

Everett Community College Contract Number 181904261A
INTERAGENCY AGREEMENT

between

EVERETT COMMUNITY COLLEGE

and

ARLINGTON SCHOOL DISTRICT, No. 16

This Agreement is entered into by and between Everett Community College ("EvCC") and Arlington School District No. 16 ("District") for the period of July 1, 2019, through June 30, 2022, for the purpose of providing educational opportunities for the residents of North Snohomish County, Washington.

This Agreement does not apply to the College in the High School program operating at Arlington High School nor any District students enrolled in that program.

THEREFORE, IT IS MUTUALLY AGREED THAT:

STATEMENT OF WORK

The District shall furnish the necessary personnel, equipment, material and/or services and otherwise do all things necessary for or incidental to the performance of the work set forth in Appendix A, attached hereto and incorporated herein. EvCC shall furnish the necessary personnel, equipment, material and/or services and otherwise do all things necessary for or incidental to the performance of the work set forth in Appendix B, attached hereto and incorporated herein.

PERIOD OF PERFORMANCE

Subject to the provisions of this Agreement, the work set forth in Appendices A and B will commence on July 1, 2019 and be completed by the respective party on or before June 30, 2022, unless terminated sooner as provided herein.

PAYMENT

Compensation for work shall be based on the following rates and in accordance with the following terms or as set forth in Appendices.

BILLING PROCEDURE

The District shall submit invoices to EvCC no less than quarterly. EvCC will pay the District for approved and completed work within 30 days of receipt of the invoice. Upon the termination of the Agreement, the District will have 30 days from the termination date to submit any claim for payment not already made to ECC.

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

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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 seven years after termination, or in accordance with the applicable records retention schedule, whichever is longer.

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnished 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.

INDEPENDENT CAPACITY

Each party and their respective employees or agents 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. Either party may subcontract with the other party for services.

AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual written agreement, signed by personnel authorized to bind each of the parties.

TERMINATION

Either party may terminate this Agreement upon ninety (90) 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 with thirty (30) days. If the failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

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, contract terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto. To the extent that the parties and any dispute related to this agreement qualifies, as an alternative to the process described above, 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 contract 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. any Appendices to this Agreement; and
- c. any other provisions of this Agreement, including materials incorporated by reference.

ASSIGNMENT

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

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.

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.

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.

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 the Arlington School District is Brian Lewis (360) 618-6238.

The Program Manager for Everett Community College is Babette Babich, College Services, Everett Community College, 2000 Tower Street, Everett, Washington, 98201, 425-259-8788.

IN WITNESS WHEREOF, the parties have executed this Agreement.

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Everett Community College

By:

~~David N. Beyer~~

Denia J. Willis

Title: President

Everett Community College

Date:

8-15-19

Arlington School District

By:

Title:

SUPERINTENDENT
ARLINGTON SCHOOL DIST

Date:

7.8.19

Appendix A

ARLINGTON SCHOOL DISTRICT AGREES TO:

1. Provide shop, classroom and office space for EvCC's off-site classes and staff at Weston High School to serve North Snohomish County residents and/or workers. Weston High School space will be assigned by the District. The District will make every effort to provide classroom and shop space that meets the needs of the classes and/or laboratories being offered by ECC. District classes and/or events, both day and evening, shall have priority over and may require the relocation of an EvCC class from time-to-time. If this should occur, the District shall give at least fourteen (14) days' notice to the College.
2. Charge classroom and/or shop space at rates established per the District's Facility Use Board Policy 4260. Per Board Policy 4260, fee schedules are subject to change September 1st of each year. Current hourly fees for each room utilized are as follows thorough June 30, 2022:
Rental: \$0.00
Utilities: \$0.25 (\$8.00/weekends)
Maintenance fee: \$0.50
For weekday use, these fees total \$0.75/hour per room for the time rooms are scheduled; for example, if both classroom and shop are used at the same time, the cost would be \$1.50/hour.
3. Dedicate the two spaces indicated in Appendix C for use by EvCC and provide opportunity for utilization of additional classroom space through the District's facility use application process, using the fees described above and based upon availability outside of the Weston High School schedule.
4. Itemize and invoice the College for facility use costs no less than quarterly.
5. Provide parking space for EvCC students and staff at no cost on the Weston High School campus.

EVERETT COMMUNITY COLLEGE AGREES TO:

1. Provide the District evidence that EvCC is covered by the State of Washington Self-Insurance Program and the Tort Claims Act (RCW 4.92.060 et. seq.).
2. Provide the District with its classroom facility requests at least sixty (60) days prior to the anticipated use to facilitate the District's scheduling.
3. Require all EvCC staff and students utilizing District facilities during daytime, regularly scheduled, District hours to complete the Washington State Patrol criminal history verification form according to policy, and be responsible for bearing costs for this. Regular operating hours at Weston High School are from 7:30 AM to 3:00 PM.
4. Provide ECC students and staff who successfully clear the background check with an identification badge.
5. Handle individuals who do not clear the criminal history background check on a case-by-case basis with the assigned District contact, in conjunction with EvCC's Executive Vice President of Instruction and Student Services.
6. Expect all instructors, students, and staff on District premises to abide by all EvCC and District conduct policies. In addition, EvCC expects all instructors, students, and staff to abide by the District's no-smoking, drugs (including marijuana and alcohol) and weapons policies, as well as any other pertinent District policies or procedures related to the conduct of staff, students, or visitors.
7. Report any violations or complaints to the Executive Vice President of Instruction and Student Services at EvCC, who will promptly provide notice of any such violations or complaints to the District.
8. Ensure that shop equipment is maintained, repaired and replaced as needed for safe operations and effective instruction.
9. Ensure that all equipment and materials utilized at the District facilities is done so pursuant to the manufacturer's instructions and to a reasonably safe standard.
10. Ensure that materials and supplies are organized and secured as needed for safe operations, effective instruction, and in accordance with District policies and procedures.
11. Ensure that equipment related specifically to the machining shop that is desired by District is left with the District at the termination of this Agreement. Any items not desired by the District at termination of the Agreement will be re-located and/or disposed of by EvCC at its sole expense.

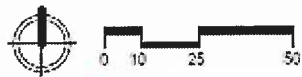
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12. Ensure that a current inventory of purchased and donated equipment and supplies is maintained and made available to the District.

Appendix C

WESTON HIGH SCHOOL

- GENERAL EDUCATION CLASSROOM: 8.5
- SCIENCE CLASSROOM: 0.5
- SPECIAL EDUCATION CLASSROOM: 1
- STUDENT SUPPORT
- ARTS & MUSIC: 1
- LIBRARY
- ADMINISTRATION
- GYM, COMMONS, CAFETERIA
- CIRCULATION
- BUILDING SUPPORT



Rooms within red border are dedicated to use by Everett Community College pursuant to the terms of this agreement

