

**CONTRACT ROUTING SLIP**

Submitted by: Kelli Appleton, Pw  
(Name and Department)

- Department Head Signature Up to \$15K
- City Manager's Signature Over \$15K
- Council Action Taken Over \$50K:

Agenda Bill No. 5916 Date Approved: 3/8/22

Department Head Initials on Signature Lines

How many copies are attached? 1

Are the signatures pages tagged? No Y

Is a notary required? No

Contract Amount: \$ N/A  New

Renewal  Extension  Amendment

For Renewals, Extensions, or Amendments, please provide the following:

OnBase Agmt. No. \_\_\_\_\_ Date: \_\_\_\_\_

Grant No. (if applicable): \_\_\_\_\_

Contract/Agreement with: ILA WITH KENT SCHOOL DISTRICT

Brief Description of Contract/Agreement:

ILA FOR THE CONSTRUCTION OF THE RIVER RIDGE SIDEWALK PROJECT  
OUTLINES roles + responsibilities of all party.

Start Date: Now End Date: Sept 2023

Date needed by: \_\_\_\_\_

Return to: KAREN SPENCER, Pw  
(Name and Department)

6/9/22 Date Rec'd by Legal Dept. 6/9/2022 MMB

6/9/22 Date Forwarded to CMO (if required)

\_\_\_\_\_ Date Signed and Returned to Department

**INTERLOCAL AGREEMENT BETWEEN  
City of SeaTac / Kent School District**

This INTER LOCAL AGREEMENT (Agreement) is entered into between the City of SeaTac (CITY) and the Kent School District (DISTRICT), individually referred to as the "Party" and collectively referred to as the "Parties."

**RECITALS**

- A. Pursuant to Chapter 39.34 Revised Code of Washington (RCW), Interlocal Cooperation Act, the Parties desire to enter into an agreement with one another to jointly establish a mutual and cooperative system to carry out their respective obligations of this Agreement for the construction of the River Ridge Elementary Sidewalk Project (PROJECT);
- B. Upon the opening and operation of River Ridge Elementary in the Fall of 2021, Kent School District (DISTRICT) recognized the need for improvements along the east side of Military Rd. South for children walking to school;
- C. In support, the CITY Sidewalk Committee recommended that a pedestrian connection between River Ridge Elementary and the CITY's boundary with City of Kent be constructed;
- D. In recognition of the importance of the Project, the Parties met several times and acknowledged their respective design, construction and maintenance responsibilities for the Project, agreeing that joint participation in the project is warranted;
- E. For its part, the CITY agrees to perform and pay for all Right-of-Way acquisition costs, project permitting and review costs, project inspection costs and manage/coordinate any franchise utility relocations;
- F. For its part, the DISTRICT agrees to perform and pay for all project related design and construction costs that are not otherwise provided by the CITY;
- G. Both Parties acknowledge that completion of the PROJECT is a priority agree to work diligently towards this goal.

**NOW, THEREFORE**, pursuant to chapter 39.34 RCW, the above recitals that are incorporated herein as if fully set forth below, and in consideration of the terms, conditions, covenants, and performances contained herein, the Parties agree as follows:

IT IS MUTUALLY AGREED AS FOLLOWS:

**1. General**

- 1.1 This Agreement identifies the CITY's responsibilities associated with the PROJECT as described in the scope of work provided as Exhibit A and the DISTRICT's responsibilities associated with the PROJECT as described in the scope of work provided as Exhibit B.

- 1.2 The Parties are responsible for all costs associated with performing their respective scopes of work.
- 1.3 The Parties agree to develop a project schedule and work diligently on their respective project elements and the completion of the associated deliverables to prevent any unnecessary delays to the PROJECT.
- 1.4 Upon completion, the CITY will maintain all facilities within the right-of-way that are constructed as part of the PROJECT.

## **2. Payment**

- 2.1 Each party is responsible for all costs associated with their scope of work. Any payments between parties must be mutually agreed upon.

## **3. Contract Administration**

- 3.1 The Parties do not by this Agreement create any separate legal or administrative entity. The DISTRICT Project Manager or his designee and the CITY Engineer, or his designee, shall be responsible for working with each other to administer the terms of this Agreement. The Parties do not intend to jointly own any real or personal property as part of this undertaking. The Parties will cooperatively work together to further the intent and purpose of this Agreement.

## **4. Indemnification**

To the extent permitted by law, CITY and the DISTRICT shall protect, defend, indemnify, and save harmless each other, their respective officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, Indemnifying Party's negligent acts or omissions. Neither CITY nor the DISTRICT will be required to indemnify, defend, or save harmless each other if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other party. Where such claims, suits, or actions result from concurrent negligence of CITY and the DISTRICT, the indemnity provisions provided herein shall be valid and enforceable only to the extent of CITY's or the DISTRICT's own negligence. CITY and the DISTRICT agree that their respective obligations under this subsection extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, CITY and the DISTRICT, by mutual negotiation, hereby waive, with respect to the other party only, any immunity that would otherwise be available against such claims under the industrial insurance provisions of title 51 RCW. In the event that CITY or the DISTRICT incurs any judgment, award, and/or cost arising therefrom, including attorneys' fees, to enforce the provisions of this section, all such fees, expenses, and costs shall be recoverable by the prevailing party. This indemnification shall survive the termination of this Agreement.

## **5. Venue**

- 5.1 In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties hereto agree that any

such action or proceedings shall be brought in King County Superior Court. Further, the Parties agree that each will be solely responsible for payment of their own attorneys' fees, witness fees, and costs.

**6. Contacts and Notices**

- 6.1 Contact between the Parties, including but not limited to invoicing, agreement administration, and notices will be directed to the below identified contacts as follows or his/her designee or such other addresses as either Party may, from time to time, designate in writing:

**CITY Project Manager shall be:**

Florendo Cabudol, P.E.  
City Engineer  
City of SeaTac  
4800 S. 188<sup>th</sup> Street  
206.973.4740  
Email: [fcabudol@seatacwa.gov](mailto:fcabudol@seatacwa.gov)

**DISTRICT Project Manager shall be:**

David Bussard  
Ex Director of Operations & Facilities  
12033 SE 256<sup>th</sup> St – Bldg. B  
Kent, WA 98030  
Phone (253) 258-1335  
Email: [David.Bussard@kent.k12.wa.us](mailto:David.Bussard@kent.k12.wa.us)

**7. Amendment**

This Agreement may be amended or modified only by the mutual agreement of the Parties. Such amendments or modifications shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

**8. Severability**

- 8.1 Should any clause, phrase, sentence or paragraph of this Agreement or its application be declared invalid or void by a court of competent jurisdiction, the remaining provisions of this Agreement or its applications of those provisions not so declared shall remain in full force and effect.

**9. No Third-Party Beneficiaries**

- 9.1 This Agreement is executed for the sole and exclusive benefit of the signatory Parties. Nothing in this Agreement, whether expressed or implied, is intended to confer any right, remedy, or other entitlement upon any person other than the Parties hereto, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third-party, nor shall any provision herein give any third-party any right of action against any party hereto.

**10. Audits/Records**

- 10.1 All records for the PROJECT in support of all costs incurred shall be maintained by CITY for a period of six (6) years. The DISTRICT shall have full access to and right to examine said records, during normal business hours and as often as it deems necessary. Should the DISTRICT require copies of any records, it agrees to pay the costs thereof. The Parties agree that the work performed herein is subject to audit by either or both Parties

and/or their designated representatives, and/or the federal/state government.  
11. **CITY Signature Authority**

11.1 The City of SeaTac City Manager was authorized to execute this agreement by a Motion of the City of SeaTac Council on the 8<sup>th</sup> day of March 2022, at a regularly scheduled meeting.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement as of the Party's date signed last below:

CITY OF SEATAC

KENT SCHOOL DISTRICT

Carl C. Cole  
By (print):

David Bussard  
By (print):

Carl C Cole  
Signature:  
Carl Cole  
City Manager  
City of SeaTac

D. Bussard  
Signature:  
David Bussard  
Executive Director of Operations & Facilities

06/14/2022  
Date:

May 31, 2022  
Date:

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Mary Mianite Bartolo  
By (print):  
Signature:  
City of SeaTac Attorney

Paul Brachvogel  
By (print):  
Signature:  
Kent School District Attorney

6/9/2022  
Date:

6/1/22  
Date

**Exhibit A**  
**CITY PROJECT RESPONSIBILITIES**

The PROJECT includes the design and construction of pedestrian and cyclist improvements along the east side of Military Rd S., including curb and gutter, a 6' landscape strip, 6' sidewalk, and pedestrian level lighting. The PROJECT shall extend from the existing frontage improvements at River Ridge Elementary School, south to the SeaTac City limit with the City of Kent.

The CITY shall be responsible for completing the following PROJECT tasks and all associated costs to do so:

1. Real Estate Acquisition: The City shall perform all real estate acquisition for the project. It is expected that acquisition of property along the existing ROW frontage will be necessary to accommodate the required improvements. Property to be acquired shall be identified by the DISTRICT and the CITY shall provide all resources necessary to complete the acquisitions.
2. Permit Review: The City shall provide all permit review for the project.
3. Construction Inspection: The City shall provide all Right-of-Way inspection services.
4. Franchise Utilities: The City shall coordinate the relocation of all franchise utilities that are required to be moved as part of the project; this includes power, gas, potable water, sanitary sewer and telecommunications.

**Exhibit B**  
**DISTRICT PROJECT RESPONSIBILITIES**

The PROJECT includes the design and construction of pedestrian and cyclist improvements along the east side of Military Rd S., including curb and gutter, a 6' landscape strip, 6' sidewalk, and pedestrian level lighting. The PROJECT shall extend from the existing frontage improvements at River Ridge Elementary School, south to the SeaTac City limit with the City of Kent.

The DISTRICT shall be responsible for completing the following PROJECT tasks and all associated costs to do so:

1. Engineering Design, Contract Documents and Bid Package: The DISTRICT is responsible for developing the project design and meeting all applicable CITY standards for improvements in the right-of-way. Contract documents, bid packages and all associated contract bidding/award activities are also the responsibility of the DISTRICT.
2. Construction and Project Management: The DISTRICT is responsible for the construction of the PROJECT, including all associated project and construction management responsibilities.
3. PROJECT Close Out: Project close out and the creation of as-built documents/plans.