

## INTERLOCAL AGREEMENT

This Interlocal Agreement is dated this 12th day of November 2003, by and between the Mount Vernon School District No. 320 ("Mount Vernon") and Burlington-Edison School District, Concrete School District, Conway School District, La Conner School District, Sedro-Woolley School District, Stanwood-Camano School District, Coupeville School District and Oak Harbor School District (collectively, the "Parties").

WHEREAS, RCW 39.04.155 of the Revised Code of Washington provides authority for school districts to utilize common small works roster procedures;

WHEREAS, Mount Vernon has adopted small works roster provisions applicable to public works projects estimated to be less than \$200,000; and

WHEREAS, the Mount Vernon small works roster is advertised annually in a newspaper of general circulation throughout Island, Skagit, Snohomish and Whatcom Counties; and

WHEREAS, Burlington-Edison, Concrete, Conway, La Conner and Sedro-Woolley School Districts are located within Skagit and Whatcom Counties; and Coupeville and Oak Harbor School Districts are located entirely within Island County; and Stanwood-Camano School District is located within Island and Snohomish Counties;

WHEREAS, the "Parties" desire to utilize the Mount Vernon small works roster under certain circumstances; and

WHEREAS, the Interlocal Cooperation Act, as amended, and codified in Chapter 39.34 of the Revised Code of Washington provides for interlocal cooperation between governmental agencies.

NOW THEREFORE, the Parties agree as follows:

### **I. Purpose and Procedures:**

The purpose of this Interlocal Agreement is to provide a mechanism for and to establish procedures enabling the "Parties" to use Mount Vernon's small works roster. The "Parties" mutually agree that the "Parties" use of Mount Vernon's small works roster shall comply with the following:

- A. Mount Vernon shall follow all applicable legal requirements necessary for establishing and maintaining a small works roster, including, but not limited to, annual advertisement of the roster and the solicitation of names to be added to the roster. In order to facilitate the "Parties'" use of the Mount Vernon small works roster, Mount Vernon shall advertise in newspaper(s) of general circulation throughout Island, Snohomish, Skagit and Whatcom Counties and shall include in such advertisement reference to the "Parties'" potential use of the Mount Vernon small works roster.

- B. The "Parties" shall follow all applicable legal requirements necessary for establishing its right to use the Mount Vernon small works roster, including, but not limited to, adopting its own policies and procedures necessary for such use.
- C. Notwithstanding the foregoing, each party accepts responsibility for compliance with federal, state or local laws and regulations applicable to that party's use of the small works roster procedures as set forth in RCW 39.04.155.

**II. Hold Harmless:**

Each "Party" shall indemnify, defend and hold the other party harmless from any liability arising from any negligent or wrongful act or failure to act on the part of itself and its employees. Neither "Party" assumes responsibility to the other party for the consequences of any act or omission of any person, firm or corporation not a party to this Interlocal Agreement.

This section shall survive termination of this Interlocal Agreement.

**III. General Terms:**

- A. This Interlocal Agreement shall be effective when executed by the "Parties", and shall remain in effect for the remainder of the calendar year in which it is signed and throughout the following calendar year.
- B. This Interlocal Agreement shall renew automatically from year to year-effective January 1 to December 31 of each calendar year, unless a "Party" notifies the others in writing to terminate or make substantial changes to this Interlocal Agreement by April 1 of the preceding year.
- C. It is recognized that amendments to this Interlocal Agreement may become necessary, and such amendment shall become effective only when the "Parties" have executed a written addendum to this Agreement.

**IV. Rights to Other Parties:**

It is understood and agreed that this Interlocal Agreement is solely for the benefit of the "Parties" hereto and conveys no right to any other party.

**V. Governing Law and Filing:**

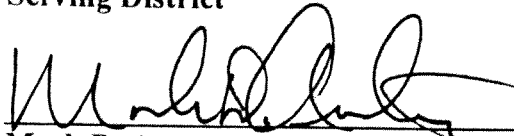
- A. This Interlocal Agreement shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by, the laws of the State of Washington.
- B. This Interlocal Agreement shall be filed with the Secretary of each District's Board of Directors and Island, Snohomish, Skagit and Whatcom County Auditors.

**VI. Counterparts:**

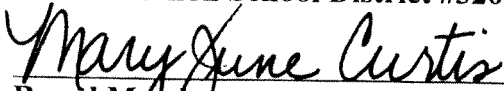
This Interlocal Agreement may be executed in one or more counterparts, and at such time as the Interlocal Agreement, or such counterparts, has been executed by both parties, it shall be binding.

IN WITNESS WHEREOF, the undersigned have executed this Interlocal Agreement on the date and year set forth above.

**Serving District**



Mack D. Armstrong, Superintendent  
Mount Vernon School District #320



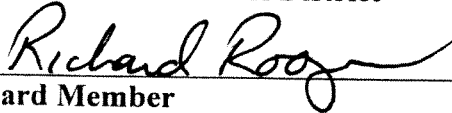
Board Member  
Mount Vernon School District



Board Member  
Mount Vernon School District




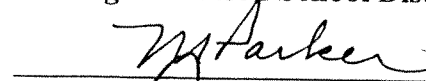
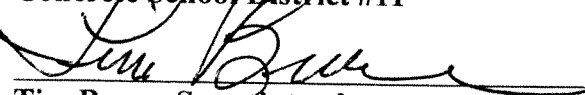
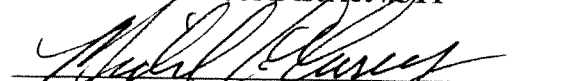
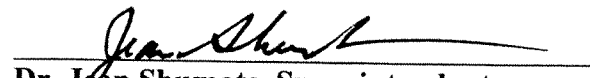
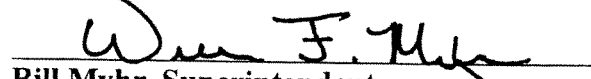

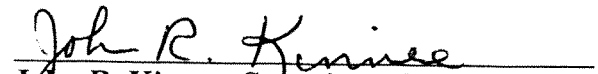
Board Member  
Mount Vernon School District



Board Member  
Mount Vernon School District

Board Member  
Mount Vernon School District

**Participating Districts**

  
Dr. Richard O. Jones, Superintendent  
Burlington-Edison School District #100  
Mike Parker, Superintendent  
Concrete School District #11  
Tim Bruce, Superintendent  
La Conner School District #311  
Michael C. Casey, Superintendent  
Sedro-Woolley School District #101  
Dr. Jean Shumate, Superintendent  
Stanwood-Camano School District #401  
Bill Myhr, Superintendent  
Coupeville School District #204  
Dr. Rick Schulte, Superintendent  
Oak Harbor School District #201  
John R. Kinnee, Superintendent  
Conway Consolidated School District #317