

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

**1. PARTIES TO THE AGREEMENT**

This Interlocal 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.

**2. PURPOSE**

The purpose of this Agreement is to provide District transportation services to certain students enrolled in the Head Start program.

**3. PERIOD OF PERFORMANCE**

This Agreement shall become effective on September 6, 2022 and will expire on June 15, 2023 unless terminated sooner or extended as provided herein.

**4. SCOPE 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 herein.

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 classroom 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 and transportation cost 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 upon hire completed not earlier than one year prior to hire.
- Criminal records check (background check) demonstrating completion immediately prior to employee's hire date. Any interval background checks conducted after initial hire,
- Current and valid CDL for drivers,
- 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.)

Skagit/Islands Head Start will:

- A. Provide the District Transportation Department with a draft roster of enrolled children one week prior to classes starting, to enable the District to establish routes.
- B. Provide annual training on Head Start requirements to the transportation staff.
- C. Ensure that Center Staff members communicate regularly with the District Transportation Department with regard to the Head Start calendar, schedule changes, or class cancellations.
- D. Provide the District Transportation Department telephone number to families to enable them to communicate directly with the bus garage. Families will be asked to take responsibility to contact the bus garage in the event of illness or absence.
- E. Provide the District's transportation expectations to Head Start families.
- F. Ensure the District has a final calendar of class dates as soon as it is available, and discuss any requested changes to that calendar if desired.

## **5. COMPENSATION**

Head Start shall pay the District an amount not to exceed one hundred and twenty thousand (\$120,000) for the performance of all things necessary for, or incidental to, the work as set forth in the Statement of Work of this Agreement. Payment for satisfactory performance of the work shall not exceed the amount unless the parties mutually agree to a higher amount

The District shall submit invoices to Skagit/Islands Head Start following the end of each calendar month for services provided during that month. Invoices shall be forwarded to the attention of Mary Ellen Lykins, at the following address:

Skagit/Islands Head Start  
Skagit Valley College  
Business Office  
2405 E College Way  
Mount Vernon, WA 98273

## **6. 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](mailto:MaryEllen.Lykins@skagit.edu).

The Program Manager for District is Marla Reed/Paul Carter the Concrete School District Transportation Manager, 45389 Airport Way, Concrete, WA 98237. Phone (360) 853-4154, Email: [mreed@concrete.k12.wa.us](mailto:mreed@concrete.k12.wa.us).

## **7. DISPUTES**

Parties to this Agreement shall employ every effort to resolve a dispute themselves without resorting to litigation. In the event that a dispute arises under this Agreement that cannot be resolved among the parties, 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 then make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto, unless restricted by law. The cost of resolution will be borne by each party paying its own cost. As an alternative to this process, if state agencies, 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. The parties may mutually agree to a different dispute resolution process.

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

This Agreement may be changed, modified, or amended by written agreement executed by both parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

## **9. GOVERNING LAW AND VENUE**

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. This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Skagit County.



## **10. 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.

## **11. ORDER OF PRECEDENCE**

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 federal and state of Washington statutes, regulations, and rules.
- b. Mutually agreed upon written amendments to this Agreement.
- c. This Agreement
- d. Appendix A, Statement of Work and Budget.
  - Any other provisions or term of this Agreement, including materials incorporated by reference or otherwise incorporated.

## **12. RECORDS MAINTENANCE**

The parties to this Agreement shall each maintain books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) 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 of this Agreement 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 subject to state public disclosure laws.

## **13. RESPONSIBILITIES OF THE PARTIES**

Each party of this Agreement hereby assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omissions on the part of itself, its employees, its officers, and its agents. Neither party will be considered the agent of the other party to this Agreement.

#### **14. RIGHTS IN DATA**

Unless otherwise provided, data which originates from this Agreement shall be "work made for hire" as defined by the United States Copyright Act, Title 17 U.S.C. section 101 and shall be owned by state of Washington, Skagit Valley College. 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.

#### **15. 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.

#### **16. SUBCONTRACTORS**

The district agrees to take complete responsibility for all actions of any Subcontractor used under this Agreement for the performance. When federal funding is involved there will be additional subcontractor requirements and reporting.

Prior to performance, all subcontractors who will be performing services under this Agreement must be identified, including their name, the nature of services to be performed, address, telephone, WA State Department of Revenue Registration Tax number (UBI), federal tax identification number (TIN), and anticipated dollar value of each subcontract.

#### **17. 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 fifteen (15) business days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

#### **18. TERMINATION FOR CONVENIENCE**

Either party may terminate this Agreement without cause upon thirty (30) calendar day 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.

## 19. 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 written amendment to this Agreement signed by an authorized representative of the parties.


## 20. 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.

The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement.

IN WITNESS WHEREOF, the parties below, having read this Agreement in its entirety, including all attachments, do agree in each and every particular as indicated by their below signatures.

### Concrete School District

  
SIGNATURE

Superintendent      8-25-22  
TITLE                                      DATE

### Skagit Valley College

Christopher Villa  
Christopher Villa (Sep 23, 2022 13:32 PDT)  
SIGNATURE

President                                      Sep 23, 2022  
TITLE    DATE

APPROVED AS TO FORM:

Signature on file  
Assistant Attorney General