

INTERLOCAL AGREEMENT

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 political subdivision organized under the laws of the State of Washington, hereinafter referred to as “School District”.

RECITALS:

WHEREAS, RCW Chapter 39.34, the Interlocal Cooperation Action, provides that units of local government may enter into agreements for the performance of any and all functions and activities that a party to the Agreement, its officers, or agents have authority to perform; and

WHEREAS, the City intends to construct sewer system improvements identified in the City’s Capital Facilities Plan across an area identified as the North Shore (previously known as the North Urban Growth Area), known as the North Shore Sewer Transmission System (NS-STS) Improvements; and

WHEREAS, the City has issued water and sewer revenue bonds to finance design and construction of the NS-STS improvements; and

WHEREAS, the School District has acquired certain real property situated within the North Shore to be developed into a school site which adjoins the NS-STS Improvements; and

WHEREAS, the School District will be required to design and construct certain Water System Improvements to serve the school site in accordance with the City’s Water System Plan and development standards; and Fiber Conduit Improvements to provide for phone and data; and

WHEREAS, the City and School District recognize that financial contributions and other

collaborative efforts would be in the best interest of the City and the School District to provide the improvements as described herein; and

WHEREAS, the parties desire to enter into an agreement to delineate their respective obligations for the joint future development of the NS-STS improvements and Water System Improvements and Fiber Conduit Improvements to serve the school site (jointly called “The Project”) as described herein.

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein, the parties named below agree as follows:

Section 1. PARTIES: The City and the School District, each constituting the public agency as defined by RCW Chapter 39.34, are parties to this Agreement and mutually promise to the terms and conditions described herein.

Section 2. PURPOSE: The purpose of this Agreement is to establish a process by which the School District will financially contribute towards The Project, specifically for the design, permitting, and construction costs associated with completion of the Water System Improvements and Fiber Conduit Improvements to serve the school site, and to outline the respective responsibilities of each party for The Project completion and timing.

Section 3. LEAD AGENCY DESIGNATION: No new or separate legal or administrative entity is created by this Agreement. For the purposes of the administration of funds received, the City, by and through the Camas City Finance Director, will act as the lead agency regarding management of design, permitting and construction, and will receive and disburse all funds otherwise associated with the Project as defined herein. The City will provide

the School District every opportunity to participate in all discussions, meetings and design and construction decisions related to the water system improvements portion of the project.

Administration of any bond proceeds shall be conducted as outlined in the respective bond contracts.

Section 4. **CONSTRUCTION:** The anticipated schedule for completion of The Project includes completing design in the first quarter of 2017 and completing construction in summer 2018. The City will use its best efforts to meet the anticipated schedule. The School District understands and agrees the City cannot guarantee meeting the anticipated schedule due in part to unknown permitting requirements and the potential for unanticipated construction delays. The City and the School District will work in good faith to expedite The Project, provide adequate notice to the other party of any anticipated delay factors, and work through any unforeseen delays in an expedited manner. This Agreement is solely for the benefit of the parties and does not confer rights to any other individual or person. Neither party shall hold the other liable for delays to the Project which may impact individual commitments to others not subject to this Interlocal Agreement.

Section 5. **FINANCING:** The respective costs and cost share of the Project shall be as outlined in Exhibit "A", attached hereto and by this reference incorporated herein, which includes estimated costs for Pre-Design, Final Design and Permitting, Construction and Construction Management Services. The City, acting as the Lead Agency, shall administer the contracts to complete The Project and be responsible for processing and paying all invoices and fees for services rendered by consultants, contractors and other agencies. Once payments are

made by the City, the City will submit invoices to the School District, who shall have 15 days to submit payment to the City. If payment is not received within 30 days, the City's standard late charges and fees may be applied at the discretion of the City.

Section 6. UTILITY TAXES. The parties recognize that the Project is being developed to provide water supply to the parties. Nothing contained within this Agreement shall relieve any party from utility taxes which may otherwise be owed.

Section 7. TERMINATION: This agreement shall terminate upon the occurrence of any of the following, whichever is sooner: (1) Upon completion of the Project; or (2) Upon 180 days' advance written notice of any party to this Agreement, on the following conditions relating to any voluntary termination: Prior to any such termination, the City and School District, through their respective representatives, will propose for approval by the governing bodies of each party a plan to wind up the Project affairs, and provide for a final allocation of invoices and fees as set forth in Section 5 herein.

Section 8. INSPECTION OF RECORDS: Any duly authorized representative of the parties shall have the right to inspect the records related to the Project as defined in the Purpose section of this Agreement upon ten days prior written notice.

Section 9. MODIFICATION: This Agreement may only be modified or amended by written amendment and modification approved by each of the parties to this Agreement.

Section 10. INDEMNIFICATION: To the maximum extent permitted by law, Camas and the School District indemnify and hold harmless the other party and all of its officers, officials, employees, and volunteers from any and all claims, demands, injuries, losses, suits,

actions, fines, penalties, and liability of any kind, including attorney fees, to the extent they arise out of or are related to the performance of this Agreement by the indemnifying party or its officers, officials, employees, volunteers, agents, representatives, consultants, contractors, or subcontractors. This indemnity is not limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the indemnifying party under workers' compensation acts, disability benefit acts, or other employee benefit acts. This indemnity is specifically and expressly intended to constitute a waiver of the indemnifying party's immunity under Washington Industrial Insurance (Title 51 RCW) with respect to only the other party, and only to the extent allowable by law and necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnifying party's employees. This waiver has been mutually negotiated. The provisions of this Subsection survive the expiration or termination of this Agreement.

Section 11. **FORCE MAJEURE.** If a party is rendered unable by Force Majeure, to carry out, in whole or part, its obligations under this Agreement and such party gives notice and full details of the event to the other party as soon as practicable after such occurrence, the obligations of the party affected by the event (other than the obligation to make payments due for performance prior to the event) shall be suspended to the extent required. Under this Agreement, "force majeure" shall mean acts of God, wars, strikes, lockouts, labor disputes, civil disorder, acts of terrorism, fires, floods, volcanic eruptions, earthquakes or other causes beyond the reasonable control of the affected party.

Section 12. **EFFECTIVE DATE:** This Agreement shall become effective and

commence upon the execution of the Agreement by all parties named below.

Section 13. DISPUTE RESOLUTION:

13.1 Negotiations. The parties agree to make all reasonable efforts to resolve through informal, good faith negotiations any disputes concerning the terms and conditions or performance of this Agreement. In the event of a dispute, including a claimed breach of this Agreement, notice of the dispute shall be provided in writing and shall be delivered in the manner set forth in Section 16. The notice shall set forth with reasonable specificity the factual basis for the claimed dispute. Both parties shall jointly cooperate to informally resolve any disputes as quickly and efficiently as possible, but in any event not more than sixty (60) days from the date of the notice unless extended by mutual agreement of the parties.

13.2 Voluntary Mediation. If a dispute cannot be resolved through direct discussions, mediation may, by mutual consent, be initiated. In the event the parties determine to initiate mediation, a mutually acceptable mediator shall be selected by the parties for the purpose of facilitating the mediation process. The mediator shall be selected based on his or her expertise with the nature of the matter in dispute and their ability to facilitate a settlement. The parties agree to provide all documentation and information requested by the mediator and in all other regards to cooperate fully with the mediator. The costs of mediation shall be shared equally between the parties.

13.3 Arbitration. In the event the dispute is not resolved in mediation, the dispute shall be resolved by arbitration pursuant to the Clark County Local Rules for mandatory arbitration, PROVIDED, the Local Rules regarding jurisdiction limits shall not apply, or by other means

provided the parties to the dispute agree. In the event of a dispute, the prevailing party would be entitled to receive attorney's fees.

Section 14. PRIOR AGREEMENTS: This document contains the entire agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained herein. This contract shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties.

Section 15. INSURANCE: Each party 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 the City withdraws from the Washington Cities Insurance Authority, the City shall deliver a certificate of insurance showing compliance with this section.

Section 16. NOTICES: All notices required by this Agreement must be in writing by hand delivery or certified mail, return receipt requested.

If to the City, notice must be sent to:

City Administrator
City of Camas
616 NE 4th Avenue
Camas, WA 98607

If to the School District, notice must be sent to:

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

Notice is considered given upon delivery or, if mailed, upon the earlier of actual receipt or three (3) business days after the date of mailing.

Section 17. SEVERABILITY: All provisions of this Agreement are to be interpreted independently. If a provision is determined illegal, void and/or unenforceable by a court of law having jurisdiction in this matter, all other provisions of this Agreement remain in full force and effect and shall be binding upon the parties.

Section 18. COUNTERPARTS: For the convenience of the parties, this Agreement may be executed in counterparts.

Section 19. GOVERNING LAW: This Agreement shall be governed and interpreted under the laws of the State of Washington.

Section 20. FILING: This Interlocal Agreement shall be filed and recorded with the Clark County Auditor and the parties to this Agreement shall post the Agreement on their official website in accordance with RCW 39.34.040.

DATED this _____ day of _____, 2016.

CITY OF CAMAS

By: _____
Mayor

Attest: _____
Clerk

CAMAS SCHOOL DISTRICT NO. 117

By: _____
Superintendent

Technical Memorandum - Appendix A



700 Washington Street
 Suite 401
 Vancouver, WA 98660
 Phone (360) 737-9613
 Fax (360) 737-9651

To: Sam Adams, Steve Wall - City of Camas
From: Tim Kraft
Prepared By: Tim Kraft
Date: May 10th, 2016
Subject: North Shore-STS: Cost sharing with Camas School District
Project No.: 17628

The Camas School District (District) intends to build a new school near the intersection of NE 9th Street and NE 232nd Avenue. In order to serve this new school with water and telecommunication services, the District will install a new 12-inch waterline and fiber optic line in NE Leadbetter Road. To combine efforts and resources, these will be designed and constructed with the North Shore Sewer Transmission System and the District will enter into an agreement with the City of Camas to participate in cost-sharing for design and construction of the waterline and fiber optic line.

This document describes the process for estimating cost-sharing of the preliminary design, final design, and construction management tasks for the North Shore STS project. A summary of the costs splits is shown in Table 1.

Table 1: Cost Sharing Summary			
	Total Fee	City Portion	District Portion
Preliminary Design	\$1,089,774	\$1,004,668	\$85,106
Final Design	\$1,472,783	\$1,333,873	\$138,910
Construction Management/Staking/DSC	\$1,625,598	\$1,351,280	\$274,318
Total	\$4,188,155	\$3,689,821	\$498,334

Preliminary design and final design contract values were used to determine cost sharing for those tasks. As a scope and fee has not yet been prepared for construction management, staking and design services during construction (DSC), these fees were estimated as 12 percent of the estimated construction cost. This was used for the cost sharing for that task.

Cost Sharing Methodology

The District's waterline is approximately 9,907 feet in length, and the city's sewer line is 24,675 feet long. Approximately 39 percent of the sewer pipeline will be installed in the same corridor as the District waterline, and approximately 325 feet of the waterline will not be parallel to the sewer line but will receive the same services with this phase of the work. Thus, the total length of waterline is 40 percent of the length of the sewer line. Therefore, the proposed method for cost-sharing between the city and district for design costs is to evenly split 40 percent of the design costs for tasks applicable to both the sewer pipeline and the water pipeline.

Preliminary Design

The major tasks from the NUGA-STs preliminary design contract are shown below and those being applied to both projects for cost sharing calculations are noted as such.

Task 1: Flow Projections

This task does not apply to the cost sharing agreement.

Task 2: Alternatives Evaluation

This task does not apply to the cost sharing agreement.

Task 3: Preliminary Design

This task does not apply to the cost sharing agreement.

Task 4: Survey and Mapping

This task is included in the cost sharing calculations for the agreement.

Task 5: Geotechnical Investigation

This task is included in the cost sharing calculations for the agreement.

Task 6: Environmental Services

This task is included in the cost sharing calculations for the agreement, except for Subtask 6.1 and Subtask 6.9, which don't apply to the waterline. Note that Subtasks 6.4 through 6.8 were not used on this project.

Task 7: Cultural and Historic Resource Assessments

This task is included in the cost sharing calculations for the agreement.

Task 8: Right-of-Way Services

This task does not apply to the cost sharing agreement.

Task 9: Project Management

Subtask 9.1, Project Management is included in the cost sharing calculations for the agreement, but Subtask 9.2, Project Meetings is not. Most meetings for this project were held before the waterline design was part of the work, and the waterline was not discussed at the project meetings.

Task 10: Risk Management

This task does not apply to the cost sharing agreement.

Subconsultant Administration was proportioned for all tasks where subconsultants worked on the tasks included in the cost sharing.

Expenses were allocated where used on the tasks included in the cost sharing.

Table 2 summarizes the costs for each of the tasks associated with both the city sewer system and the District waterline project using the cost-sharing system described above.

Table 2: Cost Sharing Breakdown - Preliminary Design				
Task	Description	Total Budget by Task	City of Camas	Camas School District
1	Flow Projections	\$ 15,790	\$ 15,790	
2	Alternatives Evaluation	\$ 227,640	\$ 227,640	
3	Preliminary Design	\$ 401,208	\$ 401,208	
4	Survey and Mapping	\$ 95,450	\$ 76,360	\$ 19,090
5	Geotechnical Investigation			
5.1	Geotechnical Data Review	\$ 820	\$ 656	\$ 164
5.2	Geotechnical Reconnaissance	\$ 14,760	\$ 11,808	\$ 2,952
5.3	Geotechnical Report	\$ 15,788	\$ 12,630	\$ 3,158
6	Environmental Services			
6.1	Stream and Wetland Field Review and Report	\$ 7,892	\$ 7,892	
6.2	JARPA and CWA Compliance	\$ 996	\$ 797	\$ 199
6.3	WDNR Aquatic Use Authorization	\$ 1,670	\$ 1,336	\$ 334
6.9	Camas Critical Areas and Significant Tree Permit	\$ 2,998	\$ 2,998	
7	Cultural and Historic Resource			

Table 2: Cost Sharing Breakdown - Preliminary Design				
Task	Description	Total Budget by Task	City of Camas	Camas School District
	Assessments			
7.1	Background Review	\$ 5,852	\$ 4,682	\$ 1,170
7.2	Site Reconnaissance	\$ 6,138	\$ 4,910	\$ 1,228
7.3	Resource Surveys	\$ 54,446	\$ 43,557	\$ 10,889
7.4	Report	\$ 42,359	\$ 33,887	\$ 8,472
8	Right of Way	\$ 2,000	\$ 2,000	
9	Project Management			
9.1	Project Management and QA/QC	\$ 39,854	\$ 31,883	\$ 7,971
9.2	Project Meetings	\$ 49,782	\$ 49,782	
10	Risk Register	\$ 12,495	\$ 12,495	
	Subconsultant Administration	\$ 29,900	\$ 17,691	\$ 12,209
	Expenses	\$ 61,936	\$ 44,666	\$ 17,270
	Project Total	\$1,089,774	\$1,004,668	\$85,106

Final Design

The major tasks from the North Shore-STIS final design contract are shown below and those being applied to both projects for cost sharing calculations are noted as such.

Task 1: Survey and Mapping

This task is included in the cost sharing calculations for the agreement, except for Subtask 1.3, Easements.

Task 2: Environmental Services

This task is included in the cost sharing calculations for the agreement except for Subtask 2.1, Stream and Wetland Field Review and Report, and Subtask 2.8, Critical Areas and Significant Tree permit.

Task 3: Geotechnical Investigation

This task is not included in the cost sharing calculations for the agreement. The scope for this task is for contingency only.

Task 4: Cultural and Historic Resource Assessments

This task is included in the cost sharing calculations for the agreement, except for Subtask 4.2, which is for additional archeological work within Camp Currie.

Task 5: Public Involvement

This task is not included in the cost sharing calculations for the agreement.

Task 6: Real Property Services

This task is not included in the cost sharing calculations for the agreement.

Task 7: Land Use Permitting

This task is included in the cost sharing calculations for the agreement, except for Subtask 7.2, Site Plan Review Application; Subtask 7.3, Building Permit Application; and Subtask 7.4, Clean Air Permit.

Task 8: 60 Percent Design Phase

This task is included in the cost sharing calculations for the agreement for the utility coordination, potholing, and pipeline design tasks only. Pump Station Design and Design Workshop costs are not included.

Task 9: Contract Documents

This task is included in the cost sharing calculations for the agreement, using the pipeline costs only.

Pump station design costs are shown in the total column and in the City's column in Table 3, but were not included in the cost share, and are not in the District's column.

Task 10: Project Management

This task is included in the cost sharing calculations for the agreement.

Task 11: Camas North Shore School Design Support (100 percent to Camas School District)

This task is fully allocated to the Camas School District, as it is for water system modeling to support the waterline design.

Subconsultant Administration was proportioned for all tasks where subconsultants worked on the tasks included in the cost sharing.

Expenses were allocated where used on the tasks included in the cost sharing.

Table 3 summarizes the costs for each of the tasks associated with both the city sewer system and the District waterline project using the cost-sharing system described above.

Table 3: Cost Sharing Breakdown - Final Design				
Task	Description	Total Budget by Task	City of Camas	Camas School District
1	Survey and Mapping			
1.1	Topographic Survey	\$ 27,240	\$ 21,792	\$ 5,448
1.2	Right of Way and Boundary Survey	\$ 37,080	\$ 29,664	\$ 7,416
1.3	Easement Preparation	\$ 10,910	\$ 10,910	
2	Environmental Services			
2.1	Stream and Wetland Field Review and Report	\$ 2,322	\$ 2,322	
2.2	JARPA and CWA Compliance	\$ 4,504	\$ 3,603	\$ 901
2.3	WDFW HPA Approval	\$ 876	\$ 701	\$ 175
2.4	ESA Compliance	\$ 956	\$ 765	\$ 191
2.5	Sole Source Aquifer Program Compliance	\$ 871	\$ 697	\$ 174
2.6	SEPA Compliance	\$ 2,258	\$ 1,806	\$ 452
2.7	Shoreline Master Program Permit	\$ 8,954	\$ 7,163	\$ 1,791
2.8	Critical Areas and Significant Tree permit	\$ 3,940	\$ 3,940	
3	Geotechnical Investigation	\$ 15,800	\$ 15,800	

Table 3: Cost Sharing Breakdown - Final Design				
Task	Description	Total Budget by Task	City of Camas	Camas School District
4	Cultural and Historic Resource Assessments			
4.1	Archaeological shovel tests to be excavated within Leadbetter Road	\$ 23,130	\$ 18,504	\$ 4,626
4.2	Archeological testing and evaluation	\$ 158,133	\$ 158,133	
4.3	Inadvertent Discovery Plan (IDP)	\$ 2,995	\$ 2,396	\$ 599
5	Public Involvement	\$ 6,464	\$ 6,464	
6	Real Property Services	\$ 7,500	\$ 7,500	
7	Land Use Permitting			
7.1	Pre-application Conference	\$ 1,352	\$ 1,082	\$ 270
7.2	Site Plan Review Application	\$ 2,376	\$ 2,376	
7.3	Building Permit Applications	\$ 2,376	\$ 2,376	
7.4	Clean Air Permit	\$ 2,376	\$ 2,376	
7.5	Utility Permits	\$ 1,312	\$ 1,050	\$ 262
7.6	NPDES/SWPPP	\$ 4,288	\$ 3,430	\$ 858
8	60 Percent Design			
8.1	Utility Coordination	\$ 1,160	\$ 928	\$ 232
8.2	Potholing	\$ 2,016	\$ 1,613	\$ 403
8.3	Pipeline	\$ 87,600	\$ 70,080	\$ 17,520
8.4	Pump Stations	\$ 238,224	\$ 238,224	
8.5	Design Workshop	\$ 12,326	\$ 12,326	
9	Contract Documents			
9.1	Ninety Percent Design	\$ 298,975	\$ 272,010	\$ 26,965
9.2	Final (Bid Ready) Documents	\$ 173,137	\$ 156,008	\$ 17,129
9.3	Bid Support	\$ 77,422	\$ 73,777	\$ 3,645
10	Project Management			
10.1	Project Management and QA/QC	\$ 72,101	\$ 57,681	\$ 14,420
10.2	Project Meetings	\$ 34,919	\$ 27,935	\$ 6,984
11	Camas North Shore School Design Support	\$ 2,644		\$ 2,644
11.1	Confirm Existing System Capacity	\$ 9,378		\$ 9,378

Table 3: Cost Sharing Breakdown - Final Design				
Task	Description	Total Budget by Task	City of Camas	Camas School District
11.2	Modeling Analysis	\$ 6,636		\$ 6,636
11.3	Modeling Documentation			
	Subconsultant Administration	\$ 44,844	\$ 43,797	\$ 1,047
	Expenses	\$ 83,388	\$ 74,644	\$ 8,744
	Project Total	\$1,472,783	\$1,333,873	\$ 138,910

Construction Management/Construction Staking/Design Services During Construction

This task has not been scoped yet, but a budget value has been estimated as 12 percent of the total construction costs. This percentage was used to set a budget value for the cost sharing between the two agencies and is shown in Table 4.

Table 4: Cost Sharing Breakdown – CM/CS/DSC			
	Total Budget	City of Camas	Camas School District
Construction Management/Staking/DSC	\$1,625,598	\$1,351,280	\$274,318

Table 1: North Shore-STS Phase 1 Costs Summary Table							
Component	Construction (Incl. contingencies*)	Engineering	CM (10%)	Const. Survey (2%)	ROW	Electrical Service	Total
City of Camas							
North Shore-STS							
Goodwin road Pipeline	\$2,317,252		\$231,725	\$46,345	\$50,000		
Goodwin Road Pump Station	\$473,694		\$47,369	\$9,474			
232nd Ave Pipeline	\$2,350,397		\$235,040	\$47,008			
232nd Ave Pump Station	\$1,316,922		\$131,692	\$26,338	\$100,000	\$50,000	
Leadbetter Rd Pipeline	\$2,748,263		\$274,826	\$54,965			
Leadbetter Rd Pump Station	\$1,339,412		\$133,941	\$26,788		\$50,000	
Remote Odor Control Facility	\$459,704		\$45,970	\$9,194			
NUGA-STS SUBTOTAL	\$11,006,000	\$2,338,541	\$1,101,000	\$221,000	\$150,000	\$100,000	\$14,917,000
Leadbetter Culverts	\$244,000		\$24,400	\$4,880	\$0	\$0	\$274,000
CITY OF CAMAS TOTAL	\$11,250,000	\$2,338,541	\$1,125,400	\$225,880	\$150,000	\$100,000	\$15,191,000
CAMAS SCHOOL DISTRICT							
Water Main & 8" Sewer	\$2,285,981	\$224,016	\$228,598	\$45,720	\$0	\$0	\$2,785,000
TOTAL	\$13,536,000	\$2,562,557	\$1,354,000	\$272,000	\$150,000	\$100,000	\$17,975,000

*Construction contingencies of 20% for Pipelines, 15% for Pump Stations. Inflation rate of 2.5% on total construction cost assumed for 2017 construction