

INTER-LOCAL COOPERATION AGREEMENT

THIS AGREEMENT made this day by and between the CITY OF CAMAS, a municipal corporation organized under the laws of the State of Washington, hereinafter referred to as "City", and CAMAS SCHOOL DISTRICT No. 117, a Washington school district, hereinafter referred to as "District",

In accordance with the Inter-Local Cooperation Act (RCW Chapter 39.34), City and District, in consideration of the covenants and agreements hereinafter mentioned, do covenant and agree as follows:

Section 1. PURPOSE: The purpose of this agreement is to provide for completion of certain driveway improvements to the Skyridge Middle School in conjunction with the Phase I improvements to Leadbetter Drive, a City Capital Improvement Project. The area in which said improvements are to be made is generally depicted in Exhibit "A".

Section 2. DURATION: This agreement shall be for an indefinite duration.

Section 3. ADMINISTRATION: No new or separate legal or administrative entity is created to administer the provisions of this agreement. The Leadbetter Drive Improvement Project shall be administered by City. The terms of this agreement relating specifically to the driveway improvements described herein shall be administered jointly by City and District, or by representatives as designated by the parties hereto.

Section 4. COMPETITIVE BIDDING: City shall advertise and solicit bids for the project in accordance with the competitive bidding laws applicable to City. City shall submit a separate bid schedule, shown herein as Schedule "B", relating to the driveway work as depicted in Schedule "A", herein to be included in the bid proposal for the Leadbetter Drive Improvement Project. District shall

have the opportunity to reject the bid for the driveway improvement any time prior to acceptance of the successful low bid by the City Council.

Section 5. FINANCING: District shall pay an inspection and administrative oversight fee to the City equal to three percent (3%) of the bid submitted by the successful contractor for the driveway work, less sales tax, if any.

Upon completion of the driveway work District shall reimburse City for those sums paid by City from the driveway bid schedule under a separate billing with payment within thirty (30) days therein.

In the event City incurs costs associated with materials and compaction testing and any other consultant services provided specifically to District for those construction items as listed in the District's bid schedule, the District shall reimburse City, on the condition that District is notified in advance of the potential expenditure of said sums and provides written approval of any unexpected work. Any amounts expended under this sub-paragraph shall be separately billed to District and paid within thirty (30) days.

In the event of any requested change orders related to the driveway work as described herein, City shall provide District with a written request noting an explanation of the change and a cost estimate. Prior to approval by City of any change order District shall provide written approval within thirty (30) days to proceed with reimbursement under separate billing to City for any additional work pursuant to said change order.

Section 6. PROJECT ADMINISTRATION: City shall be designated as the lead agency in reference to negotiating and obtaining of any contract for work on the project as described herein.

District shall have the right to be present at any bid opening, pre-construction conference, construction meetings and other scheduled meetings as relates to the driveway work. City shall notify District of scheduled meetings in advance.

Section 7. INDEMNIFICATION: City and District shall indemnify and hold harmless the other, its officers, agents, and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses and damage of any nature whatsoever, by reason of or arising out of any action or omission of the respective employees, officers and agents, in the execution and administration of this agreement.

Section 8. ACCESS: City, their employees, agents and contractors, shall have access to District property as depicted in Exhibit "A" for the sole purpose of complying with the terms of this Agreement.

Section 9. INSURANCE: City and District shall obtain and keep in full force and effect liability insurance protecting itself and its employees, officers and agents, and the party, its employees, officers and agents, for claims of any persons for injuries to life, person or property by reason of anything done or permitted to be done or suffered or admitted to be done by the parties in the administration of the project. If City withdraws from the Washington Cities Insurance Authority, that party shall deliver a certificate of insurance showing compliance with this section.

Section 10. ADDITIONAL INSURED: District shall be listed as an additional insured by the contractor as part of any contract mandating submission of an insurance certificate to City.

Section 11. LANDSCAPE MAINTENANCE: Upon completion of the driveway work as described herein, the sole responsibility for maintenance and repair of the work completed on

District property shall vest with District. City shall have no further responsibility thereof.

Section 12. TERMINATION: Each party shall have the right to terminate this entire agreement, with or without cause, upon thirty (30) days advance written notice to the other party. Such notice shall be sufficient if it is in writing and deposited in the United States mail, certified mail, return receipt requested, with postage fully prepaid and addressed to the parties at their last known addresses as follows:

City of Camas
P.O. Box 1055
Camas, WA 98607

Camas School District
841 NE 22nd Avenue
Camas, WA 98607

Upon termination, District shall be responsible for payment of all costs incurred for the driveway project up to the effective date of the termination, including but not limited to costs for labor, materials and equipment. The oversight and administrative fee payable to the City shall be based upon the amount actually expended by the District.

Section 13. EFFECTIVE DATE: This agreement shall be effective upon signing by the respective parties hereto.

DATED this 7th day of December, 2009.

CITY OF CAMAS

CAMAS SCHOOL DISTRICT

By: Paul De
Mayor

By: [Signature]
Superintendent

Attest: [Signature]
Clerk