



INTERLOCAL AGREEMENT

SNOHOMISH COUNTY SCHOOL DISTRICTS GROUP

This Interlocal Agreement is dated this 3rd day of September, 2019, by and between Everett Public Schools No. 2, Monroe School District No. 103, and Snohomish School District No. 201 (collectively the "Group").

WHEREAS, the Group is comprised of school districts located in Snohomish County working on school siting and Growth Management Act issues; and

WHEREAS, in the past, members of the Group have worked together on Growth Management Act and impact fee issues;

WHEREAS, the Group wishes to outline its mutual goals, the conditions and requirements for participating in the Group and for terminating membership in the Group, the allocation of fees among the members, and the operating procedures under which the Group will act; and

WHEREAS, the Parties enter into this Interlocal Agreement pursuant to and in accordance with the State Interlocal Cooperation Act, Chapter 39.34 RCW, for the purposes of setting forth the duties and responsibilities of the parties with regard to Group activities.

NOW THEREFORE, the Parties agree as follows:

I. Introduction and Mission Statement:

The members of the Group seek to work collaboratively on issues related to the Growth Management Act, planning, the siting of schools, and the renovation and/or reconstruction of existing schools. Group members shall determine the scope of the issues and the appropriate work products.

II. Membership:

The members of the Group are identified in this Agreement. A school district may join the Group after the execution of this Agreement, but such a request is subject to the approval of the Group by a simple majority vote. Neither the addition of members to the Group or the departure of members constitutes an amendment to this Agreement. Any school district that becomes a party to this Agreement shall thereby assume the general rights and responsibilities of all other parties to this Agreement.

III. Term of Agreement:

The Group will work on issues related to the Growth Management Act, planning, the siting of schools, and the renovation and/or reconstruction of existing schools. The Group will monitor and participate in the development of Vision 2050, the Snohomish County Countywide Planning Policies, the Snohomish County Comprehensive Plan, and city comprehensive plans as needed. The Group may decide to change the scope of work plan. In this case, the work plan and the parties must review and approve the budget at that time.

IV. Fees:

The budget for the Work Plan will be discussed by Group members. Fees for the Group will be based on an initial \$5,000 base fee. Any new member that joins the Group shall also pay the applicable base fee. Additional fees will be allocated according to school district full-time enrollment from the prior year's October count. If the Group decides that additional work beyond the Phase I work plan is required, the budget and fee allocation model will be determined by Group members at that time. When a school district terminates its membership in the Group, that school district is not entitled to a refund of the payments made or other contributions it has made to the Group.

V. Operating Procedures:

A. Meetings and Membership:

The Group will meet on as needed basis to discuss the Work Plan. Such meetings may occur in person, via conference call, via video conference or any combination thereof. At such meetings, Group members will be briefed and asked to provide direction to Legal Counsel regarding the Work Plan, strategic issues, and future courses of action.

B. Representatives:

Each district will appoint a representative or representatives to the Group and each district shall advise the Group of the district's designee(s). The representative(s) will receive copies of the Group's briefing materials, updates (including email updates), proposed work plans, proposed budgets, and billings for membership fees.

The representative(s) should plan to attend any Group meetings or to participate in the conference calls. It is the responsibility of the representative(s) to report the Group's work projects and to request budget authorization from the appropriate individual in the district. The representative(s) will be referred to in this Agreement as the "Group member."

C. Review of the Work Plan:

At the initial Group meeting, Group members will discuss and approve the proposed work plan. At Group meetings, Group members will be briefed regarding work efforts to date.

D. Legal Counsel:

The Group shall be empowered to select and hire Legal Counsel to provide legal services and assistance. Legal Counsel shall serve as an ex-officio member of the Group and shall be authorized to represent the Group in matters before the entities participating in the development of Vision 2050, the Snohomish County Countywide Planning Policies, and the Snohomish County Comprehensive Plan, and relevant cities, governmental agencies, the courts, the Legislature, as well as other groups having an interest in or reviewing matters pertaining to the work of the Group.

Between meetings and as appropriate, Group members will receive updates and requests for information from Legal Counsel by email, memorandum, or telephone.

VI. General Terms:

- A. This Interlocal Agreement shall become effective when executed by a simple majority of the Parties defined above.
- B. It is recognized that amendments to this Interlocal Agreement may become necessary, and such amendment shall become effective only when the Parties have executed a written addendum to this Interlocal Agreement.

VII. Rights to Other Parties:

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

VIII. Governing Law and Filing:

- A. This Interlocal 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.
- B. This Interlocal Agreement shall be filed with the Secretary of each District's Board of Directors and shall be listed by subject on the website(s) of one or more of the Group members.

IX. Counterparts:

This Interlocal Agreement may be executed in one or more counterparts. When the Interlocal Agreement, or such counterparts, has been executed by one or more districts in accordance with the General Terms, it shall be binding on those districts, even though the districts may have not, at that time, signed a single Interlocal Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Interlocal Agreement on the date and year set forth above.



Everett Public Schools No. 2

Monroe School District No. 103



Snohomish School District No. 201

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Everett Public Schools No. 2



Monroe School District No. 103

Snohomish School District No. 201

APPROVED

SEP 23 2019

**MONROE SCHOOL DISTRICT
BOARD OF DIRECTORS**