

**INTERLOCAL AGREEMENT BETWEEN  
THE CHEWELAH SCHOOL DISTRICT  
AND  
THE CITY OF CHEWELAH**

This Interlocal Agreement (“Agreement”) is hereby entered into pursuant to the Interlocal Cooperation Act of RCW Chapter 39.34 by and between the Chewelah SCHOOL DISTRICT, a Washington municipal corporation (“DISTRICT”) and the City of Chewelah, a Washington municipal corporation (“CITY”), both of which are “public agencies” for purposes of this Agreement, which shall be effective\_\_\_\_\_, 2023.

**RECITALS**

**WHEREAS**, CITY and DISTRICT desire to share the initial cost of an electronic reader board-type sign(“Sign”) to be placed on DISTRICT property along Highway 395; and

WHEREAS, CITY and DISTRICT wish to guarantee CITY’s ability subsequently to use Sign to post messages of public interest for travelers along Highway 395;

**NOW, THEREFORE**, pursuant to Chapter 39.34 RCW and based upon the foregoing Recitals, the Parties agree, as follows:

1. **PURPOSE.** The purpose of this Agreement is to facilitate the cooperation of CITY and DISTRICT in purchasing and placing Sign, and in providing for subsequent city-specific advertisement of events, city-related business and announcements upon Sign.
2. **TERM and TERMINATION.** This Agreement may remain in effect for an initial term of thirty (30) years from the date of execution, unless mutually terminated by the parties. If DISTRICT chooses to terminate this Agreement, it may do so with 90-days’ notice with the consent of the CITY. Notwithstanding any termination, all obligations to defend, indemnify, and hold harmless as created herein shall survive any such termination.
3. **ADMINISTRATION.** No new or separate legal or administrative entity is created by this Agreement. DISTRICT shall handle all aspects of Sign’s placement and maintenance.
4. **DISTRICT RESPONSIBILITIES:**
  - a. DISTRICT will construct or cause to be constructed an electronic reader board-type sign (“Sign”), which Sign shall at all times remain property of DISTRICT;
  - b. DISTRICT shall maintain the Sign so that it remains in compliance with all applicable laws and regulations;
  - c. DISTRICT shall maintain responsibility for all content posted on Sign;
  - d. DISTRICT shall maintain the Sign in good working condition and appearance, with all costs of maintenance borne by DISTRICT; and
  - e. DISTRICT shall publish CITY messages on the sign as requested by CITY, subject to DISTRICT approval on a rotating schedule (approximately weekly).
5. **CITY RESPONSIBILITIES:**
  - a. CITY will make a one-time payment to DISTRICT in the amount of SEVEN THOUSAND FIVE HUNDRED and 00/100 DOLLARS (\$7,500.00) towards purchase of the Sign.
  - b. CITY will not submit messages that violate DISTRICT Policies or negatively impact DISTRICT’s educational purpose in any way.
  - c. CITY Deputy-Clerk Treasurer will create and submit their own message to the DISTRICT to

be posted to \_\_\_\_\_(District Representative?)

6. **INDEMNIFICATION.** DISTRICT shall defend, indemnify, and hold harmless CITY and CITY's agents, employees, and representatives, from any and all liability or claim of liability arising out of this Agreement for any claim alleged to result from or be connected in any manner whatsoever with any act or omission by DISTRICT, including its agents, representatives, and employees, but not for any acts or omissions of CITY, or its agents, employees, or representatives over which DISTRICT exercises no direction or control. This agreement to indemnify and hold harmless includes, without limitation, any and all acts or omissions to act by DISTRICT, including its agents, representatives, and employees as such relates to the Property which creates a claim, liability, or damage, excluding those activities conducted at the direction of CITY.

7. **GENERAL PROVISIONS:**

- a. This Agreement may be amended only by a written instrument signed by the parties.
- b. The parties to this Agreement, in the performance of work pursuant to this Agreement, will be acting in their individual capacities and not as agents, employees, volunteers, partners, joint ventures, or associates of one another. The employees, volunteers, or agents of one party shall not be considered or construed to be the employees, volunteers, or agents of the other party for any purpose whatsoever.
- c. This Agreement shall be binding upon and inure to the benefit of each party's permitted successors and assigns, heirs, beneficiaries, and personal representatives.
- d. Neither party assign this Agreement in full or any part thereof.
- e. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than Washington. In the event that either Party is in breach of the terms of this Agreement, the Superior Court of the State of Washington shall be the exclusive jurisdiction for the purposes of adjudicating said breach .

**IN WITNESS WHEREOF**, this Agreement has been executed by the authorized representative of each party on the date set forth below:

**CHEWELAH SCHOOL DISTRICT**

**CITY OF CHEWELAH**

By: \_\_\_\_\_  
Jason Perrins, Superintendent

By: \_\_\_\_\_  
M. Gregory McCunn, Mayor

Dated \_\_\_\_\_

Dated \_\_\_\_\_