

Interlocal Agreement Between

Sedro-Woolley School District No. 101 and Concrete School District No. 011

Translation Services - Mixteco Language

This Agreement is entered into between and Sedro-Woolley School District No. 101 (SWSD) and Concrete School District (CSD) pursuant to the Interlocal Cooperation Act, RCW 39.34, RCW 28A.310.180; which authorize school districts to join together to engage in various activities.

I. PURPOSE

The general purpose of this Agreement, as authorized by the aforementioned statutes and/or other applicable laws, is for SWSD to provide up to 10 hours of translation services (Mixteco language) for parents of students attending Concrete School District who require translation services for the Mixteco language. CSD is unable to provide this specific-language translation services.

II. SERVICES

- There is currently one family with four students enrolled with CSD requiring translation services.

III. COMPENSATION

SWSD will be compensated at \$32.13 per hour of billed translation services during the 2021-2022 school year.

IV. DISPUTES

In the event that a dispute arises under this Agreement, it will be resolved in the following manner:

The parties will each individually appoint one member to a dispute board. The dispute board will evaluate the dispute and make a determination of the dispute. The determination of the dispute board will be final and binding on the parties hereto.

V. SUSPENSION AND DISBARMENT

The parties to the Agreement certify, and each relies thereon in execution of this Agreement, that neither their entity nor its Principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded for the award of contracts by any Federal governmental agency or department. "Principals", for the purpose of this certification, mean officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of subsidiary, division, or business segment; and similar positions). Further, each party agrees to provide the other(s) immediate written notice if, at any time during the term of this Agreement, it learns that its certification was erroneous when made or has become erroneous by reason of changed circumstances. Each party's certification via the execution of the Agreement is a material representation of fact upon which each party has relied in entering into this Agreement. Should either party determine, at any time during this Agreement, including and renewals hereof, that this certification is false, or should it become false due to changed circumstances, it may terminate this Agreement in accordance with the terms and conditions therein.

VI. TERMS OF AGREEMENT/TERMINATION

This Agreement begins September 1, 2021 and ends on August 31, 2022. Either party may terminate this Agreement early if mutually agreed upon by SWSD and CSD.

SWSD shall defend, indemnify, and hold harmless CSD in full for any and all claims against CSD or its employees, officials or contractors which arise from the acts or omissions of SWSD and its employees, officials and contractors in the provision of services under this Interlocal Agreement. CSD shall defend, indemnify, and hold harmless SWSD in full for any and all claims against SWSD or its employees, officials or contractors which arise from the acts or omissions of CSD and its employees, officials and contractors in the provision of services under this Interlocal Agreement.

VII. HEADINGS/SIGNATURES/APPROVAL

The headings of each section of this Agreement are only provided for the aid to the reader. If there is any inconsistency between the headings and the context, the context will prevail.

By signing this Agreement, the parties acknowledge that they have read and understand this Agreement. The parties further agree that this Agreement constitutes the entire Agreement between the parties and supersedes all communications, written or oral, heretofore related to the subject matter of this Agreement.

By signing below, each party affirms that this Agreement has been approved by his/her Board of Directors or he/she has been authorized by such Board to enter into this Agreement.

This Agreement will take effect when executed by the parties.

Dated this 27th day of January 2022.

**CONCRETE
SCHOOL DISTRICT**


WAYNE BARRETT, SUPERINTENDENT

**SEDRO-WOOLLEY SCHOOL
DISTRICT NO. 101**


MIRIAM MICKELSON, SUPERINTENDENT