

**INTERLOCAL AGREEMENT  
BETWEEN  
SKAGIT VALLEY COLLEGE'S  
SKAGIT/ISLANDS HEAD START  
AND  
CONCRETE SCHOOL DISTRICT**

**PARTIES TO THE AGREEMENT**

**THIS AGREEMENT** is made and entered into by and between Skagit Valley College's Skagit/Islands Head Start, hereinafter referred to as "Head Start" and the Concrete School District, hereinafter referred to as "District" pursuant to the authority granted by Chapter 39.34 RCW.

**IT IS THE PURPOSE OF THIS AGREEMENT** to provide for District transportation services of certain students enrolled in the Head Start Program.

**THEREFORE, IT IS MUTUALLY AGREED THAT:** the District will perform the following services to Skagit/Islands Head Start:

- A. Two-way transportation for all children attending the Head Start classrooms located on the Concrete Elementary School Campus.
- B. Provide for all aspects of the operation and maintenance of the busses including license fees, insurance, maintenance and repairs, fuel, oil, driver compensation, and meeting the state, federal and Head Start requirements.
- C. The District will hire and train a bus monitor to be present on every Head Start bus run. The District will include the Bus Monitor's compensation in its monthly billing to Head Start.
- D. Verification of the following information on the Bus Drivers and Bus Monitors who transport Head Start Children will be maintained and provided for review as needed:
  - Health exam upon hire and every three years thereafter, TB screening within one year of hire,
  - Criminal records check (background check) demonstrating completion prior to employee's hire date. Any interval background checks conducted after initial hire,
  - Current and valid CDL,
  - Dates and type of training for driver/monitor role (if available, may be general list that covers all drivers for that school district),
  - Date of last performance evaluation, including an onboard observation. (If observation date is different from evaluation date, please record both.)

**STATEMENT OF WORK**

The District shall furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of the work set forth above.

### **PERIOD OF PERFORMANCE**

Subject to its other provisions, the period of performance of this Agreement shall commence on September 1, 2011, and be completed by August 31, 2012, unless terminated sooner or extended, as provided herein.

### **PAYMENT**

Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34.130. The parties have determined that the cost of accomplishing the work herein will not exceed \$23,000.00. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount.

### **BILLING PROCEDURE**

The District shall submit invoices to Skagit/Islands Head Start following the end of each calendar month for services provided during that month. Payment to the District for approved and completed work will be made by warrant or account transfer by the SVC within 30-days of receipt of the invoice. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 30-days after the expiration date or the end of the fiscal year, whichever is earlier

### **AGREEMENT CHANGES, MODIFICATIONS AND AMENDMENTS**

This Agreement may be changed, modified or amended by written agreement executed by both parties

### **ASSIGNMENT**

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

### **CONTRACT MANAGEMENT**

The program manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The Program Manager for SVC is: Mary Ellen Lykins, Director, Skagit/Islands Head Start, 2405 East College Way, Mount Vernon, WA 98273. Phone (360) 416-7590, Email: Maryellen.Lykins@skagit.edu.

The Program Manager for District is the Concrete School District Transportation Manager.

### **DISALLOWED COSTS**

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractor.

### **NEGLIGENCE**

Each party to this Agreement will be responsible for its own negligent acts and/or omissions and the negligent acts/omissions of its own employees or agents. No party will be considered an agent of the other and no party assumes any responsibility to the other for the consequences of any act or omission of any person, firm, or corporation not a party to this Agreement.

## **DISPUTES**

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

## **GOVERNANCE**

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable state and federal statutes and rules;
- b. Statement of work; and
- c. Any other provisions of the agreement, including materials incorporated by reference.

## **INDEPENDENT CAPACITY**

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

## **RECORDS MAINTENANCE**

The parties to this Agreement shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

### **RIGHTS IN DATA**

Unless otherwise provided, data which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the SVC. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books magazines, surveys, studies, computer programs, films, tapes and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

### **SEVERABILITY**

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement, which can be given effect without the invalid provision if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

### **TERMINATION**

Either party may terminate this Agreement upon 30-days' prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

### **TERMINATION FOR CAUSE**

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15-working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

### **WAIVER**

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

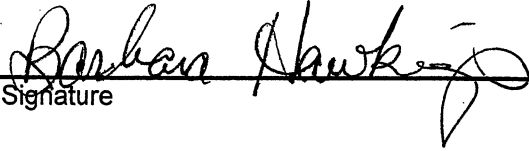
**ALL WRITINGS CONTAINED HEREIN**

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement.

CONCRETE SCHOOL DISTRICT

SKAGIT VALLEY COLLEGE

  
Signature

  
Signature

Sept.                      9-1-11  
Title                                      Date

VP Admin Svc                      8-25-2011  
Title    Date

APPROVED AS TO FORM:

Signature on file  
Assistant Attorney General