

**INTERLOCAL AGREEMENT
REGARDING SCHOOL IMPACT FEE COLLECTION**

This Interlocal Agreement (this "Agreement") is entered into as of _____, 2016, by and between the CITY OF EVERETT, a Washington municipal corporation (the "*City*"), and _____ School District, a municipal corporation, (the "*District*").

RECITALS

A. On August 13, 2014, the City Council passed Ordinance 3396-14, regarding school district impact fees for residential development (the "*Ordinance*"), as authorized under RCW 82.020.050 and other applicable law.

B. The purpose of this agreement is to meet the requirement under Section 12 of the Ordinance, that "each participating school district" enter into "an agreement with the City for reimbursement of the actual administrative costs of assessing, collecting, and handling fees for the district, any legal expenses and staff time associated with the defense of this chapter against district specific challenges, and payment of any refunds provided under Section 11 of this Ordinance."

C. This Agreement is pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW.

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. District Responsibility. The District shall comply with the Ordinance and with all applicable laws regarding school district impact fees, including without limitation all requirements regarding capital facilities plans, school impact fee schedules, impact fee limitations, use of funds, and refunds. The District shall also, if requested by the City, timely provide to the City a written statement of the District's position regarding developer requests for credits against school district impact fees, refunds or other matters.

2. City Responsibility.

a. By the fifteenth of each month, the City shall make payment to the District for school impact fees collected during the preceding month. The City may deduct from the total amount the Administrative Fee due to the City under this Agreement. Along with the Payment, the City shall provide a report detailing the impact fees collected as well as any deductions the City has made.

4. Expiration of Agreement/Automatic Renewal. The initial term of this Agreement expires on December 31, 2019. After the initial term, this Agreement will automatically continue to extend for one-year extension terms, unless one party gives a non-renewal notice at least ninety (90) days before the end of an extension term.

5. Termination. This Agreement terminates: (i) ninety (90) days after either party delivers written termination notice to the other party or (ii) the Ordinance is repealed. After termination, neither the District nor the City on behalf of the District may retain unexpended or unencumbered school impact fees or interest earned on those fees.

6. Indemnification. To the maximum extent permitted by law, the District shall defend, indemnify, and hold harmless the City and all of its officers, employees, and agents from all claims, demands, suits, actions, losses, and liability of any kind, to the extent arising from or relating to (a) breach of this Agreement by the District or its agents or contractors, (b) the negligence or willful misconduct of the District or its agents or contractors in the performance of this Agreement, (c) any legal expenses or staff time associated with the defense of the Ordinance against District-specific challenges, (d) and payment of any refunds provided under the Ordinance. The District agrees that its obligations under this Section 7 extend to any claim, demand, or cause of action brought by, or on behalf of, any of its employees or agents, and for that purpose the District specifically waive, with respect to each other only, any immunity under RCW Title 51.

7. General Provisions.

a. Administration. Each party to this Agreement shall serve as an administrator of this Agreement for the purposes of compliance with RCW 39.34.030 for each party's respective actions in performance of this Agreement.

b. Governing Law. The laws of the State of Washington, without giving effect to principles of conflict of laws, govern all matters arising out of or relating to this Agreement.

c. Venue. The parties shall bring any litigation arising out of or relating to this Agreement only before the Snohomish County Superior Court.

d. Complete Agreement. This Agreement constitutes the entire agreement of the parties relating to the subject matter of this Agreement. This Agreement supersedes and replaces all other written or oral agreements thereto.

e. Amendment. No amendment to this Agreement will be effective unless in writing and signed by the Mayor of the City and by the authorized representatives of the District.

f. Waiver. No waiver of satisfaction of any condition or nonperformance of an obligation under this Agreement will be effective unless it is in

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writing and signed by the party granting the waiver, and no such waiver will constitute a waiver of satisfaction of any other condition or nonperformance of any other obligation.

g. Severability. If any provision of this Agreement is unenforceable to any extent, the remainder of this Agreement, or the application of that provision to any persons or circumstances other than those as to which it is held unenforceable, will not be affected by that unenforceability and will be enforceable to the fullest extent permitted by law.

h. Notice. For a notice under this Agreement to be valid, it must be in writing and the sending party must use one of the following methods of delivery: (A) personal delivery to the address stated below; (B) first class postage prepaid U.S. Mail to the address stated below; or (C) nationally recognized courier to the address stated below, with all fees prepaid.

Notice to City	Notice to District
City of Everett Director, Planning and Community Development 2930 Wetmore Avenue, Suite 8A Everett, WA 98201	Mukilteo School District Attn: Business Office 9401 Sharon Drive Everett, Washington 98204

A party may change its address by delivering written notice to the other party of the new address.

i. Attorney's Fees and Costs. The prevailing party in any action brought to enforce any obligations under this Agreement shall be entitled to recover from the non-prevailing party or parties an amount equal to the reasonable attorney's fees and costs incurred by the prevailing party, including without limitation any costs incurred on appeal or in any bankruptcy proceeding.

j. No Third-Party Beneficiaries. The provisions of this Agreement are for the sole benefit of the parties to this Agreement. No other persons have any rights or remedies under this Agreement.

k. Compliance with the Washington State Public Records Act. The parties acknowledge they are subject to the Public Records Act, chapter 42.56 RCW. Both parties shall cooperate with each other so that each may comply with all of its obligations under the Public Records Act.

l. Recording of this Agreement. This Agreement shall be recorded or otherwise made available to the public in accordance with RCW 39.34.040.

m. Survival. The following Sections survive termination or expiration of this Agreement: Sections 7 and 8.

The parties have executed this Agreement as of the date first above written.

CITY OF EVERETT

DISTRICT

By: _____
Ray Stephanson,
Mayor

By: _____
Dr. Marci Larsen,
Superintendent

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

