

Resolution #610

**A RESOLUTION OF THE TOWN COUNCIL OF YACOLT, WASHINGTON,
AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN THE
TOWN OF YACOLT AND BATTLE GROUND SCHOOL DISTRICT #119 FOR THE
COLLECTION, DISTRIBUTION, AND EXPENDITURE OF SCHOOL IMPACT FEES**

Whereas, the Town of Yacolt, (hereafter “*Yacolt*” or “*Town*”), is obligated to adopt development regulations that implement its Comprehensive Growth Management Plan and ensure compliance with the requirements of RCW 36.70A of the Growth Management Act;

Whereas, the Washington State Legislature passed RCW 82.02 which authorizes the Town to collect school impact fees on new growth and development activity for the purpose of having that new growth and development pay a proportionate share of the costs of new school facilities that are required because of that new growth and development;

Whereas, on or about May 3, 1994, the Yacolt Town Council adopted Ordinance No. 352, now codified at Article I of Chapter 3.15 of the Yacolt Municipal Code, creating a program for the assessment and collection of school impact fees on appropriate residential construction within the Town;

Whereas, since the adoption of its school impact fee program, the Town has collected and continues to collect school impact fees on behalf of the Battle Ground School District #119, (“*District*”);

Whereas, the Town and the District desire to enter into an Agreement, pursuant to and in accordance with the Interlocal Cooperation Act, Chapter 39.34 RCW, to describe the terms by which the parties will administer and distribute authorized school impact fees;

Whereas, the Town Council of Yacolt has determined that it is in the public interest to authorize the Mayor of Yacolt to execute the Interlocal Agreement between the Town and the District attached as Exhibit A hereto, (“*Agreement*”); and,

Whereas, the Town Council of the Town of Yacolt is in regular session this 10th day of April, 2023, and all members of the Town Council have had notice of the time, place, and purpose of said meeting:

NOW THEREFORE, be it Resolved by the Town Council of the Town of Yacolt, Washington, as follows:

Section 1 - Approval of Agreement: The Interlocal Agreement between the Town of Yacolt and the Battle Ground School District #119, a copy of which is attached hereto as Exhibit A and incorporated herein by this reference, is hereby accepted and approved by the Town Council. The Mayor of the Town of Yacolt is hereby authorized to execute the Agreement between the Battle Ground School District and the Town of Yacolt in a form substantially similar to Exhibit A, for and on behalf of the Town of Yacolt.

Section 2 - Reservation of Authority: The Town Council reserves all lawful authority to approve capital facilities plans, plan updates, school impact fees adopted and proposed by the District, and other elements of YMC 3.15 over which the Council has discretion and authority.

Section 3 - Filing of Agreement: An executed original of the Agreement shall be filed with the Clark County Auditor or published and filed in any other manner that satisfies the filing requirements of RCW 39.34.040.

Section 4 - Effective Date: This Resolution shall be effective immediately upon adoption by the Town Council in accordance with law. The Town Clerk is directed to publish notice of the adoption of this Resolution in the Town's official newspaper by publishing the following summary:

Town of Yacolt - Summary of Resolution #610

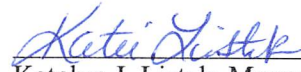
The Town Council of the Town of Yacolt adopted Resolution #610 at a regular meeting of the Town Council held on April 10, 2023. The content of the Resolution is summarized in its title as follows: "A Resolution of the Town Council of Yacolt, Washington, Authorizing the Execution of an Interlocal Agreement Between the Town of Yacolt and Battle Ground School District #119 for the Collection, Distribution, and Expenditure of School Impact Fees".

The effective date of the Resolution is April 10, 2023. A copy of the full text of the Resolution will be mailed upon request to the undersigned at the Yacolt Town Hall, P.O. Box 160, Yacolt, WA 98675: (360) 686-3922.


Published this 19th day of April, 2023.
Yacolt Town Clerk.

Resolved by the Town Council of the Town of Yacolt, Washington, at a regular meeting thereof this 10th day of April, 2023.


TOWN OF YACOLT


Katelyn J. Listek, Mayor

Attest:


Stephanie Fields, Town Clerk

Approved as to Form:

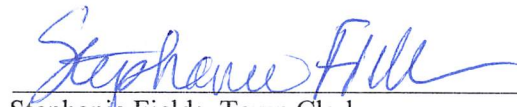

David W. Ridenour, Town Attorney

Ayes: Shealy, Peto, Beck, Homola, Viray
Nays: 0
Absent: 0
Abstain: 0

TOWN CLERK'S CERTIFICATION

I hereby certify that the foregoing Resolution is a true and correct copy of Resolution #610 of the Town of Yacolt, Washington, entitled "A Resolution of the Town Council of Yacolt, Washington, Authorizing the Execution of an Interlocal Agreement Between the Town of Yacolt and Battle Ground School District #119 for the Collection, Distribution, and Expenditure of School Impact Fees" as approved according to law by the Yacolt Town Council on the date therein mentioned.

Attest:



Stephanie Fields, Town Clerk

Published: April 19, 2023
Effective Date: April 10, 2023
Resolution Number: 610

**INTERLOCAL AGREEMENT BETWEEN THE BATTLE GROUND SCHOOL DISTRICT #119
AND THE TOWN OF YACOLT FOR THE COLLECTION, DISTRIBUTION, AND
EXPENDITURE OF SCHOOL IMPACT FEES**

THIS INTERLOCAL AGREEMENT ("*Agreement*") is by and between the Town of Yacolt, a Washington municipal corporation, ("*Town*" or "*Yacolt*"), and Battle Ground School District No. 119, a Washington municipal corporation, ("*District*"). The Town and the District are collectively referred to as the "*Parties*".

RECITALS

Whereas, the Washington State Legislature passed the Growth Management Act of 1990 and 1991, Chapter 36.70A RCW, (the "*Act*"), and Chapter 82.02 RCW, which authorize the collection of impact fees on new growth and development activity for the purpose of having that new growth and development pay a proportionate share of the costs of new facilities required based on that new growth and development;

Whereas, the Act and Chapter 82.02 RCW require that impact fees may only be collected for public facilities which are addressed by a capital facilities element of a comprehensive land use plan;

Whereas, on or about May 3, 1994, the Yacolt Town Council adopted Ordinance No. 352, now codified at Article I of Chapter 3.15 of the Yacolt Municipal Code, ("*YMC*"), for the purposes of implementing the Act for the collection of school impact fees;

Whereas, on August 15, 2016, the Yacolt Town Council adopted Ordinance No. 545, now codified at Article III of Chapter 3.15 of the YMC, for the purposes of implementing a program for the deferral of certain impact fees as required by Section 82.02.050 RCW;

Whereas, the Town has collected and continues to collect school impact fees on behalf of the District;

Whereas, the District periodically prepares capital facilities plans in compliance with the Act and Chapter 82.02 RCW for adoption by the District's School Board;

Whereas, the Town's authority to collect and distribute current and future school impact fees is contingent upon the Town's adoption of the District's capital facilities plans; and,

Whereas, the Town and the District desire to enter into this Agreement under the terms and conditions provided below pursuant to and in accordance with the Interlocal Cooperation Act, Chapter 39.34 RCW, for the purposes of administering and distributing authorized school impact fees:

NOW THEREFORE, in consideration of the mutual promises herein, the Parties agree as follows:

AGREEMENT

1. **GENERAL AGREEMENT.** The Town and the District agree to comply with the terms of this Agreement which govern the collection, distribution, and expenditure of school impact fees.
2. **RESPONSIBILITIES OF THE DISTRICT.** The District, by and through its employees, agents, and representatives, agrees to:
 - 2.1 Generally. Comply with Chapter 82.02 RCW, as written or hereafter amended, Chapter 36.70A, as written or hereafter amended, YMC 3.15, as written or hereafter amended, and

with all applicable laws regarding school district impact fees, including without limitation all requirements regarding capital facilities plans, school impact fee schedules, impact fee limitations, use of funds, and refunds.

- 2.2 Submit Capital Facilities Plans for Town Review. Upon the adoption of any capital facilities plan or any update to a previously adopted plan, but in no event later than every six years, the District shall submit to the Town a six-year capital facilities plan or an update to a previously adopted plan, together with a school impact fee schedule and calculations, which meets the requirements of the Act, Chapter 82.02 RCW, and YMC 3.15. The District will attempt to provide these submittals to the Town on or before June 1 of the year it is submitted.
- 2.3 Establish Fund for Deposit of Impact Fees. Authorize Clark County, as Treasurer for the District, to establish a District Impact Fee Fund as a sub-fund of the District's Capital Projects Funds in which impact fee revenues and interest revenues will be deposited. The fund shall be an interest-bearing fund, and shall be invested in a manner consistent with the investment policies of the District.
- 2.4 Expenditure of Impact Fees. Expend impact fee revenues provided to the District under this Agreement, and all interest proceeds on such revenues, solely for expenditures authorized by Chapter 82.02 RCW, as written or hereafter amended, and by YMC 3.15, as written or hereafter amended, related to facilities identified in capital facilities plans and plan updates as adopted from time to time by the District, and as authorized and approved by the Town.
- 2.5 Annual Report. Prepare a report sufficient to satisfy the requirements of RCW 82.02.070(1), as it exists or may be amended, and submit such report to the Town on or before January 1 of each year, showing the source and amount of all moneys collected, earned or received, and system improvements that were financed in whole or in part by school impact fees. Each District annual report shall be sent to the Town on or before April 1 of each year for the preceding calendar year.
- 2.6 Refunds of Impact Fees. Refund impact fees and interest earned on impact fees which have been disbursed to the District's Impact Fee Fund when a refund is required under applicable law and documentation in support of such refund, as may be reasonably required by the District, is provided by the Town. Examples of situations where a refund may be required include, without limitation, (1) when the proposed development activity does not proceed and no impact to the District has resulted, unless the District determines that it has 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.
- 2.7 Assistance to the Town. Reasonably participate and assist with decisions and actions involving impact fee assessments, credits, appeals, refunds, deferrals, collections and other matters that may arise during the term of this Agreement. Assistance to the Town may include, where reasonably necessary, providing District witnesses or information at the District's expense to defend any administrative or other appeal or challenge of YMC 3.15 or this Agreement.

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- 2.8 Record Keeping. Maintain all accounts and records necessary to ensure proper accounting for all impact fee funds and compliance with this Agreement, the Act, Chapter 82.02 RCW, and YMC 3.15, as amended.

3. RESPONSIBILITIES OF THE TOWN. The Town, by and through its employees, agents, and representatives, agrees to:

- 3.1 Generally. Comply with Chapter 82.02 RCW, as written or hereafter amended, Chapter 36.70A, as written or hereafter amended, YMC 3.15, as written or hereafter amended, and with all applicable laws regarding school district impact fees, including without limitation all requirements regarding capital facilities plans, school impact fee schedules, impact fee limitations, use of funds, and refunds.
- 3.2 Review New Capital Facilities Plans. Timely review and take action on capital facilities plans and plan updates as adopted from time to time by the District and revised impact fee schedules and calculations as proposed by the District, consistent with the requirements of Chapter 82.02 RCW as amended, Chapter 36.70A RCW as amended, and YMC 3.15 as amended.
- 3.3 Collect School Impact Fees. Assess and collect school impact fees pursuant to the District's then current capital facilities plan, as adopted by the Town, and Chapter 3.15 of the Yacolt Municipal Code, as written or hereafter amended, before the issuance of permits as set forth in YMC 3.15.030, unless collection of the school impact fee is deferred pursuant to YMC 3.15, Article III, (Deferral of Impact Fees).
- 3.4 Segregation of School Impact Fees Collected. Deposit all school impact fees collected on behalf of the District in a Town Fund specifically identified and reserved for the District. School impact fees collected by the Town will be deposited with a financial institution of the Town's choosing pursuant to a deposit schedule set by Town policy. The Town Fund shall be an interest-bearing fund, and shall be invested in a manner consistent with the investment policies of the Town. Funds received by the Town and attributed to school impact fees which are paid under protest shall not be available for transfer to the District, and shall be held by the Town or County, as is applicable, until the matter underlying said protest has been resolved pursuant to YMC 3.15.060, (Appeals), at which time said impact fees paid under protest shall be distributed according to the resolution of said protest.
- 3.5 Remit School Impact Fees to the District. The Town shall endeavor to remit the school impact fees and associated interest earned on a monthly basis, on or before the fifteenth of each month, for school impact fees collected during the preceding calendar month.
- 3.6 Monthly Reports. Distribute reports monthly to the District on the amount of impact fees collected; the person or entity who paid the fees; a description of the property where the development paying the fees is located; the permit number(s) associated with each payment; the interest attributed to the District that month for each contribution; the name of any project/development and the number and type of units for which school impact fees were paid under protest pursuant to YMC 3.15.060, (Appeals) and the corresponding amount of school impact fees paid under protest; and the details surrounding any situation where school impact fees were not paid when due (including school impact fees that were deferred under YMC 3.15.300 and RCW 82.02.050(3)), to allow the District to exercise its rights, including its rights under RCW 82.02.050(3)(d)(ii).

- 3.7 Review Exemptions. Determine whether exemptions from the payment of impact fees should be made pursuant to YMC 3.15.030-040. The Town shall evaluate applications to reduce or eliminate the school impact fee under YMC 3.15.040 in consultation with the District.
- 3.8 Review Credits and Adjustments. Review any request for credits and/or adjustments as to the required impact fees pursuant to Sections 82.02.060(3), (4), and (5) RCW, as amended, or YMC 3.15.050, as amended, and, in consultation with the District, determine the credits and/or adjustments as to the school impact fees due, if any, and provide the District with documentation and a written decision regarding the same.
- 3.9 Assist the District's Research. Cooperate with the District and assist the District in determining student generation factors of new developments and/or other demographic and development information.
4. **ADMINISTRATIVE FEES.** To cover the Town's administrative costs in collecting and depositing impact fee revenue into the applicable fund, generating monthly and annual reports as required herein, and generally undertaking all appropriate accounting measures, the District agrees to pay to the Town, upon receipt of an acceptable invoice, a flat fee of Ten Dollars, (\$10.00), per month for the Town's reporting requirement, plus Twenty Dollars, (\$20.00), for each impact fee received. The Town agrees to provide an invoice for administrative fees under this Section on at least an annual basis.
5. **AUDIT.**
- 5.1 Retention of Records. The Parties shall maintain suitable records of all material matters covered by this Agreement in accordance with State records retentions laws.
- 5.2 Availability of Records. Each party's records and documents with respect to all matters covered by this Agreement shall be subject to inspection, review, or audit by the other party. Each party agrees to cooperate with any monitoring or evaluation activities conducted by the other party that pertain to the subjects of this Agreement. Each party agrees to allow the other party to have full access to and the right to examine during normal business hours, all of the subject party's records with respect to all matters covered by this Agreement, (subject to exceptions from disclosure pursuant to applicable law). Each party and/or any of its employees, agents, or representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records and to make audits of all invoices, materials, payrolls, and records of matters covered by this Agreement. The party requesting the audit shall give at least fifteen (15) days' advance notice to the other party of fiscal audits being requested.
- 5.3 Public Records Act. The results and records of any such audit shall be maintained and disclosed in accordance with Chapter 42.56 RCW.
6. **DURATION OF AGREEMENT.** This Agreement shall remain in effect until terminated pursuant to Section 7 of this Agreement.
7. **TERMINATION OF AGREEMENT.**
- 7.1 Generally. This Agreement may be terminated by either Party at any time, without cause and with immediate effect, upon notice to the other Party pursuant to Section 10.

- 7.2 Survival of Rights and Obligations. Unless barred by an applicable statute of limitation or repose, the provisions of this Agreement that would reasonably be expected to survive the termination of this Agreement as having not been fully and necessarily performed as of the date of termination, shall survive termination, including without limitation Section 2.4 (Expenditure of Impact Fees); Section 2.5 (Annual Report); Section 2.6 (Refunds of Impact Fees); Section 2.7 (Assistance to the Town); Section 2.8 (Record Keeping); Section 3.4 (Segregation of School Impact Fees Collected) as to school impact fees collected by the Town prior to termination of the Agreement; Section 3.5 (Transfer School Impact Fees to the District) as to school impact fees collected by the Town prior to termination of the Agreement; Section 3.6 (Monthly Reports); Section 3.8 (Review Exemptions); Section 4 (Administrative Fees); Section 5 (Audit); Section 8, (Indemnification); Section 9 (Administration); Section 10 (Notices and Payments); Section 12 (Limitations of Liability); Section 14 (Dispute Resolution); Section 15 (Attorney Fees and Costs); Section 16 (Governing Law and Venue); Section 17 (Entire Agreement); Section 18 (Waiver); Section 20 (Assignment); Section 23 (Ratification); Section 24 (No Rights Conveyed to Other Parties); Section 25 (Additional Documents); and Section 26 (Time of the Essence).

8. INDEMNIFICATION.

- 8.1 Generally. Each party 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 by reason of the acts or omissions of the indemnifying party, its assigns, agents, contractors, licensees, invitees, employees or any person whomsoever arising out of or in connection with any acts or activities authorized by this Agreement. Each party further agrees to defend the other party and its authorized agents and employees in any litigation, including payment of any costs or attorney fees for any claims or action commenced thereon arising out of or in connection with the acts or activities authorized by this Agreement. This obligation shall not include such claims, costs, damages, or expenses which may be caused by the sole negligence of the other party or its authorized agents and employees. PROVIDED, that if the claims or damages are caused by or result from the concurrent negligence of each party and their agents or employees, this indemnity provision shall be valid and enforceable only to the extent of the indemnifying party's concurrent negligence. The District specifically agrees to defend and hold the Town harmless from any claims, actions, costs, damages or expenses of any nature including the costs of legal defense in the event that any action is brought challenging the authority, validity, legality, or constitutionality of school impact fees charged or to be charged under this Agreement or Chapter 3.15 of the Yacolt Municipal Code. No liability shall attach to the District or the Town by reason of entering into this Agreement except as expressly provided herein.
- 8.2 Mutual Waiver of Immunity. Each party specifically agrees to indemnify and hold harmless the other party from any and all bodily injury claims brought by its employees. For this purpose, the District and the Town, by mutual negotiation, hereby expressly waive, as to the other party only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. This Section does not purport to require that either party indemnify the other against liability for damages arising out of bodily injuries to person or damages caused by or resulting from the negligence of the party that would otherwise be entitled to indemnity under this provision, or its elected officials, officers, employees, and agents.
- 8.3 Attorneys' Fees and Costs. In the event either party incurs attorneys' fees, costs, or other legal expenses to enforce the provisions of this Section against the other party, all such fees, costs, and expenses shall be recoverable by the prevailing party. The indemnifying

party shall be responsible for the reasonable attorneys' fees and costs of the indemnified party, including all fees of attorneys and experts, and other costs and expenses incurred in good faith. In addition, the indemnified party shall be entitled to recover compensation for all of its in-house expenses (including materials and labor) consumed in its defense.

9. **ADMINISTRATION.** The Parties designate the following as their representatives responsible for administering the terms of this Agreement:

9.1 For the Town: The Town's Mayor.

9.2 For the District: The District's Superintendent or their designee.

10. **NOTICES AND PAYMENTS.** Notices, payments and other communications between the Parties shall be in writing and shall be either hand-delivered, emailed, or mailed by first-class mail, postage prepaid, to the addresses set forth in this Section. All notices shall be deemed given on the day such notice is personally served or emailed, and three (3) days after the date such notice is mailed by first-class mail. The name and address to which notices shall be directed may be changed by a party by giving the other party notice of such change as provided in this Section.

10.1 If to the Town:

Town of Yacolt
Attn: Town Clerk
P.O. Box 160
Yacolt, Washington 98675
Phone: 360-686-3922
E-mail: clerk@townofyacolt.com

10.2 If to the District:

Battle Ground School District
Attn: Superintendent
P.O. Box 200
Battle Ground, Washington 98604
Phone: 360-885-5300

11. **RELATIONSHIP TO EXISTING LAWS.** In meeting the commitments encompassed in this Agreement, the Parties will comply with the requirements of the Open Public Meeting Act, State Environmental Policy Act, annexation statutes and other applicable State or local law. The ultimate authority for land use and development decisions in Yacolt is retained by the Town. By executing this Agreement, the District and the Town do not purport to abrogate the decision-making responsibilities vested in them by law.

12. **LIMITATIONS OF LIABILITY.** The Parties agree that the Town shall in no event be liable to the District for the payment of money in connection with the school impact fee program with the exception of remitting to the District the impact fees collected for the District and the interest earned thereon. The Parties acknowledge that the Town is vested with authority to impose and collect school impact fees. The Town will collect school impact fees pursuant to YMC 3.15 and/or other applicable laws as they exist now or as they may be amended in the future. The Town and District may also work together cooperatively to collect school impact fees.

13. **COMPLIANCE WITH THE INTERLOCAL COOPERATION ACT.** This Agreement is an intergovernmental agreement entered into under the authority of the Interlocal Cooperation Act, Chapter 39.34 RCW. The Agreement includes the following elements:
- 13.1 Duration of Agreement. The duration of this Agreement is set forth in Section 6.
 - 13.2 No Separate Entity - Joint Administration. No separate legal or administrative agency exists or will be established in connection with this Agreement. The Parties shall administer the performance of this Agreement through their administrators as identified in Section 9.
 - 13.3 Purpose of Agreement. The purpose of this Agreement is to describe the rights and obligations of the Parties with regard to the collection, distribution, and expenditure of school impact fees within the Town of Yacolt.
 - 13.4 Manner of Financing. The Agreement will not require financing of any kind. Each party shall be responsible for budgeting any projected and actual financial impacts from the activities described in this Agreement in its own budgets.
 - 13.5 Termination of Agreement. This Agreement may be terminated as set forth in Section 7.
 - 13.6 Disposition of Property. No real property will be acquired, held, used, or disposed of in connection with this Agreement. The disposition of personal property and money to be collected, transferred and spent pursuant to this Agreement is described in Section 2, Section 3, and other sections of this Agreement.
 - 13.7 Document Execution, Filing and Effective Date. The Parties agree to execute two (2) originals of this Agreement by authorized signature(s) of the necessary official(s) of each party. An executed original of this Agreement shall either be recorded with the Clark County Auditor or posted on each party's web site as required by Section 39.34.040 RCW. Upon execution by the Parties and compliance with Section 39.34.040 RCW, each signed original Agreement shall constitute an enforceable Agreement that is binding upon the Parties. The Agreement shall therefore be effective upon recording with the Clark County Auditor.
14. **DISPUTE RESOLUTION.** The Parties are committed to working cooperatively in resolving all matters related to this Agreement and achieving its intent and purpose. If a dispute should arise, then the Parties agree to meet on an informal basis and try to resolve the matter. If the Parties are unable to resolve their dispute on an informal basis, then the Parties shall be free to pursue any remedies to which they are entitled, including formal litigation of any kind.
15. **ATTORNEY FEES AND COSTS.** If suit or action is brought either directly or indirectly to enforce the terms of this Agreement, the prevailing party shall recover and the losing party hereby agrees to pay reasonable attorney fees incurred in such proceedings, as well as the prevailing party's costs and disbursements, whether in trial, appellate or bankruptcy courts.
16. **GOVERNING LAW AND VENUE.** 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. Any action to enforce the provisions of this Agreement shall be brought in the court(s) of competent jurisdiction of Clark County, Washington.

17. **ENTIRE AGREEMENT.** The Parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings or other agreements not incorporated herein are excluded.
18. **WAIVER.** The waiver of any default, term or condition of this Agreement shall not be deemed to be a waiver of any other or subsequent default, term or condition. 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 Town and the District, which shall be attached to the original Agreement.
19. **AMENDMENTS.** This Agreement may be amended only by an instrument in writing that is formally approved and executed by the Parties.
20. **ASSIGNMENT.** No party hereto shall assign its rights or obligations under this Agreement without the prior written consent of the other party.
21. **SEVERABILITY.** In the event any term or condition of this Agreement or application thereof to any person or circumstance is held invalid or unenforceable, such invalidity shall not affect other terms, conditions, or applications of this Agreement which can be given effect without the invalid or unenforceable term, condition or application. To this end the terms and conditions of this Agreement are declared severable.
22. **NONDISCRIMINATION.** There shall be no discrimination against any employee or independent contractor paid by any funds which are the subject of this Agreement or against any applicant for such employment because of race, religion, color, sex, age, sexual orientation, handicap, or national origin. This provision shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training.
- The District and any independent contractor paid by funds which are the subject of this Agreement shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended.
23. **RATIFICATION.** Acts taken in conformity with this Agreement prior to its execution are hereby ratified and affirmed by the Parties.
24. **NO RIGHTS CONVEYED 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.
25. **ADDITIONAL DOCUMENTS.** The Parties agree to cooperate fully and execute any and all supplemental documents which are reasonably necessary and to take all additional actions which are reasonably necessary and appropriate to give full force and effect to the basic terms and intent of this Agreement.
26. **TIME OF THE ESSENCE.** Both Parties recognize that time is of the essence in the performance of the provisions of this Agreement.

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27. **SECTION HEADINGS.** Section and subsection headings contained in this Agreement are included solely for the convenience of the reader, and are not intended to be a part of this Agreement.

IN WITNESS WHEREOF, the Town and the District have executed this Agreement on the dates indicated below.

“Town”

The Town of Yacolt, a Washington municipal corporation:

Exhibit

Katelyn J. Listek, Mayor

Date

Attest:

Exhibit

Stephanie Fields, Town Clerk

Date

Approved as to form only:

Exhibit

David W. Ridenour, Town Attorney

Date

“District”

Battle Ground School District No. 119, a Washington municipal corporation:

Exhibit

Denny Waters, Superintendent

Date

Exhibit

Jackie Maddox, President, Board of Directors

Date

Approved as to form only:

Exhibit

LeAnne M. Bremer, District Attorney

Date