

INTERLOCAL AGREEMENT
Between
The Sumner-Bonney Lake School District
And
The Enumclaw School District
2023–2024 School Year

PARTIES

This AGREEMENT is made and entered into by and between the Sumner-Bonney Lake School District (herein SBLSD) and the Enumclaw School District (herein ESD).

PURPOSE

It is the purpose of this AGREEMENT to provide staffing for an Audiologist.

THEREFORE, IT IS MUTUALLY AGREED THAT:

SBLSD staff member (Audiologist) will work at ESD up to 7.5 hours per month.

PERIOD OF PERFORMANCE

The period of performance of this AGREEMENT shall commence on August 31, 2023 and be completed by the last day of the Sumner-Bonney Lake School District school calendar.

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 from the parties hereto, other personnel duly authorized by the parties, 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 in the SBLSD Business Office and ESD Business Office, 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. Provided that disclosure may occur when disclosure is required pursuant to the public disclosure provisions of Chapter 42.17 RCW. If such disclosure is requested, each party will notify the other of the request and allow the requested party sufficient time in compliance with the Public Disclosure Provisions to consult with counsel, if appropriate, before responding to inquiry.

RIGHTS IN DATA

Unless otherwise provided, data that originates from this AGREEMENT shall be “works for hire” as defined by the U.S. Copyright Act of 1976 and shall be owned by the requesting party. 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.

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.

AGREEMENT ALTERATIONS AND AMENDMENTS

This AGREEMENT may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

TERMINATION

Either district may terminate its obligations under this AGREEMENT subject to the following condition: In the event either district fails to provide services or appropriate payment for services, either party may terminate its involvement with this AGREEMENT. Termination of the AGREEMENT shall be accomplished by providing to the other party thirty (30) days written notice.

TERMINATION FOR CAUSE

If for any cause, a party does not fulfill in a timely and proper manner its obligations under this AGREEMENT, or if a 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 30 working days. If failure or violation is not corrected, this AGREEMENT may be terminated immediately by written notice of the aggrieved party to the other.

Either party shall have the option to terminate this AGREEMENT at any time. Termination shall be effective upon 30 (thirty) days written notice to the other party.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND INELIGIBILITY

To the best of their knowledge and belief, neither party is presently debarred, suspended, proposed for debarment or otherwise declared ineligible for the award of contracts by any Federal agency by the inclusion of the contractor or its principals as an excluded entity on the U.S. System for Award Management (SAM) Portal, at <https://www.sam.gov/portal/SAM/>. The prospective lower tier participant shall provide immediate written notice to the respective district if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous because of changed circumstances. Should the prospective lower tier participant enter into a covered transaction with another

person at the next lower tier, the prospective lower tier participant agrees by accepting this agreement that it will verify that the person with whom it intends to do business is not excluded or disqualified.

GOVERNANCE

This AGREEMENT is entered into pursuant to and under the authority granted by the laws of the State of Washington. 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 statutes and rules.
- b) Statement of work.
- c) AGREEMENT between SBLSD and ESD.
- d) Any other provisions of the AGREEMENT, including materials incorporated by reference.

ASSIGNMENT

The work to be provided under this AGREEMENT, and any claim arising thereunder, is not to be assigned or transferred nor is it delegable by any party in whole or in part, without the expressed prior written consent of the others, which consent shall not be unreasonably withheld.

WAIVER

A failure by a party to exercise its rights under this AGREEMENT shall not preclude that party from subsequently exercising such rights and shall not constitute a waiver of any other rights under this AGREEMENT unless stated in writing and 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 subject to severability.

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.

INDEMNIFICATION

To the extent permitted by state law, and for the limited purposes set forth in this AGREEMENT, each party shall protect, defend, hold harmless and indemnify the other party, their officers, elected officials, agents and employees, while acting within the scope of their employment as such, from and against any and all claims (including demand, suites, penalties, liabilities, damages, costs, expenses, or losses of any kind or nature whatsoever) arising out of or in any way resulting from such party’s own negligent acts or omissions related to such party’s participation and obligations under this AGREEMENT. Each party agrees that its obligations under this subsection extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees or agents. For this purpose, each party, by mutual negotiation, hereby waives, with respect to the other party only, any immunity that would otherwise be available against such claims under the industrial insurance act provisions of Title 51 RCW.

IN WITNESS WHEREOF, and consistent with action by the respective governing bodies to so authorize, the parties have executed this AGREEMENT.

Sumner-Bonney Lake School District

Enumclaw School District

Superintendent

Board President

Board Secretary

Date _____

Date _____

ADDENDUM A
Enumclaw School District
Effective Date: 8-31-2023
Audiologist – Elyse Wilson

RATES: Charges will be based on a rate of \$153.40 per hour including an indirect charge of 15.52%, for the contract total not to exceed \$12,655.50. Audiology Services provided to ESD not to exceed 7.5 hours per month or a total of 82.5 hours (August-June). Mileage will be paid per current IRS mileage rate per mile between ESD schools only. If required supplies and materials are needed at the request of the Audiologist or ESD, they will be ordered/purchased by SBLSD Special Services Department and billed to ESD. All orders for ESD Audiology students must be approved by the director of Special Education in ESD. Anything purchased will be the property of ESD. Prior approval from SBLSD Special Services Director is required for changes in work schedule or billable hours. SBLSD student calendar will be followed and the Audiologist will work with the SBLSD Special Services Director for any adjustments.

ASSIGNMENT: The Enumclaw School District Audiologist services up to 7.5 hours per month (August-June).

HOLIDAYS/NON-WORK DAYS: Both school districts student calendars will be followed and all non-student days are non-work and non-paid days. In addition, school closures due to inclement weather or other closures will be followed and any non-student days for any reason will be a non-work and non-paid day.

ENUMCLAW SCHOOL DISTRICT

Signature: _____

Print Name: _____

Title: _____

Date: _____

SUMNER-BONNEY LAKE SCHOOL DISTRICT

Signature: _____

Print Name: _____

Title: _____

Date: _____