

**INTERLOCAL AGREEMENT BETWEEN
CITY OF AUBURN AND AUBURN SCHOOL DISTRICT
FOR CITY PROJECT NO. XXXX – 124TH AVENUE SOUTHEAST
IMPROVEMENTS AT MOUNTAIN VIEW HIGH SCHOOL**

THIS INTERLOCAL AGREEMENT (Agreement) made and entered into on this day of February, 2022, by and between the City of Auburn, a municipal corporation of the State of Washington, hereinafter referred to as “City” and, the Auburn School District, hereinafter referred to as the “District.”

WITNESSETH:

WHEREAS, the City and District have identified improvements to 124th Avenue SE intended to promote safety; and,

WHEREAS, the City is willing to design and construct the improvements as a City capital project; and,

WHEREAS, the District is willing to compensate the City for the City’s costs to design and construct the City capital project in an amount not to exceed the amount listed in Section 1 of this Agreement; and

WHEREAS, the City and the District are authorized to enter into this Agreement by RCW 39.34.030.

NOW THEREFORE in consideration of their mutual covenants, conditions and promises, **THE PARTIES HERETO DO HEREBY AGREE** as follows:

1. General

The City agrees to design and construct improvements to 124th Avenue SE including two flashing school zone beacons with signage (one facing northbound traffic and one facing southbound traffic) and curbing, median, and signage to restrict left turns from the Mountain View High School access driveway to southbound 124th Avenue SE (Project). The District shall reimburse the City a maximum amount of fifty thousand dollars and no cents (\$50,000.00), or 50% of the total Project cost, whichever is less.

The City will procure and administer contracts associated with completing the Project in accordance with the applicable requirements of local, state, and federal laws, including, but not limited to requirements of: prevailing wages, competitive bidding, Title VI non-discrimination, contractor bonding and payment retainage, and in accordance with the City of Auburn Design and Construction Standards.

2. Compensation and Payment.

The parties shall finance the Project reflected in this Agreement as follows: District agrees to reimburse the City actual direct and related indirect costs associated with performance

of the Project work in an amount not to exceed the amount listed in Section 1 of this Agreement. The City shall be solely responsible for all costs that exceed this amount, unless the Parties implement Section 4.

Upon completion of the Project, the City shall submit one inclusive first and final itemized invoice to the **District's representative, Cindi Blansfield, 915 Fourth Street NE, Auburn, WA, 98002**, for the City's actual direct and related indirect costs incurred associated with performance of the Project. The District shall provide payment in full within sixty (60) calendar days upon receipt of the itemized invoice. If the District objects to all or any portion of the invoice, the District shall notify the City within twenty (20) calendar days after receipt of the City's invoice. If only a portion of the invoice is disputed, the District agrees to pay the undisputed portion of the invoice. The Parties shall immediately make every effort to settle the disputed portion of the invoice.

Both parties have established and maintain an appropriate budget for the obligations in this Agreement as required by law.

3. Time for Performance and Term of Agreement.

The Term of this Agreement shall commence on the date hereof and shall terminate upon completion of the performance of the Project by the City or as otherwise provided in paragraph 15 of this Agreement.

4. Cost Increase.

Within ten (10) calendar days of the City becoming aware that the Project costs may exceed the amount listed in Section 1 of this Agreement, it shall notify the District in writing and mutually agree upon a course of action in execution of the Project.

5. Ownership and Use of Documents.

All documents, reports, memoranda, diagrams, sketches, plans, surveys, design calculations, working drawings and any other materials created or otherwise prepared by either party as part of its performance of this Agreement shall be owned by and become the property of that party, and may be used by that party for any purpose.

6. Records Inspection and Audit.

(a) The City shall maintain books, records, documents, correspondence and other evidence pertaining to the costs and expenses of the Project (hereinafter referred to collectively as "the records"), to the extent and in such detail as will properly reflect all costs, direct and operating, of labor, materials, equipment, supplies and services and other costs and expenses of whatever nature for which reimbursement shall be provided by the District. The books and records required under this Section shall be maintained in accordance with generally accepted accounting standards.

(b) The City shall retain the records and make them available for audit for a period of six (6) years after final payment is made by the District.

7. Continuation of Performance.

In the event that any dispute or conflict arises between the parties while this Contract is in effect, the parties agrees that, notwithstanding such dispute or conflict, the parties shall

continue to make a good faith effort to cooperate and continue work toward successful completion of assigned duties and responsibilities.

8. Administration of Agreement.

This Agreement shall be administered by the Auburn School District Business and Operations on behalf of the District, and by the Mayor of the City, or designee, on behalf of the City. Any written notices required by the terms of this Agreement shall be served on or mailed to the following addresses:

<u>City of Auburn</u> Auburn City Hall 25 West Main ATTN: Jacob Sweeting Auburn, WA 98001-4998 (253) 804-3118	<u>Auburn School District</u> Contact Name: Cindi Blansfield Title: Assoc. Supt., Business & Operations Address: 915 Fourth Street NE Auburn, WA 98002 Email: cblansfield@auburn.wednet.edu Phone: 253-931-4930
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9. Notices.

All notices or communications permitted or required to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered in person or deposited in the United States mail, postage prepaid, for mailing by certified mail, return receipt requested, and addressed, if to a party of this Agreement, to the address for the party set forth above, or if to a person not a party to this Agreement, to the address designated by a party to this Agreement in the foregoing manner.

Any party may change his, her or its address by giving notice in writing, stating his, her or its new address, to any other party, all pursuant to the procedure set forth in this section of the Agreement.

10. Insurance.

Each party shall maintain insurance in accordance with its policies.

11. Indemnification.

Each party shall indemnify, defend and hold harmless the other party and its officers, agents and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, including attorney fees, by any reason of or arising out of the act or omission of that party, its officers, agents, employees, or any of them relating to or arising out of the performance of this Agreement except for injuries and damages caused by the sole negligence of the indemnifying party. If a final judgment is rendered against the indemnified party, its officers, agents, employees and/or any of them, or jointly against the indemnifying party and the indemnified party and their respective officers, agents and employees, or any of them, the indemnifying party shall satisfy the same to the extent that such judgment was due to the indemnifying party's negligent acts or omissions.

12. Amendment, Modification or Waiver.

No amendment, modification or waiver of any condition, provision or term of this Agreement shall be valid or of any effect unless made in writing, signed by the party or parties to be bound, or such party's or parties' duly authorized representative(s) and specifying with particularity the nature and extent of such amendment, modification or waiver. Any waiver by any party of any default of the other party shall not effect or impair any right arising from any subsequent default.

13. Entire Agreement.

This Agreement contains the entire understanding of the parties hereto in respect to the transactions contemplated hereby and supersedes all prior agreements and understandings between the parties with respect to such subject matter.

14. Counterparts.

This Agreement may be executed in multiple counterparts, each of which shall be one and the same Agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

15. Termination.

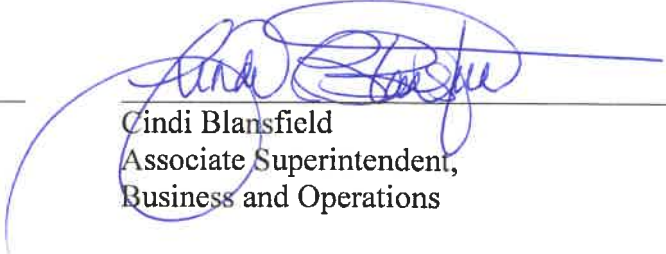
Neither the District or City may terminate this agreement without the written concurrence of the other party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed effective the day and year first set forth above.

CITY OF AUBURN

AUBURN SCHOOL DISTRICT

Nancy Backus
Mayor



Cindi Blansfield
Associate Superintendent,
Business and Operations

Attest:

Shawn Campbell, City Clerk

Approved as to form:

Kendra Comeau, City Attorney