

**INTERLOCAL AGREEMENT  
BETWEEN  
SKAGIT VALLEY COLLEGE  
AND  
CAREER CONNECT NW NETWORK  
EDUCATIONAL SERVICE DISTRICT 189**

**1. PARTIES TO THE AGREEMENT**

This Interlocal Agreement is made and entered into by and between Skagit Valley College, hereinafter referred to as "SVC", and the Career Connect NW Network Educational Service District 189, hereinafter referred to as "ESD 189", pursuant to the authority granted by Chapter 39.34 RCW.

**2. PURPOSE**

The purpose of this Agreement is to participate in the Maritime, Agriculture, Construction (M.A.C.) Model Framework Project for the purpose of providing inputs, guiding direction and feedback.

Provide feedback and connection to regional stakeholders, where relevant, in support of the project.

**3. PERIOD OF PERFORMANCE**

This Agreement shall become effective on September 1, 2024, and will expire on June 15, 2025, unless terminated sooner or extended as provided herein.

**4. SCOPE OF WORK**

ESD 189 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 in Appendix A, Statement of Work and Budget, attached hereto and incorporated herein.

## **5. COMPENSATION**

The SVC NW Center of Excellence for Marine Manufacturing and Technology (COE) shall pay ESD 189 an amount not to exceed SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$7,500) for the performance of all things necessary for, or incidental to, the work as set forth in the Statement of Work of this Agreement.

The ESD 189 shall submit two invoices as per the following schedule:

- October 31, 2024: \$3,750
- May 15, 2025: \$3,750

The invoices should be emailed to the attention of Kim Davis at [kim.davis@skagit.edu](mailto:kim.davis@skagit.edu).

## **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: Ann Avary, 1606 R Avenue, Anacortes, WA 98221, (360) 766-6282, x43504, [ann.avary@skagit.edu](mailto:ann.avary@skagit.edu)

The Program Manager for ESD 189 is: Jenny Veltri, 1601 R Ave, Anacortes, WA 98221, (360) 299-4068, [jveltri@nwesd.org](mailto:jveltri@nwesd.org)

## **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**

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. NONDISCRIMINATION**

A. Nondiscrimination Requirement. During the term of this Contract, Contractor, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, Contractor, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Contractor, or subcontractor, has a collective bargaining or other agreement.

B. Obligation to Cooperate. Contractor, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation

that Contractor, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).

C. Default. Notwithstanding any provision to the contrary, Skagit Valley College may suspend Contractor, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until Skagit Valley College receives notification that Contractor, including any subcontractor, is cooperating with the investigating state agency. In the event Contractor, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), Skagit Valley College may terminate this Contract in whole or in part, and Contractor, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. Contractor or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

D. Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, Contractor, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. Skagit Valley College shall have the right to deduct from any monies due to Contractor or subcontractor, or that thereafter become due, an amount for damages Contractor or subcontractor will owe Skagit Valley College for default under this provision.

## **20. 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.


**21. 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.

**EDUCATIONAL SERVICE DISTRICT 189**

  
Ismael Vivanco (Aug 23, 2024 18:51 PDT)

SIGNATURE

Superintendent 08/23/2024  
TITLE DATE

**SKAGIT VALLEY COLLEGE**

  
Eduardo Jaramillo (Aug 29, 2024 16:38 PDT)

SIGNATURE

VP for Administrative Services Aug 29, 2024  
TITLE DATE

Budget code to charge: 145-112-74011-0000007187-GENRL

## APPENDIX A

### STATEMENT OF WORK AND BUDGET

Participate in the Maritime, Agriculture, Construction (M.A.C.) Model Framework Project for the purpose of providing inputs, guiding direction and feedback.

Attend at least 2 stakeholder meetings and review draft framework.

Provide feedback and connection to regional stakeholders, where relevant, in support of the project.

Compensation: \$7,500

The ESD 189 shall submit two invoices as per the following schedule:

- October 31, 2024: \$3,750
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The invoices should be emailed to the attention of Kim Davis at [kim.davis@skagit.edu](mailto:kim.davis@skagit.edu).








# ILA-2425-078 ESD 189

Final Audit Report

2024-08-24

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# ILA-2425-078 ESD 189

Final Audit Report

2024-08-29

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