



PARTIES TO THE AGREEMENT:

Educational Service District No. 112 (ESD112)
2500 NE 65th Avenue
Vancouver WA 98661

Service Provider

Northwest Educational Service District No. 189 (NWESD)
1601 R Avenue
Anacortes WA 98221

IN WITNESS WHEREOF, NWESD and ESD112 (together, the Parties) 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.

NORTHWEST EDUCATIONAL SERVICE DISTRICT NO. 189

Authorized Signature:

Date:

EDUCATIONAL SERVICE DISTRICT NO 112

Authorized Signature:

Date:

Summary Description of Service	Agreement Term	Fee
Provide ESD 112 with logistical services and distribution of Personal Protective Equipment (PPE) to Public School Districts and Private Schools participating in the AESD PPE Purchasing Consortium from NWESD region.	Start Date: 12/1/2020	See Exhibit A Section III for financial terms of the agreement.
	End Date: 08/31/2021	
	Agreement Number	
	PO#	

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

Exhibit A Scope of Services Provided

Exhibit B General Terms & Conditions

AGREEMENT CONTACTS

	<u>ESD112</u>	<u>NWESD</u>
	<u>Program / Service</u>	
Name:	Jeff Strunk	Joni Morrell
Position:	Purchasing Manager	Administrative Assistant
Phone:	360.949.1989	360.299.4002
Email:	jeff.strunk@esd112.org	jmorrell@nwesd.org

Billing

Name:	Christy Stalcup	Lisa Matthews
Phone:	360.952.3490	360.299.4026
Email:	christy.stalcup@esd112.org	lmatthews@nwesd.org

Signature Authority/ Notice

Name:	Tim Merlino	Larry Francois
Position:	Superintendent	Superintendent
Phone:	360.750.7500	360.299.4003
Email:	Tim.merlino@esd112.org	lfrancois@nwesd.org

ESD112 ACCOUNTING:

ACCT NO	PPSS RR YMGR	% or \$
	PPSS RR YMGR	% or \$
GRANT FUNDED?	Y [] N []	Grant End Date:
IF FEDERAL AWARD, CFDA	CFDA OR NA	

IF OPTING OUT OF ELECTRONIC SIGNATURE:

Send scanned copy of Agreement with executed signature by email to:
apcontracts@esd112.org

EXHIBIT A
SCOPE OF SERVICES PROVIDED

- I. **Purpose.** The general objective(s) of this Agreement shall be to provide ESD 112 with logistical and distribution services of Personal Protective Equipment (PPE) to Public School Districts and Private Schools participating in the AESD PPE Purchasing Consortium from the NWESD region.
- II. **Term of Agreement.** This Agreement shall be effective December 1, 2020 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 IV, or August 31, 2021
- III. **Financial Terms.** NWESD shall invoice ESD112, an amount not to exceed seven percent (7%) of the total amount ESD 112 invoices participating public school districts and private schools for the PPE directly distributed to them by NWESD. The payment requires services described below are provided, consistent with requirements of Exhibit B, Section II.
 - a. NWESD shall invoice at the conclusion of providing ESD 112 the current order final PPE distribution worksheet for the NWESD's region.
 - b. NWESD shall be responsible for PPE inventory upon delivery and verification of the packing slip. Any discrepancies shall be reported to ESD 112 within 24 hours of initial receipt of the delivery. Any inventory received by NWESD, but not directly distributed and paid by the schools will reduce the amount owed to the NWESD equal to the value of specified inventory.
 - c. The Final invoice shall be due no later than August 31, 2021. Invoices received subsequent to this date shall be subject to denial, based on funds available.
 - d. ESD112 shall pay the invoice, consistent with requirements of Exhibit B, Section II.
- IV. **NWESD Responsibilities.** NWESD shall perform the following to accomplish Agreement objectives:
 - a. Shall collect and manage order information for their region from all participating public school districts and private schools.
 - b. Provide communication and logistic support for all orders placed by their participating public school districts and private schools. NWESD shall have all direct communication with participating school staff regarding any updates, concerns or logistical matters unless NWESD or ESD 112 deems it necessary for ESD 112 to directly participate in discussions.
 - c. Ensure all PPE order requests submitted to the ESD 112 are accurate.
 - d. Upon distribution of all current order PPE items by NWESD, submit the final PPE distribution worksheet that accounts for all inventory received from ESD 112.
 - e. Provide appropriate staff and equipment needed to unload freight trucks in a safe and timely manner. Any special freight requests (i.e. liftgate, trailer drop, partial loads) should be provided via email to ESD 112 well in advance of deliveries. ESD 112 will be required to attempt to accommodate special requests, but shall pass through any additional costs as a result of the request to NWESD.
 - f. Provide a copy of signed PPE distribution slips to ESD 112 for each participating school district or private school that align to the final PPE distribution worksheet.

- V. **ESD112 Responsibilities.** ESD112 shall perform the following to accomplish Agreement objectives:
- a. Administrative agency for the AESD PPE Purchasing Consortium.
 - b. Place and manage all PPE orders with awarded suppliers.
 - c. Manage the freight and warehouse logistics for all PPE until time of delivery to NWESD or NWESD designated facility.
 - d. Provide payment to NWESD for logistical services and distribution of PPE to public school districts and private schools in the NWESD region as outlined in Exhibit A, Section III and Exhibit B, Section II.
- VI. **Compliance Orders.**
- a. NWESD shall perform all services under this Agreement in compliance with the most current guidelines issued by the Centers for Disease Control and Prevention (CDC), Washington Department of Health, and the Office of Superintendent of Public Instruction (OSPI) guidelines, and comply with state proclamations and orders as pertains to any infectious disease outbreaks or pandemics (i.e., COVID-19).
 - b. NWESD shall adjust service levels and schedules as requested and/or required to meet changing program needs to comply with Section IV above without modification to terms of the Agreement.

**EXHIBIT B
GENERAL TERMS & CONDITIONS**

I. AUTHORITY

- a. This Agreement between ESD112 and the NWESD, 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 shall improve student learning or achievement.
- c. A separate legal entity is not being created. ESD112 shall administer the joint undertaking described in the terms of this Agreement.

II. FINANCE, BUDGET & PROPERTY

- a. **Budget.** NWESD shall budget for and pay the costs associated with services provided as detailed in "Exhibit A: Scope of Services Provided". A separate budget for this joint undertaking is not required
- b. **Invoices.** NWESD shall invoice ESD112 as described in Exhibit A, Section III. ESD112 shall pay the invoice within forty (45) days of receipt. Invoices may be billed electronically to contracts.invoices@esd112.org or by mail at ESD112'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. ESD112 and the NWESD shall:

- a. 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 or otherwise have access to children in delivery of services under this Agreement. No person employed or contracted by a party to the Agreement who has plead guilty to, or been convicted of, a felony crime specified in RCW 28A.400.322 shall be allowed to do work under this Agreement if they may have contact with children in a public school or ESD112 facility. Failure to comply with this provision shall constitute grounds for immediate termination of the Agreement.
- 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 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. 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, as applicable.

IV. TERMINATION. Either party may terminate this Agreement by providing the other party thirty (30) days prior written notice, provided ESD112 may terminate this Agreement immediately, without prior notice, if any of the funds ESD112 receives or has budgeted for in connection with its payment obligations under this Agreement are reduced or eliminated. Upon termination, the joint undertaking shall be dissolved and the Parties shall 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.
- 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, ESD112 and the NWESD agree not to discriminate on the basis of race, color, creed, religion, national origin, age, sex, gender expression or identity, sexual orientation, genetic information, honorably discharged veteran or military status, marital status, family/parental status, income derived from a public assistance program, political beliefs, non-job-related physical, sensory, or mental disabilities, use of a trained guide dog or service animal, or retaliation for prior civil rights activity. Inquiries regarding compliance and/or grievance procedures for ESD112 may be directed to ESD112 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. NWESD and ESD112 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 award 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, ESD112 and the NWESD 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 NWESD 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 ESD112 produces shall be owned by ESD112. ESD112 will be considered the author of such materials. To the extent materials being produced by NWESD in connection with this Agreement are found to be "works made for hire," NWESD hereby irrevocably assigns all right, title and interest in such materials, including intellectual property rights, to ESD112 effective from the moment of creation. NWESD shall not use any materials produced for ESD112 in connection with this Agreement without obtaining ESD112's prior written consent.
- m. **Notice.** Whenever notice is required under this Agreement, it shall be provided by emailing or by mailing the notice to the contacts as provided. Notice shall be deemed effective upon the earlier of actual receipt or three (3) days after notice is deposited in the United States Mail, postage prepaid.