

**INTERLOCAL AGREEMENT  
For  
CAPITAL FACILITY PLAN AND SCHOOL IMPACT FEES**

**Between**

**EDUCATIONAL SERVICE DISTRICT 112  
(hereinafter referred to as the ESD)  
2500 NE 65 Avenue  
Vancouver WA 98661-6812**

**And**

**WOODLAND SCHOOL DISTRICT #404  
(hereinafter referred to as the District)  
800 Second Street  
Woodland, WA 98674**

Educational Service District 112 (the ESD) and Woodland School District (the District) are entering into this Interlocal Agreement for Capital Facility Plan and Impact Fees (Agreement) pursuant to the RCW 28A.320, 28A.310 and RCW 39.34. A separate legal entity is not being created.

**I. PURPOSE**

The District is contracting with the ESD for preparation of a 2015-2021 Capital Facility Plan (CFP) and school impact fee calculation that can be submitted to the City of Woodland and Clark County for adoption with their Comprehensive Land Use Plans.

**II. TERM**

This Agreement shall be effective the date it is signed by both parties and continue until the earlier of the date both parties have satisfied their obligations set forth in this Agreement or December 31, 2016.

**III. FINANCE, BUDGET AND PROPERTY**

- A. The District will pay \$7,500 for preparation of the CFP and impact fees, and time spent presenting them to the City, County and District Board of Directors. The ESD will bill the District when the CFP and impact fees are complete.
- B. A separate budget for the CFP is not required. The District will budget for expenses associated with its obligations under this Agreement, including paying for the CFP. ESD will budget for expenses it incurs to perform its obligations under this Agreement and for the fixed fee that is being paid.
- C. Neither party is acquiring real or personal property.

**IV. PARTIES' OBLIGATIONS**

A. The ESD will:

1. Be the administrator responsible for ensuring the CFP and school impact fees are completed in accordance with the terms of this Agreement.
2. Work with the District to obtain the information that is required to prepare the CFP.
3. Solicit proposals from consultants who can prepare a student generation rate that is acceptable for calculating school impact fees.
4. Calculate school impact fees in accordance with the Clark County and City of Woodland School Impact Fee Ordinances.
5. File the CFP and school impact fees with the City of Woodland and Clark County, and attend one planning commission, two council and one school board meeting to present the CFP and impact fees.
6. Invoice the District for payment of the fixed fee (\$7,500).

B. The District will:

1. Provide information requested by the ESD that is required to prepare the CFP and impact fees.
2. Inform the ESD of the dates and times of hearings or meeting the District would like the ESD to attend, and attend the meetings with the ESD representative.
3. Pay the ESD a fixed fee of \$7,500 for the CFP and impact fees. Payment will be made within thirty (30) days of receipt of invoices from the ESD.

**V. TERMINATION**

Either party may terminate this Agreement with, or without, cause by providing the other party with a 30-day written notice of intent to terminate the Agreement. If the Agreement is terminated, the District shall pay the ESD for all work performed up until the date the Agreement is terminated, based on a reasonable apportionment of the fixed fee. Because neither party is acquiring personal or real property, disposition of property is not required upon termination.

**V. GENERAL PROVISIONS**

A. ASSIGNMENT

This agreement may not be assigned by either party without prior written consent of the other party.

B. WHOLE AGREEMENT

The parties acknowledge that they have read and understand this Agreement including any supplements or attachments thereto, and do agree thereto in every particular. The parties further agree that this Agreement, together with all appendices, constitutes the entire agreement between the parties and supersedes all communications, written or oral, heretofore related to the subject matter of this Agreement. This Agreement may be modified or amended with the mutual consent of the parties.

C. APPLICABLE LAW AND VENUE

This Agreement shall be governed by the laws of the State of WASHINGTON. Venue for any legal action or proceeding arising out of or in any way related to this Agreement shall be in Clark County, Washington.

D. WAIVER AND SEVERABILITY

No provision of this Agreement, or the right to receive reasonable performance of any act called for by its terms, shall be deemed waived by a waiver of a breach thereof as to a particular transaction or

occurrence. If any term or condition of this Agreement or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other terms, conditions, or applications of the Agreement which can be given effect without the invalid term, condition, or application; to this end, the terms and conditions of this Agreement are declared severable.

E. NON DISCRIMINATION

Both parties agree to comply with all laws that prohibit discrimination on the basis of race, creed, color, religion, national origin, age, sex, marital status, sexual orientation, honorably discharged veteran or military status, physical, sensory or mental disabilities, or use of a trained guide dog or service animal.

F. NOTICE

Whenever notice is required under this Agreement, it shall be provided by emailing and mailing the notice to the following:

WOODLAND SCHOOL DISTRICT, #404  
Michael Green, Superintendent  
800 Second Street  
Woodland, WA 98674  
[greenm@woodlandschools.org](mailto:greenm@woodlandschools.org)

ESD 112  
Marnie Allen  
2500 NE 65<sup>th</sup> Avenue  
Vancouver WA 98661  
[marnie.allen@esd112.org](mailto:marnie.allen@esd112.org)

Notice shall be deemed effective upon the earlier of actual receipt or three (3) days after notice is deposited in the United State Mail, postage prepaid.

**EDUCATIONAL SERVICE DISTRICT 112**

**WOODLAND SCHOOL DISTRICT #404**

\_\_\_\_\_  
Superintendent or Designee

\_\_\_\_\_  
Superintendent or Designee

Date \_\_\_\_\_

Date \_\_\_\_\_

**Please sign, date, and return both copies of this Agreement to Internal Fiscal Services, ESD 112, 2500 NE 65<sup>th</sup> Avenue, Vancouver, WA 98661-6812. A countersigned copy will be returned to you.**