

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF VANCOUVER AND CLARK COMMUNITY COLLEGE
TO USE CITY PROPERTY FOR PARKING LOT AND FOR CONSTRUCTION OF
WATER FACILITIES IN AND ADJACENT TO COLLEGE PROPERTY**

THIS IS AN INTERLOCAL AGREEMENT, entered into under the authority of the Interlocal Cooperation Act, Chapter 39.34 RCW, between Clark Community College, a municipal corporation of the State of Washington ("the College"), and The City of Vancouver, a municipal corporation and charter city of the first class the State of Washington, (the "City").

WHEREAS, pursuant to Chapter 39.34 RCW (Interlocal Cooperation Act), any powers, privileges or authority exercised or capable of exercise by a public agency of this state may be enjoyed jointly with any other public agency of this state having the same or similar powers, privileges and authority; and

WHEREAS, the College has a need to accommodate students, visitors and faculty with parking, and desires to continue use of the southwesterly portion of Water Works Park (aka "Water Station 1") owned by the City, which is further described within this agreement; and

WHEREAS, the City owns the southwesterly portion of Water Works Park that has been used by the College as a parking lot, and has always consented to the College's use of the land as a parking lot; and

WHEREAS, the College owns the parking lot adjacent to the portion owned by the City; and

WHEREAS, the City has an existing substandard water utility line through said College owned parking lot, which is in need of replacement; and

WHEREAS, the College will reconstruct its north parking lot adjacent to Water Works Park; and

WHEREAS, the College hereby agrees to construct a 24-inch water main in and through the north parking lot; and

WHEREAS, the College hereby agrees to grant the City any and all access necessary to install, repair, maintain and expand any water, waste water and/or sewer lines of any kind that runs under the City owned portion of the parking lot; and

WHEREAS, College parking improvements have existed on a certain portion of City property with the consent of the City; and

WHEREAS, the City will build new water supply reservoirs north and east of the College; and

WHEREAS, said reservoir construction will eliminate a cooling water tank used by the College; and

WHEREAS, the City will enhance park and water facility security with fences, gates, and walls; and

NOW, THEREFORE,

The College AND the City agree as follows:

SECTION 1. PURPOSE. The purpose of this Agreement is for the City to memorialize its consent for the College to use the City's land southwest of Water Works Park

described more accurately in Exhibit "1" (drawing of the site) and for the College to construct a new water utility line through a portion of the college's parking lot more accurately described in Exhibit "1" and Exhibit "2" (description of work).

a. The College agrees to do the following:

1) Construct a new twenty four (24) inch diameter ductile iron water main through, and in advance of, new parking lot improvements for the College. The new water utility line will replace the old twenty (20) inch diameter water line south and west of the new water main, and will be constructed in accordance with plans and specifications that are approved by the City. The old water utility line will be taken out of service after the College has properly constructed the new water utility line.

2) Grant a new easement to the City for access to the water utility line located under the portion of the parking lot owned by the College and provide a legal description of the easement to the City within ninety (90) days after completion of the new water utility line. Such water utility line easement shall be at least 20 feet wide.

3) Shall comply with all Washington State prevailing wage laws and regulations.

4) Design such water utility line in accordance with specifications that are approved by the City;

5) Provide materials and equipment necessary to properly install a water utility line that is approximately one thousand one hundred and fifty (1,150) lineal feet long out of twenty four (24) inch pressure class 350 ductile iron water main pipe,

together with valves, fittings, thrust blocks, trench excavation and backfill, surface restorations, and connections to the existing City water system located in E. Reserve Street, Fort Vancouver Way and the College's north parking lot as set forth in Exhibit "1" and Exhibit "2".

6) Vacate use of the cooling water tank located on the City's property by October 1, 2006.

7) Agrees not to build additional facilities on the City owned portion of the parking lot or the portion that will be under easement to the City on the College owned portion of the parking lot.

b. The City agrees to do the following:

1) Grant permission for Clark College to construct and use parking lot improvements on City property to the extent shown in Exhibit "1". City Council reserves the right to revoke said permission according to Section 3.

2) Remove informal parking lot on City property at the north end of East Reserve and replace with landscaping and pedestrian ways.

3) Demolish said cooling water tank with the construction of a new water supply reservoir.

4) Build two new water supply reservoirs with architectural features complimentary to Water Works Park and the College.

5) Reimburse the College for all documented water utility line design and construction costs. The total construction cost is estimated to be approximately \$350,000, which includes sales tax and a 10% contingency as shown in the attached spreadsheet, which is attached hereto and incorporated herein Exhibit "2". Design costs are estimated to be in the range of \$20,000 - \$25,000. Total reimbursement for construction costs is understood to be based on the actual line item amount provided by the contractor, as well as any field or change orders during the course of construction.

6) Vacate the existing water utility line easement over the existing water utility line shown in Exhibit "1" and described in Exhibit "2" upon the new 20 foot wide easement being recorded with the Clark County Auditor's Office.

SECTION 2. TERM. The term of this Agreement is for the period from May 31, 2005 and shall continue unless or until either party terminates the Agreement pursuant to Section 3 of this Agreement.

SECTION 3. TERMINATION. Either party may choose to terminate this Agreement by notifying the other party in writing thirty (30) days prior to termination. When either party determines that such termination is in its best interest, termination will become effective thirty (30) days after receipt of the letter of intent to terminate.

SECTION 4. COSTS. The College shall pay for the installation and all maintenance costs related to the parking lot constructed on land owned by the City. The City shall pay for all costs associated with the installation, repair, expansion, and/or removal of any and all City owned utility lines installed under both the City owned and College owned portions of the parking lot.

SECTION 5. ADMINISTRATION/COMMUNICATIONS. Managers designated by the Clark Community College President and the City Manager shall administer this Agreement. The respective managers shall monitor all activities described in this Agreement, and shall communicate via telephone or e-mail to relay information, answer questions, or raise concerns.

SECTION 6. DISPUTE RESOLUTION. In the event of a dispute between the College and the City of Vancouver regarding any matter pertaining to this Agreement which cannot be resolved by their respective designated managers, the Clark Community College President and the Vancouver City Manager or their designated representatives shall review such dispute and options for resolution. Any dispute not resolved by the representatives shall be referred to the Clark Community College President and the City Manager. The decision of the Clark Community College President and the City Manager regarding the dispute shall be final as between the parties.

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 Clark Community College President and the City Manager 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 7. NO EMPLOYER/EMPLOYEE RELATIONSHIP ESTABLISHED.

Nothing herein shall be construed as creating the relationship of employer and employee, or principal and agent, between the College and the City or between any of the College's or the City's employees. Vancouver shall retain all authority for provision of services, standards of performance, discipline and control of personnel, and other matters incident to the performance of any utility services by Vancouver pursuant to this Agreement. Nothing in this Agreement shall make any employee of the College an employee of the City or any employee of the City an employee of the College for any purpose, including but not limited to, for withholding of taxes, payment of benefits, workers' compensation pursuant to Title 51 RCW, or any other rights or privileges accorded their respective employees by virtue of their employment.

SECTION 8. CIVIL RIGHTS ACT. In accordance with Title VI of the Civil Rights Act, the College and the City agrees that it will not discriminate against any employee because of race, color, creed, national origin, sex, age, or disability.

SECTION 9. HOLDHARMLESS/INDEMNIFICATION.

a. **COLLEGE RESPONSIBILITY.** The College agrees to indemnify, defend, save and hold harmless the City, its officials, employees 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, any act undertaken by the College pursuant to this Agreement.

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 College or subcontractor or agent of the College, even if the College is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW.

b. **CITY RESPONSIBILITY.** The City agrees to indemnify, defend, save and hold harmless the College, its officials, employees 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, any act undertaken by the City pursuant to this Agreement.

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 College 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 College 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.

- c. ATTORNEYS FEES AND COSTS. All parties shall bear their own costs of enforcing the rights and responsibilities under the contract.

SECTION 10. ADHERENCE TO LAW. The City and the College will be required to comply with all applicable Federal, State, and local laws and requirements.

SECTION 11. PROHIBITED INTEREST. The City's and the College's officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value.

SECTION 12. ASSIGNMENT/SUBCONTRACTING. Neither party shall transfer or assign, in whole or in part, any or all of its respective rights or obligations under this Agreement without the prior written consent of the other party.

SECTION 13. NO THIRD PARTY BENEFICIARY. The College does not intend by this Agreement to assume any contractual obligations to anyone other than the City. The City does not intend by this Agreement to assume any contractual obligations to anyone other than the College. The College and City do not intend there be any third-party beneficiary to this Agreement.

SECTION 14. NOTICE. Any notices to be given under this Agreement shall at minimum be delivered, postage prepaid and addressed to:

To the City:

CITY OF VANCOUVER
P.O. Box 1995
Vancouver, Washington 98668-1995
Attention: Victor Ehrlich, City Engineer

To Clark Community College:

CLARK COLLEGE
1800 E. McLOUGHLIN BLVD.
Vancouver, Washington 98663-3598
Attention: Derral Fleming, Director of Plant Services

The name and address to which notices shall be directed may be changed by either the College or the City giving the other notice of such change as provided in this section

SECTION 15. INTERLOCAL COOPERATION ACT COMPLIANCE. This is an Agreement entered into pursuant to Chapter 39.34 RCW. Its purpose is as set forth in Section 1. Its duration is as specified in Section 2 (Term). Its method of termination is set forth in Section 3. Its manner of financing and of establishing and maintaining a budget therefore is described in Section 4 (Costs). No property shall be acquired pursuant to this Agreement which will need to be disposed of upon partial or complete termination of this Agreement.

SECTION 16. 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 Agreements shall be effective to the contrary.

SECTION 17. 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, provided that pursuant to this Agreement

SECTION 18. ADMINISTRATION, AUDITS, INSPECTIONS, AND RETENTION OF RECORDS. This agreement shall be administered jointly by the City

Engineer and the Clark Community College President. Both the City and the College and any of its representatives shall have full access to and the right to examine, during normal business hours with at least twenty-four (24) consecutive hours advance notice, all of each others records with respect to all matters covered by this Agreement. All documents, papers, accounting records, and other materials pertaining to this Agreement shall be retained by the City and the College for at least six (6) years from the date of completion of any activity conducted covered by this Agreement.

SECTION 19. DOCUMENT EXECUTION AND FILING. The College and the City agree that there shall be four (4) signed originals of this Agreement procured and distributed for signature by the necessary officials of the College and the City. Upon execution, the executed originals of this Agreement shall be returned to the contract manager who shall file copies of this Agreement with the City Clerk, the Clark County Auditor. Upon receipt by the Clark County Auditor of the signed originals, each such signed original shall constitute an agreement binding upon both the College and the City.

SECTION 20. RATIFICATION. Acts taken in conformity with this Agreement prior to its execution are hereby ratified and affirmed.

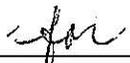
SECTION 21. SEVERABILITY. If any section or part of this Agreement is held by a court to be invalid, such action shall not affect the validity of any other part of this Agreement.

IN WITNESS WHEREOF, the College and the 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 27th day of November, 2006

FOR CLARK COLLEGE,
a municipal corporation

CITY OF VANCOUVER
a municipal corporation

SIGNATURE ON FILE 
~~Wayne Branch, President~~
ROBERT K. KNIGHT, INTERIM PRESIDENT

SIGNATURE ON FILE 
Pat McDonnell, City Manager

ATTEST:

By: n/a

Date: _____

SIGNATURE ON FILE 
By: _____

Date: 11/29/06

Lloyd Tyler, City Clerk
by Carrie Lewellen, Deputy City Clerk

APPROVED AS TO FORM:

By: n/a

Date: _____

_____, Clark College Attorney

SIGNATURE ON FILE 
By: _____

Date: 11/28/06

 Ted H. Gathe, Vancouver City Attorney

EXHIBIT 1

EXHIBIT 2

Clark College North Parking Lot Revisions

Construction Cost Estimate - Public 24" Water Main

Item	Description	Unit	Quantity	Unit Price	Total
1	Mobilization (6% of Total)	L.S.	1	\$15,300	\$15,300
2	Traffic Control (3.5% of Total)	L.S.	1	\$9,000	\$9,000
3	24" PC 350 DI Watermain w/ rock backfill	L.F.	945	\$120	\$113,400
4	24" PC 350 DI Watermain w/ CDF backfill	L.F.	205	\$150	\$30,750
5	Assembly #1	EA.	1	\$5,275	\$5,275
6	Assembly #2 (not used in final plans)	EA.	0	\$0	\$0
7	Assembly #3	EA.	1	\$26,000	\$26,000
8	Assembly #4	EA.	2	\$1,000	\$2,000
9	Assembly #5	EA.	1	\$7,650	\$7,650
10	Assembly #6	EA.	3	\$3,900	\$11,700
11	Assembly #7	EA.	1	\$5,150	\$5,150
12	Assembly #8	EA.	1	\$16,800	\$16,800
13	Assembly #9	EA.	1	\$1,900	\$1,900
14	Assembly #10	EA.	1	\$22,250	\$22,250
15	Sawcut	L.F.	310	\$2	\$620
16	Removal of Asphalt and Concrete	S.Y.	260	\$9	\$2,340
17	Asphalt Concrete Pavement - Class "A"	TON	132	\$46	\$6,072
18	Crushed Surfacing Base Course (1 1/4" -)	C.Y.	75	\$33	\$2,475
19	Concrete Sidewalks	S.Y.	10	\$35	\$350
20	Concrete Curb	L.F.	30	\$12	\$360
21	11.25 deg bend	L.S.	1	\$1,850	\$1,850
22	24" PC 350 DI Watermain w/ rock backfill	L.F.	72	\$179	\$12,888
23	24" PC 350 DI Watermain w/ CDF backfill	L.F.	13	\$182	\$2,366
Subtotal					\$296,496
Tax @7.7%					\$22,830
10% Contingency					\$31,933
Total					\$351,259

Design Fees - Public 24" Water Main

Item	Description	Unit	Quantity	Unit Price	Total
1	HHPR, Inc.	L.S.	1	\$15,000	\$15,000
2	LSW Architect, PC.	L.S.	1	\$4,100	\$4,100
Subtotal					\$19,100
20% Contingency					\$3,820
Total					\$22,920