

Briarcrest Safe Routes to Schools Interlocal Agreement

RECITALS:

WHEREAS, the Interlocal Cooperation Act, as amended, and codified in Chapter 39.34 RCW provides for interlocal cooperation between governmental agencies;

WHEREAS, Chapter 28A.230 of the Revised Code of Washington provides further authority for the Shoreline School District to enter into interlocal agreements;

WHEREAS, the Shoreline School District maintains Briarcrest Elementary within the City of Shoreline;

WHEREAS, the Briarcrest Safe Routes to Schools Project ("Project") will install new sidewalk, curb, and gutter adjacent to Briarcrest Elementary which also has an educational component to the Project; and

WHEREAS, the parties desire to collaborate and share costs of the Project; now therefore

The Shoreline School District No. 412, a political subdivision of the state of Washington ("District"), and the City of Shoreline, a municipal corporation of the state of Washington ("City"), agree as follows:

1. Scope of Project. This school route Project consists of: (a) constructing approximately 125 lineal feet of sidewalk, curb, gutter, and amenity zone adjacent to Briarcrest Elementary; (b) providing educational posters, pamphlets, and other assorted educational documentation to the District; (c) provide educational presentations to the students of Briarcrest Elementary; and (d) provide educational training to District staff and the Parent/Teacher Association (PTA).

2. Term. This agreement shall commence upon execution and terminate on June 30, 2013. The construction of sidewalks (1a) shall be substantially completed prior to December 31, 2012. All other tasks (1b- 1d) shall be arranged by mutual agreement and shall be completed by June 30, 2013.

3. City Responsibilities

1. The City shall provide all public works design, bidding, permitting and construction management for the construction of frontage improvements described in section 1 adjacent to Briarcrest Elementary School, more specifically on the south side of 158th between 27th NE and 28th NE Streets.

1.1 The City will pay all costs of this project element except the District will pay \$23,000 toward this cost to be paid within 30 days of invoice by the City.

2. The City will provide all educational materials and training for District Staff and PTA. and provide facilities for the District Staff and PTA training.

2.1 The City will pay for all education and training materials and trainers. It shall reimburse the District's costs of substitute teachers necessary for Briarcrest teachers to attend training. The City shall pay these substitute teacher expenses at a rate of \$150/day or \$75/half day within 30 days of invoice by the District.

3. The City will provide all educational materials and training for Briarcrest Elementary School students including the cost of trainers.

4. District Responsibilities.

1. The District will provide facilities for educational presentations for Briarcrest Elementary students, including display of education materials provided by the City.

2. The District will provide for dissemination of education al materials to students.

3. The District will contribute \$23,000 toward the cost of design or construction of the public works frontage improvements described in section 1(a) and will reimburse the City for work completed within 30 days of invoice from the City.

5. No Administrative Entity. No new or separate legal or administrative entity is created to administer the provisions of this agreement.

6. Compliance with Laws. The City accepts responsibility for compliance with federal, state or local laws and regulations including, in particular, bidding requirements applicable to public works.

7. Representatives: Any notice required under this Agreement will be in writing, addressed to the party's representative at the address below (as modified in writing from time to time by such party), and given personally, by facsimile or email. All notices shall be effective upon the date of receipt.

Public Works Director
City of Shoreline
17500 Midvale Avenue N
Shoreline, WA 98133-4905
(206) 801-2700

Shoreline School District
18560 1st Ave. NE
Shoreline, WA 98155
206-393-4514

8. Filing: Executed copies of this agreement shall be filed as required by RCW 39.34.040 prior to this agreement becoming effective.

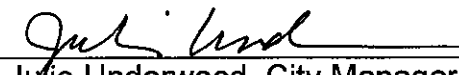
APPROVED:


Superintendent/Designee
Shoreline School District

Date:

August 27, 2012

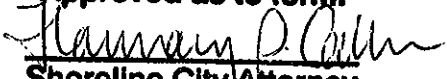
Approved:


Julie Underwood, City Manager
City of Shoreline

Date:

9/24/12

Approved as to form:


Shoreline City Attorney