

ADDENDUM #1  
INTERLOCAL AGREEMENT

ADDENDUM #1 to the INTERLOCAL 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 municipal corporation organized under the laws of the State of Washington, hereinafter referred to as “School District”.

RECITALS:

WHEREAS, the City and School District entered into an Interlocal Agreement in June of 2016 for design, construction and construction management of the North Shore Sewer Transmission System and 12-inch waterline project (jointly called “The Project”).

WHEREAS, the Interlocal Agreement included Appendix “A” that identified a proposed cost-sharing breakdown between the City and School District for the estimated costs of Pre-Design, Final Design, Construction and Construction Management Services.

WHEREAS, The Project is now complete, including construction of the 12-inch waterline (identified as Project “N-4” in the City’s 2010 Water System Plan Update and applicable System Development Charge calculations) to serve the School District’s Lacamas Lake Elementary (LLE) site.

WHEREAS, the actual costs for Design, Construction and Construction Management of The Project differs from the original estimated amount in Appendix “A” of the June 2016 Interlocal.

WHEREAS, Appendix “A” has been amended and adjusts the costs of The Project and revises the cost-sharing breakdown between the two parties. Appendix “A” is revised to Appendix “A1”.

WHEREAS, there were additional miscellaneous costs for infrastructure constructed with The Project that were agreed upon by the City and School District that were more cost effective to include in The Project than to otherwise construct separately.

WHEREAS, the infrastructure contribution items which are addressed pursuant to this agreement and described in Exhibit “A1” include the following: a 12-inch diameter waterline in Leadbetter Road from Adams Street to the LLE School; ditch improvements on the north side of NE 43<sup>rd</sup> Avenue; a 12-inch waterline on NE 43<sup>rd</sup> Avenue, Everett Street and Leadbetter Road between Everett Street and Adams Street; a gravity sewer line on NE 232<sup>nd</sup> Avenue between the new Sewer Pump Station and LLE School; and other miscellaneous improvements in The Project limits associated with the utility work completed.

WHEREAS, pursuant to Section 5 of the Interlocal Agreement, the City, as lead agency, was responsible for the processing and paying of all invoices and fees for services rendered by consultants, contractors, and other agencies.

WHEREAS, as to their respective shares of the Project costs, the School District has made payment upon receipt of all invoices for The Project from the City; and

WHEREAS, the School District would otherwise be entitled to the calculated infrastructure contribution to certain utilities in the form of system development charge credits relating to the Project.

WHEREAS, the amount of water system development charge credits associated with the 12-inch waterline in Leadbetter Road from Adams Street to LLE (Water System Project “N-4”) which would otherwise be owed to the School District is \$535,815.

WHEREAS, for auditing purposes, in lieu of system development charge credits which would otherwise be owed, the City shall pay to the School District the sum of \$535,815, and the Interlocal Agreement shall be clarified to reflect this understanding.

WHEREAS, during the timespan of The Project, the City was completing a City-Wide and Miscellaneous LED Light Project and the School District was completing roadway frontage improvements on a new arterial roadway (“North Shore Boulevard”) which included street lighting improvements.

WHEREAS, understanding the North Shore Boulevard will be a vital link to serve future economic development activity, the City and School District agreed during construction of the roadway improvements to share in the cost of installing decorative LED street lights to meet the City’s Standards for a Gateway Corridor in-lieu of aluminum light poles which were otherwise required.

NOW, THEREFORE,

1. Appendix “A” shall be replaced with Appendix “A1” and attached to the original Interlocal Agreement between the City and School District.

2. For and as to Section 5 of the Interlocal Agreement, the City has invoiced the School District for all applicable costs of The Project, and the School District has made payment as set forth therein to the City.

2. In lieu of water system development charge credits which would otherwise be owed to the School District, the City shall remit, in full payment of its respective share of the Leadbetter Road waterline costs, the sum of \$535,815 to the School District within 15 days of execution of this Addendum #1 to the Interlocal Agreement.

3. The School District has invoiced, and the City has already made payment in the amount of \$25,547.71 for the City's share of the decorative street lights on North Shore Boulevard.

4. In lieu of filing with the Clark County Auditor and the State of Washington the parties to this Addendum #1 may post Addendum #1 on their official website in accordance with RCW 39.34.040.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

CITY OF CAMAS

By: \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
Clerk

CAMAS SCHOOL DISTRICT NO. 117

By: \_\_\_\_\_  
Superintendent