



TO: BOARD OF DIRECTORS

FROM: DAN JOHNSTON, DIRECTOR OF ASSESSMENT AND TECHNOLOGY

SUBJECT: INTERLOCAL AGREEMENT WITH EDUCATIONAL SERVICE DISTRICT 112

DATE: December 5, 2017

TYPE: ACTION REQUIRED

The Technology Services Group has reviewed options for E-Rate consulting services. We wish to engage in an Interlocal Agreement with Educational Service District 112 (ESD 112). We utilized ESD 112 last year for the same purposes. The purpose of the interlocal agreement is to join their E-Rate Consortium for the procurement of Category 1 and Category 2 products and services. In this interlocal agreement, ESD 112 will complete and submit all E-Rate paperwork as needed on behalf of the Stanwood-Camano School District and draft contracts with E-Rate specific language regarding funding contingencies for use in attaining Category 1 and 2 services.

We are seeking permission to enter into an interlocal agreement for E-Rate consulting services through ESD 112. The term of this agreement is from September 1, 2017 through August 31, 2020.

Recommendation:

We recommend the board *move to approve the interlocal agreement with ESD 112 allowing the district to participate in the E-Rate Consortium.*



**INTERLOCAL AGREEMENT-RENEWING SERVICES
FISCAL YEAR 2017-2020**

**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 Stanwood-Camano School District No. 401, 26920 Pioneer Highway, Stanwood, WA 98292, hereinafter referred to as the “District”.

<p>Summary Statement-Contract Purpose E-RATE CONSULTATION SERVICES This agreement is for providing consultation for E-Rate services to the District.</p>	
<p>Contract Number: 18128-226</p>	<p>Financial Terms: Payments under this contract are based on E-Rate Fee Structure Schedule, Exhibit D.</p>
<p>Contract Period Initial Term Start: September 1, 2017 Initial Term End Date: August 31, 2020 Nonrenewal Notification: May 1, 2020</p>	
<p>Attachments: This Agreement consists of this signature page and the following exhibits, which constitute the entire understanding of the parties</p> <p align="center"> Exhibit A: Terms for Services Provided Exhibit B: General Terms & Conditions Exhibit C: Agreement Contact Information Exhibit D: E-Rate Fee Structure Schedule Exhibit E: E-Rate Letter of Agency (Signature Required) </p>	
<p>Signed versions of this Agreement transmitted by facsimile copy or electronic mail shall be the equivalent of original signatures on original versions.</p> <p>IN WITNESS WHEREOF, the District and ESD112 have executed this Agreement on the date and year indicated below.</p>	
<p>STANWOOD-CAMANO SCHOOL DISTRICT NO 401</p> <p>AUTHORIZED SIGNATURE: _____ DATE: _____</p>	
<p>EDUCATIONAL SERVICE DISTRICT NO 112</p> <p>AUTHORIZED SIGNATURE: _____ DATE: _____</p>	

ESD INFORMATION	
REV ACCT NO:	8990 81 825

DEPT APPROVAL	J. Strunk
ADMIN APPROVAL	D. Pfeiffer
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 providing E-Rate consultation services to the District.
 - 1.2 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, 2017 to August 31, 2020.
 - 2.2 **Non-Renewal Notification.** The non-renewal notification to the Agreement shall be in writing prior to May 1st, 2020 if one of the parties is not renewing the Agreement. The party that fails to provide written notice before May 1st shall be required to pay damages in accordance with Exhibit B, Section 5. Changes to services ESD112 is obligated to provide or fees the District is obligated to pay shall be addressed as Amendments (Exhibit B, Section 3) to this Agreement.

3. **Finance, Budget and Property.**
 - 3.1 **Contract Amount.** The District shall pay ESD112 a fee as set forth in Exhibit D for E-Rate consultation services provided under this Agreement as described in Section 1.1 above.
 - 3.1.1 Should any fee changes occur, ESD112 will negotiate with the District and issue an Amendment to the Agreement.
 - 3.2 **Invoicing.** ESD112 shall invoice the District on the schedule detailed in Section 3.2.1 below. Invoices shall be paid within thirty (30) days of receipt.
 - 3.2.1 ESD112 shall invoice the District for 50% of the amount due as soon as the E-Rate consultant submits the report of funding requests. ESD112 shall invoice the District for the balance due no later than June 15.
 - 3.2.2 ESD112's E-Rate fee charged to the District shall not exceed the amount equal to 50% of the total E-Rate discount requested by the District for the E-Rate funding year.
 - 3.2.3 Exhibit D provides the fee schedule for basic consulting services. Should the District require additional services, the fee for the E-Rate funding year will be determined by ESD112 and will be based on the scope of consultation services required by the District.
 - 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:

4.1 Responsibilities of ESD112. ESD112 shall:

- 4.1.1 Execute and administer a contract for services of an E-Rate Professional Consultant ("the Consultant") to support provision of services as detailed in Section 4.1 and 4.2
- 4.1.2 Complete and submit all E-Rate paperwork as needed (Form 470, 471, 486, 500, BEAR, FCC Registration Number applications, etc.) on behalf of the District.
- 4.1.3 Complete all preparatory work/strategic planning for the forms; identify all eligible services to request discount; review current contracts; prepare RFPs, if needed.
- 4.1.4 Participate in bid review; assist in preparation and completion of vendor selection matrix.
- 4.1.5 Draft contracts with E-Rate specific language regarding funding contingencies for use in attaining Category 1 and 2 services.
- 4.1.6 Review and assist in preparation of free and reduced lunch eligibility documentation.
- 4.1.7 Provide consultation to Schools and Libraries Division for funding request questions (Program Integrity Assurance, Service Certification).
- 4.1.8 Work to attain reimbursements or direct discounts in order for the District to receive approved funding.
- 4.1.9 Attend state/regional E-Rate meetings on ESD112's and the District's behalf.
- 4.1.10 Provide recordkeeping both on-site at the District and digitally off-site (ten year requirement).
- 4.1.11 Provide further services requested by the District through an additional negotiated fee to the District, discussed in Section 3.2.3 above.
- 4.1.12 Invoice the District in accordance with Section 3.2 above and Exhibit D.

4.2 Responsibilities of the District. The District shall:

- 4.2.1 Sign Exhibit E - Letter of Agency, and comply with all certifications specified in that Exhibit.
- 4.2.2 Enroll in the E-Rate Productivity Center (EPC) at <https://portal.usac.org/suite/> and assign ESD112's Consultant as the District's Consultant.
- 4.2.3 Provide ESD112's Consultant with data that is pertinent to the District's application by the requested deadline.
- 4.2.4 Comply with all E-Rate program rules, regulations and requirements, including acknowledgements that the District will bear the burden of

responsibilities, penalties, fines etc., for any act of the District that is not compliant.

- 4.2.5** Notify ESD112 if an E-Rate audit occurs and there are questions regarding the application process for the E-Rate funding year.
- 4.2.6** Pay ESD112 in accordance with Section 3 above and Exhibit D.

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 coverage, 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.

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

5. **Damages for Termination with Inadequate Notice.**
 - 5.1 **Damages Paid by the District for Services Provided by Certificated Employees.** If the District fails to notify ESD112 that it is terminating this Agreement prior to the Renewal Term of May 1st (see Exhibit A, Section 2.2) and the Agreement is for services provided by ESD112 employees who have a certificated contract with ESD112, there will be material adverse financial consequences to ESD112. The adverse financial consequences, or damages, will likely exceed the fee the District would have paid for the Renewal Term. If the District terminates the Agreement without giving notice prior to May 1st and ESD112 has employed certificated staff to provide services under the Agreement, the District agrees to pay ESD112 the amount owed for the Renewal Term as damages. The damages the District is agreeing to pay represent a reasonable reflection and estimate of the damages ESD112 shall incur.
 - 5.2 **Damages Paid by the District for Services Provided by Non-Certificated Employees.** If the District fails to notify ESD112 that it is terminating this Agreement prior to the Renewal Term of May 1st (see Exhibit A, Section 2.2) and the Agreement is for services that are provided by ESD112 employees who do not have a certificated contract with ESD112, the damages ESD112 shall incur may be less than the fee the District would have paid to receive the services for the Renewal Term. In that case, the District shall pay ESD112 for damages ESD112 incurs as a direct or indirect result of not being notified by May 1st that the District is terminating the Agreement.
 - 5.3 **Damages Paid by ESD112.** If ESD112 fails to notify the District that it is terminating this Agreement prior to the Renewal Term of May 1st (see Exhibit A, Section 2.2), ESD112 shall pay the District the costs the District incurs to obtain the services ESD112 was obligated to provide from a third party, but only to the extent the costs exceed what the District would have paid ESD112 and the fees the District is paying the third party must be based on reasonable market rates.
 - 5.4 **Payment.** The damages that are owed under this section shall be paid in full within thirty (30) days of receipt of an invoice. This requirement shall survive termination of the Agreement.

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 5, 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: Dan Johnston	Name: Jeff Strunk
Position Title: Director of Assessment & Technology	Position Title: Purchasing Manager
Phone: 360-629-1246	Phone: 360.949.1989
Email: djohnston@stanwood.wednet.edu	Email: jeffrey.strunk@esd112.org

E-RATE CONSULTANT	
	<u>ESD112</u>
	Name: Paul Karlin
	Position Title: Principal Consultant and Owner; Ed Tech Logistics
	Phone: 216.926.5997
	Email: pauljkarlin@outlook.com

FISCAL / ADMIN CONTACTS	
<u>THE DISTRICT</u>	<u>ESD112</u>
Name: Lisa Beckt	Name: Diane Pfeiffer
Position: Fiscal Supervisor	Position Title: Admin Assistant
Phone: 360-629-1214	Phone: 360.952.3469
Email: lbeckt@stanwood.wednet.edu	Email: Oksana.balaban@esd112.org

ACCOUNTING / BILLING CONTACTS	
<u>THE DISTRICT</u>	<u>ESD112</u>
Name: Lisa Teichgrab	Name: Christy Stalcup
Position Title: Accounts Payable	Position Title: AR Specialist
Phone: 360-629-1225	Phone: 360.952.3490
Email: lteichgrab@stanwood.wednet.edu	Email: christy.stalcup@esd112.org

SIGNATURE AUTHORITY / NOTICE CONTACT ^[2]	
<u>THE DISTRICT</u>	<u>ESD112</u>
Name: Dan Johnston	Name: Tim Merlino
Position Title: Dir. of Assessment and Tech.	Position Title: Superintendent
Phone: 360-629-1200	Phone: 360.750.7500
Email: djohnston@stanwood.wednet.edu	Email: tim.merlino@esd112.org

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

[2] Required information

**EXHIBIT D
E-RATE FEE STRUCTURE SCHEDULE**

E-Rate Fees for ESD 112 Consortium Districts *	
For E-Rate funding years 2018-19, 2019-20, and 2020-21	
If a district's E-Rate discount request is:	The district's service fee will be:
\$2,879 or less	50% of the requested funding
\$2,880 to \$25,000	\$1,620
\$25,001 to \$50,000	\$3,240
\$50,001 to \$75,000	\$4,860
\$75,001 to \$100,000	\$6,480
\$100,001 to \$125,000	\$7,290
\$125,001 to \$150,000	\$8,100
\$150,001 to \$175,000	\$8,910
\$175,001 to \$200,000	\$9,720
\$200,001 to \$225,000	\$10,530
\$225,001 to \$250,000	\$11,340
\$250,001 to \$275,000	\$12,150
\$275,001 to \$300,000	\$12,960
\$300,001 to \$325,000	\$13,770
\$325,001 to \$350,000	\$14,580
\$350,001 to \$375,000	\$15,390
\$375,001 to \$400,000	\$16,200
\$400,001 to \$425,000	\$17,010
\$425,001 to \$450,000	\$17,820
\$450,001 to \$475,000	\$18,630
\$475,001 to \$500,000	\$19,440
\$500,001 to \$525,000	\$20,250
\$525,001 to \$550,000	\$20,650
\$550,001 to \$575,000	\$21,050
\$575,001 to \$600,000	\$21,450
\$600,001 to \$625,000	\$21,850
\$625,001 to \$650,000	\$22,250
\$650,001 to \$675,000	\$22,650
\$675,001 to \$700,000	\$23,050
\$700,001 to \$1,000,000	\$26,650
\$1,000,001 and Over	To be determined

EXHIBIT E
LETTER OF AGENCY
FOR FUNDING YEARS 2018-19, 2019-20, and 2020-21

This is to confirm our District's participation as an educational organization in **Educational Service District No. 112 (ESD 112) E-Rate Consortium** for the procurement of Category 1 and Category 2 products and services. I hereby authorize ESD112 to submit FCC Form 470, FCC Form 471, and other E-Rate forms to the Schools and Library Division on behalf of the undersigned District.

I understand that in submitting these forms on our behalf, ESD112 and its E-Rate Consultant are making certifications for our District. By signing this letter of agency, I make the following certifications:

- (a) I certify that the schools in our District are all schools under the statutory definitions of elementary and secondary schools found in the Elementary and Secondary Education Act of 1965, do not operate as for-profit businesses, and do not have endowments exceeding \$50 million.
- (b) I certify that the schools in our District have secured access to all of the resources, including computers, training, software, maintenance, and electrical connections necessary to make effective use of the services purchased as well as to pay the discounted charges for eligible services.
- (c) I certify that our District is compliant, or will be compliant at the time funded services are provided, with the Children's Internet Protection Act.
- (d) I certify that the services that our District purchases using E-Rate discounts (as described in the law 47 U.S.C. Sec. 254) will be used solely for educational purposes and will not be sold, resold, or transferred in consideration for money or any other thing of value.
- (e) I certify that the entities eligible for support that I am representing have complied with all applicable state and local laws regarding procurement of services for which support is being sought.
- (f) I certify that our District has complied with all E-Rate program rules and I acknowledge that failure to do so may result in denial of discount funding and/or cancellation of funding commitments.
- (g) I certify that I am authorized to sign this letter of agency and, to the best of my knowledge, information, and belief, all information provided to this consortium for E-Rate submission is true.

I understand that persons willfully make false statements on E-Rate forms or through this letter of agency can be punished by fine or forfeiture under the Communications Act, 47 U.S.C. Secs. 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. Sec. 1001.

This form must be signed by the organization's Superintendent, President or CEO.

Signature _____ Date _____