



Contract No. I LA - 1576 - 136
Dates:
From signature To 12/31/16
Contract
Amount \$ 170,000

INTERLOCAL AGREEMENT
BETWEEN
SKAGIT VALLEY COLLEGE
AND
The City of Oak Harbor

PARTIES TO THE AGREEMENT

THIS AGREEMENT is made and entered into by and between Skagit Valley College, hereinafter referred to as "SVC" and the City of Oak Harbor pursuant to the authority granted by Chapter 39.34 RCW.

PURPOSE OF THIS AGREEMENT is to coordinate the replacement of HVAC units on jointly owned Hayes Hall.

THEREFORE, IT IS MUTUALLY AGREED THAT: Skagit Valley College will enlist the services of a consultant to design the replacement of the existing sixteen (16) HVAC units on one building named Hayes Hall (SVC) and the Oak Harbor Library (COH). Eight (8) of the HVAC units supply Hayes Hall (SVC) and five (5) of the HVAC units supply the Oak Harbor Library (City of Oak Harbor). Three (3) HVAC units supply to shared space between Hays Hall (SVC) a Oak Harbor Library (City of Oak Harbor). Representatives of The City of Oak Harbor will have the right to approve all design material before the project goes out to bid. Skagit Valley College will put the project out to bid and, working with the Department of Enterprise Services (DES), work out a contract with the low bidder. Skagit Valley College, with input from the City of Oak Harbor will oversee all construction.

Skagit Valley College will be responsible for paying all costs stemming from this project and will invoice the City of Oak Harbor (as described below) for 43.25% of all costs. The cost to the City of Oak Harbor shall not exceed \$170,000.00

STATEMENT OF WORK

SVC shall furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of the work set forth here.

PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence upon final signatures, and be completed by 12/31/2016, unless terminated sooner or extended, as provided herein.

PAYMENT

Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34.130. The parties have determined that the cost of accomplishing the work herein will not exceed \$393,000. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a

higher amount. Compensation for services shall be based on the following rates; 43.25% of all costs. The 43.25% cost allocation is the City of Oak Harbor share of City occupied and shared space as agreed upon in an interlocal agreement between Skagit Valley College and the City of Oak Harbor dated February 9 1990.

BILLING PROCEDURE

SVC shall submit invoices no more often than monthly. Payment to SVC for approved and completed work will be made by warrant or account transfer by the City of Oak Harbor within 30-days of receipt of the invoice. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 30-days after the expiration date or the end of the fiscal year, whichever is earlier.

AGREEMENT CHANGES, MODIFICATIONS AND AMENDMENTS

This Agreement may be changed, modified or amended by written agreement executed by both parties.

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.

CONTRACT MANAGEMENT

The program manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The Program Manager for SVC is: *Dave Scott, 2405 E. College Way, 360-416-7751, dave.scott@skagit.edu*

The Program Manager for the City of Oak Harbor is *Rich Tyhuis, 865 SE Barrington Dr, 360-279-4753, rtyhuis@oakharbor.org*

DISALLOWED COSTS

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

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, agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

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 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 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.

RIGHTS IN DATA

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 jointly. 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.

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.

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.

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 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.

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.

IN WITNESS WHEREOF, the parties have executed this Agreement.

SVC Authorized Signer (printed name)

Signature

Title

Date

Agency Authorized Signer (printed name)

Signature

Title

Date

Skagit Valley College
2405 East College Way
Mount Vernon, WA 98273

BUDGET ACCOUNT (required) _____

APPROVED AS TO FORM:

Signature on file
Assistant Attorney General