



**INTERLOCAL AGREEMENT FOR
McKinney Vento Services/Special needs**

between

**PUGET SOUND EDUCATIONAL SERVICE DISTRICT
800 Oakesdale Ave SW
Renton, WA 98057**

And

**Bethel School District
516 176th St. East
Spanaway, WA 98387**

- 1. Purpose.** This Agreement between Puget Sound Educational Service District (PSESD) and Bethel School District (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. PSESD and District are entering into this Agreement for the purpose of providing McKinney Vento “Homeless” Assistance Act services. /Special needs (as able)
- 2. Term.**

 - 2.1 Initial Term.** The Initial Term for the Agreement shall be from [March 15th 2021](#) to [August 31, 2021](#).
 - 2.2 Renewal Terms.** This Agreement shall automatically be renewed for additional one-year terms (the Renewal Term) unless the District notifies PSESD 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. Changes to the services PSESD 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 PSESD will serve as the administrator for this cooperative undertaking and as such will govern and direct the operation of McKinney Vento services/Special needs (as able). A separate legal or administrative entity is not being formed. As the Administrator, PSESD shall act in accordance with the terms of this Agreement and PSESD's adopted policies and procedures.
4. **Finance, Budget and Property.**
 - 4.1 The District will pay PSESD - Annual flat rate assessment shall be \$3,000 (waived through August 31st 2021) to create and operate the Specialized Transportation program. PSESD will invoice the District. Invoices will be paid within thirty (30) days of receipt.
 - 4.2 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 PSESD, 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 PSESD.** PSESD will:
 - 5.1.1 Create and oversee operation of Inter-district McKinney Vento "Homeless" Assistance Act /Special needs
 - 5.1.2 Be responsible for employment of any necessary staff and the general administration of the Cooperative. Said staff and/or personnel shall not be considered employees of the district.
 - 5.1.3 Collect state allocation revenue for eligible students based upon students transported.
 - 5.1.4 Maintain or contract for the maintenance of buses.
 - 5.1.5 Invoice the District for annual membership assessment, capital assessment and cost overruns as applicable in accordance with Section 4.
 - 5.1.6 Send the District proposed amendments to this Agreement at least forty five (45) days before the amendments will take effect.

5.2 Responsibilities of the District. The District will:

5.2.1 Designate an individual to provide liaison with PSESD.

5.2.2 Provide to PSESD, as Cooperative Administrator, such data as may be deemed necessary by the Cooperative for statistical information purposed as related to management of the McKinney Vento service.

5.2.3 Pay all supplemental invoices for fee-for-service activities provided by PSESD, as per Section 5.1.

5.2.4 Pay PSESD in accordance with Section 4.

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

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 PSESD 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 nonperforming party.

8.2 Damages Paid by the District. The District shall pay PSESD:

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 PSESD 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 PSESD 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 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 PSESD may have contact with public school children. Therefore, PSESD 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 PSESD to comply with this section shall be grounds for immediate termination of this contract.

10. Indemnification.

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

10.2. The District. The District agrees to protect, defend, indemnify and hold PSESD, 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. PSESD 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 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 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 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 King 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. **Attorney's 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, PSESD 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 nonjob-related physical, sensory, or mental disabilities, or use of a trained guide dog or service animal. Inquiries regarding compliance and/or grievance procedures for PSESD may be directed to PSESD at its address above.
19. **Exclusion, Debarment and Suspension Certification.** Per the requirements of Executive Order 12-549, PSESD 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 located on the System for Award Management (SAM) official website of the U.S. government 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. PSESD 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 PSESD and the District.

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

PUGET SOUND EDUCATIONAL SERVICE DISTRICT NO. 121

by:  Date: 4/14/2021

Bethel School district

by:  Date: 3/29/2021

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

Puget Sound Educational Service District
Attn: Jacque Mann
800 Oakesdale Ave SW
Renton, WA 98057

A countersigned copy will be returned to you.

AGREEMENT NUMBER: 2021-7026-0004
REVENUE CODE: 7026-13