

**YOUTH CAREER SERVICES  
INTERAGENCY AGREEMENT BETWEEN  
ARLINGTON SCHOOL DISTRICT AND  
WORKFORCE SNOHOMISH**

This Interagency Agreement (the "Agreement") is made by and between Arlington School District No. 16, (the "District") and The Workforce Development Council Snohomish County, DBA: Workforce Snohomish representing itself and on behalf of the WorkSource Youth Center and its subrecipients (the "Agency") pursuant to RCW 39.34, the Interlocal Cooperation Act, which provides for interlocal cooperation between governmental agencies. In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

**1. Purpose**

The purpose of this Agreement is to set forth the terms and conditions under which the District and Agency will collaborate in the provision of services to eligible students in the Open Doors Reengagement Program housed at Weston High School in the Arlington School District. The District Open Doors Reengagement Program is designed to support and serve students in 3 areas:

- High School diploma completion
- GED (General Educational Development) preparation
- Job employment, readiness, and placement

The District has the necessary services to support high school completion and GED components, whereas, Workforce Snohomish can provide more extensive services that will embellish the GED program as well as work readiness and job placement. This partnerships will provide opportunity to connect students to outside services and agencies within Snohomish County. Workforce Snohomish can serve students until age 24 which can bridge the gap after students leave the District after age 21.

**2. Term**

The term of this agreement is September 1, 2017, through August 31, 2018, contingent on the appropriation of state funding, unless terminated earlier as provided herein.

**3. Direction and Control**

Nothing in this Agreement creates any form of partnership, agency or joint venture relationship between the District and the Agency. Neither party to this Agreement is authorized to bind the other party or hold itself out as an agent or representative of the other party. The Agency and its employees and agents shall perform all duties pursuant to this Agreement as an independent contractor. The District shall not control nor direct the Agency Performance of Services under this Agreement. The Agency shall provide all staff and materials necessary to the performance of its duties under this Agreement.

**4. District Responsibilities**

- a. The District shall provide a representative who will serve as the liaison between the District and the Agency. This representative will be the point of contact for the Agency and will coordinate and collaborate in the provision of services.
- b. The District will provide to the Agency the following items:

- Classroom & Office Space including needed furniture
- Access to technology including Wi-Fi, projector, copier, phone, and other as mutually agreed to
- Student information access and exchange per parent or adult student permission
- Access to Open Doors students and staff for purposes of meeting, coordinating services, and developing individualized student services for high school and beyond
- Monthly meeting time between Workforce and the District to ensure on-going coordination and communication
- Will, to the best of its ability, refer Out-of-School youth, as defined by WIOA Title I, and Training and Employment Guidance Letter (TEGL) 21-16, to the Agency before enrollment into the Open Doors program

## 5. Agency Responsibilities

- a. The Agency will provide WIOA Youth Services to eligible participants, as defined in WIOA Title I, and TEGL 21-16, and in accordance with any Individual Service Strategy and/or Career Pathway plan as developed by the Agency and/or the District
  - i. Services include 1 or more of the 14 WIOA Youth Program Elements (TEGL 21-16 Section 7 and 20 CFR 681.460).
- b. The Agency will provide services to eligible participants to the extent allowable through WIOA funding, including a funding limit of no more than 25% of funds expended on In-School-Youth, as defined in WIOA Title I and TEGL 21-16.
- c. The Agency will provide on-site WIOA Title I Youth services to eligible participants in a frequency to be determined by the necessity of services, and amount of participants enrolled.

## 6. Modification and Termination of Agreement

- a. During the term, the Agreement may be modified or extended only by amendment signed by both parties. To the extent that the Agreement is amended, all terms and conditions pertinent to the Agreement shall be construed to refer to such Agreement in effect at the time of the amendment.
- b. Notwithstanding the terms of Section 6a, this Agreement may be terminated at any time by either party in the event of a material breach by the other party, except that if the breach is curable, the terminating party must provide the other party thirty (30) days' notice of the breach and an opportunity to cure the breach prior to the termination. In the event of a termination by the District for cause, the District may require the suspension of performance of the Agreement by the Agency during any cure period. Failure by either party to enforce any provision of this Agreement or to declare a breach shall not constitute a waiver thereof, nor shall it impair any party's right to demand strict compliance and performance of that or any other provision of this Agreement at any time thereafter.
- c. Either party may terminate this Agreement, without cause, upon sixty (60) days written notice to the other party. Sixty (60) days written notice shall be waived when termination of this Agreement is necessitated by changes or actions of the Agency funding sources including the Employment Security Department (ESD) and Employment and Training Administration, U.S. Department of Labor (DOL).

## 7. Dispute Resolution

Any dispute between the parties regarding interpretation or implementation of any term of this Agreement that the parties cannot informally resolve shall be submitted to mediation. When mediation is required, the parties shall cooperate in good faith in a mediation effort, will share the cost of mediation, and will cooperate in good faith to select a mediator agreed to by both parties.

#### 8. Governing Law and Venue

This Agreement shall be governed by the laws of the State of Washington and any lawsuit regarding this Agreement must be brought in Snohomish County, Washington.

#### 9. Hold Harmless

To the extent permitted by law, the parties shall indemnify and hold each other harmless against any and all actions, claims and demands, including claims of personal injury and property damage and attorneys' fees to the extent that such actions, claims or demands may result from any negligent acts or omissions of the indemnifying party under this Agreement.

#### 10. Insurance

Each party shall provide the other with documentation of insurance to cover such liabilities as might arise out of its performance under this agreement. If the party is self-insured for liabilities that arise out of its negligent acts or omissions, it shall provide the other party with certification of such self-insurance. Otherwise, the party shall provide the other party with certificate of insurance evidencing adequate insurance coverage.

#### 11. Suspension/Debarment Assurances

The parties to this Agreement certify, and each relies thereon in execution of this Agreement, that neither their entity nor its principals or subcontractors are presently debarred, suspended, proposed for debarment, or declared ineligible, or voluntarily excluded for the award of contracts by any Federal governmental agency or department. "Principals", for purposes 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 immediate written notice if, at any time during the term of the Agreement, including any renewals hereof, 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 this 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 any 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.

#### 12. Nondiscrimination

No individual shall be excluded from participation in, referral to, denied the benefits of, or subjected to discrimination under any such program or activity in whole or in part by this Agreement on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief; and against any beneficiary of programs financially assisted under Title I of the Workforce Innovation and Opportunity

Act (WIOA), on the basis of the beneficiary's citizenship/status as a lawfully admitted immigrant authorized to work in the United States, or his or her participation in any WIOA Title I-financially assisted program or activity.

### 13. Notification

The District shall post the "Equal Opportunity is the Law" notice provided by the Agency prominently in reasonable numbers and places where the Agency will provide services; shall disseminate the notice in written or electronic communications related to Agency services; and shall make the notice available during orientations and to each participant.

### 14. Agreement Execution

The terms and conditions of this Agreement are an integration and representation of the final, entire and exclusive understanding between the parties superseding and merging all previous agreement, writing and communications, oral or otherwise regarding subject matter of this Agreement. The parties signing below represent that they have read and understand this Agreement, and have the authority to execute this Agreement. This Agreement shall be binding only upon execution by both parties.

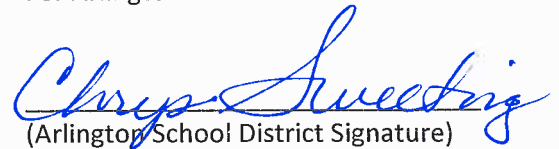
For Workforce Snohomish:

  
(Workforce Signature)

Erin Monroe  
(Print Name and Title)

9/15/17  
(Date)

For Arlington School District:

  
(Arlington School District Signature)

Chrys Sweeting, Superintendent  
(Print Name and Title)

8-29-17  
(Date)