

INTERLOCAL AGREEMENT BETWEEN THE CITY OF STEVENSON and STEVENSON-CARSON SCHOOL DISTRICT

FOR SUPPORT OF THE COMMUNITY POOL

THIS AGREEMENT dated January 1, 2017, is entered into between the **City of Stevenson**, a municipal corporation, hereinafter referred to as "CITY", and the **Stevenson-Carson School District**, a political subdivision of the State of Washington, hereinafter referred to as "SCHOOL DISTRICT" for City support of School District efforts to reopen the community pool.

WHEREAS, Washington Statute RCW 39.34 provide any power or powers, privileges or authority exercised or capable of exercise by a public agency of Washington may be exercised and enjoyed jointly with any public agency of Washington having the power or powers, privilege or authority, and jointly with any public agency of any other state and any two or more public agencies any enter agreements with one another for mutual cooperative action; and

WHEREAS, the parties hereto recognize the benefits of a community pool to area citizens, visitors, and the local economy; and

WHEREAS, the legislature has given the general authority for intergovernmental agreements by units of local government pursuant to the provisions of ORS 190.010, 190.110, 190.420 and RCW 38.52 and RCW 39.34; and

WHEREAS, the School District has requested local governmental agencies form partnerships with the School District to assist with reopening the community pool (owned by the School District); and

WHEREAS, the City has budgeted \$40,000 in the 2017 General Fund expenditure budget for support of the community pool and start-up costs,

NOW, THEREFORE, BE IT RESOLVED, that the City and the School District through this interlocal agreement pursuant to RCW 39.34.080 shall act in consideration of the terms and conditions set forth below:

- 1. Performance. School District will oversee and manage efforts to reopen and operate the community pool (owned by the School District) including but not limited to:
 - a. Fundraising and Partnerships: School District will request pool support funding from other local governmental agencies including but not limited to: The Stevenson-Carson School District, Skamania County, the Port of Skamania County, the Skamania County Economic Development Council, North Bonneville, and the Washington Investment Board.
 - b. Financial projections and budget preparation: Prepare detailed revenue and expenditure projections and budgets for successful financial operation of the Stevenson Community Pool.
 - c. Scheduling – Design a proposed pool operating schedule taking into account the various school and community groups that will want use of the pool.
 - d. Pricing – Design pricing schedules including rates for children, senior citizens, and families.

- e. Oversee a pool inspection by a certified pool professional and any corrective or preventive maintenance work necessary to correct any deficiencies to return the pool to operational status.
 - f. Develop staffing schedules.
 - g. Hire and train staff for pool operations.
2. Completion. School District will provide the services to be performed under this agreement on or before December 31, 2017.
3. Payment.
- a. The City will reimburse the School District up to \$40,000 for services performed under this agreement subject to the terms and conditions specified herein.
 - b. City will make no payments until the School District has received contracts or pledges for contributions from Stevenson-Carson School District and Skamania County. Maximum amount to be paid by City is the lesser of:
 - i) \$40,000
 - ii) The amount contracted or pledged by Stevenson-Carson School District
 - iii) The amount contracted or pledged by Skamania County
 - c. Payments will be made monthly, net 30 days, on a reimbursement basis only, and following submittal of invoices to the City. The maximum payment due for any one month shall be Three Thousand Three Hundred Thirty-Three Dollars and 33 cents (\$3,333.33). Amounts not claimed in any month may be carried forward and requested in subsequent months.
 - d. Final invoice for this agreement must be received by the City on or before January 12, 2018. Invoices received after this date will not be paid.
4. Default. Upon default by either party of any of the terms of this agreement, the non-defaulting party may terminate the agreement after written notice to the defaulting party identifying the default. Failure by the non-defaulting party to exercise the right to terminate or take any action upon default shall not constitute a waiver of any rights of the non-defaulting party hereunder and shall not excuse any such default. However, upon default and termination, the non-defaulting party is excused from further performance hereunder.
5. Termination. This agreement may be terminated by either party giving the other party written notice of its intent to terminate at least thirty (30) days prior to the effective date of termination. Reimbursement for work completed prior to the effective date of termination shall be made in accordance with the terms of this agreement.
6. Financial Records. School District shall maintain financial records of all transactions related to this agreement for six years after contract completion. The financial records shall be made available at all times for auditing by any City, State of Washington or federal auditors.
7. Status of School District. It is hereby understood, agreed and declared that School District is an independent contractor and not the agent or employee of City and that no liability shall attach to City by reason of entering into this agreement, except as may be provided herein.

8. Insurance and Liability. School District shall indemnify and save harmless City from any and all liability arising hereunder, including costs, damages, expenses and legal fees incurred by City in connection therewith, for injury (including death) to persons or damage to or loss of property (including equipment) caused by or arising out of the work performed under this agreement.

School District further agrees, and has specifically negotiated, to waive its immunity under the State Industrial Insurance Act (RCW Title 51) and to indemnify and hold the City harmless from any claims made against the City by School District employees, agents, contractors, subcontractors or other representatives.

9. Assignment. This agreement shall not be transferred, assigned, or sublet by either party without prior written consent of the other party.
10. Completeness of Agreement and Modification. This document contains all of the terms and conditions of this agreement, and any alterations or variation of the terms of this agreement shall be invalid unless made in writing and signed by both of the parties hereto. There are no other understandings, representations, or agreements, written or oral, not incorporated herein.
11. Equal Opportunity and Compliance with Laws. School District shall not discriminate against any employee employed under this agreement because of race, color, religion, age, sex or national origin. Further, School District shall comply with all local, state and federal laws and regulations in all aspects of fulfilling this agreement.
12. Governing Law and Venue. The laws of the State of Washington shall govern the construction of this agreement and any dispute arising hereunder. The parties agree that the Superior Court of Skamania County shall be the venue for any litigation brought in relation to this agreement.
13. Costs and Attorney Fees. If either party shall be in default under this contract, the non-defaulting party shall have the right, at the defaulting party's expense, to retain an attorney to make any demand, enforce any remedy, or otherwise protect or enforce its rights under this contract. The defaulting party hereby promises to pay all costs and expenses so incurred by the non-defaulting party, including, without limitation, reasonable attorneys' costs and fees. The failure of the defaulting party to promptly pay the same shall constitute a further and additional default. In the event either party hereto institutes, defends, or is involved with any action to enforce the provisions of this contract, the prevailing party in such action shall be entitled to reimbursement by the losing party for its court costs and reasonable attorney costs and fees at trial and on appeal.
14. Certification of Authority. The undersigned certify that the persons executing this agreement on behalf of City and School District have legal authority to enter into this agreement on behalf of City and School District respectively and have full authority to bind City and School District in a valid Agreement on the terms herein.
15. Interlocal Cooperation Act Statement. This is an interlocal agreement pursuant to RCW Ch. 39.34 and the parties make the following RCW 39.34.030 representations:
 - a. Duration. The term of this agreement is January 1, 2017 to December 31, 2017.
 - b. Organization. No new entity will be created to administer this agreement.
 - c. Purpose. The purpose is to support efforts by the School District to reopen and operate the community pool.

- d. Manner of Financing. The parties intend to finance this agreement through cash appropriations as set forth in their annual budgets.
- e. Termination of Agreement. The parties shall have the right to terminate this agreement as provided in Section 5, above.
- f. Other. All terms are covered by this Agreement. No additional terms are contemplated.
- g. Selection of Administrator. The Stevenson City Administrator shall be the Administrator for this Interlocal Agreement.
- h. Filing. Prior to its entry into force, this agreement shall be filed with the Skamania County Auditor or, alternatively, listed by subject on a public agency's web site or other electronically retrievable public source.

IN WITNESS WHEREOF, as duly authorized by the elected officials of each agency in regular session, the parties hereto have executed this agreement as of the date first set forth above.

STEVENSON-CARSON SCHOOL DISTRICT:

Karen Douglass, Superintendent

CITY OF STEVENSON:

Frank Cox, Mayor

ATTEST:

Nick Hogan, City Clerk

APPROVED AS TO FORM:

Kenneth B Woodrich, PC
City Attorney