

# LETTER OF AGREEMENT

## REGARDING FINANCIAL ADVISORY SERVICES

This Letter of Agreement effective as of the later of the two signature dates appearing below, is entered into by and between EDUCATIONAL SERVICE DISTRICT No. 112 (“ESD No. 112”) and NORTHWEST EDUCATIONAL SERVICE DISTRICT No. 189 (“NWESD No. 189”). By the Interlocal Cooperative Agreement dated June 21, 2004, the nine Educational Service Districts (ESDs) agreed to work together and to provide services authorized by Chapter 28A.310 RCW to school districts located within each other’s regions, and to affirm the cooperative working relationships between the nine ESDs in the State of Washington.

1. Parties:

ESD No. 112 is the Initiating ESD and NWESD No. 189 is the Receiving ESD as the terms are defined in the Interlocal Agreement between the nine Educational Service Districts. The Superintendent of ESD No. 112 and the Superintendent of NWESD No. 189 have reached consensus regarding the type of the services to be provided.

2. Scope of Services:

2.1 ESD No. 112 may provide financial advisory services on a cooperative basis with NWESD No. 189 to school districts within NWESD No. 189’s region. The division of responsibilities and duties between the respective ESD’s will be determined and agreed to, in writing, on a project-by-project basis. The financial advisory services under this Letter of Agreement shall include, but are not limited to:

- A. general financial advice related to capital planning, bonds, and levies;
- B. bond authorization planning; and,
- C. bond sale management

2.2 NWESD No. 189 shall post the financial advisory services on its website and make related information available to its superintendents and chief finance officers through methods typical within its region.

3. Payment:

ESD No. 112 will pay to NWESD No. 189 its prorata share of excess revenue based on a 70% (ESD No. 112)/ 30% (NWESD No. 189) split of revenues received from the NWESD No. 189 region. Excess revenue is defined as revenues remaining after ESD No. 112 has accounted for all its program expenditures both direct and indirect.

4. Duration/Limitations

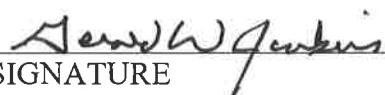
This Agreement may be terminated by either party upon thirty days written notice to the other party. Distribution of any excess revenues earned in advance of such termination would be provided consistent to paragraph three. Nothing in this Agreement limits or restricts the NWESD 189 from offering similar services in its region.

IN WITNESS WHEREOF, the parties have executed this Letter of Agreement as of the dates shown below.

EDUCATIONAL SERVICE  
DISTRICT NO. 112

NORTHWEST EDUCATIONAL  
SERVICE DISTRICT NO. 189

  
SIGNATURE

  
SIGNATURE

PRINTED NAME: Tim Merlino  
TITLE: Superintendent

PRINTED NAME: Dr. Gerald W. Jenkins  
TITLE: Superintendent

1/5/15  
DATE

12/22/14  
DATE