



**RENEWING INTERLOCAL AGREEMENT
FISCAL YEAR 2016-2017
AMENDMENT 1
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 “ESD”, and Woodland School District No. 404, 800 Third Street, Woodland WA 98674-8467, hereinafter referred to as the “District”.

Summary Statement-Contract Purpose STEM Materials Cooperative Distribution of STEM materials and additional services as outlined in Exhibit C.	
Contract Number: 17064-030 A-1	CFDA: # N/A
Contract Period Initial Term Start: September 1, 2016 Initial Term End Date: August 31, 2017 Nonrenewal Notification: May 1, 2017	Financial Terms: Payments under this contract shall not exceed \$23,967.00

Attachments: This Agreement consists of this signature page and the following exhibits, which constitute the entire understanding of the parties
Exhibit A: Terms & Conditions Exhibit B: Agreement Contact Information Exhibit C: STEM Materials and Additional Services

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 ESD have executed this Agreement on the date and year indicated below.	
WOODLAND SCHOOL DISTRICT NO 404	
AUTHORIZED SIGNATURE:	DATE:
EDUCATIONAL SERVICE DISTRICT NO 112	
AUTHORIZED SIGNATURE:	DATE:

<u>ESD INFORMATION</u>	
REV ACCT NO:	2404 83 0000 723
DEPT APPROVAL	
BUDGET APPROVAL	O Balaban

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 & CONDITIONS**

1. Purpose.

- 1.1** 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 39.34.030 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** ESD and the District are entering into this Agreement for the purpose distribution of STEM materials and additional services as outlined in Exhibit C. The provision of educational, instructional or specialized services in accordance with this Agreement will improve student learning or achievement.
- 1.3** A separate legal entity is not being created. ESD shall administer the joint undertaking described in the terms of this Agreement.

2. Term.

- 2.1 Initial Term.** The Initial Term for the Agreement shall be from September 1, 2016 to August 31, 2017.
- 2.2 Renewal Terms.** This Agreement shall automatically be renewed for an additional one-year term (the Renewal Term) unless the District notifies 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 4 below. Changes to the services ESD is obligated to provide or the fees the District is obligated to pay will be addressed in Amendments to this Agreement.

3. Organization and Governance. The parties agree ESD will serve as the administrator for this cooperative undertaking and as such will govern and direct the STEM Materials Cooperative. A separate legal or administrative entity is not being formed. As the Administrator, ESD shall act in accordance with the terms of this Agreement and ESD's adopted policies and procedures.

4. Finance, Budget and Property.

- 4.1** The District will pay ESD \$23,967.00 for participation in the STEM Materials Cooperative. ESD will invoice the District quarterly. Invoices will be paid within thirty (30) days of receipt.
- 4.2** A separate budget for the STEM Materials Cooperative is not necessary and therefore is not being prepared. Expenses and revenues will be addressed in the District's and ESD's budget.

4.3 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 ESD, both during the term of this Agreement and after the Agreement is terminated, partially or completely. Real property will not be acquired.

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

5.1 Responsibilities of the ESD. ESD will:

5.1.1 Create and oversee the daily operation of the STEM Materials Center.

5.1.2 Provide services outlined in Exhibit C.

5.1.3 Invoice the District in accordance with Section 4.

5.2 Responsibilities of the District. The District will:

5.2.1 Participate in the governance of the STEM Materials Cooperative as described in the constitution and by-laws.

5.2.2 Pay ESD in accordance with Section 4.

5.3 Responsibilities of Both Parties. ESD and the District shall:

5.3.1 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.

5.3.2 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.

5.3.3 Obtain and maintain commercial general liability insurance and automobile insurance in an amount not less than \$1,000,000 per occurrence. The parties shall, upon request, provide each other suitable evidence of insurance coverage required.

5.3.4 Obtain any licenses or permits that are required to perform their respective obligations under the Agreement.

5.3.5 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.

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

6. **Assignment.** Neither this Agreement nor any interest therein may be assigned by either party without the prior written consent of the other party.
7. **Mutual Termination.** This Agreement may be terminated by mutual agreement by the parties.
8. **Early Unilateral Termination.**
 - 8.1. **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 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.
 - 8.2. **Damages Paid by the District.** The District shall pay ESD:
 - 8.2.1 The balance of the fee that is owed under Section 4.1 above for 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; and
 - 8.2.2 The costs 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 8.2.2. The costs ESD incurs include, but are not limited to, compensation, benefits and other employment costs for ESD employees who provide services under this Agreement and indirect costs incurred to address the District’s early termination.
 - 8.3 **Damages Paid by the ESD.** ESD shall pay the District the costs the District incurs to obtain the services ESD was obligated to provide from a third party, but only to the extent the costs exceed what the District would have paid ESD and the fees the District is paying the third party must be based on reasonable market rates.
 - 8.4 **Payment.** The damages that are owed under this section shall be paid in full within thirty (30) days of receipt of an invoice.
9. **Employment Representation.** During the term of this contract, an employee(s) of ESD may have contact with public school children. Therefore, ESD is prohibited from employing any person who has pled guilty or been convicted of any felony crime involving

the physical neglect, injury, death or sexual abuse or exploitation of a minor. Failure of ESD to comply with this section shall be grounds for immediate termination of this contract.

10. Indemnification.

10.1. ESD. 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 ESD's negligent performance under this Agreement.

10.2. The District. The District agrees to protect, defend, indemnify and hold 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.

11. Force Majeure. 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 8, 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.

12. 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 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.

13. 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.

14. 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.

15. 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.

16. **Attorneys Fees and Costs.** In the event litigation arises out of this Agreement, each party shall bear its own attorney's fees and costs.
17. **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.
18. **Opportunity Without 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, 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 ESD may be directed to ESD at its address above.
19. **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.
20. **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 ESD and the District.

**EXHIBIT B
 AGREEMENT CONTACT INFORMATION**

PROGRAM CONTACTS	
<u>THE DISTRICT</u>	<u>ESD</u>
Name: Michael Green	Name: Vickei Hrdina
Position Title: Superintendent	Position Title: STEM Director
Phone: 360-841-2701	Phone: 360-952-3427
Email: greenm@woodlandschools.org	Email: vickei.hrdina@esd112.org

FISCAL / BUDGET CONTACTS	
<u>THE DISTRICT</u>	<u>ESD</u>
Name: Stacy Brown	Name: Oksana Balaban
Position Title: Business Manager	Position Title: Budget Analyst
Phone: 360-841-2715	Phone: 360-952-3469
Email: brownst@woodlandschools.org	Email: oksana.balaban@esd112.org

ACCOUNTING / BILLING CONTACTS	
<u>THE DISTRICT</u>	<u>ESD</u>
Name: Stephanie Patterson	Name: Christy Stalcup
Position Title: Accounts Payable	Position Title: AR Specialist
Phone: 360-841-2714	Phone: 360.952.3490
Email: patterss@woodlandschools.org	Email: christy.stalcup@esd112.org

EXHIBIT C

SERVICES PROVIDED BY SOUTHWEST WASHINGTON STEM MATERIALS COOPERATIVE

- Provide technical assistance in regards to purchase of STEM materials
- Prepare and distribute STEM kits
- Replenish consumable materials in kits
- Refurbish kits as necessary
- Provide kit storage as appropriate
- Purchase consumable materials in a cost effective manner
- Maintain a current inventory of kits and consumable materials
- Provide a checkout system for kits as necessary
- Schedule delivery of kits to districts, schools, and classrooms
- Provide appropriate non-fiction reading materials with kits
- Provide ongoing professional development for instructional units in alignment with approved science standards and district/school improvement plans
- Provide professional development and networking opportunities for school principals