

When recorded return to:
City of Tumwater
555 Israel Road SW
Tumwater, WA 98501

Tumwater School District No. 33
621 Linwood Avenue SW
Tumwater, WA 98512

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF TUMWATER AND TUMWATER SCHOOL
DISTRICT
FOR THE BARNES BOULEVARD AND RIDGEVIEW LOOP CROSSING
IMPROVEMENTS**

THIS AGREEMENT is made and entered into by the City of Tumwater, a State of Washington municipal corporation (“City”) and Tumwater School District No. 33, a State of Washington municipal corporation (“District”).

WHEREAS, RCW 39.34.010 permits local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and,

WHEREAS, pursuant to RCW 39.34.080, each party is authorized to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized by law to perform: provided, that such contract shall be authorized by the governing body of each party to the contract and shall set forth its purposes, powers, rights, objectives and responsibilities of the contracting parties; and

WHEREAS, the District approached the City to assess the feasibility of the District constructing pedestrian safety enhancements at an existing crosswalk in the vicinity of Tumwater Hill Elementary School; and

WHEREAS, the improvements the District proposed are included in the City’s Transportation Capital Facilities Plan to be constructed when grant funds are available; and

WHEREAS, the District and the City desire to coordinate efforts to construct these on-street improvements and facility enhancements located in the City in the area of Barnes Boulevard and Ridgeview Loop, herein referred to as the “Project” which will benefit the public; and,

WHEREAS, the District desires to support the City to advance the project and has agreed to provide funds equal to the grant funding amount the City planned to pursue to construct the Project; and,

WHEREAS, the City agrees to pay all costs in excess of the amount provided by the District in addition to managing the design and construction of the project; and,

WHEREAS, the governing bodies of each of the parties hereto have determined to enter into this Agreement as authorized and provided for by the Governmental Services Act, codified at Chapter 36.115 RCW, the Interlocal Cooperation Act, codified at Chapter 39.34 RCW, and other Washington law, as amended;

NOW, THEREFORE, in consideration of the benefits to accrue to each of the parties hereto from this coordination to improve pedestrian safety to the citizens of the City of Tumwater and Tumwater School District's safe walking routes to school, it is agreed by and between the City and the District as follows:

1. PURPOSE/OBJECTIVE. The purpose of this Agreement is to specify the duties and responsibilities of the City and District toward the completion of the Project.

2. SCOPE OF AGREEMENT.

A. The Project shall include construction of pedestrian improvements at the intersection of Barnes Boulevard and Ridgeview Loop. These improvements include adding a rectangular rapid flashing beacon crossing system, extending sidewalk, construction of a curb ramp, storm drainage improvements, and other work necessary to complete the Project. These improvements shall be in general conformance to those shown in Exhibit A, the Project.

3. RESPONSIBILITIES.

A. During the term of this Agreement, the responsibilities of the City shall be as follows:

i. The City shall provide staff and/or other resources as necessary to complete the design and construction engineering, cost estimation, permitting, bid document preparation, award, project inspection, and construction management oversight.

ii. The City shall provide funds for all costs in excess of those indicated as the responsibility of the District in this Agreement.

B. During the term of this Agreement, the responsibilities of the District shall be as follows:

i. District shall pay Ninety One Thousand and 00/100 Dollars (\$91,000.00) in support of construction costs for the Project. Payment shall be made by the District to the City upon completion of the Project and within 30 days of receipt of an invoice from the City.

4. OWNERSHIP.

The City shall be the owner of the constructed assets and shall be responsible for maintenance for their useful life.

5. TERM.

This Agreement shall take effect as of the date of filing or posting as required by RCW 39.34.040. The agreement shall remain in place until the Project has been completed and the obligations of both parties have been achieved but no later than December 31, 2023.

6. INDEMNIFICATION.

A. City Indemnification. The City agrees to hold harmless, defend and indemnify the District, its elected and appointed officials, employees, agents, and volunteers from any and all claims, demands, actions, liabilities and costs (including attorney fees) to or by any and all persons or entities, arising out of or in any way connected to the City's performance of this Agreement to the extent caused by the negligent acts, errors, or omissions of the City, its elected officials, commissioners, officers, employees, agents and volunteers.

B. District Indemnification. The District agrees to hold harmless, defend and indemnify the City, its elected and appointed officials, employees, agents, and volunteers from any and all claims, demands, actions, liabilities and costs (including attorney fees) to or by any and all persons or entities, arising out of or in any way connected to the District's performance of this Agreement to the extent caused by the negligent acts, errors or omissions of the District, its elected officials, commissioners, officers, employees, agents, and volunteers.

C. Survival. The provisions of this Indemnification Section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

7. GENERAL PROVISIONS.

A. Entire Agreement. This Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement and no prior agreements shall be effective for any purpose.

B. Filing. A copy of this Agreement shall be filed with the Tumwater City Clerk and recorded with the Thurston County Auditor and posted on each party's website.

C. Records. Both Parties shall maintain adequate records to document their performance of the obligations under this Agreement. Both parties shall have the right to review the other Party's records with regard to the subject matter of this Agreement upon reasonable notice. Such rights last for six (6) years from the date of permit issuance for each specific development subject to this Agreement.

D. Amendments. No provision of this Agreement may be amended or modified except by written agreement signed by the parties.

E. Severability. If one or more of the clauses of this Agreement is found to be unenforceable, illegal, or contrary to public policy, the Agreement will remain in full force and effect except for the clauses that are unenforceable, illegal, or contrary to public policy.

F. Assignment. Neither the City nor the District shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other party.

G. Successors in Interest. Subject to the foregoing Subsection, the rights and obligations of the Parties shall inure to the benefit of and be binding upon their respective successors in interest, heirs, and assigns.

H. Dispute Resolution. The Parties mutually agree to use a formal dispute resolution process such as mediation, through an agreed upon mediator and process, if agreement cannot be reached regarding interpretation or implementation of any provision of this Agreement. All costs for mediation services would be divided equally between the Parties. Each jurisdiction would be responsible for the costs of their own legal representation.

I. Attorney's Fees. In the event either of the Parties defaults on the performance of any terms of this Agreement or either Party places the enforcement of this Agreement in the hands of an attorney, or files a lawsuit, each Party shall pay all its own attorney's fees, costs and expenses.

J. No Waiver. Failure of either the District or the City to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default.

K. Applicable Law. Washington law shall govern the interpretation of this Agreement. Any lawsuit arising out of this Agreement shall be brought in the superior court of Thurston County.

L. Authority. Each individual executing this Agreement on behalf of the City and the District represents and warrants that such individuals are duly authorized to execute and deliver the Agreement on behalf of the City or the District.

M. Notices. Any notices required to be given by the Parties and so posted in the United States mail shall be deemed received three (3) days after the date of mailing.

N. Performance. Time is of the essence in the performance of this Agreement and each of its provisions.

O. Equal Opportunity to Draft. The Parties have participated and had an equal opportunity to participate in the drafting of this Agreement. No ambiguity shall be construed against any party upon a claim that that the other party drafted the ambiguous language.

*** Signatures on Following Page ***

IN WITNESS THEREOF, the Parties have executed this Agreement.

City of Tumwater:

Tumwater School District:

Debbie Sullivan Date
Mayor

Date

ATTEST:

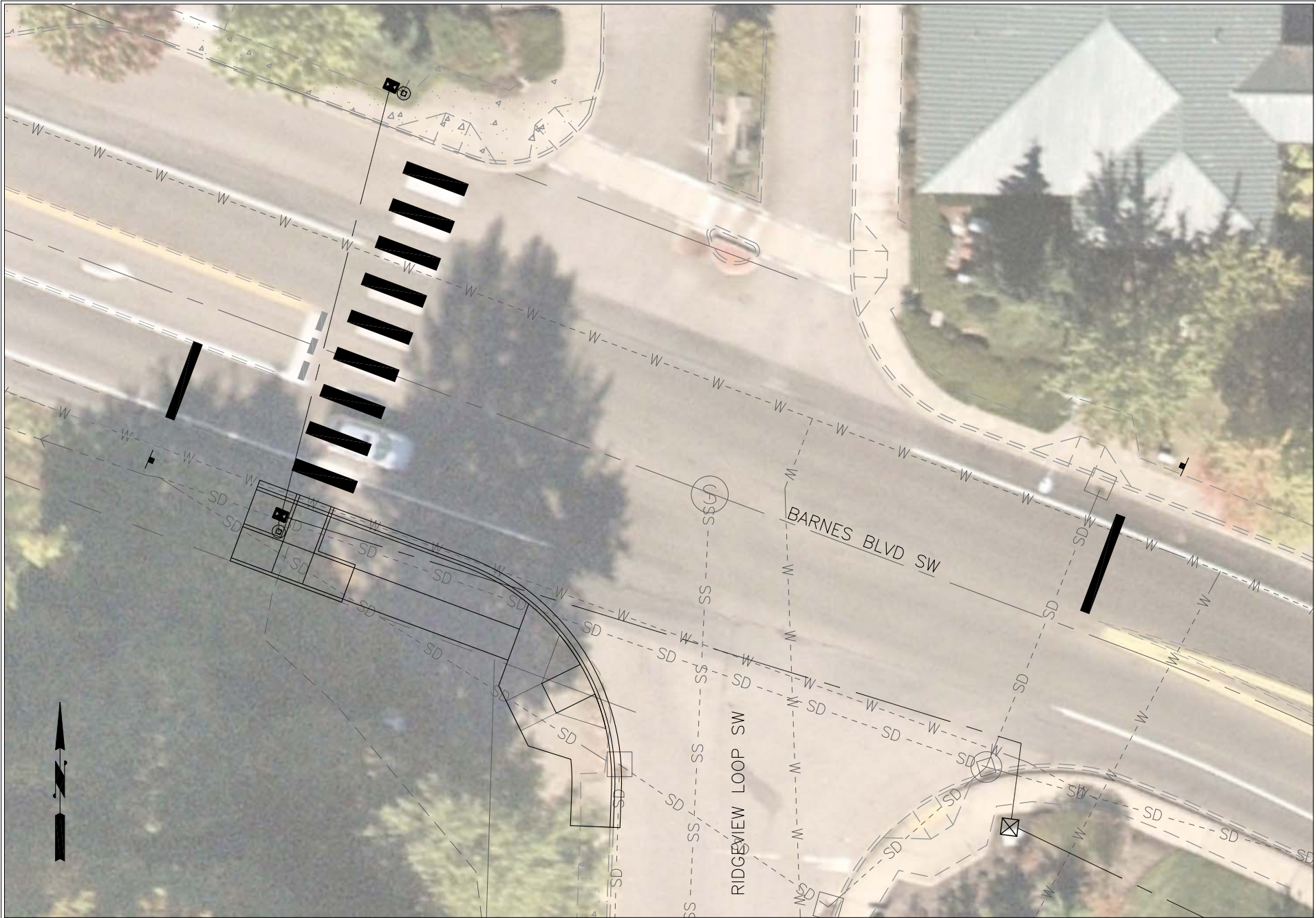
ATTEST:

Melody Valiant, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney



City of Tumwater
Transportation and
Engineering Department
555 Israel Road SW, Tumwater, WA 98501
(360) 754-4140 Voice, 754-4142 Fax

JOB NUMBER	
DATE	

DRAWING NUMBER
SHEET OF