

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF LA CENTER
AND THE LA CENTER SCHOOL DISTRICT
FOR STREET AND STORMWATER SYSTEM IMPROVEMENTS**

THIS IS AN INTERLOCAL AGREEMENT between the La Center School District, (“District”), and the City of La Center, (the “City”) for the redesign, construction, and dedication of a stormwater system and roadway improvements related to the 4th Street Road Improvement Project.

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

WHEREAS, the City and the District had coordinated for the construction of certain stormwater improvements as a part of the 4th Street Road Improvement Project (“Project”) and these improvements, as designed, impacted a large portion of a District play field; and

WHEREAS, the parties have reached an agreement to minimize the impacts to District property by modifying and dedicating to the City an existing District storm pond (District’s Pond) to serve the District and also the City’s Project; and

WHEREAS, this revised stormwater system adds to the costs of the Project, requires ongoing City maintenance, and requires the District’s dedication of an easement to the City; and

WHEREAS, the City and the District wish to set forth the terms and conditions of the construction and dedication of the revised stormwater system;

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performances contained herein, the parties agree as follows:

1. **PURPOSE.** The purpose of this Agreement is to provide for the redesign and construction of a District stormwater pond and the dedication of the facility and associated property to the City.
2. **RECITALS ADOPTED.** The recitals set forth above are hereby adopted as the factual basis for this Agreement.
3. **RESPONSIBILITIES OF PARTIES.**
 - 3.1. **Right of Way and Storm System Dedications.** The District shall dedicate to the City in perpetuity a portion of District property as set forth in Exhibit A, attached hereto and incorporated fully by this reference for public right of way and stormwater utility purposes for the construction and public use of 4th Street Project.
 - 3.1.1. These dedications shall be at no additional cost to the City except as provided herein.
 - 3.1.2. The District shall dedicate the right-of-way for the signal project within 5 days of the effective date of this Agreement.
 - 3.1.3. The District shall dedicate the right-of-way, permanent easement, temporary construction easements and temporary access easements for the 4th Street Project within 10 days of receiving the right-of-way and easement documents.

- 3.1.4. The dedication for street right of way shall be substantially in the form attached as Exhibit A.
 - 3.1.5. The dedication for the stormwater easement including the storm pond and the storm sewer lines shall be substantially in the form attached as Exhibit A.
 - 3.1.6. The Stormwater easement shall provide that the City will be responsible for all ownership, operation, and maintenance costs of the dedicated stormwater facilities consistent with the levels of service adopted by the City for similar facilities. The Stormwater Dedication shall also include the right of the District to continue to discharge its existing (2024) levels of stormwater into the dedicated stormwater pond. City Staff shall maintain the stormwater pond outside of school hours except in the event of an emergency requiring immediate action to preserve public health, safety or property.
 - 3.1.7. The parties agree that the legal descriptions for the Right of Way Dedication and the Stormwater Dedication may be revised by the Parties as may be agreed, to reflect any revised alignment required by this Agreement or the construction of the improvements.
 - 3.2. **Redesign Plans.** The City agrees to prepare revisions to the original plans for the 4th Street Road Improvement Project in order to upgrade the District's adjacent stormwater facility and redirect stormwater from the Project to that stormwater facility (Redesign Plans), generally as set forth in Exhibit B, attached hereto and incorporated fully by this reference.
 - 3.2.1. The City agrees to pay all costs associated with the Redesign Plans.
 - 3.2.2. The Redesign Plans shall provide for a facility of sufficient size to accommodate existing stormwater flows from District property and to also accommodate the Project stormwater requirements.
 - 3.3. **Temporary Easements.** The District hereby grants to the City temporary construction and access easements on, over, under, and above portions of District property as set forth in Exhibit A, for purposes of access to and construction of the Project, including the stormwater facility work.
 - 3.3.1. The temporary easements shall be at no additional cost to the City except as provided herein.
 - 3.3.2. The temporary easements shall automatically terminate at the final city approval of the Project or as specified in the easement documents.
 - 3.3.3. The City agrees to protect and restore the District Property, including the electronic reader board sign, to its original condition, excepting the constructed improvements.
 - 3.4. **Construction.** The City agrees to be responsible for the construction, inspection, and administration of the Project, including the construction of the stormwater drainage and stormwater facility in accordance with the Redesign Plans.
 - 3.5. **Final Acceptance.** The City shall promptly notify the District in writing when the Work set forth in the Redesign Plans has been completed and will provide District with inspection reports or other documentation. Within 15 days of such notification, the District will deliver to the City a written letter of acceptance to the City for the Work or provide a punch list of items needing correction. The City and District agree to work diligently and in good faith to resolve any issues relating to the Work so as not to delay the Project.
 4. **ADMINISTRATION.** The contract managers as designated by the District Superintendent and the Mayor shall administer this agreement.
 5. **TERM.** The term of this Agreement is from the last date executed below through the completion of each of the obligations set forth herein, but no later than December 31, 2027.
 6. **TERMINATION.** Either party may terminate this Agreement only if the other party is in default under this Agreement and fails to correct the default with a reasonable period of time upon notice of the

default. If this Agreement is terminated for default, the defaulting party shall reimburse the other party for all actual direct and related indirect expenses and costs incurred by other party, including costs to provide sufficient stormwater facilities to the non-defaulting party.

7. **INDEPENDENT CONTRACTOR.** Both Parties shall be deemed independent contractors for all purposes, and the employees of each Party and any of its contractors, subcontractors, consultants, and the employees thereof, shall not in any manner be deemed to be the employees of the other Party. Nothing in this Agreement shall make any employee of the District an employee of the City or any employee of the City an employee of the District for any purpose, including but not limited to, 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.
8. **HOLD HARMLESS/INDEMNIFICATION.** To the extent authorized by law, the District and the City shall indemnify and hold harmless one another and their employees, officers, contractors and agents, from and shall process and defend at their own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages (both to persons and/or property), or cost, of whatsoever kind or nature, brought against the one Party arising out of, in connection with, or incident to the other Party's performance or failure to perform any aspect of this Agreement, provided, that if such claims are caused by or result from the concurrent negligence of (a) the District and (b) the City, their respective employees, officers, contractors or agents, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the District or the City, and provided further, that nothing herein shall require the District or the City to hold harmless or defend the other or its employees, officers, contractors or agents from any claims arising from that Party's sole negligence or that of its employees, officers, contractors or agents. The terms of this section shall survive the termination of this Agreement.
9. **ATTORNEYS FEES AND COSTS.** The Parties shall bear their own costs of enforcing the rights and responsibilities under this Agreement.
10. **NO THIRD-PARTY BENEFICIARY.** The District and the City do not intend to assume any contractual obligations to anyone other than each other and do not intend that there be any third-party beneficiary to this Agreement.
11. **WAIVER.** No waiver by either Party of any term or condition of this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or different provision.
12. **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.
13. **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, except as provided in previous sections.
14. **DOCUMENT FILING.** The City shall cause a copy of this Agreement to be posted on their website pursuant to RCW 39.34.040.
15. **RATIFICATION.** Acts taken in conformity with this Agreement prior to its execution are hereby ratified and affirmed.

