

After recording return to:
Superintendent
Washougal School District
6855 Evergreen Way
Washougal, WA 98671

INTERLOCAL AGREEMENT

In accordance with the Interlocal Cooperation Act (RCW 39.34.080), RCW 28A (school district authority and powers) , and RCW 35 (city authority and powers) this Interlocal Agreement (Agreement) is entered into this 26th day of April, 2016, by the WASHOUGAL SCHOOL DISTRICT (the "District"), a Washington municipal corporation and the CITY OF WASHOUGAL (the "City"), a Washington municipal corporation, hereinafter collectively referred to as "the Parties."

RECITALS

- A. The Parties have been working in good faith regarding the scope and cost sharing of street improvements on Evergreen Way that the City is requiring as a condition of approval for District proposed improvements to its transportation facility, and to fulfill the requirements from the prior development of the District administrative office and ballfields, and have reached agreement on the project scope and cost sharing.
- B. As part of the proposed improvements to the transportation facility, the District is constructing a new staff parking lot. The parking lot is on the District's property adjacent to property the City is using for the ball fields. The Parties desire that the new parking lot be a joint use facility made available for use of City patrons utilizing the ballfields, for as long as the District's property is used as ballfields.
- C. The obligations being undertaken pursuant to this Agreement satisfy the Parties' obligation to share construction costs for future streets and sidewalks that serve the District property where the ballfields are located. Accordingly, this Agreement amends and replaces paragraph 4.c. in the Interlocal Agreement between the parties pertaining to the use of the District's property for ballfields, last executed and amended on June, 24, 2008.

AGREEMENT

The Parties, based on the above Recitals that are incorporated herein by reference, are entering into this Agreement for the purpose of sharing the responsibilities and costs to construct a parking lot and street improvements. The Parties agree as follows:

- 1) This Agreement shall be effective on [] and shall remain in effect until the earlier of the date the Parties complete their obligations

2) City and District Joint Obligations (Rights and Responsibilities)

- a. Evenly share all costs associated with the design and construction of the North portion (centerline to the north) of street and sidewalk improvements along Evergreen Way, extending from the future 45th Street to the East Boundary of Washougal School District Property ("the Street Improvements"). Tapering of proposed improvements to match existing improvements will require work west and east of these limits.
- b. Evenly share all costs associated with the design and construction of the staff parking lot associated with the Washougal School District Transportation Facility ("the Parking Lot").
- c. Jointly manage the Street Improvements and Parking Lot projects pursuant to the obligations described below.
- d. Jointly review and approve any modifications to the general project scope described in this Agreement, when such modifications are deemed necessary for the successful completion of the project, in accordance with City standards, or when otherwise mutually agreed.

3) City Obligations (Rights and Responsibilities)

The City will undertake the following at its sole cost (except for cost sharing as described in Section 2 of this agreement):

- a. Obtain the design for the Street Improvements. Street Improvements to consist of a modified 2-Lane Urban Collector as shown in the attached Exhibit "A" and a turn lane on east bound Evergreen into the District property sufficient for queuing of up to four full sized school busses.
- b. Prepare necessary public bid documents for the Street Improvements.
- c. Obtain necessary permits for the Street Improvements.
- d. Award contracts for the Street Improvements to the lowest responsible bidder in accordance with state law and pay construction costs.
- e. Monitor, inspect, approve and provide final acceptance for the Street Improvements in accordance with City standards and policies.
- f. Pay for all costs incurred with the South portion (centerline to the south) of the Street Improvements.
- g. Review and approve the design and specifications for the Parking Lot on a timely basis.
- h. Review and approve the construction of the Parking Lot on a timely basis.

4) District Obligations (Rights and Responsibilities)

The District will undertake the following at its sole cost (except for cost sharing as described in Section 2 of this agreement):

- a. Obtain the design for the Parking Lot.
- b. Prepare necessary public bid documents for the Parking Lot. The Parking Lot shall be in substantial conformance with the Final Site Plan approved by the City.
- c. Obtain necessary permits for the Parking Lot.
- d. Award contracts for the Parking Lot to the lowest responsible bidder in accordance with state law and pay the construction costs.
- e. Monitor, inspect, approve and provide final acceptance for the Parking Lot in accordance with District standards and policies.
- f. Review and approve the design and specifications for the Street Improvements on a timely basis.
- g. Review and approve the construction of the Street Improvements on a timely basis.
- h. Make the Parking Lot available for use by City patrons utilizing the Schmid ball fields, as long as the Parking Lot is not needed for District purposes and as long as the property where the ballfields are located is used for ballfields.
- i. Maintain the Parking Lot, unless other terms regarding maintenance are mutually agreed by the Parties. If City patron use creates the need for repairs or maintenance that exceeds what the District would typically provide due to the routine use of the Parking Lot for staff parking, the City and District will agree upon the appropriate cost sharing, and the City will pay the costs for the excess maintenance or the District's obligation will be deemed satisfied.

5) Assumptions

- a. The following general assumptions as identified for the Street Improvements and Parking Lot:
 - i. The existing cobra head lighting along Evergreen Way will be reviewed by the City to determine if it is sufficient to meet City standards and requirements. If adequate, the existing lighting will be maintained. Any necessary changes will be incorporated into the Street Improvements project.
 - ii. The City will endeavor to construct the Street Improvements project concurrently with the Washougal School District transportation project at 4855 Evergreen Way.
 - iii. The existing storm drainage facilities located on the north side of Evergreen Way will be reviewed and analyzed by the City to determine if they are adequate to serve the Street Improvements, pursuant to City standards. The City will endeavor to complete a design for the Street Improvements that collects associated storm water in catch basins to be piped to the existing

storm water facilities. Any necessary modifications will be incorporated into the Street Improvements project. The proposed detached sidewalk may be adjusted to allow for larger stormwater facilities necessary to meet treatment and detention requirements.

6) General Provisions

- a. **Indemnification and Hold Harmless.** The City shall indemnify, defend and save harmless the District, its elected officials, officers, employees and agents from any and all liability, loss, damage, expense, action and claims, including costs and reasonable attorneys fees, incurred by the District, its elected officers, employees and agents in defense thereof, asserting or arising directly on account of or out of the City's negligent or willful acts or omissions. The District shall indemnify, defend and save harmless the City, its elected officials, officers, employees and agents from any and all liability, loss, damage, expense, action and claims, including costs and reasonable attorneys fees, incurred by the City, its elected officers, employees and agents in defense thereof, asserting or arising directly on account of or out of the District's negligent or willful acts or omissions.
- b. **Dispute Resolution.** All disputes regarding the terms or requirements in this Agreement shall be discussed by the Mayor of the City of Washougal and the Superintendent of Washougal School District. The Mayor and Superintendent shall work together in good faith to resolve the dispute. In the event these officials cannot effect resolution the Parties shall first mediate the matter with a mutually-agreeable third party mediator and if unsuccessful, submit the matter to binding arbitration before an arbitrator mutually agreeable to both Parties.
- c. **No Third Party Beneficiary.** This Agreement is entered into by the District and City in their governmental capacities. Nothing in this Agreement is intended or shall be construed to create any third-party beneficiary or rights in any private person.
- d. **Integration Clause.** This Agreement constitutes the entire agreement between the Parties. Any prior written agreements and any written or oral communications between the Parties are superseded by this Agreement. Any amendments to this Agreement shall be in writing and signed by both Parties.
- e. **Severability.** If any portion of this Agreement is deemed to be null and void or unenforceable by a court of competent jurisdiction, such portion shall be severable and shall not affect any other provision of the balance of this Agreement which shall rein in full force and effect.
- f. **Waiver.** A waiver of any provision in this Agreement shall not be deemed a waiver of any other provision in this Agreement nor shall it prohibit the Parties from enforcing any other provision in this Agreement.

DATED this _____ day of May 2016.

Mayor of the City of Washougal

ATTEST:

Finance Director/ City Clerk

APPROVED AS TO FORM:

City Attorney

DATED this 26th day of April 2016.

President of the Washougal School District
Board of Directors

ATTEST:

Board Secretary

APPROVED AS TO FORM:

School District Attorney