

**INTERLOCAL AGREEMENT
BETWEEN
DEPARTMENT OF ENTERPRISE SERVICES
ENGINEERING AND ARCHITECTURAL SERVICES DIVISION**

**AND
Sequim School District**

THIS INTERLOCAL AGREEMENT (IA) is made and entered into by and between the Department of Enterprise Services, Professional Facilities Division, Engineering and Architectural Services, (E&AS) and Sequim School District, (District) pursuant to the authority granted by RCW 39.34.

It is the purpose of this IA is for the design and construction of 4 (four) classrooms using cross laminated timber (CLT), pursuant to 2015 3rd Legislative Sp.S. Budget Proviso in Chapter 3 Sec. 1022. The District agrees that it accepts the additional classrooms on its property.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, or attached and incorporated by reference, the above named Parties mutually agree as follows:

1. STATEMENT OF WORK

- A. E&AS shall complete the required procurement of all necessary goods and services and otherwise do all things necessary for or incidental to the performance of the work, within the amount appropriated by the legislature and as set forth in this IA. E&AS is responsible for hiring and managing the design/build contractor and all sub-contractors.
- B. E&AS shall construct 4 (four) modular classrooms with CLT. The work will include external connection to the existing Greywolf Elementary School (171 Carlsborg Rd.; Sequim, WA 98382) building to accommodate access to and joining of the new structure to the existing structure.
- C. District accepts and allows the construction of the new classrooms on its property as described above, and at its request, such classrooms shall be attached to and have ingress and egress from the existing building. District further agrees, by 10/15/16, to remove any existing permanent, modular or portable structures on the building site and anything else currently preventing the new construction and all related construction activities at the west end of the school building.
- D. The Parties agree that the work must be completed on or before 5/31/17 or sooner and agree to fully cooperate to ensure the contractor and others involved in the construction project have full access to the building site, including the area of connection to the existing building with advance notice and coordination with school district representative and ability to complete the work in a timely manner.
- E. The Parties agree that should the work not be completed by the date above or should completion become impossible, for whatever reason, that the District shall not have a cause of action against the state beyond the initial amount appropriated and budgeted for this project.

2. TERMS AND CONDITIONS

All rights and obligations of the Parties to this IA shall be subject to and governed by the terms and conditions contained in the text of this IA and the attached and incorporated General Terms and Conditions.

3. PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this IA shall commence on 10/15/16 and be completed on 3/31/17, unless terminated sooner or extended, as provided herein.

4. COMPENSATION:

As this work is performed at the direction of the Washington State Legislature through a budget proviso and is part of the state's obligation to fund public education for Washington students there is no compensation agreement between the Parties, except that the obligation to perform the work extends only to the amount appropriated and budgeted for this project. The Parties agree that the consideration received by each Party is mutual and binding.

5. IA CHANGES, MODIFICATIONS AND AMENDMENTS

This IA may be changed, modified or amended by written agreement executed by both Parties.

6. IA MANAGEMENT

The representative 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 IA.

The representative Department of Enterprise Services is: Debra Delzell, P.O. Box 41476, 1500 Jefferson Street, Olympia, WA 98504 (360) 688-0706; debra.delzell@des.wa.gov

The representative for Sequim School District is: Donna Hudson; Sequim School District; Greywolf Elementary School, 171 Carlsborg Rd., Sequim, WA 98382; (360) 582-3300; dhudson@sequim.k12.wa.us

7. NONASSIGNABILITY

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by either Party without advance written notice to, and consent by, the other Party.

8. INDEPENDENT CAPACITY OF PARTIES

The Parties intend that an independent relationship will be created by this Agreement. Neither the District, or its employees or agents or E&AS or its employees or agents performing under this Agreement are employees or agents of the other. The Parties and their respective employees or agents will not hold themselves out as, nor claim to be, officers or employees of the other Party by reason of this Agreement and will not make any claim, demand, or application to or for any right or privilege which would accrue to such employee under law.

9. HOLD HARMLESS

To the extent permitted by law, each Party shall defend, protect and hold harmless the other Party and their respective employees, agents, officers, and assigns from and against all claims, suits, or actions arising from their own acts which are libelous or slanderous, which result in injury to persons or property, which violate a right of confidentiality, or which constitute an infringement of any copyright,

patent, trademark, or trade name through use or reproduction of material of any kind. Each Party shall be required to indemnify, defend, and hold harmless the other Party only to the extent a claim is caused in whole or in part by negligent acts or omissions of the indemnifying Party.

The Parties waive their respective immunity under RCW 51 (Industrial Insurance) to the extent required to indemnify, defend and hold harmless the other Party hereunder.

10. ETHICS COMPLIANCE

A Party may, by written notice to the other, terminate this Agreement if it is found after due notice and examination that the other Party has violated the Washington State ethics laws, or any similar statute involving the procurement of, or performance under, this Agreement.

11. PUBLIC DISCLOSURE/CONFIDENTIALITY

a) The Parties acknowledge that each is subject to RCW 42.56, the Public Records Act ("PRA") and that this Agreement shall be a public record as defined in RCW 42.56. Any specific information that is claimed by a Party to be confidential or proprietary must be clearly identified as such by said Party. If a PRA request is made to view information marked as confidential, the Party receiving the request will notify the other Party of the request and the date that such records will be released to the requester unless such other Party obtains a court order enjoining that disclosure.

b) Each Party agrees not to use or disclose any information concerning the other Party, or information which may be classified as confidential for any purpose not directly connected with the performance or administration of this Agreement except (1) with prior written consent of the other Party, or (2) as may be required by applicable law.

12. COMPLIANCE WITH APPLICABLE LAW

a) The Parties agree to be aware of comply with, with all applicable and current federal, state, and local laws, regulations, and policies.

b) In the event of a Party's noncompliance or refusal to comply with any applicable law or policy, the Agreement may be suspended or terminated in whole or in part upon ten (10) business days' prior written notice identifying such non-compliance or refusal.

13. RECORDS, REPORTS and AUDITS

Each Party shall maintain books, records, documents and other evidence of accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the Parties, the Office of the State Auditor, and federal officials so authorized by law, rule, regulation, or agreement. The Parties agree to retain all books, records, documents, and other materials relevant to this Agreement for six (6) years after the full termination or expiration of the Agreement and make them available for inspection by persons authorized under this provision. If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

14. REDUCTION IN FUNDS

In the event state funds appropriated for the work contemplated under this Agreement are withdrawn, reduced, or limited in any way by the appropriating authority during the Agreement Term, the affected Party may suspend or terminate the Agreement upon reasonable advance notice of such change in funding status, subject to renegotiation at the discretion of the Party affected by such funding and per the new funding status.

15. DISPUTES

Disputes arising under this Agreement shall be resolved by a panel consisting of one representative from E&AS, one representative from District, and a mutually agreed upon third Party. The dispute panel shall thereafter decide the dispute with the majority prevailing. The determination of the panel shall be binding on both Parties, unless it violates law.

16. ATTORNEYS' FEES

In the event of litigation or other action brought by either Party, each Party agrees to bear its own attorney fees and costs.

17. TERMINATION

Either Party may terminate this Agreement upon 30-days' prior written notification to the other Party. Neither Party shall be liable to the other for any cost due to termination.

Execution

We, the undersigned, agree to the terms of the foregoing IA.

Department of Enterprise Services
Engineering & Architectural Services Division

Sequim School District

SIGNATURE

SIGNATURE

NAME

NAME

TITLE

TITLE

DATE

DATE

Neal

Gary Neal

Superintendent

10/28/16