

RESOLUTION NO. 10-52  
OF EDMONDS SCHOOL DISTRICT No. 15  
SNOHOMISH COUNTY, WASHINGTON

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AUTHORIZE INTERLOCAL COOPERATION AGREEMENT  
WITH EVERETT COMMUNITY COLLEGE  
TO CONTRACT FOR THE SERVICES OF PROFESSOR THOMAS GASKIN AS EXECUTIVE HISTORIAN FOR  
THE EDMONDS TEACHING AMERICAN HISTORY GRANT

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WHEREAS, RCW 39.34, the Interlocal Cooperation Act, provides for interlocal cooperation between governmental agencies, and;

WHEREAS, the District and Everett Community College desire to support the Edmonds Teaching American History Grant, and;

WHEREAS, Everett Community College desires to provide the services of Dr. Thomas Gaskin, and;

WHEREAS, the District desires to have these Everett Community College services in order for Dr. Thomas Gaskin to serve as Executive Historian of the Edmond Teaching American History Grant.

NOW THEREFORE, BE IT RESOLVED by the Board of Directors of the Edmonds School District #15, Snohomish County, as follows:

1. That an interlocal cooperation agreement be formed between the Edmonds School District #15 and Everett Community College to contract for the services of Professor Thomas Gaskin as Executive Historian for the Edmonds Teaching American History Grant.
2. That the Superintendent or designee of Edmonds School District #15, Snohomish County, Washington, is hereby designated as representative to the interlocal cooperation agreement, and the Superintendent or designee is further authorized to execute and implement the requisite agreement or agreements to accomplish this purpose.

ADOPTED by the Board of Directors of Edmonds School District #15, Snohomish County, Washington, at a regular meeting thereof this 2nd day of November, 2010.

Edmonds School District No. 15  
BOARD OF DIRECTORS

\_\_\_\_\_  
Susan Phillips, Board President

\_\_\_\_\_  
Gary Noble, Vice President

\_\_\_\_\_  
Susan Paine, Legislative Representative

ATTEST:

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Patrick Shields, Member

\_\_\_\_\_  
Nick Brossoit, Ed.D.  
Secretary of the Board

\_\_\_\_\_  
Ann McMurray, Member

## INTERLOCAL COOPERATIVE AGREEMENT

between

Edmonds School District #15

and

Everett Community College

to contract for the services of Professor Thomas Gaskin as Executive Historian for the Edmonds Teaching American History Grant

THIS INTERLOCAL AGREEMENT (“Agreement”) is made by and between the Edmonds School District #15, a municipal corporation under the laws of the State of Washington, and Everett Community College, hereinafter referred to as “District” and “COLLEGE” respectively.

WHEREAS, the Interlocal Cooperation Act, as amended and codified in Chapter 39.34RCW provides for interlocal cooperation between government agencies, and;

WHEREAS, the District and COLLEGE desire to support the Edmonds Teaching American History Grant, and;

WHEREAS, COLLEGE desires to provide the services of Dr. Thomas Gaskin, and;

WHEREAS, the District desires to have these COLLEGE services in order for Dr. Thomas Gaskin to serve as Executive Historian of the Edmond Teaching American History Grant.

NOW THEREFORE, the parties agree as follows:

### **1. GENERAL CONDITIONS**

1.1 PURPOSE. The purpose of this Agreement is to contract for the services of Dr. Thomas Gaskin as Executive Historian of the Edmonds Teaching American History Grant, and to define the responsibilities of the District and COLLEGE.

1.2 TERM. This Agreement shall commence upon execution by the parties through June, 2013, with the option to renew for the 2013-2015 school years up the receipt of extension funding from the Department of Education. District shall notify the COLLEGE if Department of Education funding of grant extension is received. Extension of this Agreement into the 2013-2015 school years shall occur automatically and shall not require written notice of such extension. Should either party desire not to renew for the upcoming year, such party must provide written notice within 30 days of the expiration of the Agreement of its intent not to renew.

1.3 AMENDMENTS. At the option and mutual consent of the parties, the terms of this Agreement may be re-negotiated before the end of the term or any extensions. Such re-negotiation shall include a review of the duties and responsibilities of each party. This Agreement may be amended only upon written agreement of the parties, executed in the same manner as provided by law for the execution of this Agreement. This Agreement shall constitute the full and complete agreement between the parties.

## **2. DUTIES OF THE PARTIES**

### **2.1 DUTIES OF THE DISTRICT:**

- 2.1.1 The District shall pay the COLLEGE an amount not to exceed Thirty-two Thousand Five Hundred Dollars (\$32,500) annually for the school years 2010-2011, 2011-12 and 2012-2013 for the .33 Full Time Equivalent of Dr. Thomas Gaskin's contracted time.
- 2.1.2 The District shall reimburse the COLLEGE upon receipt of a properly completed invoice submitted quarterly to the District Grant Manager. Payment shall be considered timely is made by the District within thirty days of receipt of a properly completed invoice.

### **2.2 DUTIES OF COLLEGE:**

- 2.2.1 The COLLEGE shall provide the equivalent of .33 Full Time Equivalent of Dr. Thomas Gaskin's contracted time. The daily activities of Dr. Thomas Gaskin will be governed by COLLEGE. The parties agree that COLLEGE will maintain operational control over the activities of Dr. Thomas Gaskin at all times, and that COLLEGE may call the Dr. Thomas Gaskin away from assigned duties for mandatory training, emergency, scheduled vacation, or other reasons as deemed necessary by COLLEGE.
- 2.2.2 All salary, wages, and/or other employee compensation for COLLEGE employees rendering services under this Agreement shall be the responsibility of COLLEGE.

## **3. Management of the Agreement**

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

Grant Manager for the District is:

Sarah Schumacher  
20420 68<sup>th</sup> Ave. W., Lynnwood, WA 98036  
(425) 431-7341  
schumachers@edmonds.wednet.edu

Grant Manager for the COLLEGE is:

Heather Bennett  
2000 Tower St., Everett, WA 98201  
(425) 388-9253  
hbennett@everettcc.edu

## **4. ADDITIONAL REQUIREMENTS**

- 4.1 **Industrial Insurance.** COLLEGE shall comply with the industrial insurance requirements of Title 51 RCW, and within fifteen (15) days of the execution of this Agreement certify to the District either that COLLEGE is covered by industrial insurance as required by Title 51 RCW, or that COLLEGE has been advised by the Department of Labor and Industries that COLLEGE is exempt from required coverage. The District will not be responsible for payment of industrial insurance

premiums or for any other claims or benefit for COLLEGE or any subcontractor or employee of COLLEGE, which might arise under industrial insurance laws during performance of duties and services under this Agreement.

- 4.2 **Compliance with Laws.** The District and COLLEGE shall comply with all applicable federal, state and local laws, rules and regulations in performing this Agreement, including, but not limited to, laws against discrimination.
- 4.3 **Dispute.** In the event of a dispute between the District and COLLEGE arising under this Agreement, the District and COLLEGE representatives shall meet to attempt to resolve the dispute within thirty (30) days notice from either party of the existence of a dispute. In the event the District and COLLEGE are unable to resolve the dispute within sixty (60) days notice from either party of the existence of a dispute, the parties shall submit the dispute to a mutually agreed upon private arbitrator for a binding resolution. In the event the parties cannot agree on an arbitrator, one will be appointed by the Presiding Judge of the Snohomish County Superior Court, with costs of arbitration borne equally. The prevailing party shall be entitled to recover reasonable attorneys' fees and costs related to said arbitration.
- 4.4 **Indemnification.** COLLEGE shall indemnify, hold harmless and defend (including reasonable attorney's fee) the District, its officers and employees (hereinafter "Indemnified Party"), from and against all claims of and liability to third parties (other than liability solely and entirely the fault of the Indemnified Party) for personal or property damage arising from or in connection with the acts, errors, or omissions of COLLEGE or its officers, employees or subcontractors, in performing the work required by this Agreement. The District and COLLEGE will adequately provide through insurance or participation in insurance pooling for loss reserves to provide for their respective liability that could arise in connection with this Agreement. Evidence of coverage will promptly be provided upon request by either party.
- 4.5 **Relationship of Parties.** COLLEGE and the District are independent contracting parties. COLLEGE employees, contractors or subcontractors shall not be considered agents or employees of the District for any purpose. COLLEGE shall be solely and entirely responsible for its employees, contractors or subcontractors during the performance of services under this Agreement. Likewise, the District shall be solely responsible for its employees during the performance of its services under this Agreement.
- 4.6 **Personnel Policies.** COLLEGE shall comply fully with the District's policy on Equal Employment Opportunity/Affirmative Action which is based on state and federal laws, and the District's 'Procedures Related to the Americans With Disabilities Act Affecting Employment Practices', ensuring that nondiscriminatory treatment will be given to all Lessee's applicants and employees with disabilities.
- 4.7 **Governing Law and Stipulation of Venue.** This Agreement shall be governed by the laws of the State of Washington and the parties stipulate that any lawsuit regarding this Agreement must be brought in Snohomish County, Washington.
- 4.8 **Background Checks.** COLLEGE, at no additional expense to the District, shall secure and maintain in full force and effect during the term of this Agreement all required licenses and similar legal authorization, and comply with all legal

requirements. RCW 28.400.330 requires District to prohibit from working with children any employee of COLLEGE, or any of its contractors or subcontractors, who has pleaded guilty to or been convicted of any felony crime involving the physical neglect, injury, death or sexual exploitation of a child, or sexual offenses where a minor is the victim, promoting prostitution of a minor, or sale or purchase of a minor. In accordance with the Drug-Free Workplace Act of 1988, as a recipient of federal grant monies, the District requires COLLEGE to prohibit the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance or of alcohol in the workplace. Failure to comply with this section shall be grounds for the District to immediately terminate the Agreement.

**4.9 Certification Regarding Debarment, Suspension and Ineligibility.** If federal funds are the basis for this Agreement, the COLLEGE certifies that neither it nor its principals are presently debarred, declared ineligible or voluntarily excluded from participation in transactions by any federal department or agency.

EXECUTED this \_\_ day of \_\_\_\_\_, 2010

Edmonds School District #15

Everett Community College

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Marla S. Miller  
Executive Director  
Business and Operations

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