

**Lake Washington School District and City of Redmond
Interlocal Agreement for
Joint Use and Development of Facilities, Programs, Maintenance and Operations**

This Agreement is made and entered into this ^{20th}~~19th~~ day of March 2018, by and between Lake Washington School District No. 414 (hereinafter referred to as the "District"), a Washington municipal corporation, and the City of Redmond, a Washington municipal corporation (the "City").

WITNESSETH:

WHEREAS, the District and the City are mutually interested in supporting community programs for education, athletics, and recreation; and

WHEREAS, the governing bodies of the City and District are authorized pursuant to RCW 39.34 to enter into agreements with each other, and to do any and all things necessary or convenient to aid, cooperate, and make efficient use of their powers; and

WHEREAS, the City has established the Department of Parks and Recreation (the "Department") for carrying out the purposes of developing and maintaining community parks, athletic facilities, and recreation and cultural arts programs; and

WHEREAS, the District is responsible for public education of the students in the community, including physical education and athletic activities in relation to the educational program; and

WHEREAS, the City and District own facilities, and athletic fields in the City, and are mutually interested in assuring such facilities and fields are available for the benefit of District students and the Redmond community with the least possible expenditure of public funds; and

WHEREAS, the City and District have previously entered into agreements that address joint use of fields and facilities and intend that, except as provided herein, that this Agreement shall supersede all previous agreements; and

WHEREAS, the City has concluded the recreation needs of the community could be better met if the development and maintenance of certain District facilities were enhanced to levels beyond that needed for educational requirements of the District; and

WHEREAS, the City and the District anticipate entering into more specific agreements relating to this Agreement and joint use and development of facilities and programs by means of Addendum(s) to this Agreement,

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, the City and District hereby agree to cooperate with each other in carrying out the above-stated purposes, and to that end agree as follows:

1. Purpose and Subject Matter.

A. This Agreement supersedes and replaces the Joint Use Agreement entered into between the parties dated May 27, 1993. Upon signature of this Agreement by both parties, the 1993 Joint Use Agreement is terminated and of no further effect.

B. The subject of this Agreement is the joint City and District development, maintenance, scheduling, and use of parks, outdoor athletic fields and facilities, and indoor facilities, including gymnasiums and commons/cafeterias at schools located in the City of Redmond (see Exhibit A).

C. The parties agree that City facilities and properties are intended for use and for the benefit of Redmond residents of all ages. It is therefore agreed that, in planning programs and scheduling activities on City property, the needs and opportunities of all age groups will be provided for. The City shall make City facilities suitable for school programs available to the District. Use of said facilities shall be in accordance with the policies and procedures of the City for the use of City facilities, by the laws of the State of Washington, and as otherwise provided for in this Agreement.

D. The parties agree that District facilities, and athletic fields are intended primarily for school and educational purposes for the benefit of students and the school age population that reside within the District. The District shall make school facilities available to the City which are suitable for community programs. Use of said facilities shall be in accordance with the policies and procedures of the District for the use of school facilities and as otherwise provided for in this Agreement. Any conflicts under this Agreement regarding use of District fields and facilities shall be resolved with the objective of meeting the primary purpose of use by District students and school age children.

E. The parties agree that during the time period covered by this Agreement, the District facilities and athletic fields are intended to be used jointly for school and community recreation purposes for the benefit of District students, the District, and the City at large. In planning programs and scheduling activities on school grounds, the security, academic, athletic and recreational needs and opportunities of school age children will be the highest priority and will be adequately protected.

2. General Understandings for Availability and Use of School and City Facilities

A. District and City shall make buildings and grounds available for use by the other party on a first priority basis after the scheduling requirements for its own programs have been met. All joint use programming and activities scheduled will comply with the facility owner's policies and procedures, unless otherwise agreed upon. Additional rules governing the availability and use of specific facilities are set forth in this Agreement.

B. The City understands that District facilities are under site-based management, and that scheduling will be coordinated on a building basis with the expectation that the City would have second priority. This would be similar to City parks, fields and facilities, in which the District would have second priority based on the availability.

C. The District understands that City facilities are under site-based management, and that scheduling will be coordinated by the City of Redmond scheduler with the expectation that the District would have second priority. This would be similar to City athletic fields, in which the District would have second priority based on the availability.

D. The mutual goal of the City and District will be to maintain program continuity and quality, to meet the expectations for program or events.

E. The City will be responsible for repairing any damage to District facilities arising out of the City's use, ordinary wear and tear excepted. The District will be responsible for repairing any damage to City facilities arising out of the District's use, ordinary wear and tear excepted. Each party will be responsible for cleaning up any litter, debris, or refuse deposited on any facility during that party's use and for leaving the facility in a neat, clean, and orderly condition after said use. The ultimate responsibility for the maintenance, repair, and use of facility space will remain with the owner of the facility.

F. This Agreement shall be consistent with and subject to all District and City policies and other guidelines concerning facility use. All facility users will comply with District and City policies which prohibit various activities, including, but not limited to tobacco, smoking, vaping, alcoholic beverages, and weapons. The parties have provided each other with copies of their respective policies and guidelines.

3. Scheduling

A. The District and the City will engage in joint and cooperative scheduling of facilities. For scheduling purposes, priority will be given to programs that provide direct benefit to youth.

B. The City shall act as the coordinator for scheduling of use of City-owned facilities, and shall make the final decision with respect to scheduling City field and facility use. The City shall act as the coordinator for scheduling District owned athletic fields, except for the stadium at Redmond High School, during times that are not in conflict with the District’s own use of its fields. The City shall schedule with user groups in a manner with which is consistent with the District’s use priorities set forth in Exhibit B. The City shall inform the District of time requested by community user groups. The District will submit desired District programming use of City fields and facilities annually (June) to the City scheduler, with the understanding that adjustments will be made seasonally.

C. Use of Fields. The District may modify the schedule below based upon changes in the time required for its own use of athletics fields:

ATHLETIC FIELDS					
LEVEL	MONTHS	DAYS	START	END (unlighted)	END (lighted)
ELEMENTARY SCHOOL	SEPTEMBER – JUNE	MON – FRI	4:00pm	DUSK	N/A
		SAT	8:00am	DUSK	N/A
		SUN	9:00am	6:00pm	N/A
	JULY – AUGUST	MON – SAT	8:00am	DUSK	N/A
		SUN	9:00am	6:00pm	N/A
MIDDLE SCHOOL	SEPTEMBER – JUNE	MON – FRI	4:30pm	DUSK	N/A
		SAT	8:00am	DUSK	N/A
		SUN	9:00am	6:00pm	N/A
	JULY – AUGUST	MON – SAT	8:00am	DUSK	N/A
		SUN	9:00am	6:00pm	N/A
HIGH SCHOOL	SEPTEMBER – JUNE	MON – FRI	6:00pm	DUSK	10:00pm
		SAT*	8:00am	DUSK	10:00pm
		SUN	9:00am	6:00pm	6:00pm
	JULY – AUGUST	MON – SAT	8:00am	DUSK	10:00pm
		SUN	9:00am	6:00pm	6:00pm

* High schools often hold Saturday morning practices during the spring.

D. Use of Gymnasiums. The District shall act as the coordinator for scheduling use of elementary, middle school and high school District gymnasiums during times that are not in conflict with the District’s own use of its gymnasiums. The District agrees to allocate remaining gymnasium time according to the priority use schedule set forth in Exhibit B, and agrees to work with the City using all reasonable efforts to consider requests for gym time consistent with Exhibit B. The District may modify the schedule below for City and community use based on changes in the time required for its own use:

LEVEL	MONTHS	DAYS	START	END
ELEMENTARY SCHOOL	SEPTEMBER – JUNE	MON – FRI	4:30pm	9:30pm
		SAT	8:00am	9:30pm
		SUN	9:00am	9:30pm
	JULY – AUGUST	MON – SAT	9:00am	9:30pm
		SUN	N/A	N/A
MIDDLE SCHOOL	SEPTEMBER – JUNE	MON – FRI	4:30pm	9:30pm
		SAT	8:00am	9:30pm
		SUN	9:00am	9:30pm
	JULY – AUGUST	MON – FRI	8:00am	9:30pm
		SAT	9am	9:30pm
		SUN	9:00am	9:30pm
HIGH SCHOOL	SEPTEMBER – JUNE	MON – FRI	4:30pm	9:30pm
		SAT	8:00am	9:30pm
		SUN	9:00am	9:30pm
	JULY – AUGUST	MON – FRI	8:00am	9:30pm
		SAT	9:00am	9:30pm
		SUN	9:00am	9:30pm

4. **District Use of City Community Centers.** The District may schedule use of conference rooms and other facilities at the Redmond Senior Center, Redmond Teen Center and any other City Community Centers on an as needed basis for meetings, training, and other similar uses. The District shall be given second priority in such scheduling, with the City retaining first priority for City use.

5. **Redmond Pool at Hartman Pool.** The City has contracted with WAVE Aquatics to operate and manage Hartman Pool. Pool usage by the District must be coordinated and scheduled with WAVE or such other person or entity as the City may contract with for pool management and is subject to all pre-existing agreements for pool use entered into by WAVE or such other operator and all pool scheduling rules established by WAVE or such other operator.

6. Hours of Use and Change Notification Process.

A. The City and the District shall determine the hours of use for their respective facilities and allow for the maximum use of the space when the owner party has not scheduled it.

B. Each party will agree to honor each other's schedules to the greatest extent possible and not disrupt scheduled programs. Should an unforeseen event occur which precludes a joint activity or program from occurring, each party will seek to accommodate the scheduled program at an alternate space, facility or date.

C. Each party shall give adequate notification of scheduling changes or facility use to allow for completion of a program cycle, and where necessary, to relocate programming with support from the other party, as needed.

D. Each party shall notify at the earliest date and time possible of any changes, cancellations or weather related closures. It is the responsibility of the owner party of the activity or program to inform their participants, staff or volunteers of any changes.

E. Should an unforeseen event preclude a joint use activity or program from occurring, each party will seek to accommodate the scheduled program at an alternate facility. This procedure will not apply when the facility is not in normal or safe usable condition due to situations which are beyond the control of the owning agency, e.g. emergency or mandatory repairs/maintenance, pool contamination, or other unplanned closures, strikes, Acts of God, etc.

7. Staffing

A. The City shall provide adequate personnel to supervise city activities held in/on school facilities, and the District shall provide adequate personnel to supervise school activities held in/on City facilities.

B. The personnel employed by each agency shall act under the supervision, rules and regulations of that agency. The personnel of each party engaged in the performance of this Agreement shall not be considered employees or agents of the other party. Each agency shall be responsible for the acts and omissions of its own officers, employees and agents. Neither party is responsible for the acts and omissions of any person or entity not a party to this Agreement.

8. Fees and Charges

A. The District and City may charge rental fees, energy surcharge fees, supplies, utilities, and other expenses incurred to community users for the use of their facilities as set forth in District or City policy. The parties objective with respect to charging fees is that such fees will cover the actual cost of using the facilities and that fees will not result in a profit for the District or City.

B. The City may charge community users of District-owned athletic facilities to cover any administrative and maintenance costs which either the City or the District may incur.

C. Each party will determine any extra costs that maybe incurred due to use. These could include but not exclusive to: energy surcharge, extra maintenance due to excessive use, un-kept grounds, field lighting use, maintenance above normal, damage or improper use of equipment or grounds, custodial or maintenance staff, and security staff.

9. Facility Condition, Clean-up and Maintenance

A. Trash and garbage cleanup of fields and facilities is the responsibility of the party using the athletic field or facility. The user shall ensure that fields, gymnasiums and facilities are left clean immediately after use. Extra clean up fees may be assessed by the City or the District, for any party using the property and not leaving it in a clean condition.

B. All user-owned equipment, materials and gear shall be removed from the site after each use. Failure to do so may result in the City or District removing and storing the equipment with the cost of the removal being assessed to the user.

C. The City will be responsible for repairing any damage to District facilities arising out of the City's use. The District will be responsible for repairing any damage to City facilities arising out of the District's use.

D. Each party will be ultimately responsible for maintaining its fields and facilities in a neat, clean, orderly, and safe condition. The District shall maintain its facilities to District standards and the City shall maintain its facilities to City standards. The City and the District may each contract with or accept help from others regarding facility maintenance, e.g., the City's agreements with Redmond High School and the Redmond North and West Little Leagues for field maintenance, but the ultimate responsibility for maintenance lies with the owner of the facility.

10. Advertising

A. The City shall allow no advertising or signage, temporary or permanent, on District athletic fields or facilities without the prior written consent of the District.

B. The District shall allow no advertising or signage, temporary or permanent, on City fields or facilities without the prior written consent of the City.

11. Safety and Security

A. As necessary, the District and the City shall jointly promulgate facility operating rules consistent with adopted District policies, regulations, and procedures, and adopted City ordinances, policies and resolutions to ensure safety and welfare of all facilities users.

B. Security, parking and crowd control are the responsibilities of the user of the athletic fields and facilities.

C. The user shall assure the City or District that all vehicles are kept off athletic fields and out of unauthorized areas during facility use, provided that this restriction shall not apply to maintenance vehicles operated by the facility owner and emergency vehicles when responding to a call for emergency service. For all District athletic fields and facilities, the user shall also certify in writing to the City that the user will comply with all District policies, including the prohibition of tobacco products, smoking, alcoholic beverages, weapons.

D. The user assumes full responsibility for the conduct of persons involved in the user's activity or who are present with the consent of or invitation of the user, or as a result of the user's activity. Such responsibility also includes the cost of repair to or replacement of property damaged or destroyed by the act or omissions of the user, its agents, or invitee. Either the City or District may require, as a condition of use, the hiring of security personnel and/or commissioned police officers.

E. All programs must provide adequate supervision by adults, age 18 and above. Emergency and site evacuation plans will be available at each location.

F. Security of gate and locks are also the responsibility of the party using the District athletic field or facility. The user may be assessed an extra fee for any gates and/or locks left unsecured after their use, including paying for any additional labor cost or charges incurred by the District.

12. Replacement of Materials/Equipment

A. The City shall furnish and supply all expendable materials and equipment necessary for carrying on city-sponsored activity in/on District facilities unless otherwise agreed.

B. The District shall furnish and supply all expendable materials and equipment necessary for carrying on district-sponsored activity on City facilities unless otherwise agreed.

C. In those situations where the City is the primary user of District equipment (such as volleyball nets, etc.), the City agrees to financially support the District in the periodic replacement of such equipment based on usage. In those situations where the District is the primary user of City equipment (such as bases, swim pool equipment, etc.), the District agrees to financially support the city in the periodic replacement of such equipment based on usage. In both cases, the City and the District shall agree on a replacement schedule.

13. Improvements, Maintenance, Operations and Refurbishment

A. Subject to the written approval of the Superintendent, or his/her designated representative, the City may improve school grounds, athletic fields and playground areas of the District, and with coordination with the applicable principal and the District's Director of Support Services. Ownership and maintenance of such equipment or enhanced facilities will be addressed in separate addenda to this Agreement.

B. Subject to the written approval of the City Mayor, or his/her designated representative, the District may improve park facilities (including the installation of school equipment). Ownership and maintenance of such equipment or enhances facilities will be addressed in separate addenda to this Agreement.

C. It is further agreed that the design, plans, specifications and standards for the placement of all equipment, facilities and improvements upon said premises (whether permanent or temporary), and the type, design and construction thereof, shall be approved in writing by the party owning the premises prior to any installation or construction thereof, which approval shall not be unreasonably withheld.

D. The cost of maintaining, operating and refurbishing specific improved areas shall be borne proportionately by the City and the District as determined by the scheduled use of said area; and further, the City and the District agree to maintain such areas in good conditions during the periods of their respective responsibility as will be addressed in separate addenda to this Agreement.

14. Agreement Development. Representatives of the District and the City shall meet as necessary, to address the issues that may arise and to discuss scheduling and maintenance issues, equipment replacement scheduled, and potential co-funded capital projects. This Agreement and any addenda thereto shall be reviewed at least annually by these representatives.

15. Changes Impacting Joint Use. When either the District or the City contemplates a change that could impact the joint use access of the other, that party will consult with the other party far enough in advance so that the other party can analyze the impacts and plan for the change.

16. Dispute Resolution

A. In the event a dispute arises as a result of implementation of this Agreement, resolution shall first be addressed by the site-based supervisors.

B. If City and District site-based representatives are unable to resolve the dispute, and either party continues to believe that the other agency is not fulfilling the performance obligations established by this Agreement, that agency shall give written notice of its complaint to the other party. The party receiving the complaint shall, within 15 calendar days, correct the situation and confirm the correction in writing or reject the complaint and explaining why a remedy cannot be achieved.

C. The District's Associate Director of Support Services and the City's Deputy Director of Parks and Recreation agree to meet to resolve the complaint. If they are unable to do so, the issue shall be referred to the District's Associate Superintendent of Business and Support Services and the City's Director of Parks and Recreation for resolution.

D. If the City and District representatives are unable to resolve the complaint, the District's Superintendent and the City's Mayor agree to meet to resolve the complaint.

E. If the parties are unable to resolve the conflict after engaging in the above process after ninety (90) days or upon a mutually agreed upon date, then either party may terminate the Agreement as provided for herein.

17. Supremacy of Addendum. Should the terms and conditions of any addendum to the Agreement conflict in part or in total with the terms hereof, then the terms and conditions of the addendum shall control in relation to the specific properties and/or activities identified in the scope of such addendum. IN addition, if the terms and conditions of this Agreement of an Addendum to this Agreement conflict in part or in total with state law or other governing statutes, then the state law or other governing statute shall control.

18. Force Majeure. Neither party shall be held responsible or be considered in breach of this agreement based upon events beyond their control or reasonably unforeseeable including, but not limited to natural disasters, mechanical or structural failures, or unusual athletic success. Each party shall endeavor to notify the other as early as possible should such an event occur or it its likelihood of occurrence increases. The parties shall work to minimize the impact of such rare events on the rights and obligations articulated in this agreement.

19. Terms of Agreement.

A. The initial term of this Agreement shall commence on final approval by the governing bodies of the District and the City and the term shall end five (5) years thereafter. Either party may unilaterally, with or without cause, terminate this Agreement by providing not less than twelve (12) months written notice.

B. If the parties fail to mutually extend this Agreement prior to sixty (60) days before the end of the initial five (5) term or any subsequent term by a writing signed by the parties, and neither party has terminated the Agreement, the terms of this Agreement, or such other terms as the parties have agreed upon in writing, shall be renewed automatically for one-year periods thereafter unless terminated by either party in the manner provided in this Agreement.

C. Should the Agreement be terminated prior to the expiration of the applicable term, the terminating party will be responsible for reimbursing the terminated party for any improvements made by the terminated party to the terminating party's property. The reimbursement shall be based on the straight line depreciated value of the improvement unadjusted for inflation based on the following schedule:

Field improvements:	10 year schedule
Equipment improvements:	5 year schedule
Building construction:	40 year schedule

20. Indemnification.

A. The City agrees to protect, defend, hold harmless, and indemnify the District, its officers, employees, and agents from any costs, claims, suits, actions, judgments, awards or liabilities for injury or death of any person, or for the loss or damage to property, arising out of the City's use, maintenance or operation of the District's facilities or from the conduct of City business, or from any activity work or thing done, permitted, or suffered by the City in or about the District's facility, except only for (i) where such injury or damage is attributable to some act or omission of the District, or (ii) where such injury or damage shall have been occasioned by the contributory negligence of the District. If the District incurs any fees, expenses and/or costs, including reasonable attorney's fees, to enforce the provisions of this article, all such fees, expenses and costs shall be recoverable from the City.

B. The District agrees to protect, defend, hold harmless, and indemnify the City, its officers, employees, and agents from any costs, claims, suits, actions, judgments, awards or liabilities for injury or death of any person, or for the loss or damage to property, arising out of the District's use, maintenance or operation of the City's facility or from the conduct of District business, or from any activity work or thing done, permitted, or suffered by the District in or about the City's facility, except only for (i) where such injury or damage is attributable to some act or omission of the City, or (ii) where such injury or damage shall have been occasioned by the contributory negligence of the City. If the City incurs any fees, expenses and/or costs, including reasonable attorney's fees, to enforce the provisions of this article, all such fees, expenses and costs shall be recoverable from the District.

C. The foregoing indemnity is specifically and expressly intended to constitute a waiver of each party's immunity under Washington's Industrial Insurance Act, RCW Title 51, as respects the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitors' employees. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

D. This indemnity is not intended to waive or abrogate either party's right to the immunity protections afforded by the Washington Recreational User Statute, RCW 4.24.200 - .210 and both parties retain any and all rights they have under said statutes for claims by users.

21. Insurance.

A. The District and the City shall purchase and maintain for the duration of the Agreement Commercial General Liability insurance in an amount of not less than \$5 million per occurrence limit and not less than \$5 million general aggregate policy limit. The owner agency shall be named as an additional insured on the user agency's Commercial General Liability insurance policy. Each agency's Commercial General Liability insurance shall include coverage for participant liability. The insurance certificate shall give a thirty (30) – day notice of cancellation.

B. The insurance policies shall contain, or be endorsed to contain that the insurance coverage of the party using the other's facility shall be primary / non-contributory insurance for liability arising from such use or facility responsibility. Any insurance, self-insurance, or insurance pool coverage maintained by the owner of the facility shall be in excess of the user's insurance and shall not contribute with it.

C. The aforementioned insurance coverage may be provided by comparable insurance risk pool coverage, and a coverage letter from the risk pool administrator may be provided in lieu of a certificate of insurance.

22. Nondiscrimination

A. In using District and City facilities, users shall not discriminate against any person on the basis of any individual differences and/or characteristic including, for example, but not limited to race, gender, age, disability, physical condition, sexual orientation, ethnic group, or religion. As part of an application for facility use, applicants shall attest and certify with regard to non-discrimination practices.

B. In addition, users shall have policies in place to provide individuals with disabilities the opportunity to participate in activities contemplated by this agreement.

C. The parties shall comply with the State of Washington's "Fair Play in Community Sports Act" (Chapter 467, 2009 Laws, effective July 26, 2009) that prohibits discrimination against any person in a community athletics program on the basis of sex.

23. Assignment. Neither party will assign its rights or responsibilities under this Agreement without written authorization of the other party. Written authorization shall not be withheld unreasonably

24. Severability. If any term or clause of this Agreement is held invalid or unenforceable, the remainder of the Agreement will not be affected, but shall continue in full force.

25. Notices. Any notice or other communication required under this Agreement, shall be in writing, addressed to the appropriate party at the address which appears below (as modified in writing from time to time by such party), and given personally during normal working hours to the party to whom such communication is directed, by registered or certified mail, return receipt requested, by facsimile or by a nationally recognized overnight courier services. All notices shall be effective upon the date of receipt. and shall be deemed to have been properly given when delivered personally during normal working hours to the party to whom such communication is directed, or three (3) working days after being sent by regular mail, to the following addresses:

City:

Maxine Whattam, Director
Parks and Recreation Department
City of Redmond
15670 NE 85th Street
Redmond, WA 98052
Phone: 425-556-2310
Email: mwhattam@redmond.gov

District:

Barbara Posthumus, Associate Superintendent,
Business Services and Support Services
Lake Washington School District
15212 NE 95th Street
Redmond, WA 98052
Phone: (425) 936-1211
Email: bposthumus@lwsd.org

26. Non-Waiver. Failure of either party to insist upon the strict performance of any term of this Agreement will not constitute a waiver or relinquishment of any party's right to thereafter enforce such term.

27. Integration. This writing contains all terms of the parties' agreement on this subject matter. Except for the Amendments for certain District facilities described in this Agreement, which expressly survive, it replaces all prior negotiations and agreements. Modifications must be in writing and be signed by each party's representative.

28. Entire Agreement. This writing contains all terms of the parties' agreement on this subject matter. It replaces all prior negotiations and agreements. Modifications must be in writing and be sign by each party's representative.

29. Filing. Pursuant to RCW 39.34.040, this Agreement will either be filed with the County Auditor or listed by subject on the City and District's web-site or other electronically retrievable public source.

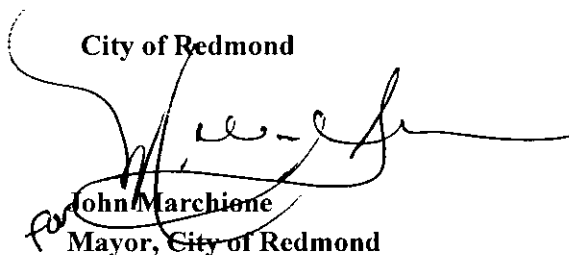
IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed on their behalf.

Lake Washington School District



Dr. Traci Pierce
Superintendent, Lake Washington
School District

City of Redmond



John Marchione
Mayor, City of Redmond

City Agreement Routing Form

The Project Administrator should complete the top section of this form, once Department Head/Designee signature has been obtained, attach the specified number of agreement originals to this form (have the contractor/supplier sign all original copies before routing) and forward the documents to the City Clerk for internal city routing. The City Clerk will route the agreement to the Risk Manager for approval of insurance and indemnification requirements, to the City Attorney for approval as to legal form and to the Mayor for signature. The City Clerk will then attest/authenticate the Mayor's signature and will forward this form and remaining agreement(s) to Project Administrator.

Project Title: **COR and LWSD Interlocal Agreement for Joint Use & Development Facilities, Programs, Maintenance and Operations**
Type of Service: **Exhibit A = Scope of Work**
Exhibit B = Work Schedule
Exhibit C = Payment Schedule

Supplier/Contractor Name:

Contract/Agreement Amount, Original: 0 Amended Amount: \$0.00

Council Approval Date: March 13, 2018 3/20/18 Nature of Funding: N/A

Project Administrator: Rachel Van Winkle MailStop: 4NPK Phone: x2334

Anticipated Agreement Start Date: 3/19/18 Estimated Completion Date: 5 year agreement w/ 1 year extensions

Does this contract contain the purchase of technology related items/services? YES NO
If Yes, route to: I.S. Manager (3SFN)

I.S. Signature: _____ Date: _____

Will federal funds be used to pay for all or part of contract? YES NO
If Yes, check for debarment at www.sam.gov (print results and keep a copy in project file)

Department Head/Designee Signature: Rachel Van Winkle Date: 3-29-18

Comments: for Maxine Whattan

Account Numbers/ Distribution: 100%

NIGP/Commodity Code: _____

ROUTING PROCESS: (2 copies)

To: City Clerk _____ Date: 3/30/18
(for routing and tracking) AG

Risk Manager Jene Banach Date: 4/3/18
(Signature or initials)

City Attorney JAW Date: 4/3/18
(Signature or initials)

(Note: If contract exceeds Mayor's authorized signing limits, route to City Clerk (3NFN) for council approval) _____ Date: 4/5/18

Mayor _____ Date: _____
(Signature or initials)

City Clerk M. Date: 4/5/18
(Signature or initials)

NOTE: The agreement becomes fully executable once the Mayor has signed it. The Project Administrator may then forward one set of originals to the Contractor/Consultant and work may begin. The City's original will be retained by the City Clerk. Once all signatures have been obtained, forward a copy of this form to Accounts Payable, with payment instructions.

Finance use ONLY Supplier Id Date Received Agreement # 8656