

EDMONDS SCHOOL DISTRICT No. 15  
OFFICE OF THE SUPERINTENDENT

Date Submitted: May 2, 2007  
Date of Board Meeting: May 8, 2007

MEMORANDUM

TO: Board of Directors  X  Single Reading (Action Recommended)

FROM: Nick Brossoit, Ed.D.   First Reading (No Action Recommended)  
  Second Reading (Action Recommended)

SUBJECT: Resolution 07-17 Authorizing Approval to Sign Interlocal Agreement with Edmonds Community College for MEADOWDALE HIGH SOCCER FIELD ARTIFICIAL TURF INSTALLATION, USE AND REPLACEMENT

RECOMMENDATION:

It is recommended the Board of Directors approve Resolution 07-17, authorizing the Superintendent or his designee to sign the interlocal agreement with Edmonds Community College for their participation in the installation, use and replacement of the artificial turf soccer field at Meadowdale High School.

RCW 39.34, the Interlocal Cooperative Act, permits the District to establish interlocal cooperative agreements with other Political Subdivisions to accomplish joint projects.

BACKGROUND:

Funded in part with Capital Partnership Project funds from the 2004 Capital Levy, artificial turf was installed at Meadowdale High School in 2006. Edmonds Community College obtained authorization from their Board of Trustees and provided a written commitment to the District to contribute \$100,000 towards the project, in exchange for scheduled exclusive use of the field. The College and the District have agreed on a schedule of use, and will amend that schedule from time to time by mutual consent. This interlocal agreement also provides for the participation of the College in the periodic replacement of the artificial turf during the life of the agreement.

This interlocal agreement has been developed with the College in recognition of the District's plan to relocate Lynnwood High School and its athletic fields to a new site opening in fall, 2009. This interlocal agreement replaces and supersedes the respective obligations of the College and the District with respect to each other for the portion of the interlocal agreement regarding joint use of the artificial turf field at Lynnwood High School, as it pertains to soccer. A separate interlocal agreement will be developed to address the use by the College of softball fields at Lynnwood High School.

The attached interlocal agreement has been reviewed and approved by attorneys representing each party, and is now recommended for approval.

Submitted by: Marla S. Miller

Marla S. Miller,  
Assistant Superintendent

RESOLUTION NO. 07-17  
EDMONDS SCHOOL DISTRICT NO. 15  
SNOHOMISH COUNTY, WASHINGTON

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AUTHORIZE INTERLOCAL COOPERATIVE AGREEMENT WITH EDMONDS COMMUNITY COLLEGE  
for the purpose of  
MEADOWDALE HIGH SOCCER FIELD ARTIFICIAL TURF INSTALLATION, USE AND REPLACEMENT

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WHEREAS, RCW 39.34, the Interlocal Cooperative Act, permits the District to establish interlocal cooperative agreements with other Political Subdivisions; and

WHEREAS Edmonds School District No. 15 and Edmonds Community College desire to enter into a use and replacement agreement for the Meadowdale High School artificial turf field, formalize the College's commitment to contribute \$100,000 (One hundred thousand dollars and no cents) toward the cost of installation of such artificial turf installation and provide for maintenance as partial consideration for the College's scheduled future use (in common with the District and others) of the MHS Field; and

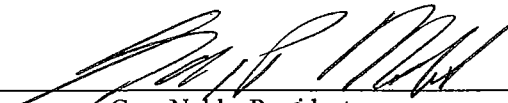
WHEREAS, the Board of Directors of each of the parties has determined that the best interest of each political subdivision shall be served by the formation and maintenance of a joint interlocal cooperative agreement;

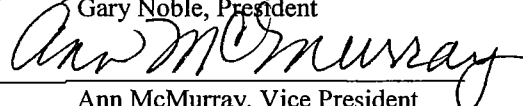
NOW THEREFORE, BE IT RESOLVED by the Board of Directors of the Edmonds School District No. 15, Snohomish County, as follows:

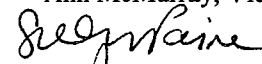
1. That the purposes of this Interlocal Agreement are (a) to replace and supersede, as between the School District and the College, their respective obligations to each other with respect to the portion of the Lynnwood High School Field Agreement pertaining to soccer, and (b) to provide a cost and use sharing arrangement between the District and the College for an artificial turf football/soccer field on property owned by the District at Meadowdale High School, located at 6002 168<sup>th</sup> St. S.W., Lynnwood, Washington.
2. That this MHS Field Agreement provides a cost-sharing arrangement between the District and the College for the installation and replacement of artificial turf on the MHS Field.
3. That the Superintendent or designee of Edmonds School District No. 15, Snohomish County, Washington, is hereby authorized to execute and implement the requisite agreement or agreements to accomplish this purpose.

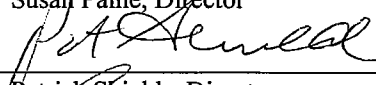
ADOPTED by the Board of Directors of Edmonds School District No. 15, Snohomish County, Washington, at a regular meeting thereof this 8th day of May, 2007.

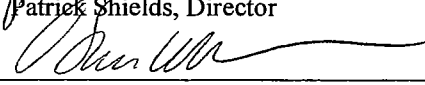
EDMONDS SCHOOL DISTRICT NO. 15 BOARD OF DIRECTORS

  
\_\_\_\_\_  
Gary Noble, President

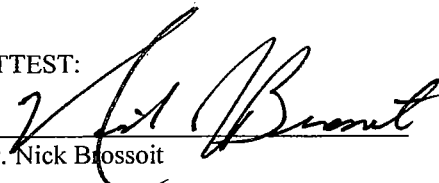
  
\_\_\_\_\_  
Ann McMurray, Vice President

  
\_\_\_\_\_  
Susan Paine, Director

  
\_\_\_\_\_  
Patrick Shields, Director

  
\_\_\_\_\_  
Dr. Bruce Williams, Director

ATTEST:

  
\_\_\_\_\_  
Dr. Nick Blossoit

INTERLOCAL AGREEMENT  
BETWEEN  
EDMONDS SCHOOL DISTRICT and EDMONDS COMMUNITY COLLEGE

MEADOWDALE HIGH SCHOOL SOCCER FIELD  
ARTIFICIAL TURF INSTALLATION, USE AND REPLACEMENT

WHEREAS Edmonds School District No. 15 (the "District") and Edmonds Community College (the "College"), through the Interlocal Agreement recorded with Snohomish County July 23, 2001, recorded under Snohomish County Auditor's file # 200107230922 (the "LHS Field Agreement"), joined with the City of Lynnwood (the "City") to develop an artificial turf football/soccer field at Lynnwood High School (the "LHS Field") for use by the students and the community at large; and

WHEREAS in February, 2006 the District received approval from the taxpayers of the District to relocate Lynnwood High School and the LHS Field to a new location on North Road in Snohomish County; and

WHEREAS the District is now planning for the relocation of Lynnwood High School and the LHS Field to North Road in summer, 2009; and

WHEREAS the District, the College and the City of Lynnwood are currently operating under an Interlocal agreement to jointly use athletic field facilities located at LHS for field events and softball under the LHS Field Agreement; and

WHEREAS the LHS Field Agreement provides for use by the College of softball fields at Lynnwood High School in addition to the LHS Field, and

WHEREAS the District and the College desire a separate agreement regarding use by the College of alternative softball fields, which may include use of softball fields at the new Lynnwood High School as well as softball fields at Meadowdale Playfields; and

WHEREAS use of the softball fields at Meadowdale Playfields are subject to and currently scheduled through an interlocal agreement with the City of Lynnwood; and

WHEREAS the District and the College desire to move College soccer field access to a location acceptable to the College; and

WHEREAS the District, through 2004 Capital Levy partnership project funds, has authorized and completed a project to install artificial turf on its football/soccer field at Meadowdale High School (the "MHS Field"); and

WHEREAS the District and the College desire to enter into a use and replacement agreement for the MHS Field (the "MHS Field Agreement"), formalizing the College's commitment to contribute \$100,000 (One hundred thousand dollars and no cents) toward the cost of installation of such artificial turf installation and providing for maintenance as partial consideration for the College's scheduled future use (in common with the District and others) of the MHS Field;

NOW, THEREFORE, the District and the College hereby agree as follows:

1. PURPOSE

- 1.1 The purposes of this MHS Field Agreement are (a) to replace and supersede, as between the School District and the College, their respective obligations to each other with respect to the portion of the LHS Field Agreement pertaining to soccer, and (b) to provide a cost and use sharing arrangement between the District and the College for an artificial turf football/soccer field on property owned by the District at Meadowdale High School, located at 6002 168<sup>th</sup> St. S.W., Lynnwood, Washington, more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "Property").
- 1.2 This MHS Field Agreement provides a cost-sharing arrangement between the District and the College for the installation and replacement of artificial turf on the MHS Field (the "Project"). In consideration of a financial contribution of \$100,000 (One hundred thousand dollars and no cents) to the Project and the other provisions of this Agreement, the College will have scheduled exclusive use of the MHS Field, as described in Exhibit B (the "MHS Field Joint Use Schedule") or as hereafter modified pursuant to this Agreement, and such use of softball fields as may be agreed to among the City of Lynnwood, Edmonds School District No. 15, and Edmonds Community College. Such scheduled use of the MHS Field may hereinafter be modified by mutual agreement of the District and the College.
- 1.3 Other community groups and entities also contributed to the installation of artificial turf improvements to the MHS Field. Some of those groups and entities will also have scheduled exclusive use of the MHS Field, such use to be at the discretion of, and coordinated through, the District at times that do not, unless otherwise agreed by the College, conflict with the scheduled exclusive use of the College. Any such exclusive use by a community group or entity may hereinafter be modified by the District without the consent of the College, provided such modification does not conflict with the scheduled exclusive use of the MHS Field by the College. If a proposed schedule change does conflict with the exclusive use of the MHS Field by the College, the District will notify the College of the request and no such proposed change will be made without the consent of the College, which such consent shall not be unreasonably withheld.

- 1.4 The total cost of the Project was \$900,000. Of that amount, the College agrees to contribute \$100,000, other community groups and entities contributed or have pledged to contribute \$305,000, the District is contributing the remaining funds (a minimum of \$495,000) from 2004 Capital Levy Partnership Project funds.
- 1.5 The District and the College anticipate that the Project will have a useful life, with needed replacements, extending through the term of this Agreement. The parties have made a good faith effort to jointly estimate the anticipated useful life and necessary replacement for the Project during the term of this Agreement, as described herein on Exhibit C. The parties acknowledge that unforeseen, material repairs may be required and that such repairs are expressly contemplated by this Agreement.
- 1.6 The District will coordinate and manage the Project, and provide for the maintenance and repair of the MHS Field for the term of this Agreement.
- 1.7 The District and the College will jointly share the cost of replacement of the artificial turf for the MHS Field during the term of this Agreement, as provided in this Agreement; provided that at the discretion of the District and subject to the other terms of this Agreement, other community groups or entities may also share in such cost, and in such event, the District's and College's share of such maintenance costs shall be equitably adjusted, depending on the nature and extent of then-anticipated field use).
- 1.8 No party to this Agreement shall have the right to use the MHS Field in any manner that is likely to destroy or substantially damage the MHS Field or that is contrary to relevant school policies or the District's mission, as such may be amended from time to time.

## 2. CONTRACT ADMINISTRATOR

- 2.1. Pursuant to RCW 39.34.030(4)(a), the District and the College hereby appoint the District's Director of Facilities Operations as the "Contract Administrator", who will be responsible for administering this MHS Field Agreement, and at the direction of the parties, shall take such action as is necessary to ensure this MHS Field Agreement is implemented in accordance with its terms.
- 2.2. This agreement does not create a separate legal or administrative entity, and consequently is being administered in accordance with RCW 39.34.030(4), as provided in paragraph 2.1.

## 3. REAL AND PERSONAL PROPERTY

- 3.1. The District owns the real School Property that is the subject of this agreement. This Agreement does not contemplate the transfer of ownership of the Property

nor to limit the District's ability to comply with its statutory obligations regarding the use and disposition of school property pursuant to RCW 28A.335.

- 3.2. The parties will not, during the term of and pursuant to this Agreement, jointly acquire or hold any property (real or personal) with regard to the MHS Field; provided that the parties may make available to each other, as a matter of convenience, athletic equipment and other personal property normal and incident to the use of the MHS Field. In the event that any such personal property items are shared, the parties shall maintain records indicating the nature and quantity of the items shared. Ownership and maintenance of any such personal property items shall remain with the party who purchased the personal property item.
- 3.3. Upon joint execution of this Agreement, the College shall provide funds, as set forth in paragraph 5 below, to the Contract Administrator for use in paying for the personal property used to construct and install the Project, including, but not limited to Project materials, and paying for the labor and professional services required to construct and install the Project.
- 3.4. By operation of this Agreement, the College does not acquire any ownership interest in and disclaims any interest to the MHS Field improvements constructed pursuant to the Agreement, which said improvements will be the District's property.

#### 4. DEVELOPMENT OF PLANS FOR MHS FIELD IMPROVEMENTS

4.1. Initial construction and installation of the Project was completed prior to this Agreement. The District provided copies of the plans for the Project to the College, and the College confirmed that the plans conformed to the parties' intent for the Project, and pledged to contribute \$100,000 toward the cost of the Project, before the Project was completed. For each subsequent replacement of the Turf required pursuant to paragraph 4.3, the District shall develop plans and engineering, which shall include, but not be limited to; specifications of the nature of the materials to be used, the necessary quantity of said materials, the location for placement of Project materials on the MHS Field, the extent of excavation and fill, the drainage requirements and plans, and any protective covering surface needed to maintain the artificial playing surface for the term of this Agreement. Upon completion of the plans, the District shall provide a copy to the Contract Administrator, who will provide copies of the plans to the College so that the College can confirm the plans conform to the parties' intent for the Project. During the plan review period, which is to last no longer than fifteen (15) days from receipt of the completed plans, the parties shall each appoint a designated representative to review the plans and provide notice to the Contract Administrator of the respective parties' approval of said plans or need for revisions. Once the Contract Administrator receives a written notice of approval from each party, a copy marked "Approved" shall be provided to each party to this Agreement. In the event of disagreement that remains unresolved following

consultation with the College, the District may proceed with such work as it deems necessary under the circumstances.

- 4.2. The District shall hire a professional engineer or contractor to design and install the subsequent replacement of the Turf according to the approved plans.
- 4.3. The parties acknowledge that the improvement to the MHS Field provided by the Project will require one or more replacement(s) prior to the expiration of the Agreement. Timing of each replacement will be determined by the District, in consultation with the College. In order to arrive at the appropriate sharing of the replacement cost that will provide a substantially similar playing surface as provided upon completion of construction pursuant to the Agreement and allow continued athletic use of the MHS Field for at least as long as the term of this Agreement, the parties shall fund the replacement cost with a pro-rated contribution from each of the parties. Unless otherwise agreed by College and the District at the replacement project, the pro-rated share of the contribution from the College shall be determined by the pro-rated share of available exclusive scheduled use of the MHS Field controlled by the College at the time the need to replace the Turf is determined by the District.

## **5. FUNDING OF THE MHS FIELD IMPROVEMENT PROJECT**

- 5.1. As described in Section 1.4, the District has incurred Project costs in accordance with the installation and completion of the MHS Field. The contribution from the College described in Section 1.4 will be paid to the District, following receipt of an appropriate invoice, in the following three increments: \$40,000 is due and payable upon receipt of the first invoice, \$30,000 is due and payable prior to August 31, 2007, and the remaining \$30,000 is due and payable prior to August 31, 2008.
- 5.2. Prior to the approval of this Agreement, the District and the College, respectively, have taken action, independent of this Agreement, to budget and provide the financing necessary to perform their respective obligations under this Agreement.
- 5.3. Upon approval of the plans for any subsequent replacement of the Turf as required by paragraph 4.3, in accordance with paragraph 4 of this Agreement, the District shall have the authority to enter final contracts to facilitate the construction of the Project. The District shall, in its sole discretion, complete the final engineering of the project and direct the Contract Administrator with regard to construction details and completion of the construction bid package. The College may not object to the final design of the Project as completed; provided that this provision is solely for the benefit of the District, and shall not operate to waive any professional responsibility or warranty of any third party with respect to the design or construction of the Project.

## 6. DURATION AND TERMINATION

- 6.1. The term of this Agreement shall commence upon recording with the County Auditor in accordance with RCW 39.34.040 following mutual execution (the "Effective Date") and shall expire on June 30, 2026, unless this Agreement is terminated prior to such date in accordance with this paragraph 6.
- 6.2. Termination of this Agreement prior to expiration may be accomplished by joint agreement of the parties. A party seeking to terminate this Agreement under this paragraph shall give the other party advance written notice of not less than thirty (30) days. The parties shall schedule termination negotiations for the purpose of amicably ending this agreement. Except as otherwise set forth in this Section 6, both parties must agree to terminate the Agreement if such Agreement is to occur prior to its expiration. If this Agreement is so terminated, the parties shall share equally in any expenditure previously incurred by any party pursuant to this Agreement. Any plans, engineering drawings, or other documents made in preparation for project design approval are deemed the property of the District.
- 6.3. In the event that the College defaults in all or a part of its funding obligation, this Agreement shall terminate and the College shall no longer have exclusive scheduled use of the MHS Field as described in the MHS Field Joint Use Schedule. The College shall be given five (5) days written notice and an opportunity to cure said default. In the event said default is not cured within said five day cure period, the District may; a) terminate the Agreement and be entitled to recover all expenditures incurred as a result of the default from the defaulting party prior to the termination, including, but not limited to, attorneys' fees for the enforcement of this Agreement with no right of refund for funds previously committed under this Agreement by the defaulting party, or b) remove the defaulting party as a party to this Agreement without any right to a refund for funds previously committed under the Agreement by the defaulting party and thereafter be entitled to recover all expenditures incurred as a result of the default from the defaulting party, including, but not limited to, attorneys' fees for the enforcement of this Agreement.
- 6.4. Notwithstanding any other provision regarding termination, in the event that the District shall, in its sole discretion, elect to sell the Property or to otherwise remove the MHS Field from service or use by the general public, and it therefore becomes necessary for the District to terminate this Agreement in order to comply with its statutory obligations regarding the use and disposition of school property under Ch.28A.335 RCW, the District may terminate this agreement upon thirty (30) days written notice to the Contract Administrator and the College. Upon such termination, or other expiration of the Agreement pursuant to Section 6.1, if the MHS Field has any remaining useful life, the District shall refund a prorated portion of the funds supplied by the College under this Agreement based on the number of years of remaining useful life of the MHS Field, which such refund

shall be reduced for depreciation and normal wear and tear in relation to the number of years of use by the parties to this Agreement. The amount to be refunded shall be determined in the context of all District athletic facilities used by, or that could be used by, the College, and which are comparable to those provided by this Agreement to accommodate the uses that would otherwise be made of the MHS Field. Nothing herein shall be interpreted to require such return of funds for reasonably limited periods of time less than 90 consecutive days in length in which the MHS Field is taken out of service for periodic or recurring maintenance. If the MHS Field is taken out of service for a period of longer than 90 consecutive days for reconstruction or rehabilitation, no return of funds shall be due for the length of the time the MHS Field is out of service, PROVIDED that the parties shall use reasonable efforts to return the MHS Field to operation as soon as practicable and the term of this Agreement shall be extended for the length of time the MHS Field is out of service that exceeds 90 consecutive days.

## **7. MAINTENANCE AGREEMENT**

7.1. With regard to the MHS Field defined herein, the District shall:

- 7.1.1 Make reasonable efforts to obtain warranties from the persons or entities providing labor, goods or professional services associated with the District's obligations under this Agreement. Without limiting the generality of the foregoing, the District will obtain a standard ten-year warranty from the manufacturer of the Turf, which warranty shall cover at least the following (subject to commercially reasonable terms, conditions, limitations and exclusions); 1) repairs for defects in workmanship, 2) replacement for premature wear and tear, 3) replacement for degradation from ultraviolet rays, and 4) guarantee for an annual G-max value no lower than 125 and no higher than 175 throughout the warranty period. [NEED TO CONFIRM TERMS]
- 7.1.2 Monitor the condition of the Project-installed Turf and provide notice to the all parties in the event maintenance or repair is needed. Such monitoring shall include, but not be limited to, taking periodic G-max ratings to confirm no deterioration related to subject matters under warranty from the manufacturer is needed.
- 7.1.3 Cooperate with the College to develop a quarterly schedule for use of the MHS Field. The MHS Field Joint Use Schedule describes the Joint Use Schedule agreed upon by the College and the District in preparation of this MHS Field Agreement Said MHS Field Joint Use Schedule shall be reviewed at periodic meetings between the parties. The parties intend that the MHS Field Joint Use Schedule will allow the parties to meet their program needs existing at the time of the joint execution of this Agreement, or that evolve over time by joint agreement of the parties, and, as such, the specific allocation of time described in Exhibit B may be amended from

time to time by mutual agreement of the parties to this Agreement. Based on its contribution to the Project, the College is entitled to an equitable share of the exclusive use of the MHS Field and the MHS Field Joint Use Schedule should reflect equitable sharing in a manner acceptable to all parties. In the event a party or parties to this Agreement disputes whether that party or parties has received an equitable sharing of time on the Joint Use Schedule at the end of any complete twelve-month period, that party or parties shall comply with the dispute resolution principles set forth in paragraph 8.5.

7.1.4 Maintain property damage insurance or coverage with such limits and applicable deductibles protecting the Property as the District determines is generally consistent with the insurance or coverage the District normally and customarily carries for other facilities and property of the type affected by this Agreement. Upon request by any party, the District shall provide such evidence of insurance or coverage.

7.1.5 Provide routine, periodic, and material upkeep, repair and maintenance of the MHS Field as is necessary in order to maintain the MHS Field in its optimal condition for its useful life. The District shall keep records of all upkeep, repair and maintenance and may retain a consultant to inspect the condition of the playing surface for need of replacement or material repairs as needed. Prior to undertaking specific maintenance, the District shall review the manufacturer's warranty for the Turf to determine whether or not the needed maintenance falls under said warranty. If repair or maintenance is needed that falls under said warranty, the District shall contact the manufacturer and arrange for warranty work.

7.2. With regard to the MHS Field defined herein, the College shall:

7.2.1. Monitor the condition of the Turf during its use and provide notice to the District in the event maintenance or repair is needed.

7.2.2. Cooperate with the District to develop a quarterly schedule for use of the MHS Field for the College's planned programs and events for the upcoming quarter (the "Joint Use Schedule"), according to Section 7.1.4 of this Agreement.

7.2.3. In the event the College cancels any event the College shall so notify the District and shall cooperate with the District to accommodate their desired uses of the MHS Field.

7.2.4. Provide for supervisory personnel for all College activities associated with the College's use of the MHS Field. Provide competent supervision during use of the MHS Field by the College and its authorized users to prevent damage or destruction.

7.3. With regard to the MHS Field defined by this Agreement, the Contract Administrator shall:

7.3.1. Implement the terms and conditions of this Agreement, notifying all parties of any documents or notices received pursuant to this Agreement or as a result of implementation of this Agreement,.

7.3.2. Maintain records necessary to carry out the purposes of the Agreement in accordance with generally accepted accounting principles. Such records shall be available during normal working hours for the review of the respective parties, their accounting representatives, or the State Auditor, as may be required by the parties from time to time.

7.3.3. Notify the parties of the completion of plans pursuant to paragraph 4 of this Agreement, completion of the Project, and any other significant event related to the MHS Field known to the Contract Administrator.

7.4. Each party to this agreement shall be responsible for its own acts and/or omissions and those of its officers, employees and agents. No party to this agreement shall be responsible for the acts and/or omissions of entities or individuals not a party to this agreement.

7.5 No annual use fee shall be charged to the College for the use of the MHS Field as contemplated by Exhibit C of this Agreement.

## 8. MISCELLANEOUS

8.1. This Agreement represents the entire agreement between the parties and shall not be added to or supplemented by the parties without written amendment mutually agreed by all parties to the Agreement.

8.2. This Agreement and all questions concerning the capacity of the parties, execution, validity (or invalidity), and performance of this Agreement, shall be interpreted, construed and enforced in all respects in accordance with the laws of the State of Washington. This Agreement has been negotiated and drafted by all parties and is not to be construed in favor of any party.

8.3. Nothing herein shall be interpreted to create any right or liability with respect to any person or entity not a signatory to this Agreement.

8.4. The parties are independent entities and nothing in this Agreement creates any agency relationship. None of the parties to this Agreement shall be construed to be an officer, agent or employee of any of the other parties. None of the parties

assumes any liability to any of the other parties for the consequences of any act or omission of any person, firm, or corporation not a party to this Agreement unless said party has failed to properly supervise the use of the MHS Field during the time scheduled for said party's use on the Joint Use Schedule that gave rise to liability.

- 8.5. In the event of a dispute between the parties arising under this Agreement, the Superintendent of the District and the President of the College shall meet to attempt to resolve the dispute within thirty (30) days notice from the Contract Administrator of the existence of a dispute. In the event the Superintendent and the President are unable to resolve the dispute within sixty (60) days notice from the Contract Administrator of the dispute, the parties shall submit the dispute to a mutually agreed upon private arbitrator for a binding resolution. In the event the parties cannot agree on an arbitrator, one will be appointed by the Presiding Judge of the Snohomish County Superior Court, with costs of arbitration borne equally. The prevailing party shall be entitled to recover reasonable attorneys' fees and costs related to said arbitration. Venue of any lawsuit arising under this Agreement following arbitration shall be Snohomish County, Washington.
- 8.6. All notices required to be served or given in accordance with the terms of this Agreement shall be hand delivered or mailed via the U.S. Postal Service, postage pre-paid, to the following addresses of record:

Edmonds School District:

Marla S. Miller  
Assistant Superintendent  
Edmonds School District #15  
20420 68<sup>th</sup> Ave. West  
Lynnwood, WA 98036-7400

Edmonds Community College:

Rachel Solemsaas  
Vice President of Finance and  
Operations  
Edmonds Community College  
20000 – 68<sup>th</sup> Ave. West  
Lynnwood, WA 98036-5999

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**EXHIBIT B**  
**MHS FIELD JOINT USE SCHEDULE**

Edmonds Community College schedule of exclusive use of the turf field at Meadowdale High School:

Fall:

- Monday through Friday: 6 p.m. – 10 p.m. for practice, 5 p.m. warm up for double header home games, 7:00 p.m. warm up for single games
- Saturday: 1 p.m. – 6 p.m. if home game, or scheduled block of practice
- Sunday: no access

NOTE: All games must be scheduled in advance through the Athletic Directors

Spring:

- Wednesday: 6 p.m. – 10 p.m. for intramural games

Summer camps to be decided annually. August practices to be decided by Athletic Directors, most likely mid to late afternoon times to be available

As noted in paragraph 7.1.3 of this agreement, this schedule may be amended from time to time by mutual agreement of Edmonds School District No. 15 and Edmonds Community College.

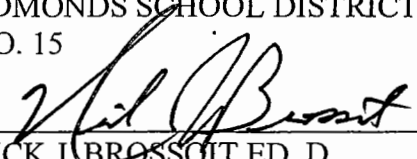
EXHIBIT C  
ANTICIPATED USEFUL LIFE OF ARTIFICIAL TURF INSTALLED ON MHS  
FIELD

**Warranty attached.**

8.7. Any address changes shall be given to the other parties in writing.

ATTEST/AUTHENTICATED:

EDMONDS SCHOOL DISTRICT  
NO. 15

  
\_\_\_\_\_  
NICK J. BROSSOIT ED. D.  
SUPERINTENDENT

DATE: May 8, 2007

EDMONDS COMMUNITY  
COLLEGE

\_\_\_\_\_  
RACHEL SOLEMSAAS,  
VICE PRESIDENT OF FINANCE AND OPERATIONS

DATE: \_\_\_\_\_

## **EXHIBIT A**

### **LEGAL DESCRIPTION OF MEADOWDALE HIGH SCHOOL**

#### **Area 3**

Tracts 112 and 130, "Meadowdale Beach," according to the plat thereof recorded in Volume 5 of plats, page 38, records of Snohomish County, Washington. And: Tracts 17 and 24, "Meadowdale 10 Acre Tracts", according to the plat recorded in Volume 5 of plats, page 32, records of Snohomish county, Washington.

EXCEPT: The north 114 feet of the east 104 feet of above said tract 24. Less the north 10 feet thereof for road.