

**INTERAGENCY AGREEMENT  
Agreement No. 20250469**

between

**OFFICE OF SUPERINTENDENT OF PUBLIC INSTRUCTION**

600 Washington Street SE  
PO Box 47200  
Olympia, WA 98504-7200

and

**SNOHOMISH COUNTY  
OFFICE OF RECOVERY AND RESILIENCE**

3000 Rockefeller Ave  
Everett, WA 98201

Federal Identification #91-6001368  
Unified Business Identifier #313-014-461

**THIS AGREEMENT** is made and entered into by and between the Snohomish County, hereinafter referred to as "COUNTY," and the Office of Superintendent of Public Instruction, hereinafter referred to as "OSPI." Collectively referred to as the "Parties."

**PURPOSE OF THIS AGREEMENT**

This Agreement is necessary for the successful implementation and operation of the purchase of an Operating Engineer Simulator (OES) and required software for the Marysville Regional Apprenticeship Pathways (RAP) located at Marysville-Pilchuck High School.

**THEREFORE, IT IS MUTUALLY AGREED THAT:**

**STATEMENT OF WORK**

COUNTY shall furnish funding necessary for or incidental to the performance of the work set forth below:

OSPI shall subcontract with Marysville School District (MSD) to furnish the necessary personnel, equipment, material and/or services and otherwise do all things necessary for or incidental to the performance of the work set forth below:

The funds provided will be used to purchase an Operating Engineer Simulator (OES) equipment for the Regional Apprenticeship Pathways (RAP) to aid in the hands-on learning for operators of heavy equipment. This will allow the instructors and students to participate in virtual operator training that otherwise would not be accessible for high school students. The equipment will give the RAP students simulated training time that could not get otherwise.

Participants must be students enrolled in the Regional Apprenticeship Pathways program located at Marysville Pilchuck High School.

MSD shall complete installation by March 31, 2025.

OSPI shall submit all requests for reimbursement to COUNTY by May 10, 2025.

For detailed performance, reporting and monitoring requirements, please refer to Exhibit B – Statement of Work, Project Description.

## **DELIVERABLES**

OSPI shall provide the following deliverables from Marysville School District to the COUNTY Contract Manager by the dates indicated below:

<b>SCHEDULE OF DELIVERABLES</b>	
<b>Deliverable</b>	<b>Due Date</b>
1. Confirm MSD has completed installation of OES.	March 31, 2025
2. Provide documentation to justify all expenses submitted for reimbursement including copies of original invoices from vendors.	May 10, 2025
3. Provide monthly documentation that demonstrates eligibility of participants via enrollment in the Regional Apprenticeship Pathways program located at Marysville Pilchuck High School.	Monthly December 2024-March 31, 2025

## **PERIOD OF PERFORMANCE**

Subject to its other provisions, the period of performance of this Agreement shall commence on the date of execution, and be completed on March 31, 2025, unless terminated sooner as provided herein. The period of performance may be extended by six months upon mutual agreement of the parties. As provided by RCW 39.34.040, this Agreement shall not take effect unless and until it has been duly executed by both parties and either filed with the County Auditor or posted on the County's Interlocal Agreements website.

## **PAYMENT**

Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34. The parties have determined that the cost of accomplishing the work herein shall be at a set rate of one hundred and forty-seven thousand, nine hundred sixty dollars (\$147,960). Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount.

100% of the funds provided to OSPI are available under section 603 of the Social Security Act, as added by section 9901 of the American Rescue Plan Act. OSPI shall comply with Federal Grant Terms and Conditions, attached hereto as Exhibit A – CLFR Terms and Conditions and Exhibit E – Civil Rights Assurances Certification.

## **BILLING PROCEDURE**

OSPI shall submit invoices to the COUNTY Contract Manager after completion of the work specified. The invoices shall include the Agreement number and document to the COUNTY Contract Manager's satisfaction a description of the work performed and payment requested. Within approximately thirty (30) calendar days of the Contract Manager receiving and approving the invoice, payment will be mailed or electronically transferred to OSPI by COUNTY. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within thirty (30) days after the expiration date or the end of the fiscal year, whichever is earlier.

Every invoice submitted by OSPI to the COUNTY Contract Manager shall be accompanied by an executed cost certification in the form set forth in **Exhibit F**, attached hereto and by this reference made a part hereof. Prior to beginning work under this Agreement, OSPI shall submit an executed version of the Lobbying Certification in the form set forth in **Exhibit D**, attached hereto and by this reference made a part hereof and an executed version of the Civil Rights Certification in the form set forth in **Exhibit E**, attached hereto and by this reference made a part hereof.

If errors are found in the submitted invoice or supporting documents, the COUNTY Contract Manager will notify OSPI. In order to receive payment, it shall be the responsibility of OSPI to make corrections in a timely manner, resubmit the invoice and/or supporting documentation as requested, and notify the COUNTY Contract Manager.

## **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 and executed with the same formalities as are required for execution of this Agreement.

## **ASSIGNMENT**

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

## **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND INELIGIBILITY**

The Parties certify that neither it nor its principals are debarred, suspended, proposed for debarment, or voluntarily excluded from participation in transactions by any federal department or agency. The Parties further certify that they will ensure that potential subcontractors or subrecipients or any of their principals are not debarred, suspended, proposed for debarment, or voluntarily excluded from participation in covered transactions by any federal department or agency. The Parties may do so by obtaining a certification statement from the potential subcontractor or subrecipient or by checking the "List of Parties Excluded from Federal Procurement and Non-Procurement Programs" provided on-line by the General Services Administration, and Washington State vendor debarment list.

## **CONTRACT MANAGEMENT**

The following shall be the contact person for all communications and billings regarding the performance of this contract. Any changes to this information shall be communicated to the other party in writing as soon as reasonably possible.

<b>Snohomish County Government</b>	<b>OSPI</b>
<p>Kara Main-Hester</p> <p>Chief Recovery and Resilience Officer</p> <p>3000 Rockefeller Ave Everett, WA 98201</p> <p>Phone: 425-422-0632</p> <p>Email: kara.main-hester@snoco.org</p>	<p>Amber De Villers</p> <p>Operations Administrative Program Specialist 2, Secondary Education and Pathway Preparation</p> <p>600 Washington Street SE PO Box 47200 Olympia, WA 98504-7200</p> <p>Phone: 360-725-6144</p> <p>Email: amber.devillers@k12.wa.us</p>

## **DISPUTES**

In the event that a dispute arises under this Agreement, 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, contract terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto.

## **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:

- Applicable state and federal statutes and rules
- Exhibit A – CLFR Final Regulations
- Exhibit B – Statement of work
- Exhibit C – Cost Reimbursement
- Exhibit D – Certification of Lobbying Final Regulations
- Exhibit E – Civil Rights Assurances Certification Final Regulations
- Exhibit F – Invoice with Cert Final Regulations
- Federal Grant Terms and Conditions
- Any other provisions of the Agreement, including materials incorporated by reference

## **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.

## **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 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 (6) 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.

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.

## **RESPONSIBILITIES OF THE PARTIES**

Each party to this Agreement hereby assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omission on the part of itself, its employees, its officers, and its agents. Neither party assumes any responsibility to the other party for the consequences of any claim, act or omission of any person, agency, firm, or corporation not a party to this Agreement.

## **RIGHTS IN DATA**

Copyright in all material created by OSPI and paid for by the COUNTY as part of this Agreement shall be the property of Snohomish County. Both OSPI and COUNTY may use these materials, and permit others to use them, for any purpose consistent with their respective missions as agencies. This material includes, but is not limited to: books, computer programs, documents, films, pamphlets, reports, sound reproductions, studies, surveys, tapes, and/or training materials. Material which OSPI provides and uses to perform this Agreement but which is not created for or paid for by COUNTY shall be owned by OSPI or such other party as determined by Copyright Law and/or OSPI's internal policies; however, for any such materials, OSPI hereby grants (or, if necessary and to the extent reasonably possible, shall obtain and grant) a perpetual, unrestricted, royalty free, non-exclusive license to COUNTY to use the material for COUNTY internal purposes.

## **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.

## **SUBCONTRACTING**

OSPI is responsible to ensure that all terms, conditions, assurances and certifications set forth in this Agreement are included in any and all subcontracts. In no event shall the existence of the subcontract operate to release or reduce liability of the Parties for any breach in the performance of OSPI duties. This clause does not include contracts of employment between OSPI and personnel assigned to work under this Agreement.

If, at any time during the progress of the work, OSPI determines in its sole judgment that any subcontractor is incompetent, OSPI shall notify COUNTY, and OSPI shall take immediate steps to terminate the subcontractor's involvement in the work.

## **TERMINATION**

Either party may terminate this Agreement upon thirty (30) calendar 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.

## **TERMINATION DUE TO FUNDING LIMITATIONS OR CONTRACT RENEGOTIATION, SUSPENSION**

In the event funding from COUNTY, 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 of this Agreement, with the notice specified below and without liability for damages:

- a. At either Party's discretion, either Party may give written notice of intent to renegotiate the Agreement under the revised funding conditions.
- b. At either Party's discretion, either Party may give written notice to suspend performance when either Party determines there is reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow either Party's performance to be resumed.
  - 1) During the period of suspension of performance, each party will inform the other of any conditions that may reasonably affect the potential for resumption of performance.
  - 2) When COUNTY determines that the funding insufficiency is resolved, it will give OSPI written notice to resume performance, and OSPI shall resume performance.
  - 3) Upon the receipt of notice under b. (2), if OSPI is unable to resume performance of this Agreement or if OSPI's proposed resumption date is not acceptable to COUNTY and an acceptable date cannot be negotiated, either Party may terminate the Agreement by giving written notice. The parties agree that the Agreement will be terminated retroactive to the date of the notice of suspension. COUNTY shall be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the retroactive date of termination.
- c. Either Party may immediately terminate this Agreement by providing written notice. The termination shall be effective on the date specified in the termination notice. COUNTY

shall be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the effective date of termination. No penalty shall accrue to either party in the event the termination option in this section is exercised.

- d. For purposes of this section, "written notice" may include email.

## **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) 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.

## **TERMINATION PROCEDURE**

Upon termination of this Agreement, COUNTY, in addition to other rights provided in this Agreement, may require OSPI to deliver to COUNTY any property specifically produced or acquired for the performance of such part of this Agreement as has been terminated.

COUNTY shall pay to OSPI the agreed upon price, if separately stated, for completed work and services accepted by COUNTY and the amount agreed upon by COUNTY and OSPI for (a) completed work and services for which no separate price is stated, (b) partially completed work and services, (c) other property or services which are accepted by COUNTY, and (d) the protection and preservation of the property, unless the termination is for cause, in which case COUNTY shall determine the extent of the liability. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause for this Agreement. COUNTY may withhold from any amounts due to OSPI such sum as COUNTY determines to be necessary to protect COUNTY against potential loss or liability.

The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law under this Agreement.

After receipt of a notice of termination, and except as otherwise directed by COUNTY, OSPI shall:

- a. Stop work under this Agreement on the date and to the extent specified, in the notice;
- b. Place no further orders or subcontractors for materials, services or facilities except as may be necessary for completion of such portion of the work under the Agreement that is not terminated;
- c. Assign to COUNTY, in the manner, at the times, and to the extent directed by COUNTY, all rights, title, and interest of OSPI under the orders and subcontracts in which case COUNTY has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- d. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of COUNTY to the extent COUNTY may require, which approval or ratification shall be final for all the purposes of this clause;

- e. Transfer title to COUNTY and deliver, in the manner, at the times and to the extent as directed by COUNTY, any property which, if the Agreement had been completed, would have been required to be furnished to COUNTY;
- f. Complete performance of such part of the work not terminated by COUNTY; and
- g. Take such action as may be necessary, or as COUNTY may direct, for the protection and preservation of the property related to this Agreement which, in is in the possession of OSPI and in which COUNTY has or may acquire an interest.

#### **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.

#### **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.

#### **FEDERAL NON-DISCRIMINATION**

Snohomish County assures that no persons shall on the grounds of race, color, national origin, or sex as provided by Title VI of the Civil Rights Act of 1964 (Pub. L. No. 88-352), as amended, and the Civil Rights Restoration Act of 1987 (Pub. L. No. 100-259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any County sponsored program or activity. Snohomish County further assures that every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

#### **NO SEPARATE ENTITY CREATED/PROPERTY**

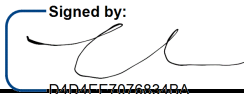
The Parties agree that no separate legal or administrative entities are necessary to carry out this Agreement.

Except as expressly provided to the contrary in this Agreement, any real or personal property used or acquired by either Party in connection with the Performance of this Agreement will remain the sole property of such Party, and the other Party shall have no interest therein.



**IN WITNESS WHEREOF, the parties have executed this Agreement.**

Snohomish County

Signed by:  


Signature

Lacey Harper

Printed Name

Executive Director

Title

12/18/2024

Date

Who certifies that he/she is the Contractor identified herein, OR a person duly qualified and authorized to bind the Contractor so identified to the foregoing Agreement.

Superintendent of Public Instruction  
State of Washington

DocuSigned by:  


Kyla L. Moore, Contracts Administrator

12/17/2024

Date

Approved as to FORM ONLY  
by the Assistant Attorney General