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**INTERLOCAL AGREEMENT  
BETWEEN SPOKANE PUBLIC SCHOOLS AND  
LIBERTY SCHOOL DISTRICT NO. 362  
FOR USE OF JOB ORDER CONTRACT**

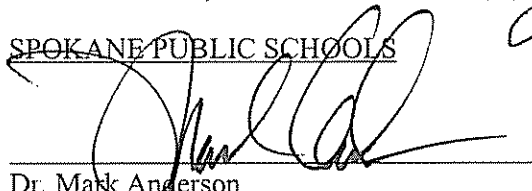
1. **Parties.** This Agreement is entered into by and between Spokane School District No. 81, commonly known as Spokane Public Schools ("SPS"), a Washington municipal corporation and Liberty School District No. 362 ("Liberty"), a Washington municipal corporation.
2. **Purpose.** Pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW, this Agreement will permit the Parties to make the most efficient use of their powers by enabling them to cooperate with each other on a basis of mutual advantage and it is in each of their best interests to cooperate and join in certain purchasing activities.
3. **Term.** This Agreement shall commence upon full execution and shall be in effect through July 28, 2007, unless renewed by the Parties or timely terminated as provided for in paragraph 18.
4. **Scope.** This Agreement shall allow Liberty to access the Contract Between Spokane Public Schools and Burton Construction, Inc. for Job Order Contracting (JOC), independent of SPS liability and responsibility. Provided, however, any job orders initiated by Liberty are solely between Burton Construction, Inc. ("Burton") and Liberty, are let within the term of the JOC, and are subject to the terms and conditions of the JOC. Liberty assumes all obligations, responsibilities, and liabilities of "Owner" under the JOC for those job orders it lets with Burton pursuant to this Agreement. Liberty further agrees to indemnify and hold SPS harmless for any claims, losses, or damages arising out of a job order Liberty lets with Burton pursuant to this Agreement.
5. **Limitations.** Liberty's access to the JOC with Burton shall be limited to the capacity of the JOC amount inclusive of projects of both districts and to the availability of Burton, with SPS projects having first priority. Thus, Liberty shall submit its requests for quotes under the JOC to SPS prior to submission to Burton, for SPS's review and approval, in its sole discretion, of the amount and schedule of the proposed work. Review and approval by SPS is not for any reason but for the amount and schedule of the work as it fits with the JOC and SPS's proposed work. By its review, SPS takes no position on the feasibility, accuracy, or reasonableness of the work proposed by Liberty.

6. **Administration of Agreement.** It is not the intent of the Parties, nor shall this Agreement be interpreted, to create a new or separate legal entity for the performance of this Agreement. Instead, the Boards of both Parties shall jointly administer this Agreement.
7. **Manner of Acquiring, Holding and Disposing of Property.** The Party purchasing goods or services under this Agreement shall be solely responsible for acquiring the real or personal property it purchases, and all such property shall be held in that Party's name. That Party shall also have primary responsibility for disposing such property for the duration of the Agreement and upon termination of the Agreement.
8. **Manner of Financing.** The method of financing this Agreement shall be through budgeted funds or other available funds of the Party for whose use the property is actually acquired or disposed. Each Party accepts no responsibility for the payment of goods or services acquired for the sole and exclusive use of the other Party.
9. **Budget.** The Party purchasing the goods or services under this Agreement shall be responsible for all budget and accounting procedures related to such purchases.
10. **Legal Compliance with Bidding Requirements.** SPS has complied with its statutory requirements regarding notice for bids or proposals for the JOC, and advertised for such bids or proposals in Spokesman Review on June 4, 8, and 13, 2004. Liberty has complied with any applicable bidding requirements necessary for entering into this Agreement, including making the necessary determination that the use of job order contracts will benefit the public by providing an effective means of reducing the total lead-time and cost for public works projects or repair required at public facilities through the use of unit price books and work orders by eliminating time-consuming, costly aspects of the traditional public works process.
11. **Legal Compliance for public works projects.** Each party is individually responsible for compliance with prevailing wage regulations and all applicable federal, state, and local laws and regulations.
12. **Filing of the Agreement.** A copy of this Agreement shall be filed with the County Auditor's Office or listed by subject on a public agency's web site or other electronically retrievable public source.
13. **Adoption of Agreement.** The Board of Directors for each Party authorizes this Agreement and has or will take action by resolution, motion, or other necessary action to approve this Agreement.
14. **Independent Right to Contract.** Subject to the limitations of paragraph 5, each Party reserves the right to contract for the purchase or disposal of any particular class of goods or services, with or without notice being given to the other Party.
15. **No Obligation.** This Agreement does not obligate either Party to acquire goods or services or dispose property through the contractual agreements of the other Party.
16. **Amendments.** This Agreement may be amended or modified by mutual agreement of the Parties. Any amendment or modification shall be in writing, signed, and duly approved by the Boards of both Parties.

17. **Governing Law.** The terms of this Agreement shall be governed by the laws of the State of Washington.
18. **Termination.** Either Party may terminate this Agreement upon thirty (30) days written notice to the other Party.
19. **Authority to Sign and Obligate.** The undersigned represent and warrant that they are authorized to enter into this Agreement on behalf of the parties.
20. **Effective Date of Agreement.** This Agreement shall not become effective unless and until it is properly executed by the parties and all filing requirements are met.


DATED this 11<sup>th</sup> day of January 2007

SPOKANE PUBLIC SCHOOLS

  
\_\_\_\_\_  
Dr. Mark Anderson  
Associate Superintendent,  
School Support Services

1-11-07  
Date

LIBERTY SCHOOL DISTRICT NO. 362

  
\_\_\_\_\_  
Mr. Duane Reidenbach  
Superintendent

12/19/06  
Date

Rev 10/03/06

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