



AGREEMENT/
CONTRACT NO: 1690-30
REVENUE CODE: 8977 81 0000 624
Fiscal Year 2015-2016

**INTERLOCAL AGREEMENT FOR
THE COWLITZ COUNTY SCHOOLS STUDENT THREAT ASSESSMENT
PROGRAM**

between

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

And

**WOODLAND SCHOOL DISTRICT NO. 404
800 Third St.
Woodland, WA 98674-8467**

1. **Purpose.** This Agreement between Educational Service District No. 112 (the ESD) and Woodland School District No. 404, (the District), is entered into in accordance with the authority granted in the Interlocal Cooperation Act, RCW 39.34.080 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. The District is contracting with the ESD for the purpose of providing the District with services to support the use of the Cowlitz County Schools Student Threat Assessment Program. The provision of educational, instructional or specialized services in accordance with this Agreement will improve student learning or achievement.
2. **Term.**
 - 2.1 **Initial Term.** The Initial Term for the Agreement shall be from September 1, 2015 to August 31, 2016.
 - 2.2 **Renewal Terms.** This Agreement shall automatically be renewed for additional one year terms (the Renewal Term) unless the District notifies the ESD in writing prior to May 1st that it is not renewing the Agreement. If the District fails to provide written notice before May 1st, the District is

required to pay the fees owed under this Agreement for the upcoming Renewal Term, as detailed in Section 6 below. Changes to the services the ESD is obligated to provide or the fees the District is obligated to pay will be addressed in amendments to this Agreement.

3. **Parties Obligations.** The parties agree to fulfill the following obligations:

3.1 **Responsibilities of the ESD.** The ESD will:

3.1.1 Provide training and consultation to Screening Site Teams (Level I) regarding threats, violence, sexual incident screening, self-harm/suicide screening, and management of situations and students of concern, as requested by the District.

3.1.2 Coordinate multi-agency Student Threat Assessment Team (Level II) responses throughout Cowlitz County.

3.1.3 Conduct threat assessments with the multi-agency Student Threat Assessment Team (Level II) as requested by the District, and preparing a timely written summary of findings and recommendations.

3.1.4 Coordinate training for the multi-agency Student Threat Assessment Team (Level II)

3.1.5 Report on threat assessment activities to the Superintendents via the Cowlitz County Safe Schools Task Force.

3.1.6 Maintain the confidentiality of protected student information that is provided in the Level II student threat assessment process.

3.1.7 Invoice the District in the amount of \$6,838.00 in September.

3.1.8 Send the District proposed amendments to this Agreement at least forty five (45) days before the amendments will take effect.

3.2 **Responsibilities of the District.** The District will:

3.2.1 Follow the guidelines of the Cowlitz County Schools Student Threat Assessment Program for student threat assessments.

3.2.1.1 Make available Screening Site Teams at each school for Level I training.

3.2.2 Identify a contract person to coordinate with the ESD 112 Threat Assessment Coordinator on threat assessment matters for the District. These include but are not limited to:

3.2.2.1 The need for Screening Site Teams (Level I) staff training.

3.2.2.2 The need for a community based Student Threat Assessment Team (Level II).

3.2.2.3 The need for mental health consultation at Level I.

3.2.3 Pay the ESD \$6,838.00. Payments shall be made within thirty days of receipt of the invoice.

3.2.4 Discuss any additional services that are needed that are beyond the scope of the Agreement and execute mutually agreed upon amendments to this Agreement.

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

5. **Mutual Termination.** This Agreement may be terminated by mutual agreement by the parties.

6. **Early Unilateral Termination.**

6.1. Definition. An “early unilateral termination” is termination of the Agreement by either party prior to the expiration of the Initial or Renewal term, termination by the District without providing the written notice that is required in Section 2.2, or termination by a non-breaching party because of a breach by the other party. Early termination is likely to result in material adverse financial consequences. Accordingly, the District and the ESD agree to pay the damages set forth below, which is a reasonable reflection and estimate of the amount of damages the performing party will incur as a result of the unilateral early termination by the non-performing party.

6.2. Damages Owed for Early Termination.

6.2.1 The District. If the District unilaterally terminates early, the District shall pay the balance of the fee that is owed under Section 3.2.3 for the remainder of the existing term, plus the fees owed for the upcoming Renewal Term if the District did not provide written notice before May 1st. In addition, the District shall pay the ESD for the costs the ESD incurs as a result of the District’s early termination, to the extent the costs exceed the amount the District is obligated to pay under Section 3.2.3 for the existing and upcoming Renewal Term.

6.2.2 The ESD. If the ESD unilaterally terminates this Agreement early, the ESD shall pay the District the costs the District incurs to obtain the services the ESD was obligated to provide from a third party, but only to the extent the costs exceed what the District would have paid the ESD for the services. The District shall procure services from a third party as cost effectively as possible and shall not pay more than reasonable market rates.

6.2.3 Payment. The damages that are owed under this section shall be paid in full within thirty (30) days of receipt of an invoice from the non-breaching party.

7. Crimes Against Children

The ESD is prohibited from employing any person who will provide services under this Agreement, and who may come into contact with children in a public schools, if the person has plead guilty to or been convicted of a felony crime specified in RCW 28A.400.322. Failure of the ESD to comply with this section shall be grounds for immediate termination of this contract.

8. Indemnification.

8.1. ESD. The ESD agrees to protect, defend, indemnify and hold the District, its officers, agents and employees harmless from any and all claims and losses for bodily injury, including death, and/or property damage to the extent such claims or losses arise or result from the ESD's negligent performance under this Agreement.

8.2. The District. The District agrees to protect, defend, indemnify and hold the ESD, its officers, agents and employees harmless from any and all claims and losses for bodily injury, including death, and/or property damage to the extent such claims or losses arise or result from the District's negligent performance under this Agreement.

9. Force Majeure. The ESD and 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 6, 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 the District's or ESD's reasonable control, such as changes to federal, state or local laws, but excluding failure caused by a party's financial condition or negligence.

10. 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 parties 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.

11. **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.
12. **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.
13. **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.
14. **Attorneys Fees and Costs.** In the event litigation arises out of this Agreement, each party shall bear its own attorney's fees and costs.
15. **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.
16. **Opportunity Without Discrimination.** Per the requirements of state, local and federal laws, including 13 CFR 145, the ESD and the District agree not to discriminate on the basis of race, creed, religion, color, national origin, age, families with children, sex, honorably discharged veteran or military status, marital status, sexual orientation including gender expression or identity, 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 the ESD may be directed to the ESD at its address above.
17. **Exclusion, Debarment and Suspension Certification.** Per the requirements of Executive Order 12-549, the 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: <https://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. The 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

learns that this certification has become erroneous by reason of changed circumstances.

18. **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 the ESD and the District.

IN WITNESS WHEREOF, the District and the ESD have executed this Agreement on the date and year indicated below.

EDUCATIONAL SERVICE DISTRICT NO. 112

by: _____ Date: _____

WOODLAND SCHOOL DISTRICT NO. 404

by: _____ Date: _____

PLEASE SIGN, DATE, AND RETURN BOTH COPIES OF THIS AGREEMENT TO:

Internal Accounting
Educational Service District 112
2500 NE 65th Avenue
Vancouver WA 98661-6812

A countersigned copy will be returned to you.

6/8/15