



**INTERLOCAL SERVICE AGREEMENT  
FISCAL 2016-2017**

**BETWEEN**

**Educational Service District No. 112 (ESD)**  
2500 NE 65<sup>th</sup> Avenue  
Vancouver WA 98661

**Service Provider**  
**Northwest Educational Service District No. 189 (the District)**  
1601 R Avenue  
Anacortes, WA 98221

Summary Description of Service	Contract Term	Fee
for the purpose of providing twelve 1-day Youth Mental Health First Aid trainings no later than September 30, 2017. Eight of the trainings are to be held in Marysville, and four trainings can be held in the broader ESD 189 region.	Start Date: October 1, 2016	Total not to exceed: \$26,352.00
	End Date: September 30, 2017	
	<b>Contract Number</b>	<b>Federal CFDA or NA</b>
		93.243

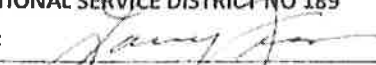
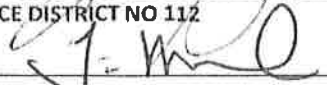
This Agreement consists of this signature and duties page and the following exhibits, which constitute the entire understanding of the parties.

<b>Exhibit A: Terms &amp; Conditions</b>
<b>Exhibit B: Agreement Contact Information</b>
<b>Exhibit C: Federal Funds Disclosure and Requirements– signature required</b>
<b>Exhibit D: Scope of Work</b>

**SCOPE OF SERVICES PROVIDED**

- a. General objective(s) of this Agreement shall be to participate in a joint undertaking to facilitate the DISTRICT's provision of Providing twelve 1-day Youth Mental Health First Aid trainings no later than September 30, 2017, which maximizes the use of government resources and improves the delivery of education or education related services.
- b. The District shall perform the following to accomplish Agreement objectives:
  - 1) Provide twelve 1-day Youth Mental Health First Aid (YMHFA) trainings for the District for the 2016-2017 school year. Eight must be held in the Marysville community, while four may be held in the broader ESD 189 region.
  - 2) Fund conference rooms fees for hosting YMHFA Instructor training on October 25-27, 2016.
  - 3) The District shall invoice following each training with final invoice due October 15, 2017. The District shall provide a detailed transaction report to support amounts invoiced.
- c. ESD shall perform the following to accomplish Agreement objectives:
  - 1) Pay the amount set forth in Exhibit D at cost reimbursement plus 8% indirect, not to exceed twenty-six thousand three hundred fifty-two dollars (\$26,352.00).

IN WITNESS WHEREOF, the District and ESD have executed this Agreement inclusive of all Exhibits listed on the date and year indicated below. Signed versions of this Agreement transmitted by facsimile copy or electronic mail shall be the equivalent of original signatures on original versions.

<b>NORTHWEST EDUCATIONAL SERVICE DISTRICT NO 189</b>	
Authorized Signature: 	Date: 10/5/16
<b>EDUCATIONAL SERVICE DISTRICT NO 112</b>	
Authorized Signature: 	Date: 10/6/16

<b>ESD ACCOUNTING:</b>	
ACCT NO	2010 98 7600 724 0000 0000
DEPT APPROVAL	
FISCAL APPROVAL	

**SIGN DATE & RETURN TO:**  
ESD 112, Business Services  
2500 NE 65<sup>th</sup> Avenue, Vancouver WA 98661  
Or  
Email: apcontracts@esd112.org

**EXHIBIT A**  
**TERMS & CONDITIONS**

- I. AUTHORITY**
- a. This Agreement between ESD and the District, is entered into in accordance with the authority granted in the Interlocal Cooperation Act, RCW 39.34.030 and provisions that authorize educational service districts and school districts to contract with each other for services, specifically 28A.310.010, 28A.310.180, 28A.310.200, 28A.320.080 and 28A.320.035
  - b. The provision of educational, instructional or specialized services in accordance with this Agreement will improve student learning or achievement.
  - c. A separate legal entity is not being created. ESD shall administer the joint undertaking described in the terms of this Agreement.
- II. FINANCE, BUDGET & PROPERTY**
- a. **Budget.** The District will budget for and pay the costs associated with services provided as detailed in "Scope of Services Provided". A separate budget for this joint undertaking is not required
  - b. **Invoices.** The District shall invoice ESD as described in "Scope of Services Provided". ESD shall pay the invoice within forty (45) days of receipt. Invoices may be billed electronically to [contracts.invoices@esd112.org](mailto:contracts.invoices@esd112.org) or by mail at ESD's business mailing address.
  - c. **Property.** Neither party is acquiring real property. Any personal property that is acquired will be owned and retained by the party that pays for the personal property.
- III. GENERAL OBLIGATIONS OF THE PARTIES. ESD and the District shall:**
- a. Conduct background checks on any officials, employees, volunteers or agents who may perform obligations under this Agreement and who may have access to children. No party person who has plead guilty to or been convicted of a felony crime specified in RCW 28A.400.330 will have access to children. Failure to comply with this provision is grounds for immediate termination.
  - b. Comply with federal, state, and local laws in performing obligations under this Agreement, and any policies or regulations adopted by the parties' boards of directors, including restrictions on use of tobacco on school district property.
  - c. Obtain and maintain commercial general liability insurance and automobile liability insurance in an amount not less than \$1,000,000 per occurrence. The parties shall, upon request, provide each other suitable evidence of the insurance coverage that is required.
  - d. Obtain any licenses or permits that are required to perform their respective obligations under the Agreement.
  - e. Comply with Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 C.F.R. §200) under the Office of Management and Budget (OMB) and the terms of any grant that is being implemented in whole or in part by this Agreement, as applicable.
  - f. Perform their obligations in accordance the terms of this Agreement AND any federal or state grant that is funding any of the obligations under this Agreement.
- IV. TERMINATION.** Either party may terminate this Agreement by providing the other party thirty (30) days prior written notice, provided ESD may terminate this Agreement immediately, without prior notice, if any of the funds ESD receives or has budgeted for in connection with its payment obligations under this Agreement are reduced or eliminated. Upon termination, the joint undertaking will be dissolved and the parties will retain ownership of the personal property they acquired in connection with this Agreement.
- V. GENERAL PROVISIONS**
- a. **Indemnification.** Both parties agree to protect, defend, indemnify and hold the other party, and its directors, officers, agents and employees harmless from any and all claims and losses that are caused by the indemnifying party, or the indemnifying parties directors', officers', agents' or employees' negligent or malicious acts or omissions.
  - b. **Assignment.** This Agreement may not be assigned by either party without prior written consent of the other party.
  - c. **Whole Agreement.** The parties acknowledge that they have read and understand this Agreement. The parties further agree that this Agreement constitutes the entire agreement between the parties and supersedes all communications, written or oral, related to the subject matter of this Agreement. This Agreement may only be modified or amended upon signed written agreement of both parties.

Interlocal Service Agreement  
Northwest Educational Service District 189

- d. **Applicable Laws and Venue.** This Agreement shall be governed by the laws of the State of Washington. Venue for any legal action or proceeding arising out of or in any way related to this Agreement shall be in Clark County, Washington.
- e. **Waiver.** No provision of this Agreement, or the right to receive reasonable performance of any act called for by its terms, shall be deemed waived by a waiver of a breach thereof as to a particular transaction or occurrence.
- f. **Severability.** 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 the 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.
- g. **Non-Discrimination.** Per the requirements of state, local and federal laws, including 13 CFR 145, ESD and the District agree not to discriminate on the basis of race, creed, religion, color, national origin, age, families with children, sex, gender expression or identity, honorably discharged veteran or military status, marital status, sexual orientation, or non-job-related physical, sensory, or mental disabilities, or use of a trained guide dog or service animal. Inquiries regarding compliance and/or grievance procedures for ESD may be directed to ESD at its address above.
- h. **Conflict of Interest.** Neither party shall receive compensation from more than one political subdivision of the state of Washington for the same work that is being done under this Agreement. If either party is providing services to another organization that are the same as the services being provided and compensated for under this Agreement, the amount paid under this Agreement shall constitute an overpayment, which shall be withheld from future payments or reimbursed. No person engaged in any activity associated with this Agreement has a personal financial interest, direct or indirect, in this Agreement. The District and ESD warrant that neither party presently has interests, and will not acquire interests, directly or indirectly, which would create a conflict of interest in performing the obligations under this Agreement. Any direct or indirect conflict of interest must be disclosed.
- i. **Privacy.** Both parties may have access to educational records that are confidential and subject to privacy protections under the Federal Educational Rights and Privacy Act. Both parties shall take all necessary steps to protect the confidentiality of educational records and shall not disclose such records or the information obtained from having access to such records without obtaining the consent of the other party and the parent of the student whom the record pertains to.
- j. **Records.** Both parties shall maintain books, records, documents, data and other materials compiled and related to the performance of their obligations under this Agreement for the time period required under law or any applicable grant agreement. Both parties agree to provide the other party access to and copies of any such books, records, documents, data or other materials.
- k. **Exclusion, Debarment and Suspension Certification.** Per the requirements of Executive Order 12-549, ESD and the District certify that neither they, nor their officers, directors, general managers or persons having primary management or supervisory responsibilities, are on the Excluded Parties List Report (web address: <http://www.sam.gov>) and that they are not presently debarred, suspended, proposed for debarment, or declared ineligible or voluntarily excluded for the award of contracts by any federal governmental agency or department. ESD and the District shall provide immediate written notice to each other if, at any time during the term of this Agreement, including any renewals hereof, they learn that this certification has become erroneous by reason of changed circumstances.
- l. **Intellectual Property.** Any materials ESD produces shall be owned by ESD. ESD will be considered the author of such materials. To the extent materials being produced in connection with this Agreement are found to be "works made for hire," the District hereby irrevocably assigns all right, title and interest in such materials, including intellectual property rights, to ESD effective from the moment of creation. The District shall not use any materials produced for ESD in connection with this Agreement without obtaining ESD's prior written consent.
- m. **Notice.** Whenever notice is required under this Agreement, it shall be provided by emailing and mailing the notice to the contacts provided in Exhibit B. Notice shall be deemed effective upon the earlier of actual receipt or three (3) days after notice is deposited in the United State Mail, postage prepaid.

**EXHIBIT B  
 AGREEMENT CONTACTS**

<b>PROGRAM / SERVICE CONTACTS</b>	
<b>ESD</b>	<b>THE DISTRICT</b>
Name: Deb Drandoff	Name: Jodie DesBiens
Position Title: Program Director	Position Title: Prevention Center Director
Phone: 360.952.3396	Phone: 360.299.4010
Email: deb.drandoff@esd112.org	Email: jdesbiens@nwesd.org

<b>FISCAL / BUDGET CONTACTS</b>	
<b>ESD</b>	<b>THE DISTRICT</b>
Name: Amy Hoernig	Name: Jane Morgan
Position Title: Budget Analyst	Position Title:
Phone: 360.952.3370	Phone: 360.299.4066
Email: contracts.invoices@esd112.org, amy.hoernig@esd112.org	Email: jmorgan@nwesd.org

<b>ADDITIONAL FOR NOTIFICATION UNDER EXHIBIT A, SECTION V.m</b>	
<b>ESD</b>	<b>THE DISTRICT</b>
Name: Gavin Hottman	Name: Carol Browder
Position Title: Chief Financial Officer	Position Title: Assistant Superintendent for Finance
Phone: 360.952.3521	Phone: 360.299.4026
Email: gavin.hottman@esd112.org	Email: cbrowder@nwesd.org

EXHIBIT C

FEDERAL FUNDS DISCLOSURE AND REQUIREMENTS

Certification Regarding Adherence to Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 C.F.R. §200) under the Office of Management and Budget (OMB)

Certification Regarding Disbarment, Suspension, Proposed Debarment, and Other Responsibility Matters

The Contractor hereby acknowledges being informed that ESD may partially or fully fund its obligations under this Agreement with federal funds that were awarded pursuant to AWARE, CFDA#93.243. The Contractor will perform its obligations in a manner that is consistent with the terms and provisions of the award, which will be made available to the Contractor upon request.

As a recipient of federal funds, ESD must comply with cost principles under Uniform Administrative Requirements, which establishes principles and standards for determining allowable costs for federal awards, carried out through grants, cost reimbursement contracts and other agreements. The Contractor agrees to follow cost principles under Uniform Administrative Requirements and to comply with any request by ESD related to ESD's obligations to comply with OMB's Administrative Requirements under the award identified above.

The Contractor further certifies that they, nor its Principals, have in the past or are presently debarred, suspended, proposed for debarment, or declared ineligible, or voluntarily excluded for the award of contracts by any Federal governmental agency or department. ("Principals", for purposes of this certification, mean officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity, e.g., general manager; plant manager, head of subsidiary, division, or business segment; and similar positions.)

The Contractor shall provide immediate written notice to ESD if, at any time during the term of this Agreement, including any renewals hereof, it learns that its certification was erroneous when made or has become erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which ESD has relied in entering into this Agreement. Should ESD determine, at any time during this Agreement, including any renewals hereof, that this certification is false, or should it become false due to changed circumstances, ESD may terminate this Agreement in accordance with the terms and conditions therein.

**Contractor Certification:**

Larry Francois  
Printed Name

Superintendent  
Title

  
Signature

9/29/16  
Date

g.d.

**Exhibit D**

**SCOPE OF WORK**

NAME OF CONTRACTED AGENCY: ESD 189

**2016-17**

**SERVICES**

- Provide twelve 1-day Youth Mental Health First Aid trainings no later than September 30, 2017. Eight of the trainings to be held in the Marysville Community, four can be held in the broader ESD 189 region.
- Fund conference rooms fees for hosting YMHFA Instructor training on October 25-27, 2016.

**PROCESS**

- Complete the following program evaluation requirements for each one-day training:
  - Inform Nancy Parry when training is scheduled
  - Submit attendance lists with attendee email addresses for each one-day training delivered,
  - Submit hard copies of training participant evaluation forms for each one-day training or excel summary of training evaluations

Contractor will be reimbursed for actual expenses incurred while providing contract deliverables. Acceptable expenses include staff time and benefits; travel, materials, and training space rental