure percentage of urban park properties acquired on schedule.

Total number of urban properties actually acquired
Total number of urban properties planned to be acquired

- Percent of planned Regional acquisitions actually acquired:

Purpose: Measure percentage of regional park properties acquired on schedule

Total number of regional properties actually acquired
Total number of regional properties planned to be acquired

- Percent of grant requests actually funded:

Purpose: Measure percentage of successful grant requests.

Total number of grants offered
Total number of grant requests submitted

- Percent of citizen satisfaction with Special Use Permit process:

Purpose: Measure the percent of satisfied citizens who applied for Special Use Permits

Total number of citizens rating the system "acceptable" or better
Total number who applied for Special Use Permits and responded to inquiry

- Percent of savings realized through Agricultural leases

Purpose: Measure the percentage of general fund savings realized through ag leasing park and open space properties

Average maintenance cost/acre x total acres under agricultural lease agreements
Average maintenance cost/acre x total potential agricultural acres in Parks ownership

- Percent of savings realized by using AmeriCorps Program to restore conservation lands

Purpose: Measure the cost efficiency of utilizing the AmeriCorps Program and volunteers to restore, maintain, and monitor conservation lands.

Total cost of AmeriCorps program plus value of volunteer contribution
Derived cost to perform same or similar services with contracted labor

- Planning performance

Purpose: Measure satisfaction of the requirement to update the Comprehensive Plan on a 6 year cycle.

Comp Plan updated on time: ___ Yes ___ No

Purpose: Measure the optional goal of updating the Capital Facilities Plan on an annual basis.

CFP updated annually and within time limits of annual update: ___ Yes ___ No

- Partnership performance:

Purpose: Measure the financial savings resulting from community partnerships

Annual savings resulting from partnerships: \$ _____

- Operating budget performance:

Purpose: Measure actual expenditures of annual operating budget against appropriation.

Actual annual expenditure of operating budget
Annual operating budget appropriation

- Parks and Recreation Advisory Commission support

Purpose: Measure department's performance in supporting the Parks and Recreation Advisory Commission.

Schedule and support 10 monthly meetings over the course of each calendar year:
 Yes No

Schedule and support one annual meeting between the Parks and Recreation Advisory Commission and the Board of County Commissioners
 Yes No

- Percent of public involvement

Purpose: Measure the percentage of times the department involves the public on matters of policy change, new programs of public interest, and park project processes.

Number of issues and new programs on which public opinion was solicited
Total number of policy changes, new program roll-outs and matters of significant public interest

- Development of projects

MPD development projects completed by County Public Works Department
MPD development projects proposed by County Public Works Department

SECTION 18. DISPUTE RESOLUTION.

In the event of a dispute between the City and County regarding the delivery of services under this Agreement, the City Manager and the County Administrator or their designated representatives shall review such dispute and options for resolution. Any dispute not resolved by the representatives shall be referred to the City Manager and the County Administrator. For the purposes of this section, any actions or decisions made by the County Administrator shall be subject to ratification by the Clark County Board of Commissioners.

If any controversy or claim arising out of or relating to this Agreement or the alleged breach of such Agreement that cannot be resolved by the City Manager and County Administrator, the dispute may be submitted to mediation and if still not resolved, shall be

submitted to binding arbitration in accordance with the rules and procedures set forth in Chapter 7.04 RCW, and the judgment or award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

SECTION 19. HOLD HARMLESS AND INDEMNIFICATION.

The City agrees to indemnify, defend, save and hold harmless the County, its officials, employees, volunteers and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, or whatsoever kind or nature, arising out of, or in connection with, or incident to, the performance by the City of this Agreement.

Without limiting the generality of the foregoing, the City further expressly agrees to indemnify, defend, save and hold harmless the County, its officials, employees, volunteers, and agents, from and against any and all liability, claims including property damage and personal injury, demands, losses, damage, costs, causes of action, suits or judgments, including attorney fees, costs or expenses incurred in connection therewith, for claims related to refunds of impact fees or the contribution of public share and for deaths or injuries to person arising out of, in connection with, or incident to the performance of this Agreement, by the City, its officials, employees, or agents. Notwithstanding the foregoing, the City shall not be responsible for holding the County harmless from claims resulting from the County's failure to make future public share contributions as required by section 15.H of this Agreement or the failure of the County to timely collect and remit parks impact fees to the City.

In the event that any suit based on such a claim, demand, loss, damage, cost, or cause of action is brought against the County, the County retains the right to participate in said suit if any principal of public law is involved.

This indemnity and hold harmless shall include any claim made against the County by an employee of the City or subcontractor or agent of the City, even if the City is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW.

If a particular work plan, service level, or service delivery method requested by the County creates additional liability beyond the types of liability the City assumed through its parks and recreation programs prior to consolidation, the City shall determine the value of such exposure within its self insurance program and additional assumption of liability. Such amount shall be included in the indirect costs used to calculate the "fees" paid by the County to the City for administering the Department. The City shall notify the County of proposed additional fees and the County shall have the option of withdrawing or modifying said proposal.

The City's indemnification and hold harmless obligations specific to the administration of PIF's stated in section 15 shall control over this section with respect to claims related to the City's obligations set forth in section 15.

The County agrees to indemnify, defend, save and hold harmless the City, its officials, employees, volunteers and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, or whatsoever kind or nature, arising out of, or in connection with, or incident to, the performance by the County of this Agreement.

Without limiting the generality of the foregoing, the County further expressly agrees to indemnify, defend, save and hold harmless the City, its officials, employees, volunteers, and agents, from and against any and all liability, claims including property damage and personal injury, demands, losses, damage, costs, causes of action, suits or judgments, including attorney fees, costs or expenses incurred in connection therewith, for deaths or injuries to person arising out of, in connection with, or incident to the performance of this Agreement, by the County, its officials, employees, or agents.

In the event that any suit based on such a claim, demand, loss, damage, cost, or cause of action is brought against the City, the City retains the right to participate in said suit if any principal of public law is involved.

This indemnity and hold harmless shall include any claim made against the City by an employee of the County or subcontractor or agent of the County, even if the County is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW.

In the event of litigation between the Parties to enforce rights under this section, reasonable attorney's fees and costs shall be allowed to the prevailing party.

SECTION 20. NO THIRD PARTY BENEFICIARY.

The City does not intend by this Agreement to assume any contractual obligations to anyone other than the County. The County does not intend by the Agreement to assume any contractual obligations to anyone other than the City. The City and County do not intend there be any third-party beneficiary to this Agreement.

SECTION 21. DISPOSITION OF CAPITAL UPON TERMINATION OF AGREEMENT.

In the event of a termination of this Agreement, any equipment or personal property used to effectuate this Agreement shall become the sole property of the party originally providing the equipment or personal property, unless it has been disposed of or is otherwise no longer available. The City shall become the sole owner of any equipment, personal property or improvements purchased or obtained to operate the Department from the effective date of this Agreement.

SECTION 22. AMENDMENT.

The provisions of this Agreement may be amended with 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.

BOARD OF COUNTY COMMISSIONERS
FOR CLARK COUNTY, WASHINGTON,

[Signature] SIGNATURE ON FILE _____, Chair
Betty Sue Morris, Chair

Greater Clark Parks District

[Signature] SIGNATURE ON FILE _____, Chair

Attest:

[Signature] SIGNATURE ON FILE _____
Louise Richards, Clerk to the Board

Approved as to form only:

[Signature] SIGNATURE ON FILE _____
Arthur D. Curtis, Prosecuting Attorney

CITY OF VANCOUVER, a municipal corporation

[Signature] SIGNATURE ON FILE _____
Pat McDonnell, City Manager

Attest:

[Signature] SIGNATURE ON FILE _____
R. Lloyd Tyler, City Clerk
By: Carrie Lewellen, Deputy City Clerk

Approved as to form:

[Signature] SIGNATURE ON FILE _____
Ted. H. Gathe, City Attorney

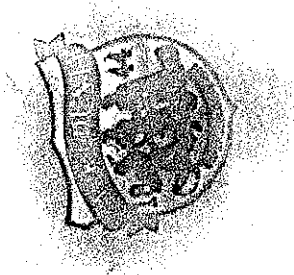
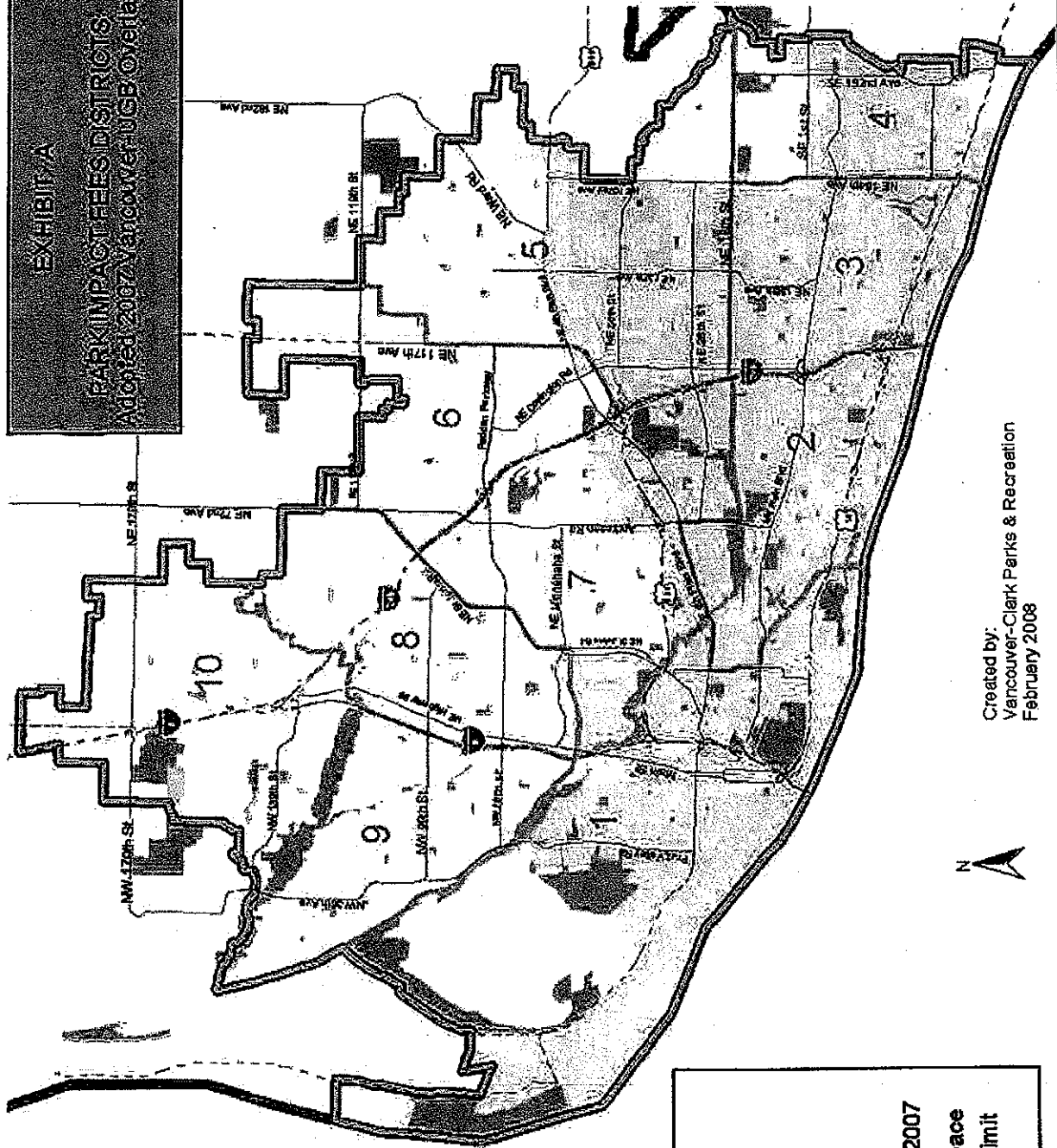


EXHIBIT A
PARKINPACTFEESDISTRICTS
Adopted 2007 Vancouver UGA Overlay



LEGEND

- State Highway
- Major Roads
- Park District
- Vancouver UGA 2007
- Parks & Open Space
- Vancouver City Limit

Created by:
Vancouver-Clark Parks & Recreation
February 2008

EXHIBIT B

MEMORANDUM OF UNDERSTANDING JOINT ADMINISTRATION OF PARK IMPACT FEES Section 13.3.2

Purpose: Pursuant to Exhibit 3 - Joint Administration of Park Impact Fees, Section 13.3.2, the City shall return to the County an amount of the funds transferred by the County to the City pursuant to sections 8.2.2 and 8.3 (\$2.8 million and \$1.4 million respectively), calculated based on a formula upon termination of joint administration. The formula requires the definition of:

1. The service area's need for urban park projects as of 12/31/96, expressed as a percentage of the combined need for urban park projects in service areas 5, 7, and 9 as of 12/31/96 (item "B").
2. The amount of public share funds spent in portions of the service area that were unincorporated when spent; provided, that for service area 5 only, a percentage amount of expenditures within the area annexing as of January 1, 1997, shall be exempt from the refund, percentage amount to be mutually determined by the County and City Finance Directors not later than April 1, 1997 (item "C").

Furthermore, section 13.3.2 applies a formula to determine appropriate refunds of public share money back to the County. This formula is (A multiplied by B) minus C = refund for the service area. "A" equals the public share funds transferred by the County to the City.

The purpose of this memorandum of understanding is to document and agree on the (1) "percentage of the combined need for urban park projects in service areas 5, 7, and 9 as of 12/31/96"; (2) for service area 5 the percentage amount of expenditures within the area annexing that shall be exempt; and (3) the methodology for applying any refunds were necessary.

Toward this goal, the following principles are agreed:

- The percentage of the *combined need* for urban park projects in service area 5, 7, and 9 shall be 62.71%, 27.69% and 9.60%, respectively (Attachment A).
- The percentage amount of *expenditures within service area 5 only* annexing as of January 1, 1997 shall be 39%. The remaining unincorporated area shall be 61%. The City shall receive full credit as long as the City spends at least 61% of the public funds transferred in the remaining unincorporated service area 5 (Attachment B).

Illustration: The affects of this memorandum of understanding is reflected by the following examples and it is mutually agreed that these examples shall serve as the basis upon termination of the joint administration of park impact fees. For purposes of this understanding, the following examples apply equally to the \$2.8 million and the \$1.4 million. The examples below assume that the full \$2.8 million was transferred to the City by the year 2002.

Example One

Assumptions:

1) \$2.8 million spent as follows:

Service Area 5 - \$1,755,880 (62.71%)
 Service Area 7 - \$ 775,320 (27.69%)
 Service Area 9 - \$ 268,800 (9.60%)

2) Service area 5 expenditures were:

Unincorporated - \$1,071,086
 Newly Annexed - \$ 684,794

Applying the formula (A multiplied by B) minus C, the results would be:

Test One			
Area	5	7	9
A	\$2.8 million	\$2.8 million	\$2.8 million
B	x 62.71%	x 27.69%	x 9.60%
	\$1,755,880	\$775,320	\$268,800
C	\$1,755,880	\$775,320	\$268,800
Refund	See Test Two	\$0	\$0

Test Two		
Area 5	Unincorp.	Newly Annex
A	\$1,755,880	\$1,755,880
B	x 61%	x 39%
	\$1,071,086	\$684,794
C	\$1,071,086	\$684,794
Refund	\$0	\$0

Under this example, the County would not be entitled to a refund since the expenditures correspond with the agreed upon ratios for the combined need as well as the amounts within service area 5 annexing as of January 1, 1997.

Example Two

Assumption:

1) All \$2.8 million spent in service area 9.

Applying the formula (A multiplied by B) minus C, the results would be:

Test One			
Area	5	7	9
A	\$2.8 million	\$2.8 million	\$2.8 million
B	x 62.71%	x 27.69%	x 9.60%
	\$1,755,880	\$775,320	\$268,800
C	\$0	\$0	\$2,800,000
Refund	See Test Two	\$775,320	\$0

Test Two		
Area 5	Unincorp.	Newly Annex
A	\$1,755,880	\$1,755,880
B	x 61%	x 39%
	\$1,071,086	\$684,794
C	\$0	\$0
Refund	\$1,071,086	\$0

Since the public share money were not spent in relation to the combined need and the amounts within service area 5 annexing as of January 1, 1997, the County would be entitled to a total refund of \$1,846,406 to be allocated back to service areas 7 and 5 at the ratio adopted for these areas. Therefore,

Memorandum of Understanding

2

Joint Administration of Park Impact Fees

service area 7 would receive \$775,320 (27.69%) and service area 5 (remaining unincorporated) \$1,071,086 (61%)

Example Three

Assumptions:

1) \$2.8 million spent as follows:

Service Area 5 - \$1,755,880 (62.71%)
 Service Area 7 - \$ 775,320 (27.69%)
 Service Area 9 - \$ 268,800 (9.60%)

2) Service area 5 expenditures were:

Unincorporated - \$ 255,880 (14.58%)
 Newly Annexed - \$1,500,000 (85.43%)

Applying the formula (A multiplied by B) minus C, the results would be:

Test One				Test Two		
Area	5	7	9	Area 5	Unincorp.	Newly Annex
A	\$2.8 million	\$2.8 million	\$2.8 million	A	\$1,755,880	\$1,755,880
B	x 62.71%	x 27.69%	x 9.60%	B	x 61%	x 39%
	\$1,755,880	\$775,320	\$268,800		\$1,071,086	\$684,794
C	\$1,755,880	\$775,320	\$268,800	C	\$255,880	\$1,500,000
Refund	See Test Two	\$0	\$0	Refund	\$815,206	\$0

Under this example, the County would not be entitled to a refund based on the *combined need*. However, using the second test (amounts within service area 5 annexing as of January 1, 1997) the County would be entitled to a refund of \$815,206.

Should the joint administration of the park impact fee program be dissolved in less than five years and, therefore, less than the full public share is transferred to the City, in the above examples, A would become this amount. For example, assume \$1 million had been transferred. Then \$1 million would replace the \$2.8 million in the above examples.

FOR THE COUNTY:

SIGNATURE ON FILE

John Ingram
 Finance Director

FOR THE CITY OF VANCOUVER

SIGNATURE ON FILE

Kent Shorthill
 Finance Director

Memorandum of Understanding

3

Joint Administration of Park Impact Fees

ATTACHMENT A
Contract Section 13.3.2 (subsection B)

	<u>Public</u>	<u>Private</u>	<u>School</u>	<u>Actual Acres</u>	<u>Pop.</u>	<u>Standard</u>	<u>Demand Acres</u>	<u>Unmet Need</u>
<u>DISTRICT 6</u>								
NH/Comm	33.76	28.56	30.80	93.12	33,887	0.005	169.44	(76.32)
UOS	<u>18.48</u>	<u>1.55</u>	<u>0.00</u>	<u>20.03</u>	33,887	0.001	<u>33.89</u>	<u>(13.86)</u>
Total	<u>52.24</u>	<u>30.11</u>	<u>30.80</u>	<u>113.15</u>			<u>203.32</u>	<u>(90.17)</u>
Percent of Total Unmet Need								62.71%
<u>DISTRICT 7</u>								
NH/Comm	16.48	0.00	10.00	26.48	11,599	0.005	58.00	(31.52)
UOS	<u>3.30</u>	<u>0.00</u>	<u>0.00</u>	<u>3.30</u>	11,599	0.001	<u>11.60</u>	<u>(8.30)</u>
Total	<u>19.78</u>	<u>0.00</u>	<u>10.00</u>	<u>29.78</u>			<u>69.59</u>	<u>(39.81)</u>
Percent of Total Unmet Need								27.69%
<u>DISTRICT 9</u>								
NH/Comm	36.90	12.09	61.80	110.79	23,993	0.005	119.97	(9.18)
UOS	<u>14.84</u>	<u>4.53</u>	<u>0.00</u>	<u>19.37</u>	23,993	0.001	<u>23.99</u>	<u>(4.62)</u>
Total	<u>51.74</u>	<u>16.62</u>	<u>61.80</u>	<u>130.16</u>			<u>143.96</u>	<u>(13.80)</u>
Percent of Total Unmet Need								9.60%
<u>TOTAL</u>								
NH/Comm	87.14	40.65	102.60	230.39	69,479	0.005	347.40	(117.01)
UOS	<u>36.62</u>	<u>6.08</u>	<u>0.00</u>	<u>42.70</u>	69,479	0.001	<u>69.48</u>	<u>(26.78)</u>
Total	<u>123.76</u>	<u>46.73</u>	<u>102.60</u>	<u>273.09</u>			<u>416.87</u>	<u>(143.78)</u>

ATTACHMENT B
Contract Section 13.3.2 (subsection C)

Population		Inventory (acres 5:1)		Unmet Need (acres 5:1)	
Unincorporated	Incorporated	Unincorporated	Incorporated	Unincorporated	Incorporated
12,726	21,161	21.12	92.03	55.24	34.94
		Percent Factor		61%	39%