

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF KELSO  
AND KELSO SCHOOL DISTRICT FOR REIMBURSEMENT OF CERTAIN  
SAFE ROUTES TO SCHOOLS ROAD SAFETY IMPROVEMENTS**

THIS IS AN INTERLOCAL AGREEMENT for the payment of certain matching funds towards the construction of the Huntington Middle School Safety 2021 project, a Safe Routes to School Project (the SRTS Project) for safety improvements near Huntington Middle School ("HMS") entered into under the authority of the Interlocal Cooperation Act, Chapter 39.34 RCW, between the Kelso School District, ("District"), and the City of Kelso, (the "City").

WHEREAS, pursuant to Chapter 39.34 RCW (Interlocal Cooperation Act), one or more public entities may contract with one another to perform government functions or services which each is by law authorized to perform; and

WHEREAS, the City is constructing certain bike and pedestrian safety features that will benefit students at HMS, namely sidewalks, crosswalk flashers, pedestrian scale lighting at the mid-block crosswalks on N. Kelso Av., radar speed signs, and pavement markings, funded in part by a WSDOT Safe Routes to Schools grant which is scheduled for construction in the summer of 2022; and

WHEREAS, the District has agreed to provide a \$60,000 project match during the application process resulting in additional scoring points that assisted Kelso in becoming a grant recipient; and

WHEREAS, the City is obligated to construct the SRTS Project pursuant to the terms of the grant; and.

NOW, THEREFORE, pursuant to Chapter 39.34 RCW and in consideration of the terms, conditions, covenants, and performances contained herein, the parties agree as follows:

1. **PURPOSE.** The purpose of this Agreement is to provide for District to reimburse the City for a portion of the construction costs of the SRTS Project upon its completion in accordance with the assurances made pursuant to the SRTS grant application.
2. **RECITALS ADOPTED.** The recitals set forth above are hereby adopted as the factual basis for this Agreement.
3. **RESPONSIBILITIES OF PARTIES.**
  - 3.1. The District agrees to provide a one time lump sum grant match reimbursement payment of \$60,000 to the City upon 30 days written notice for payment in accordance with the conditions of this agreement.
  - 3.2. The City will not request payment until after substantial completion of the SRTS Project ; if for any reason, the City chooses not to complete the SRTS project, the payment requirement of paragraph 3.1 shall not have any effect.
  - 3.3. The City agrees to comply with all public works laws and WSDOT SRTS grant requirements in its performance of the work for the SRTS Project.
4. **TERM.** The term of this Agreement is from the last date executed below through the completion of each of the obligations set forth herein.

5. **TERMINATION.** Either party may terminate this Agreement only if the City determines not to proceed with the SRTS Project or if the other party is in default under this Agreement and fails to correct the default with a reasonable period of time upon notice of the default.
6. **INDEPENDENT CONTRACTOR.** Both Parties shall be deemed independent contractors for all purposes, and the employees of each Party and any of its contractors, subcontractors, consultants, and the employees thereof, shall not in any manner be deemed to be the employees of the other Party. Nothing in this Agreement shall make any employee of the District an employee of the City or any employee of the City an employee of the District for any purpose, including but not limited to, withholding of taxes, payment of benefits, workers' compensation pursuant to Title 51 RCW, or any other rights or privileges accorded their respective employees by virtue of their employment.
7. **HOLD HARMLESS/INDEMNIFICATION.** To the extent authorized by law, the District and the City shall indemnify and hold harmless one another and their employees, officers, contractors and agents, from and shall process and defend at their own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages (both to persons and/or property), or cost, of whatsoever kind or nature, brought against the one Party arising out of, in connection with, or incident to the other Party's performance or failure to perform any aspect of this Agreement, provided, that if such claims are caused by or result from the concurrent negligence of (a) the District and (b) the City, their respective employees, officers, contractors or agents, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the District or the City, and provided further, that nothing herein shall require the District or the City to hold harmless or defend the other or its employees, officers, contractors or agents from any claims arising from that Party's sole negligence or that of its employees, officers, contractors or agents. The terms of this section shall survive the termination of this Agreement.
8. **ATTORNEYS FEES AND COSTS.** The Parties shall bear their own costs of enforcing the rights and responsibilities under this Agreement.
9. **NO THIRD-PARTY BENEFICIARY.** The District and the City do not intend to assume any contractual obligations to anyone other than each other and do not intend that there be any third-party beneficiary to this Agreement.
10. **WAIVER.** No waiver by either Party of any term or condition of this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or different provision.
11. **ENTIRE AGREEMENT.** This Agreement contains all of the agreements of the Parties with respect to the subject matter covered or mentioned therein, and no prior Agreements shall be effective to the contrary.
12. **AMENDMENT.** The provisions of this Agreement may be amended with the mutual consent of the Parties. No additions to, or alterations of, the terms of this Agreement shall be valid unless made in writing and formally approved and executed by the duly authorized agents of both Parties, except as provided in previous sections.
13. **DOCUMENT FILING.** The City shall cause a copy of this Agreement to be posted on the City website pursuant to RCW 39.34.040.
14. **RATIFICATION.** Acts taken in conformity with this Agreement prior to its execution are hereby ratified and affirmed.

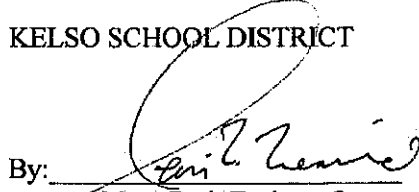
15. SEVERABILITY. If any section or part of this Agreement is held by a court to be invalid, such action shall not affect the validity of any other part of this Agreement.

IN WITNESS WHEREOF, the District and the City have caused this Agreement to be executed in their respective names by their duly authorized officers and have caused this Agreement to be dated as of the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

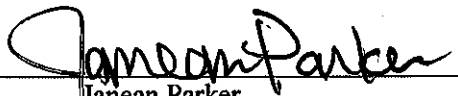
CITY OF KELSO, a municipal corporation

By:   
Andrew Hamilton  
City Manager 9/24/21


KELSO SCHOOL DISTRICT

By:   
~~Mary Beth Tack~~ ~~Scott Westlund~~  
Superintendent CFO

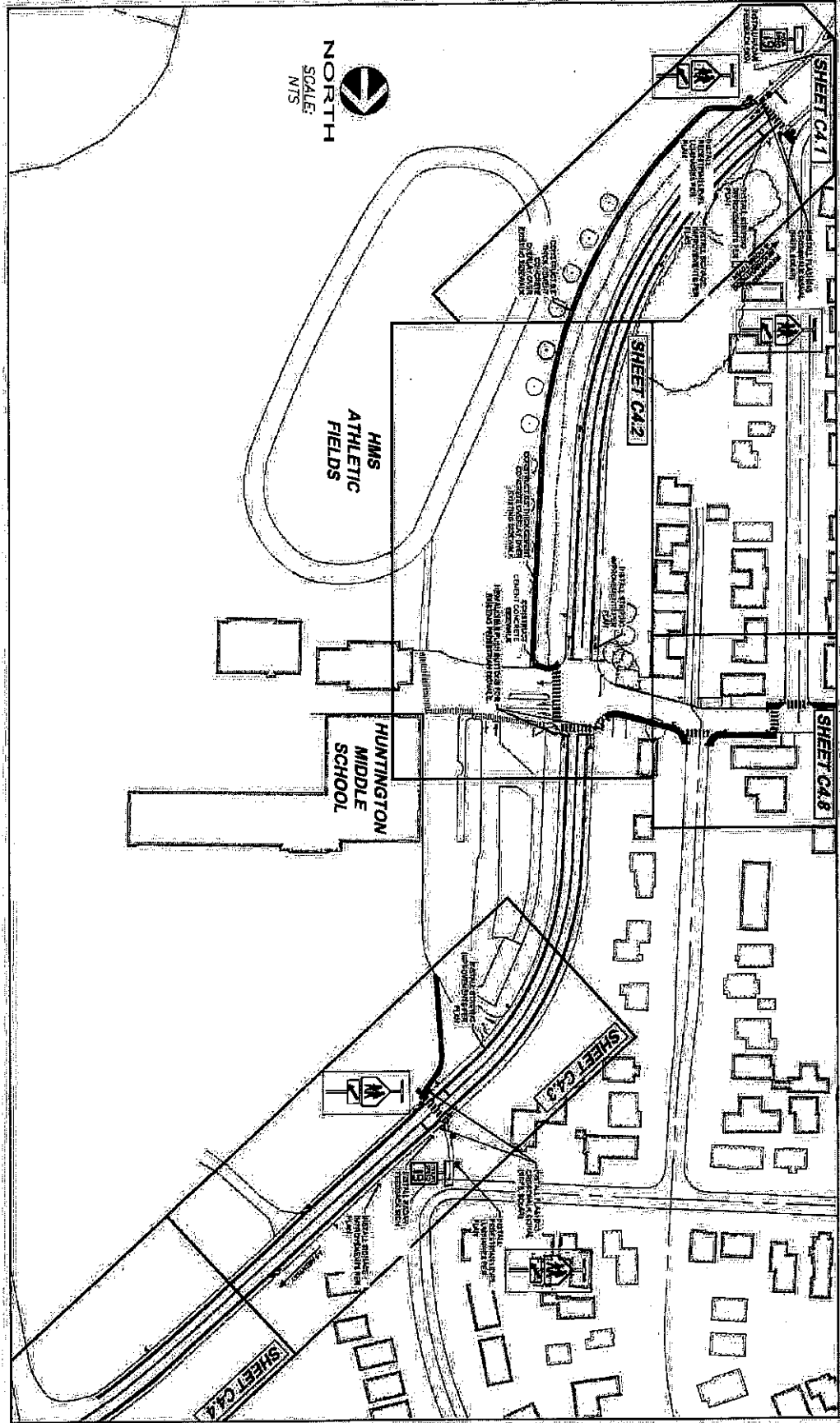
Approved as to form:

  
Janean Parker  
City Attorney

Attest:

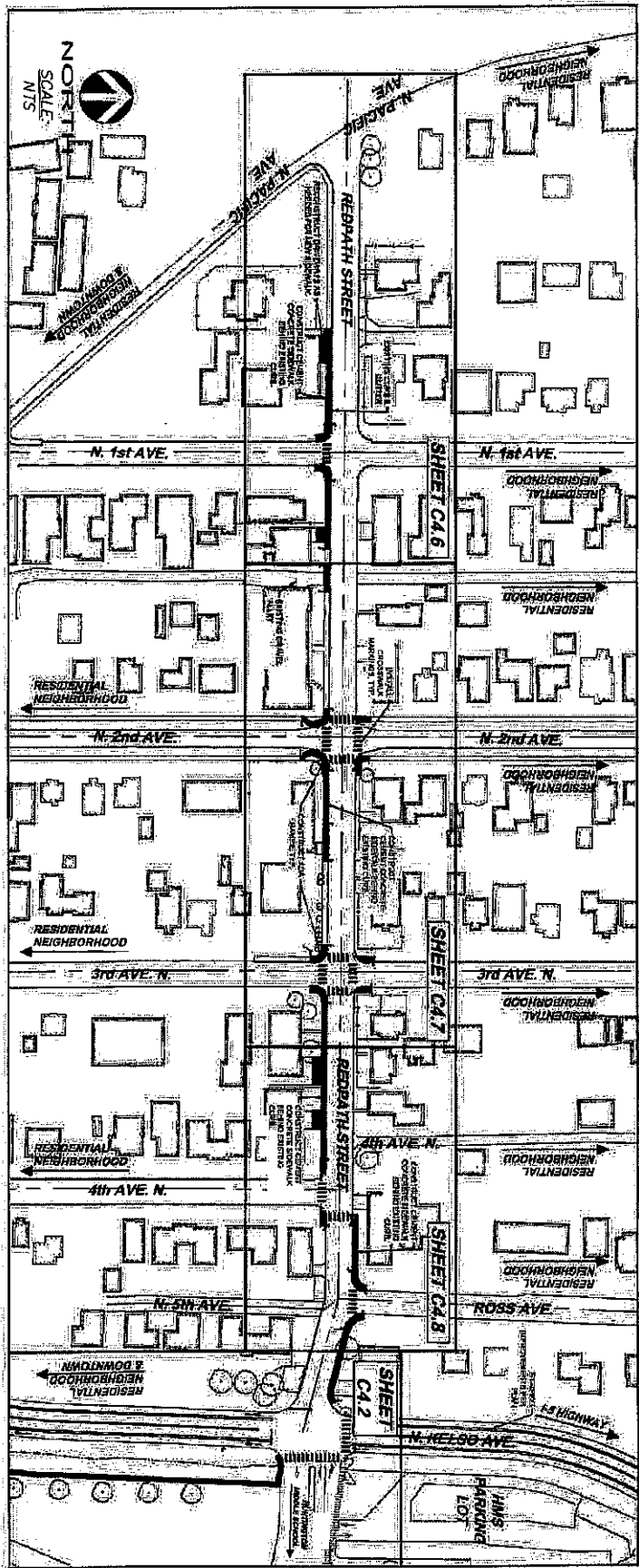
  
Brian Butterfield  
City Clerk

ATTACHMENTS: maps



NORTH  
SCALE:  
1/8" = 1'-0"

SHEET NO: <b>C4.0</b> 13 OF 21	NORTH KELSO AVENUE AND REDPATH STREET GRANT APPLICATION	SHEET NO: <b>581306</b>	CITY OF KELSO 203 S PACIFIC P.O. BOX 819 KELSO, WA 98626	
	NORTH KELSO AVENUE - OVERALL PLAN			
DATE: _____ REVISION: _____ APPR: _____		PROJECT NO.: _____		



C4.5  
18 OF 21

**NORTH KELSO AVENUE AND REDPATH STREET  
GRANT APPLICATION**

**REDPATH STREET - OVERALL PLAN**

DATE	REVISION

**CITY OF KELSO**  
203 S PACIFIC  
P.O. BOX 819  
KELSO, WA 98626

