

INTERLOCAL AGREEMENT

**CITY OF WEST RICHLAND
AND
RICHLAND SCHOOL DISTRICT No. 400**

PAUL KEITH WETLAND PATHWAY PROJECT

THIS AGREEMENT, dated this 20 day of April, 2016, by and between

**City of West Richland, Washington
Municipal Corporation
3801 W. Van Giesen
West Richland, Washington 99353**

Hereinafter referred to as the "City", and

**Richland School District No. 400
Public School District
615 Snow Avenue
Richland, Washington 99352**

Hereinafter referred to as the "District".

WHEREAS, the District is constructing a new middle school with related grounds and facilities at a thirty (30)-acre site at 3259 Belmont Blvd within the City of West Richland (hereinafter referred to as the "Site");and

WHEREAS, in the interest of public safety, the District and City both desire to design and construct a 10' wide asphalt pathway between Willowbend Street to Belmont Boulevard through the City's Paul Keith Wetland Park property; and

WHEREAS, pursuant to RCW Chapter 39.33 and RCW Chapter 39.34, the City and District are statutorily authorized to enter into an interlocal agreement for the purpose of the use of property and resources for public purposes; and

NOW, THEREFORE, in consideration of the mutual agreements and covenants herein contained, the City and District agree as follows:

Section 1. City shall be responsible for:

- 1) The preparation of plans, specifications, estimates and bid solicitation document. Pathway shall be designed as a ten foot wide asphalt pathway between Willowbend Street and Belmont Blvd through City's Paul Keith Wetland Park (approx.. pathway length of 2,600 feet).
- 2) Acquire necessary pathway easements from private property owners and record easement documents with the Benton County Auditor.
- 3) Obtain all necessary environmental permits to construct pathway.

- 4) Selection of a contractor in accordance with all state and local laws and bidding requirements.
- 5) Ensure that all work is performed in accordance with the project plans and specifications.
- 6) Ensure contractor complies with all provisions of the project contract and local and state rules, regulations and standards.
- 7) Ensure that said pathway is constructed and open to public use no later than July 1, 2017.
- 8) City shall accept ownership and all maintenance responsibilities of said pathway once constructed.
- 9) The engineer's estimate for the pathway project is approximately \$133,000. City shall be responsible for all pathway project's design, permitting, surveying, easement acquisition, and construction costs and misc. expenditures in excess of \$65,000.

Section 2. District shall be responsible for:

- 1) Review all specifications, plans, estimates, bid documents, and contract provisions in a timely manner.
- 2) Pay Sixty-five thousand dollars (\$65,000) directly to the City of West Richland within thirty (30) days of West Richland City Council's award of said pathway project for construction.

Section 3. Interlocal Cooperation Action Provisions

It is not intended that a separate legal entity shall be established either to conduct the cooperative undertakings. For the purpose of this Agreement, the City Mayor, or his/her designee, shall be responsible for the administration of the City's undertakings and the Superintendent or his/her designee shall be responsible for the administration of the District's undertakings hereunder.

Section 4. Indemnification

Each party shall defend, indemnify and hold the other harmless from any claims, damages, causes of action, or judgments arising from or as a direct result of the negligent or intentional acts of its agents, employees or officers.

Section 5. Applicable Law

This Agreement is made and entered into in the State of Washington and shall be governed by and construed and enforced in accordance with the substantive laws of the State of Washington. Should any dispute arise concerning the enforcement, breach or interpretation of this Agreement, venue shall be placed in Benton County, Washington, and the prevailing parties shall be entitled to its reasonable attorney fees and costs and additional judgments.

Section 6. Entire Agreement

This Agreement is the entire Agreement of the parties and may be changed, modified or amended only upon written agreement bearing the signatures of the authorized representatives of both the City and the District.

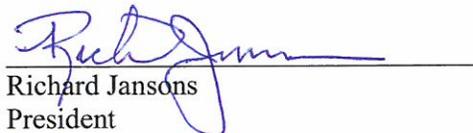
This Agreement shall be binding upon all successors, agents, representatives and assignees of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement in West Richland, Washington, the date and the first year written as provided in the Agreement.

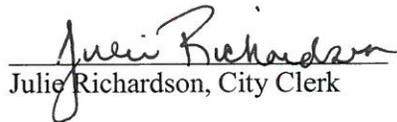
CITY OF WEST RICHLAND


Brent Gerry
Mayor

**RICHLAND SCHOOL DISTRICT
NO. 400**


Richard Jansons
President
Board of School Directors

ATTEST:


Julie Richardson, City Clerk

APPROVED AS TO FORM:


Bronson Brown, City Attorney

APPROVED AS TO FORM:


Galt Pettet, District Attorney