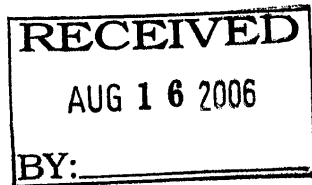


AFTER RECORDING RETURN TO:
Snohomish County Council
M/S 609



INTERLOCAL COOPERATION AGREEMENT
between
SNOHOMISH COUNTY
and
EDMONDS SCHOOL DISTRICT
for
SOCCER FIELD IMPROVEMENTS

WHEREAS, the Comprehensive Parks and Recreation Plan for Snohomish County has documented a County-wide need for community parks with quality baseball and/or soccer facilities; and

WHEREAS, the Snohomish County Executive and the Snohomish County Council have determined that it is consistent with the Comprehensive Parks and Recreation Plan for Snohomish County and is in the best public interest of County residents to participate in joint partnerships to increase recreational opportunities and facility capacity; and

WHEREAS, the Edmonds School District and Snohomish County Parks have identified that improvements to a soccer/football field at Meadowdale High School to a state-of-the-art Field Turf playing surface would be beneficial for the Edmonds School District while enhancing recreational opportunities for the general public and the community as a whole.

NOW THEREFORE, the parties agree as follows:

I. GENERAL CONDITIONS

1.1 Parties. This Agreement is made by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (hereafter referred to as "COUNTY"), and the EDMONDS SCHOOL DISTRICT, a public school district

in the State of Washington (hereafter referred to as "SCHOOL DISTRICT"), under authority of the Interlocal Cooperation Act, chapter 39.34 RCW.

1.2 Purpose. The purpose of this Agreement is to provide for financial assistance to the SCHOOL DISTRICT from the COUNTY for improvements to a soccer/football field at Meadowdale High School to a state-of-the-art Field Turf playing surface and to define the responsibilities of the COUNTY and the SCHOOL DISTRICT.

1.3 Premises. Soccer/football field improvements will be made within the SCHOOL DISTRICT at the Meadowdale High School, located at 6002 – 168th St. SW, Lynnwood, Washington.

1.4 Term. This Agreement shall commence upon execution by the parties and recording with the Snohomish County Auditor, and shall remain in effect for ten (10) years, unless earlier terminated as provided herein.

1.5 Termination. This Agreement may be terminated upon written notice by either party. The COUNTY shall have the ability to unilaterally terminate this Agreement in the event of failure of any funding for this Agreement.

1.6 Amendments. This Agreement may be amended only upon written agreement of the parties, executed in the same manner as provided by law for the execution of this Agreement. This Agreement shall constitute the full and complete agreement between the parties.

1.7 Property. Any real or personal property acquired or used by any party in connection with this agreement will be acquired, held, and disposed of by that party in its discretion, and other parties will have no joint or other interest therein. Upon termination of this Agreement, real and personal property acquired through this Agreement shall be retained or disposed of in the manner provided by law.

1.8 Funding. Any obligations of the COUNTY beyond the current fiscal year are subject to appropriation of funds for the specific purpose of funding this Agreement in accordance with the Charter and applicable law.

II. DUTIES OF THE PARTIES.

2.1 Duties of the COUNTY. The COUNTY shall provide financial assistance to the SCHOOL DISTRICT in an amount up to One-Hundred Thousand dollars (\$100,000) for improvements to a soccer/football field at Meadowdale High School to a state-of-the-art Field Turf playing surface. Progress payments shall be made by the COUNTY within ten (10) days of receipt of an invoice from the SCHOOL DISTRICT submitted with documentation of work completed as set forth in Section 2.2b.

2.2 Duties of the DISTRICT.

a. The SCHOOL DISTRICT shall be the administrator of this Agreement and shall be responsible for improving the soccer/football field at Meadowdale High School to a state-of-the-art Field Turf playing surface. The improvements shall be completed and all billings provided to the COUNTY not later than December 31, 2006.

b. The SCHOOL DISTRICT shall complete as many of the following improvements to the soccer field at Meadowdale High School as funding will allow: installation of an in-filled turf surface on the existing soccer/football field and installation of a new outdoor lighting system for night time use of the improved soccer/football field. The SCHOOL DISTRICT shall bill the COUNTY for the improvements by submitting to the COUNTY an invoice along with documentation of work completed.

c. The SCHOOL DISTRICT shall be responsible for capital improvements and seasonal maintenance of all the improvements at the high school such as, but not limited to, general maintenance and facility repair.

d. The SCHOOL DISTRICT shall provide an identifying sign at the entrance of Meadowdale High School listing Snohomish County as a financial participant in the improvements.

e. The SCHOOL DISTRICT shall make all the facilities improved as a result of this Agreement available to COUNTY residents on the same terms as residents of the DISTRICT.

III. ADDITIONAL REQUIREMENTS

3.1 Compliance with Laws. The COUNTY and the SCHOOL DISTRICT shall comply with all applicable federal, state and local laws, rules and regulations in performing this Agreement, including, but not limited to, laws against discrimination.

3.2 Hold Harmless and Indemnification. The SCHOOL DISTRICT shall assume the risk of, be liable for, and pay all damage, loss, costs and expense of any party arising out of the activities under this Agreement and all use of its facilities. The SCHOOL DISTRICT shall hold harmless, indemnify and defend the COUNTY, its officers, elected and appointed officials, employees and agents from and against all claims, losses, lawsuits, actions, counsel fees, litigation costs, expenses, damages, judgments, or decrees by reason of damage to any property or business and/or any death, injury or disability to or of any person or party, including but not limited to any employee, arising out of or suffered, directly or indirectly, by reason of or in connection with all the facilities improved as a result of this Agreement; PROVIDED, that the above indemnification does not apply to those damages solely caused by the negligence or willful misconduct of the COUNTY, its elected and appointed officials, officers, employees or agents.

The SCHOOL DISTRICT shall obtain and maintain continuously, at its own expense, for the term of this contract, Commercial General Liability Insurance, Professional Liability Insurance and Automobile Liability Insurance with endorsements and/or other insurance as deemed appropriate by the COUNTY with minimum limits of \$1,000,000 per occurrence, combined single limit, to indemnify for the activities and services of this contract. Carrier is subject to the approval of the COUNTY.

Such insurance shall be endorsed to include Snohomish County, its officers, elected officials, agents, and employees as an additional insured, and shall not be reduced or canceled without thirty (30) days written prior notice to the COUNTY.

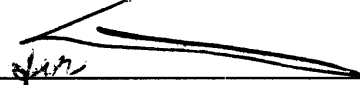
The SCHOOL DISTRICT shall provide the COUNTY a certificate of insurance as evidence of coverage and have the COUNTY named on their policy as Additional Insured. Approval of insurance is a condition to full execution of this contract.

3.3 Governing Law and Stipulation of Venue. This Agreement shall be governed by the laws of the State of Washington and the parties stipulate that any lawsuit regarding this Agreement must be brought in Snohomish County, Washington.

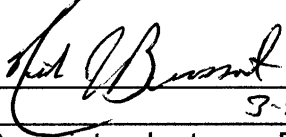
EXECUTED this 10th day of May, 2006

SNOHOMISH COUNTY:

EDMONDS SCHOOL DISTRICT:



Aaron Reardon 5/10/06
Snohomish County Executive Date
MARK SOINE
Deputy Executive



Superintendent 5-28-06
Date

APPROVED AS TO FORM ONLY:



Deputy Prosecuting Attorney 2/17/06
Date

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