



TO: BOARD OF DIRECTORS

FROM: KEVIN PLAMBECK, DIRECTOR OF CAREER AND TECHNICAL EDUCATION

SUBJECT: INTERLOCAL AGREEMENT WITH EDUCATIONAL SERVICE DISTRICT 112

DATE: NOVEMBER 1, 2016

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. This agreement is for Fiscal Year 2016 -2017 .

Recommendation:

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



**EDUCATIONAL
SERVICE
DISTRICT 112**

**INTERLOCAL AGREEMENT-NON RENEWING SERVICES
FISCAL YEAR 2016-2017**

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

Summary Statement-Contract Purpose E-RATE CONSULTATION SERVICES Contracting with ESD for E-Rate Consultation Services.	
Contract Number: 17128-226	CFDA: # N/A
Contract Period Start Date: September 15, 2016 End Date: August 31, 2017	Financial Terms: Fee is based on E-Rate discount request for 2017-2018 according to §3.1 and Exhibit C.

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: E-Rate Fee Structure

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.	
STANWOOD - CAMANO SCHOOL DISTRICT NO 401	
AUTHORIZED SIGNATURE:	DATE:
EDUCATIONAL SERVICE DISTRICT NO 112	
AUTHORIZED SIGNATURE:	DATE:

ESD INFORMATION	
REV ACCT NO:	8990 81 725
DEPT APPROVAL	Debbie Tschirgi
BUDGET APPROVAL	Oksana 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 (ESD) and Stanwood - Camano School District No. 401 (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 contracting with ESD for E-Rate Consultation services. 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. This Agreement shall be effective September 15, 2016 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 Section 6, or August 31, 2017.

3. Finance, Budget and Property.

3.1 The District will pay ESD a fee set forth in ~~Schedule C~~ ^{Exhibit} C for ESD E-Rate Consultation Services. ESD will invoice the District on the following schedule:

3.1.1 Invoice #1: ESD will invoice the district for 50% of the amount due as soon as the E-Rate consultant submits the report of funding requests.

3.1.2 Invoice #2: ESD will invoice the district for the balance due no later than June 15, 2017.

3.1.3 ESD'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 2017-2018.

3.1.4 Exhibit C is the fee schedule for the basic consulting services. Should the District require additional services, the fee for the 2016-2017 school year will be determined by ESD and will be based on the scope of consultation services required by the District

3.2 A separate budget for E-Rate Consultation Services is not necessary and therefore is not being prepared. Expenses and revenues will be addressed in the District's and ESD's budget.

3.3 All personal property and assets acquired or received in connection with the E-Rate applications under this Agreement, shall be owned and retained by the

District, both during the term of this Agreement and after the Agreement is terminated, partially or completely. All personal property and assets acquired or received by ESD in connection with fees paid 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.

4. Parties Obligations.

4.1 Responsibilities of ESD. ESD shall provide consultation for E-Rate Consultation Services, including:

- 4.1.1** 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.
- 4.1.2** Complete all preparatory work/strategic planning for the forms; identify all eligible services to request discount; review current contracts; prepare RFP's if needed.
- 4.1.3** Participate in bid review; assist in preparation and completion of vendor selection matrix.
- 4.1.4** Draft contracts with E-rate specific language regarding funding contingencies for use in attaining Category 1 and 2 services.
- 4.1.5** Review and assist in preparation of free and reduced lunch eligibility documentation.
- 4.1.6** Provide consultation to Schools and Libraries Division for funding request questions (Program Integrity Assurance, Service Certification).
- 4.1.7** Work to attain reimbursements or direct discounts so that the District receives approved funding.
- 4.1.8** Attend state/regional E-rate meetings on ESD's and the District's behalf.
- 4.1.9** Record keeping – digital off-site plus on-site at the District (10-year requirement).
- 4.1.10** Further services requested by the District shall be provided through an additional negotiated fee to the District.

4.2 Responsibilities of the District. The District shall carry out the following tasks and responsibilities to assist with the E-rate application process:

- 4.2.1 Sign the Letter of Agency, and comply with all certifications specified in that document;
 - 4.2.2 Enroll in E-rate Productivity Center (EPC) and assign Paul Karlin, Consultant of ESD, as its consultant;
 - 4.2.3 Provide the ESD consultant, named in §4.2.2, with data that is pertinent to the application by the requested deadline;
 - 4.2.4 Comply with all E-Rate program rules, regulations and requirements, including acknowledgement 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 ESD if an E-Rate audit occurs and there's a question regarding the application process for 2017-2018;
 - 4.2.6 Pay ESD an amount based on the District's E-Rate discount request for 2017-2018 according to the schedule described in §3.3.1 and Exhibit C.
- 4.3 Responsibilities of Both Parties.** ESD and the District shall:
- 4.3.1 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.
 - 4.3.2 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.
 - 4.3.3 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.
 - 4.3.4 Obtain any licenses or permits that are required to perform their respective obligations under the Agreement.
 - 4.3.5 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.

4.3.6 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.

5. **Assignment.** Neither this Agreement nor any interest therein may be assigned by either party without the prior written consent of the other party.
6. **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 ESD 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.
7. **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.
8. **Indemnification.**
 - 8.1 **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.
 - 8.2 **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.
9. **Force Majeure.** ESD 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 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 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.
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 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.

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, ESD 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 ESD may be directed to ESD at its address above.
17. **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.

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 ESD and the District.

**EXHIBIT B
 AGREEMENT CONTACT INFORMATION**

PROGRAM CONTACTS	
<u>THE DISTRICT</u>	<u>ESD</u>
Name: Kevin Plambeck	Name: Debbie Tschirgi
Position Title: Director, CTE	Position Title: Digital Learning Services
Phone: 360-629-1313	Phone: 360-952-3392
Email: kplambeck@stanwood.wednet.edu	Email: debbie.tschirgi@esd112.org

FISCAL / BUDGET CONTACTS	
<u>THE DISTRICT</u>	<u>ESD</u>
Name:	Name: Oksana Balaban
Position Title:	Position Title: Budget Analyst
Phone:	Phone: 360-952-3469
Email:	Email: oksana.balaban@esd112.org

ACCOUNTING / BILLING CONTACTS	
<u>THE DISTRICT</u>	<u>ESD</u>
Name:	Name: Christy Stalcup
Position Title:	Position Title: Accounting Specialist (AR)
Phone:	Phone: 360-952-3490
Email:	Email: christy.stalcup@esd112.org

E-RATE CONSULTANT	
<u>THE DISTRICT</u>	<u>ESD</u>
Name:	Name: Paul Karlin
Position Title:	Position Title: Owner and Principal Consultant Ed Tech Logistics
Phone:	Phone: 216-926-5997
Email:	Email: pauljkarlin@outlook.com

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

E-Rate Fees for Year 2017-2018*	
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	\$1,440
\$25,001 to \$50,000	\$2,880
\$50,001 to \$75,000	\$4,320
\$75,001 to \$100,000	\$5,760
\$100,001 to \$125,000	\$6,480
\$125,001 to \$150,000	\$7,200
\$150,001 to \$175,000	\$7,920
\$175,001 to \$200,000	\$8,640
\$200,001 to \$225,000	\$9,360
\$225,001 to \$250,000	\$10,080
\$250,001 to \$275,000	\$10,800
\$275,001 to \$300,000	\$11,520
\$300,001 to \$325,000	\$12,240
\$325,001 to \$350,000	\$12,960
\$350,001 to \$375,000	\$13,680
\$375,001 to \$400,000	\$14,400
\$400,001 to \$425,000	\$15,120
\$425,001 to \$450,000	\$15,840
\$450,001 to \$475,000	\$16,560
\$475,001 to \$500,000	\$17,280
\$500,001 to \$525,000	\$18,000
\$525,001 to \$550,000	\$18,250
\$550,001 to \$575,000	\$18,500
\$575,001 to \$600,000	\$18,750
\$600,001 to \$625,000	\$19,000
\$625,001 to \$650,000	\$19,250
\$650,001 to \$675,000	\$19,500
\$675,001 to \$700,000	\$19,750
\$700,001 to \$1,000,000	\$20,000
\$1,000,001 to \$2,000,000	\$22,500
\$2,000,001 to \$3,000,000	\$25,000
\$3,000,001 to \$4,000,000	\$27,500
\$4,000,001 to \$5,000,000	\$30,000