





**INTERLOCAL AGREEMENT-NON RENEWING SERVICES
FISCAL YEAR 2017-2018**

**EDUCATIONAL SERVICE DISTRICT NO. 112
2500 NE 65th Avenue
Vancouver, WA 98661-6812**

Parties to the Contract:

Educational Service District No. 112, hereinafter referred to as “ESD112”, and Northwest Educational Service District No. 189, 1601 R Avenue, Anacortes WA 98221, hereinafter referred to as the “District”.

Summary Statement-Contract Purpose	
WEB SERVICES	
To provide planning and project management web services	
Contract Number: 18002-278	Financial Terms: Payments under this contract shall not exceed \$3,400 billed at \$85 per hour;
Contract Period Initial Term Start: September 1, 2017 Initial Term End Date: August 31, 2018	
Attachments: This Agreement consists of this signature page and the following exhibits, which constitute the entire understanding of the parties	
Exhibit A: Terms for Services Provided Exhibit B: General Terms & Conditions Exhibit C: Agreement Contact Information	
Signed versions of this Agreement transmitted by facsimile copy or electronic mail shall be the equivalent of original signatures on original versions.	
IN WITNESS WHEREOF, the District and ESD112 have executed this Agreement on the date and year indicated below.	
NORTHWEST EDUCATIONAL SERVICE DISTRICT NO 189	
AUTHORIZED SIGNATURE: <i>Larry Francois</i> 	DATE: Mon, Sep 25, 2017, 12:16 PM EDT
EDUCATIONAL SERVICE DISTRICT NO 112	
AUTHORIZED SIGNATURE: <i>Tim Merlino</i> 	DATE: Mon, Sep 25, 2017, 01:34 PM EDT

<u>ESD112 INFORMATION</u>	
REV ACCT NO: _____	6804 81 863
DEPT APPROVAL	Lori Oberheide
BUDGET APPROVAL	P. Pepin
BUS SVC APPROVAL	TW

SIGN DATE & RETURN TO:
 Internal Accounting
 Educational Service District No. 112
 2500 NE 65th Avenue, Vancouver WA 98661
 OR
Email: districtcontracts@esd112.org

EXHIBIT A
TERMS FOR SERVICES PROVIDED

1. **Purpose.**
 - 1.1 ESD112 and the District are entering into this Agreement for the purpose of Web development - planning and project management for www.nwesd.org
 - 1.2 The provision of educational, instructional or specialized services in accordance with this Agreement will improve student learning or achievement.

2. **Term.** This Agreement shall be effective September 1, 2017 and continue until the earlier of the date both parties have satisfied their obligations set forth in this Agreement, the date the Agreement is terminated in accordance with Exhibit B, Section 4, or August 31, 2018.

3. **Finance, Budget and Property.**
 - 3.1 **Contract Amount.** The District shall pay ESD112 \$3,400 for services provided under this Agreement as described in Section 1.1 above.
 - 3.2 **Invoicing.** ESD112 shall invoice the District monthly as work occurs. Invoices shall be paid within thirty (30) days of receipt.
 - 3.3 **Budget.** A separate budget for services under this Agreement is not necessary and therefore is not being prepared. Expenses and revenues shall be addressed in the District's and ESD112's budget.
 - 3.4 **Property.** All personal property and assets acquired or received in connection with the obligations under this Agreement, including but not limited to equipment, materials, supplies and funds, shall be owned and retained by ESD112, both during the term of this Agreement and after the Agreement is terminated, partially or completely. Real property shall not be acquired.

4. **Scope of Services and Parties' Obligations.** The parties agree to fulfill the following obligations for delivery of services under this Agreement:
 - 4.1 **Responsibilities of ESD112.** ESD112 shall:
 - 4.1.1 Assist, as needed, in the process of surveying customers and website users, as necessary to determine changes needed to current website Research, select and purchase WordPress theme design. Determine any additional functionality needed for the new website.
 - 4.1.2 Assist, as needed, to map out navigational structure (main navigation, dropdown menus, footer content and menu) and page content for home page and all subpages. If theme contains a sidebar, determine what content should be added to the sidebar.
 - 4.1.3 Assist, as needed, to make content revisions once content has been imported from Drupal export.
 - 4.1.4 Invoice the District in accordance with Section 3 above.

- 4.2 Responsibilities of the District.** The District shall:
- 4.2.1** Survey customers and website users, as necessary to determine changes needed to current website Research, select and purchase WordPress theme design. Determine any additional functionality needed for the new website.
 - 4.2.2** Map out navigational structure (main navigation, dropdown menus, footer content and menu) and page content for home page and all subpages. If theme contains a sidebar, determine what content should be added to the sidebar.
 - 4.2.3** Make content revisions once content has been imported from Drupal export. Update content on current website prior to export.
 - 4.2.4** Export data from Drupal 7 and import into WordPress (MY SQL data base) including images, documents, Pages, posts, staff data, library data, categories and tags.
 - 4.2.5** Manage timelines to ensure the website is launched on time.
 - 4.2.6** Provide keys and secure certificates to allow secure certificate to be imported to hosting server. Point URL to wpEngine IP address (A-record update).
 - 4.2.7** Pay ESD112 in accordance with Section 3 above.

EXHIBIT B
GENERAL TERMS & CONDITIONS

1. Authority & Organization.

- 1.1** This Agreement 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.
- 1.2** A separate legal entity is not being created. ESD112 shall administer the joint undertaking described in the terms of this Agreement.

2. General Responsibilities of the Parties. ESD112 and the District shall:

- 2.1** Conduct background checks on any officials, employees, volunteers or agents who may perform obligations under this Agreement and who may have contact with children in a public school or ESD112 facility. No party/person who has plead guilty to, or been convicted of, a felony crime specified in RCW 28A.400.322 will be allowed to do work under this contract if they may have contact with children in a public school or ESD112 facility. Failure to comply with this provision is grounds for immediate termination.
- 2.2** 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.
- 2.3** Obtain and maintain general liability coverage, including contractual liability and automobile coverage in an amount not less than \$1,000,000 per occurrence. The parties shall, upon request, provide each other suitable evidence of coverage required.
- 2.4** Obtain any licenses or permits that are required to perform their respective obligations under the Agreement.
- 2.5** Maintain books, records, documents, data and other materials compiled and related to the performance of obligations under this Agreement for the time period required under law or any applicable grant agreement. Both parties agree to provide access to and copies of any such books, records, documents, data or other materials to the other party upon request.
- 2.6** 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.

3. Amendment. Changes to the services ESD112 is obligated to provide or fees the District is obligated to pay shall be addressed in signed amendments to this Agreement, provided forty-five (45) days before the amendment is to take effect, unless otherwise mutually agreed.

5. **Termination.** This Agreement may be terminated by either party by providing the other party thirty (30) days written notice of intent to terminate. If the Agreement is terminated, the District shall pay ESD112 for all work performed and expenses incurred up to the date the Agreement is terminated. Fees owed following termination shall be paid within thirty (30) days of receipt of an invoice.

6. **General Provisions.**

6.1 **Assignment.** Neither this Agreement nor any interest therein may be assigned by either party without the prior written consent of the other party.

6.2 **Attorneys' Fees and Costs.** In the event litigation arises out of this Agreement, each party shall bear its own attorney's fees and costs.

6.3 **Authority.** The terms and conditions of this Agreement to which the parties agree are being entered into by appropriate resolutions or delegation of authority by the respective boards of directors of ESD112 and the District.

6.4 **Captions.** Paragraph headings have been included for the convenience of the parties and shall not be considered a part of this Agreement for any purpose relating to construction or interpretation of the terms of this Agreement.

6.5 **Conflict of Interest.** No person engaged in any activity associated with this Agreement has a personal financial interest, direct or indirect, in this Agreement. ESD112 and the District 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.

6.6 **Force Majeure.** ESD112 and the District shall not be liable for any failure to perform its obligations in this Agreement, and shall not be liable for the damages in Section 4, if the failure to perform or action that gave rise to damages is a result of any act of God, riot, war, civil unrest, flood, earthquake, or other cause beyond such party's reasonable control, such as changes to federal, state or local laws, but excluding failure caused by a party's financial condition or negligence.

6.7 **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Washington and any action or litigation undertaken to enforce the terms of this Agreement shall be conducted in Clark County, Washington.

6.8 **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 party's directors', officers', agents' or employees' negligent or malicious acts or omissions.

6.9 **Intellectual Property.** Any materials ESD112 produces shall be owned by ESD112. ESD112 shall be considered the author of such materials. To the extent materials being produced in connection with this Agreement are found to be "works for hire", the District hereby irrevocably assigns all right, title and interest in such materials, including intellectual property rights, to ESD112 effective from the moment of creation. The District shall not use any materials produced for, or

by, ESD112 in connection with this Agreement without obtaining ESD112's prior written consent.

- 6.10 Non-Discrimination.** Per requirements of state, local and federal laws, including 13 CFR 145, ESD112 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 ESD112 may be directed to ESD112 at its address above.
- 6.11 Notice.** Whenever notice is required under this Agreement, it shall be provided by emailing, with receipt confirmation, or mailing notice to the contacts designated in Exhibit C. Notice shall be deemed effective upon the earlier of actual receipt or three (3) days after notice is deposited in the United States Postal Service mail, by certified mail, postage prepaid.
- 6.12 Severability.** If any term of 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 and, to this end, the terms and conditions of this Agreement are declared severable.
- 6.13 Waiver.** No provision of this Agreement, or the right to receive reasonable performance of any act called for by its terms, including but not limited to the right of a performing party to notify a non-performing party there has been a unilateral early termination, shall be deemed waived by a party's failure to enforce the provision or rights to performance in a particular transaction or occurrence. Any and all waivers shall be in writing and signed by the party waiving the provision or its rights to performance. Any waiver that is not in writing shall not be binding or effective.
- 6.14 Whole Agreement.** The parties agree that this Agreement, together with all appendices, if any, constitute the entire agreement between the parties and supersedes all prior or existing written or oral agreements between the parties and may not be amended other than in writing signed by the parties.
- 7. Exclusion, Debarment and Suspension Certification.** Per the requirements of Executive Order 12549, ESD112 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. ESD112 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.

EXHIBIT C
AGREEMENT CONTACT INFORMATION ^[1]

PROGRAM CONTACTS	
<u>THE DISTRICT</u>	<u>ESD112</u>
Name: David Forsythe	Name: Lori Oberheide
Position Title: Assistant Superintendent, Operations	Position Title: Assistant Superintendent
Phone: 360.299.4021	Phone: 360.952.3589
Email: dforsythe@nwesd.org	Email: lori.oberheide@esd112.org

FISCAL / BUDGET CONTACTS	
<u>THE DISTRICT</u>	<u>ESD112</u>
Name: Lori McCleod	Name: Susan Rahl
Position Title: Fiscal Services Supervisor	Position Title: Administrative Assistant
Phone: 360.299.4715	Phone: 360.952.3588
Email: lmcleod@nwesd.org	Email: susan.rahl@esd112.org

ACCOUNTING / BILLING CONTACTS	
<u>THE DISTRICT</u>	<u>ESD112</u>
Name: Joanie Cochran	Name: Christy Stalcup
Position Title: Fiscal Technician/Accounts Payable	Position Title: AR Specialist II
Phone: 360.299.4718	Phone: 360.952.3490
Email: jcochran@nwesd.org	Email: christy.stalcup@esd112.org

SIGNATURE AUTHORITY / NOTICE CONTACT ^[2]	
<u>THE DISTRICT</u>	<u>ESD112</u>
Name: Larry Francois	Name: Tim Merlino
Position Title: Superintendent	Position Title: Superintendent
Phone: 360.299.4003	Phone: 360.750.7500
Email: lfrancois@nwesd.org	Email: tim.merlino@esd112.org

[1] If contact is the same as another listed, “same” can be noted.

[2] Required information