

INTERLOCAL AGREEMENT FOR THE COLLECTION, DISTRIBUTION, AND EXPENDITURE OF SCHOOL IMPACT FEES

THIS AGREEMENT is entered into this 15 day of March, 2012, by and between the City of Camas (the "City") and the Camas, Evergreen, and Washougal School Districts (the "Districts").

WHEREAS, the Washington State Legislature passed the Growth Management Act of 1990 and 1991, R.C.W. 36.70A, et seq. and R.C.W. 82.02, et seq. (the "GMA"), which authorizes the collection of impact fees on development activity to provide public school facilities to serve new development; and

WHEREAS, the GMA requires that impact fees may only be collected for public facilities which are addressed by a capital facilities element of a comprehensive land use plan; and

WHEREAS, the City has adopted an ordinance for the purposes of implementing the GMA for the collection of school impact fees; and

WHEREAS, the Districts have prepared capital facilities plans in compliance with the GMA and the City School Impact Fee Ordinance, codified in Chapter 3.88 of the Camas Municipal Code, and the City has adopted the Districts' capital facilities plans as a sub element of the City's Comprehensive Plan.

WHEREAS, upon adoption of the Districts' Capital Facilities Plans as a sub element of the capital facilities element of the City's Comprehensive Plan, the City will collect impact fees upon certain new residential developments on behalf of the Districts; and

WHEREAS, the City and the Districts enter into this Agreement pursuant to and in accordance with the State Interlocal Cooperation Act, Chapter 39.34 R.C.W., for the purposes of administering and distributing the authorized school impact fees,

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES HERIN, IT IS AGREED THAT:

1. General Agreement. The City and the Districts agree to comply with the terms of this Agreement which govern the collection, distribution, and expenditure of school impact fees.
2. Responsibilities of the Districts. The Districts, by and through their employees, agents and representatives, agree to:
 - 2.1. Submit at least every four years to the City a six-year capital facilities plan or an update of a previously adopted plan which meets the requirements of the Act and the City School Impact Fee Ordinance (Chapter 3.88 of the Camas Municipal Code).
 - 2.2. Authorize the County, as Treasurer for the Districts, to establish a District Impact Fee fund for each District as a subfund of the Districts' Capital Projects Funds in which impact fee revenues and interest revenues will be deposited.
 - 2.3. Expend impact fee revenues provided to the Districts under this Agreement, and all interest proceeds on such revenues, solely for expenditures authorized by the City School Impact Fee

Ordinance related to facilities identified in the District's Capital Facilities Plans as adopted by the City as sub element of the capital facilities element of the City's Comprehensive Plan.

- 2.4. Submit documentation in accordance with the requirements of R.C.W. 82.020.070 showing the system improvements that were financed in whole or in part by impact fees and the amount of funds expended. Each District's annual report shall be sent to City Hall, Camas, Washington on or before December 1 each year for the preceding fiscal year.
- 2.5. Refund impact fees and interest earned on impact fees which have been disbursed to the Districts' Capital Projects Funds when a refund is required under applicable law; including but not limited to (1) when the proposed development activity does not proceed and no impact to the Districts has resulted, unless the Districts determine that they have expended or encumbered the fees in good faith prior to the application for a refund, (2) when the impact fees or interest earned on impact fees are not expended or encumbered within the time limits established by law, or (3) when the school impact fee program is terminated.
- 2.6. Maintain all accounts and records necessary to ensure proper accounting for all impact fee funds and compliance with this Agreement, the Act, and the City School Impact Fee Ordinance.
3. Responsibilities of the City. The City, by and through its employees, agents, and representatives, agrees to:
 - 3.1. Timely review and take action of the Districts' updated Capital Facilities Plans and revised impact fee schedule for the Districts.
 - 3.2. Deposit all impact fees collected on behalf of the Districts in a City Fund with specific organizational identity for each District. Funds received by the City Building Department and attributed to impact fees shall not be available for transfer to the Districts before the issuance of a building permit and full payment of the impact fees has been made.
 - 3.3. Distribute reports monthly to the Districts on the amount of impact fees collected, the person or entity that paid the fees and the address of the property assessed the impact fee.
 - 3.4. Remit from the City's Fund to the County Treasurer on a monthly basis along with details of collected impact fees.
 - 3.5. Determine whether exemptions from the payment of impact fees should be made pursuant to the City School Impact Fee Ordinance, giving consideration to information submitted by the affected District.
 - 3.6. Cooperate with the Districts and assist the Districts in determining student generation factors of new development and/or other geographic and development information.
4. General Terms.
 - 4.1. This Agreement shall become effective when executed by both parties and shall remain in effect until terminated pursuant to Section 5 of this Agreement.

4.2. It is recognized that amendments to this Agreement may become necessary, and such amendment shall become effective only when the parties have executed a written addendum to this Agreement.

5. Termination.

5.1. The obligation to collect impact fees under this Agreement may be terminated without cause by the City or one or more of the participating Districts, in whole or in part, provided termination of the agreement is not inconsistent with actions that are required under the School Impact Fee Ordinance or other applicable state laws that require development to mitigate its impacts on schools. Obligations under this Agreement shall remain in effect until both of the following conditions have been satisfied: (1) the City or the District that is terminating its participation provide written notice that this Agreement is being terminated; and (2) neither the District nor the City on behalf of the District retain unexpended or unencumbered impact fees and interest earned thereon. If one District terminates its participation in this Agreement and the School Impact Fee Program, it shall not affect the rights and obligations of the other districts.

5.2. Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Agreement or by law that any party may have in the event that the obligations, terms, and conditions set forth in this Agreement are breached by another party.

6. Severability. In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications of this Agreement which can be given effect without the invalid terms, condition or application. To this end the terms and conditions of this Agreement are declared severable.

7. Nondiscrimination. None of the parties will engage in discrimination on the basis of race, religion, color, sex, age, sexual orientation, handicap, military status or national origin.

8. Rights to Other Parties. It is understood and agreed that this Agreement is solely for the benefit of the parties hereto and conveys no right to any other party.

9. Governing Law and Filing. This Agreement shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by, the laws of the State of Washington. This Agreement shall be filed with the Districts, the Camas City Clerk and the Clark County Auditor.

10. Administration.

10.1. The City's representative shall be:
City Clerk
616 NE Fourth Avenue
Camas, WA 98607
(360) 834-2462

10.2. The Districts' representatives shall be:
Superintendent/ Camas School District
841 NE 22nd Avenue

Camas, WA 98607
(360) 335.3000

Superintendent/ Evergreen School District
PO Box 8910
Vancouver, WA 98668
(360) 604.4000

Superintendent/ Washougal School District
4855 Evergreen Way
Washougal, WA 98671
(360) 954.3000

11. Entire Agreement/ Waiver of Default. The parties agree this Agreement is the complete expression of the terms hereto and any oral representation or understandings not incorporated herein are excluded. All parties recognize that time is of the essence in the performance of the provisions of this Agreement. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such through written approval by the City and the Districts, which shall be attached to the original Agreement.

12. Indemnification. The School Districts recognize that the City has certain requirements under RCW 82.02, and the School Districts agree they will cooperate fully with the City so that full compliance with RCW 82.02 can be rendered in a timely fashion and in accordance with that statute. Both parties agree they will protect, save, and hold harmless the other party, and its officers, agents, and employees from all claims, actions, costs, damages, or expenses of any nature whatsoever, arising as a result of the parties' performance under this Agreement, and caused by the indemnifying party's negligent acts or omissions, or the negligent acts or omissions of the indemnifying party's assigns, agents, contractors, licensees, officers or employees. The obligations in this section shall not apply to claims, costs, damages, or expenses which may be caused by the sole negligence of another party or its authorized agents and employees; PROVIDED further, that if the claims or damages are caused by or result from the concurrent negligence of more than one party and their agents or employees, this indemnity provision shall be valid and enforceable only to the extent of the other's concurrent negligence.

13. Administrative Appeals. The School Districts shall assist the City and participate in any administrative appeal filed under the School Impact Fee Ordinance challenging the imposition of a school impact fee, the amount of said fee, whether an exemption should be granted or the amount of any school impact fee credit.

No liability shall attach to the Districts or the City by reason of entering into this agreement as expressly provided herein.

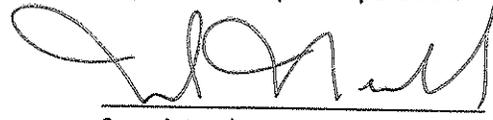
DATED this 15 day of March, 2012.

CITY OF CAMAS,
a municipal corporation



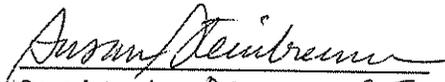
Scott Higgins, Mayor

CAMAS SCHOOL DISTRICT
a quasi-municipal corporation



Superintendent

EVERGREEN SCHOOL DISTRICT
a quasi-municipal corporation



Superintendent *Director of Facilities*

WASHOUGAL SCHOOL DISTRICT
a quasi-municipal corporation



~~Superintendent~~
HR Director