



**INTERLOCAL AGREEMENT
BETWEEN**

**KBTC/BATES TECHNICAL College
2320 S 19th St
Tacoma WA 98405**

AND

**SUMNER-BONNEY LAKE SCHOOL DISTRICT
1202 Wood Avenue
Sumner, WA 98390**

THIS INTERLOCAL AGREEMENT is made and entered into by and between and the **Sumner-Bonney Lake School District** hereinafter referred to as the "**SBLSD**" and **KBTC/Bates Technical College** hereinafter referred to as "**KBTC**." The Sumner-Bonney Lake School District is a Washington State quasi-municipal corporation and KBTC/Bates Technical College is an agency of the State of Washington. Each party is a "Party" and collectively, they are the "Parties."

RECITALS

WHEREAS, pursuant to RCW 39.34.010, this Agreement enables the Parties to make the most efficient use of their powers by cooperating with each other on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of government organization that will accord best with geographic, economic, population and other factors influencing the needs and development of the local community;

WHEREAS, the Parties enter into this interlocal agreement, for the purposes of KBTC providing bilingual enrichment program services for SBLSD Spanish-speaking Latinx students and families during the 2025-26 school year and the summer of 2026; and

WHEREAS, the District is the owner of real property, including facilities and active use areas at Daffodil Valley Elementary School that are suitable for a bilingual enrichment program services when not being used by the District; and

WHEREAS, the Agreement allows for KBTC to use the facilities at the SBLSD's Daffodil Valley Elementary School under certain conditions as specified in the District's Facilities Use Policy (No. 4260) and Procedure (No. 4260P), copies of which are attached to this Agreement as Exhibits A and B; and

WHEREAS, the SBLSD and KBTC are authorized to enter into an agreement with one another to maximize available opportunities to improve bilingual enrichment opportunities for Latinx students, and to cooperate in the betterment of the community;

AGREEMENT

Section 1. DUTIES OF KBTC

By accepting this agreement, **KBTC** agrees to perform the following functions and duties:

1. Creating, operating, controlling, administering and managing the Bilingual Enrichment Program Services provided to SBLSD at the SBLSD's Daffodil Valley Elementary School and it shall be administered as a program of KBTC. KBTC will provide supplies and materials for all activities and provide staff with their own internet enabled electronic devices.
2. Provide language, cultural and educational expertise to work with Latinx Spanish bilingual students at Daffodil Valley Elementary.
3. Provide communication to families.
4. Provide supervision of SBLSD students participating in the program.
5. Provide supplies and equipment for the program.
6. Provide technology equipment for the program.

Section 2. DUTIES OF DISTRICT

In order to assist **KBTC** in providing Bilingual Enrichment Program services, **SBLSD** shall perform the following functions.

1. **SBLSD** will provide physical space at its discretion for the Bilingual Enrichment Program Services afterschool and summer programs including access to the playground at Daffodil Valley Elementary.
2. Provide assistance to-KBTC with the recruitment of eligible students to participate in the program.
3. **SBLSD** will provide storage for materials on site.
4. **SBLSD** will provide access to wireless internet connection and access to a display panel. KBTC will provide all other technology equipment.

Section 3. BENEFIT OF SERVICES

The SBLSD acknowledges the benefits of Bilingual Enrichment Program Services to the SBLSD, its students and the community in its jurisdiction. KBTC acknowledges that SBLSD's performance of its duties specified in this Agreement benefits KBTC, students, and the community in which KBTC serves.

Section 4. Use of District Facility

1. **Emergency:** Use of the building or facility is canceled when the building or facility is closed by an emergency, such as school closures for inclement weather or other unforeseen circumstances.
2. **Custodian:** A building custodian must be in the building during the use of the facility.. The custodian will be performing work for the District and will also help resolve emergency situations. The custodian is not authorized to admit anyone into areas not specifically scheduled or provide equipment not previously authorized. The KBTC staff are responsible for contacting the custodian upon completion of the activity to secure the building/facility.
3. **Use:** Use of facility will be denied for any use, in the judgment of the District, that may be contrary to the best interest of the schools or the educational program, or for which it finds that satisfactory sponsorship or adequate adult supervision is not provided. This shall include proper police and fire protection where necessary.

4. **School Representative:** A member of the District's custodial staff, or designee(s) approved by the District, must be present whenever the KBTC Program activity takes place within the District facility.
5. **Conduct:** The District is a tobacco-free District. The use of tobacco on all District property is prohibited, including parking lots. Weapons, firearms, open fire or flame, helium balloons and cooking are prohibited on all District property used pursuant to this Agreement. Misconduct, profane or improper language, use of intoxicating beverages and/or marijuana and/or controlled substances or other violations of District policy, procedures or regulations will be sufficient cause for denial of facility use or termination of this Agreement.
6. **Clean-up:** Before leaving the District building or grounds, the KBTC staff will restore the facility to its original condition prior to use.
7. **Damages:** KBTC must provide satisfactory adult supervision of all KBTC Program activities for the duration of the activity. Use of a District facility shall constitute acceptance by the KBTC for the responsibility for any damage done as a result of its use of the District facility. The District reserves the right to assess charges against KBTC for costs incurred in restoring District facilities to their original state if the KBTC fails to do so.
8. **Direct Costs:** In accordance with generally accepted accounting principles, "Direct Costs" are those costs that are incurred directly as a result of a particular scheduled project, instructional or recreational activity, or any other activity, or that can be directly assigned to such activity.

Section 5. JOINT BOARD

A Joint Board shall be established monitor the effectiveness of this Agreement and the cooperation between the Parties. Each Party shall have two representatives on the Joint Board. The Joint Board shall meet at least once during the duration of this Agreement. The Joint Board will not acquire, hold or dispose of real and personal property as part of this Agreement. The Joint Board has no management authority over either Party.

Section 6. PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on **September 1, 2025** and be completed on **August 31, 2026**, unless terminated sooner as provided herein. ✓

Section 7. NON-DISCRIMINATION

The Parties agree that they shall not discriminate on the basis of sex, race, creed, religion, color, national origin, age, honorably discharged veteran or military status, marital status, sexual orientation including gender expression or identity, the presence of any sensory, mental, or physical disability, or the use of a trained dog guide or service animal by a person with a disability in its programs and activities. In the event of either party's noncompliance or refusal to comply with this nondiscrimination provision, this Agreement may be terminated in whole or in part.

Section 8. BACKGROUND CHECKS, TRAINING AND COMPLIANCE WITH LAW AND REGULATIONS

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KBTC and any employees and volunteers of KBTC shall be subject to and shall comply with all of the requirements and duties of Washington state law pertaining to those in public service who work with and around children. The requirements and duties set forth in this Section Of the Agreement herein shall apply to KBTC and its employees and volunteers the same as if they were the SBLSD or employees of the SBLSD.

- RCW 28A. 400.303. Records checks for employees.
- RCW 28A.400.330. Crimes against children; convictions or guilty pleas.
- RCW 28A.400.332. Use of persons, money, or property for private gain.

- RCW 26.44.030. Reports of child abuse or neglect.
- RCW 28A.400.317. Physical abuse or sexual misconduct by school employees; duty to report; training.

KBTC further agrees to train its employees about their obligations under this section of this Agreement before they begin providing services. Failure to comply with this section of the Agreement shall be grounds for immediate termination of this Agreement.

KBTC shall conduct criminal background checks, including performing the State Patrol fingerprinting check and National Registry of Sex Offender check as part of the background check in accordance with RCW 43.43.830 through RCW 43.43.834, as now or hereafter amended, on all employees or volunteers who will or may have contact with children or vulnerable adults in the work to be performed under this Agreement. KBTC shall prohibit any employee, subcontractor, intern or volunteer from performing work under this Agreement who has pled guilty to or been convicted of any felony crime involving the physical neglect of a child under chapter 9A.42 RCW, the physical injury or death of a child under chapter 9A.32 or 9A.36 RCW (except motor vehicle violations under chapter 46.61 RCW), sexual exploitation of a child under chapter 9.68A RCW, sexual offenses under chapter 9A.44 RCW where a minor is the victim, promoting prostitution of a minor child under RCW 9A.64.030, or violation of similar laws of another jurisdiction. Failure to comply with this provision shall be grounds for the SBLSD immediately terminating the Agreement. KBTC shall incorporate this requirement into every subcontract it enters relating to services for this Agreement.

Section 9. SUPERVISION.

KBTC agrees to provide appropriate supervision of participants, KBTC staff, KBTC volunteers and students when utilizing SBLSD's facilities or premises.

Section 10. 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 seven (7) years after expiration 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. If any litigation, claim or audit is started before the expiration of the seven (7) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

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.

Section 11. RIGHTS AND ACCESS IN DATA

KBTC shall provide access to any data/information generated under this Agreement to the SBLSD, the SBLSD Superintendent's designee, or any State or Federal Auditor at no additional cost. This includes access to all information that supports this Agreement.

Unless otherwise provided, data which 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 SBLSD. 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.

Section 12. INDEPENDENT CAPACITY

KBTC and its employees or agents performing under this Agreement are not employees or agents of the SBLSD. KBTC will not hold itself out as, nor claim to be, an officer or employee of the SBLSD by reason hereof, nor will KBTC make any claim of right, privilege, or benefit which would accrue to such employee under law. Likewise, the SBLSD and its employees or agents performing under this Agreement are not employees or agents of KBTC. The SBLSD will not hold itself out as, nor claim to be, an officer or employee of KBTC by reason hereof, nor will the SBLSD make any claim of right, privilege, or benefit which would accrue to such employee under law.

Section 13. 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.

Section 14. INDEMNIFICATION / HOLD HARMLESS

Each party to this Agreement shall indemnify, defend and hold the other party and its affiliates and subsidiaries and their respective directors, officers, employees, agents, successors and assigns harmless from and against all actions, suits, proceedings, judgments, demands, or claims, liabilities, losses, damages, injuries, penalties, charges or expenses, including without limitation, reasonable attorneys' fees, court costs, and disbursements, whatsoever incurred in connection with or arising from that party's open negligence, omission or wrongful act and/or failure to perform or the breach of any warranty, covenant, obligation, agreement or representation set forth herein. The provisions of this section (Indemnification) shall survive the expiration or earlier termination of this Agreement.

Evidence of insurance or self-insurance coverage will promptly be provided upon request by either party.

Section 15. INSURANCE

Both parties shall at all times during the term of this Agreement, at each parties' own respective cost and expense, individually carry and maintain general public liability insurance against claims for bodily injury, personal injury, death, or property damage occurring or arising out of services and/or performances provided by that individual party for this Agreement. The individual parties' insurance shall cover such claims as may be caused by any act, omission or negligence of that individual party or its officers, agents, representatives, assigns or servants. The limits of liability insurance shall cover such claims as may be caused by any act, omission, or negligence of the individual party or its officers, agents, representatives, assigns or servants. The limits of liability insurance shall not be less than \$1,000,000 for each occurrence.

Section 16. Review

The Parties to this Agreement have had the opportunity to review it with their respective legal counsel and execute it knowingly and voluntarily with full knowledge of its contents. It shall not be construed more strictly against one party than the other.

Section 17. CONFIDENTIALITY

KBTC acknowledges that student data, material and information which originates from this agreement, and the student assessment data, material and information which will come into its possession in connection with performance under this agreement, consists of confidential data owned by the SBLSD or confidential personally identifiable data subject to the federal Family Educational Rights and Privacy Act or other privacy laws, and that disclosure to or use by third parties would be damaging.

KBTC, therefore, agrees to hold all such material and information in strictest confidence, not to make use thereof other than for the performance of this Agreement, to release it only to the SBLSD authorized employees and agents requiring such information and not release or disclose it to any other party unless required by law to do so.

KBTC agrees to abide by the Data Sharing Agreement, which is attached hereto and incorporated herein as Exhibit A.

Section 18. FORCE MAJEURE

Either Party has the right to terminate this Agreement if a Force Majeure event suspends performance of the Agreement for a period of forty-five (45) days or more.

Section 19. TERMINATION

Either party may terminate this Agreement upon 30 days' 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.

Section 20. TERMINATION DUE TO FUNDING LIMITATIONS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion, the SBLSD's Superintendent or designee may, without advance notice and without liability for damages, terminate the Agreement under any such new funding limitations and conditions.

Section 21. TERMINATION FOR DEFAULT

Either Party may terminate this Agreement for default, in whole or in part, by written notice to the other Party if that Party has a reasonable basis to believe that the other Party has:

- a. Failed to ensure the health or safety of any person for whom services are being provided under this Agreement;
- b. Failed to perform under, or otherwise breached, any term or condition of this Agreement; and/or
- c. Violated any applicable law or regulation.

In such an event, the Agreement may be terminated upon thirty (30) days' notice to the other Party.

Section 22. DISPUTES

In the event that a dispute arises under this Agreement between the KBTC and the SBLSD that relates to this Agreement, the dispute shall be referred for resolution to the President of KBTC/Bates Technical College, or the President of KBTC/Bates Technical College's designee, and the Superintendent of the SBLSD, or the SBLSD's Superintendent's designee. In the event the dispute cannot be resolved between the Parties to each Party's mutual satisfaction, the issue shall be submitted to mediation through the Pierce County Dispute Resolution Center. Both Parties agree to utilize this process prior to the institution of any legal action to enforce the terms and conditions of this Agreement. The cost of mediation shall be borne equally by the Parties.

Section 23. GOVERNANCE

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.

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 and federal statutes and rules;
- b. Statement of work; and
- c. Any other provisions of the agreement, including materials incorporated reference.

Section 24. ASSIGNMENT

Neither the SBLSD nor the KBTC shall assign this Agreement, either in whole or in part, without the prior written consent of the other party, which shall not be unreasonably withheld. Any assignment permitted under this clause does not relieve either Party from its duties or obligations under this Agreement.

Section 25. 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 writing signed by an authorized representative of the party and attached to the original Agreement.

Section 26. 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.

Section 27. ALL WRITINGS CONTAINED HEREIN

The written provisions and terms of this Agreement shall supersede all prior verbal statements of any officer or other representative of the parties, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner whatsoever, this Agreement. The entire agreement between the Parties with respect to the subject matter hereunder is contained in the Agreement.

Section 28. DEBARMENT

By signing this agreement, each party, KBTC and the SBLSD, certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency and has authorization to enter into the attached agreement.

KBTC and the SBLSD agree to written notification in the event it is debarred, suspended, or proposed for debarment by any Federal department or agency.

Section 29. Governing Law.

The laws of the state of Washington shall govern this Agreement. Pierce County, Washington shall be the venue for any litigation arising out of this Agreement.

Section 30. AGREEMENT MANAGEMENT

An approved representative for each of the parties shall be responsible for and shall be the contact person for all communications regarding the performance of this Agreement.

DeAnne Hamilton, Executive Director & KBTC General Manager
School District: Michelle Lewis, Executive Director of Learning and Innovation for
the Sumner-Bonney Lake

Section 31. HEADINGS AND CAPTIONS

The headings and captions used in this Agreement are for convenience only. They are not part of the

Agreement and do not define, limit or describe the scope of intent of the paragraphs of this Agreement.

Section 32. EXPIRATION

This Agreement is effective September 1, 2025 and expires on August 31, 2026

IN WITNESS WHEREOF, the parties have executed this Agreement.

Sumner-Bonney Lake School District

LAURIE DENT
Name [Signature]
Signature SUPERINTENDENT
Title 8/20/25
Date

KBTC

DeAnne Hamilton
Name DeAnne Hamilton
Signature Exec. Dir & General Mgr.
Title 3/4/26
Date

Bates Technical College

Christine Winskill
Name Christine Winskill
Signature Exec Director Finance
Title 4/2/26
Date

Approved As to Form

AMENDMENT NO. 1

To the Interlocal Agreement between KBTC/Bates Technical College and Sumner-Bonney Lake School District during the 2025-2026 year, and summer of 2026.

This Amendment No. 1 ("Amendment") is made and entered into by and between **KBTC/Bates Technical College**, 2320 S 19th St, Tacoma, WA 98405 ("KBTC"), and **Sumner-Bonney Lake School District**, 1202 Wood Avenue, Sumner, WA 98390 ("SBLSD") (collectively, the "Parties").

1. Purpose

The purpose of this Amendment is to revise the scope, location, and District contribution for the bilingual program described in the Interlocal Agreement ("Agreement"). Except as expressly amended herein, all other terms and conditions of the Agreement remain in full force and effect.

2. Effective Date of Amendment

This Amendment is effective upon the date of the last signature below ("Amendment Effective Date").

3. Amendments to Agreement

A. Scope and Program Dates

The Parties agree that the scope of the Agreement is limited to **one (1) week of bilingual summer camp programming** to be held **June 22-26, 2026** ("Summer Camp Week"). **There will be no school-year activities** under this Agreement.

To the extent the Agreement describes or implies services occurring during the 2025-26 school year (including after-school programming), those references are removed and replaced with the one-week summer camp scope described in this Amendment.

B. Program Location

All references in the Agreement to the program being conducted at **Daffodil Valley Elementary School** are deleted and replaced with:

Sumner Early Learning Center 1500 Willow St, Sumner, WA 98390

C. District Contribution for Materials

District support is amended to include the following:

SBLSD will contribute up to five hundred dollars (\$500.00) total in materials for the Summer Camp Week. The Parties will coordinate in advance regarding the specific materials to be provided. SBLSD is not responsible for any costs beyond this \$500.00 cap unless separately agreed to in writing by authorized representatives of both Parties.

D. Duties of the Parties (Clarifying Alignment to Summer Camp Only)

1. **Section 1 (Duties of KBTC)** is amended so that all duties apply **only** to planning and delivering the Summer Camp Week at the Sumner Early Learning Center. Any references to school-year or after-school programming are deleted.
2. **Section 2 (Duties of District)** is amended so that District duties apply **only** to supporting the Summer Camp Week at the Sumner Early Learning Center. Any references to school-year or after-school programming are deleted.

E. Term, Period of Performance, and Expiration

Notwithstanding any broader dates stated elsewhere in the Agreement, the Parties agree that **program activities** under this Agreement are limited to the **Summer Camp Week from June 22-26, 2026**. All other provisions of the Agreement (including compliance, background checks, insurance, indemnification, records, and dispute provisions) remain applicable as written.

4. No Other Changes

All provisions of the Agreement not expressly amended by this Amendment remain unchanged and in full force and effect.

5. Authority

Each individual signing below represents and warrants that they are authorized to execute this Amendment on behalf of the Party they represent.

SIGNATURES

SUMNER-BONNEY LAKE SCHOOL DISTRICT

By: [Signature]
Name: LAURIE BENT
Title: SUPERINTENDENT
Date: 3/6/26

KBTC

By: [Signature]
Name: DeAnne Hamilton
Title: EXC. DIR & General Mgr
Date: 3/4/26

BATES TECHNICAL COLLEGE

By: [Signature]
Name: Christine Winski
Title: Exec. Director of Finance
Date: 4/2/26

