

**INTERLOCAL AGREEMENT**  
Between  
Anacortes School District and Port of Anacortes

**RECEIVED**  
DEC 31 2014  
**PORT OF ANACORTES**

**I. INTRODUCTION**

WHEREAS, RCW 39.34 authorizes local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage.

WHEREAS, the Anacortes School District currently provides custodial services to the Northwest Career & Technical Academy, Anacortes Campus located at 1606 R Ave, Anacortes, WA, 98221.

WHEREAS, the Port of Anacortes is in need of custodial services for 1.5 hours per week at the 1606 R Ave location.

**II. PURPOSE**

The purpose of this agreement is to provide shared custodial services between the two local governmental units, as authorized by the aforementioned RCW 39.34 or applicable laws.

**III. FINANCING/COSTS/RATES**

Port of Anacortes commits to pay the Anacortes School District \$40 per week to provide 1.5 hours (see scope of work) of custodial time once per week. The payment will be paid quarterly in advance (\$520 per quarter, December, March, June, September). Any additional time requested will be charged at a rate of \$40/hour.

**SCOPE OF WORK**

Following each Port of Anacortes' use of the Northwest Career and Technical Academy's shared assembly facility, custodial services provided by the Anacortes School District will consist of the following scope of work, not to exceed 1.5 hours.

Foyer Area:	Sweep and mop floor; vacuum throw carpets
Entry Doors/Glass:	Clean windows and entry door glass
Rental Room:	Vacuum and dust
Bathrooms:	Clean toilets, sinks, mirrors and empty garbage

**IV. RIGHTS AND OBLIGATIONS OF THE DISTRICTS**

Each entity acknowledges that entering into this interlocal agreement, they are causing financial commitments by other parties to occur, and therefore they agree they will not terminate prior to the expiration provisions of part IV below without the consent of Anacortes School District and any other party to this agreement that would suffer financially thereby. In the event of such unilateral termination without consent, the terminating party agrees to indemnify and pay other parties that have not agreed thereto for any financial loss that results from such termination.

## V. DISPUTE RESOLUTION

Disputes arising out of this agreement shall be resolved in the following manner:

The disputing parties may present their arguments to the Superintendent and/or President of the serving entity, to make a determination. If need be, it may be then referred to the Superintendent and/or President of the receiving entity.

## VI. TERM OF AGREEMENT/TERMINATION

This agreement is in effect beginning December 8, 2014, and will continue through August 31, 2015. This agreement will automatically renew for subsequent school years, unless termination is done via 60 days notice prior to the end of the existing school year.

## VII. ASSIGNMENT/WAIVER/SEVERABILITY

No rights or responsibilities required or authorized by this agreement can be assigned by any party hereto unless otherwise allowed in this agreement.

No provision of this agreement, or the right to receive reasonable performance or an act called for by its terms, shall be deemed waived by a breach thereof as to a particular transaction or occurrence.

If any term or condition of this agreement or application thereof to any person or circumstance is held invalid such invalidity shall not affect other terms, conditions or applications of this agreement which can be given effect without the invalid terms, condition, or application; to this end the terms and conditions of this agreement are declared severable.

## VIII. HEADINGS/SIGNATURES/APPROVALS

The heading of each section of this agreement are only provided for the aid to the reader. If there is any inconsistency between the headings and the context, the context will prevail.

By signing this agreement, the parties acknowledge that they have read and understand this agreement, and do agree thereto in every particular. The parties further agree that this agreement, constitutes the entire agreement between the parties and supersedes all communications, written or oral, heretofore related to the subject matter of this agreement.

By signing below, each party affirms that this agreement has been approved by his/her Board of Directors or he/she has been given authority by such board to enter into this agreement. If this approval is provided through a resolution, a copy of said resolution will be attached hereto.

  
\_\_\_\_\_  
Mark Wenzel, Superintendent, Anacortes School District

12/19/14  
Date

  
\_\_\_\_\_  
John Hackley, Executive Director, Port of Anacortes

12/17/14  
Date

Anacortes School District 103  
School Board Approved

DEC 11 2014