

INTERLOCAL COOPERATION AGREEMENT Madrona Heights Sound Proofing Wall Project

This Interlocal Cooperation Agreement (“Agreement”) is entered into pursuant to Chapter 39.34.030 RCW by and between:

- South Kitsap School District No. 402, (“District”), and
- Olympic Educational Service District #114 (“ESD 114”).

The District and ESD 114 may be referred to individually as a “Party” and collectively as the “Parties.”

1. Purpose

The purpose of this Agreement is to establish the terms under which the Parties will share the costs associated with sound mitigation improvements to a shared wall located within the Madrona Heights facility (“Project”). The Project is intended to improve sound attenuation between adjoining spaces used by the Parties.

2. Scope of Work

The Project includes:

Construction of a sound-proofing wall from ceiling to floor along the shared wall, and Installation of sound insulation above the ceiling in the shared wall cavity, as necessary, based on field conditions identified during construction.

All work under this Agreement shall be managed, coordinated, and administered by the District.

3. Project Costs

Known Costs

As of the date of this Agreement, the estimated contractor cost for the ceiling-to-floor sound proofing wall is \$6,770.40, plus applicable taxes.

Variable Costs

Additional costs may be incurred for sound insulation above the ceiling. These costs cannot be precisely determined until access to the ceiling space is obtained during construction.

The total cost should not exceed \$1,000.00 plus applicable taxes.

Total Project Cost

The total Project cost shall consist of the actual invoiced costs for all labor, materials, and applicable taxes necessary to complete the Project.

4. Cost Sharing

The Parties agree to share the actual total Project cost as follows:

South Kitsap School District No. 402: 50%
Olympic Educational Service District #114: 50%

Each Party's share shall be calculated based on final, actual costs incurred by the District.

5. Payment and Reimbursement

The District shall contract with and pay the contractor directly for all Project-related costs.

The District shall provide ESD 114 with copies of paid invoices and a summary of costs. ESD 114 shall reimburse the District for its proportionate share within 30 days of receipt of a reimbursement request.

6. Project Administration

The District shall serve as the sole project administrator, including:

- Contractor selection and coordination
- Scheduling and oversight of work
- Review, approval, and payment of invoices

ESD 114 shall have no responsibility for project management, contracting, or direct payment to vendors.

7. Term

This Agreement shall become effective upon execution by both Parties and shall remain in effect until the Project is completed and all reimbursements have been paid, unless terminated earlier by mutual written agreement, not to exceed the end of the 2025-2026 fiscal period which ends on August 31, 2026.

8. Termination

This Agreement may be terminated only by mutual written agreement of the Parties. Any costs incurred prior to termination shall be shared in accordance with Section 4.

9. Records and Audit

The District shall maintain financial records related to this Agreement in accordance with applicable state records retention requirements. Records shall be made available to ESD 114 or auditors upon reasonable request.

10. No Separate Legal Entity

Pursuant to RCW 39.34.030(3), this Agreement does not create a separate legal or administrative entity. The Project shall be administered solely by the District.

11. General Provisions

This Agreement shall be governed by the laws of the State of Washington.
Any amendments must be in writing and signed by both Parties.
If any provision is found invalid, the remaining provisions shall remain in full force and effect.

Signed by:
Kristen L Sheridan 2/26/2026
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Kristen Sheridan, Early
Learning Director, OESD

Monica Hunsaker
Monica Hunsaker, Assistant
Superintendent Finance &
Operations, SKSD

DocuSigned by:
Jason Rhoads 2/26/2026
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Jason Rhoads, Assistant Superintendent
Finance & Operations, OESD

Signed by:
Dr. Aaron Leavell, Superintendent 2/26/2026
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Dr. Aaron Leavell,
Superintendent, OESD

Initial Initial DS
AR *SG* *TS*