



Burlington - Edison Public Schools

Laurel W. Browning
Superintendent

927 East Fairhaven Avenue Burlington, WA 98233
(360) 757-3311 Fax (360) 755-9198

INTERLOCAL COOPERATIVE AGREEMENT

BETWEEN

BURLINGTON-EDISON SCHOOL DISTRICT

AND

Lakewood School District

THIS AGREEMENT is made and entered into by and between the Burlington-Edison School District and Lakewood School District pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT.

1. **PURPOSE:** The purpose of this agreement shall be that Burlington-Edison School District shall provide development and access to the Soar database for Lakewood School District. This includes setup and training. Also included are enhancements as they occur to the system.
2. **RESPONSIBILITIES:** The creation and configurations are the sole responsibility of the Burlington-Edison School District.
3. **TERM OF AGREEMENT:** The term of this Agreement shall begin 30 days from the date of signing by all required parties.
4. **MANNER OF FINANCING:** Total cost of described project is \$5.00 per student FTE annually, with the count each year on October 1st. Invoicing shall occur annually on November 1. The contract shall be 1 year with an option to renew at the annual invoicing.
5. **ADMINISTRATION:** The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the party making the change shall notify the other party.
 - 5.1 Burlington-Edison School District representative shall be Joe Stewart, Fiscal Director


5.2 Lakewood School District's representative shall be Patty Dowd, Director of Finance.

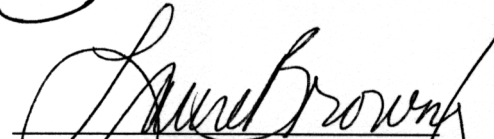
6. **TREATMENT OF ASSETS AND PROPERTY:** No fixed assets or personal or real property will be jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement.
7. **INDEMNIFICATION:** Each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of its officials, officers, agents, or employees to the fullest extent required by law, and further agrees to save, indemnify, defend, and hold the other party harmless from any such liability. It is further provided that no liability shall attach to the Burlington-Edison School District by reason of entering into this contract except as expressly provided herein.
8. **TERMINATION:** Any party hereto may terminate this Agreement upon thirty (30) days notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the party's last known address for the purposes of giving notice under this paragraph. 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.
9. **CHANGES, MODIFICATIONS, AMENDMENTS AND WAIVERS:** The Agreement may be changed, modified, amended or waived only by written agreement executed by the parties hereto. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.
10. **SEVERABILITY:** In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement, which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.
11. **ENTIRE AGREEMENT:** This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached. 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 this 21st day of August 2008.

APPROVED:

**BURLINGTON-EDISON
SCHOOL DISTRICT**




Joe Stewart, Fiscal Director

Laurel Browning, Superintendent

APPROVED:

Lakewood School District



Patty Dowd, Director of Finance

Dennis Haddock, Superintendent