



**CONTRACTUAL AGREEMENT**  
 between  
**EDUCATIONAL SERVICE DISTRICT 112**  
 (Hereinafter referred to as the ESD)  
 2500 NE 65 Ave, Vancouver WA 98661-6812  
 Phone (360) 750-7500  
 Fax (360) 750-9706  
 and

Contract #: **7009500050**  
 Contract Total: \$400  
 Account Code: 7672-98-7000-051-1200-0000 (60%)  
 7672-98-7000-051-2200-0000 (40%)  
 Contact Person: Gail Spolar  
 Budget Analyst Approval: [Signature]  
 Division Approval: [Signature]

Vendor Key:  
 NAME (Contractor): East County Fire and Rescue  
 MAILING ADDRESS: P.O. Box 345  
 Washougal, WA 98671

Soc Security or Fed Tax ID#: 35-2264177  
 WA UBI #: 601-138-761  
 TELEPHONE #: (360) 835-5511  
 FAX #: (360) 835-8920  
 EMAIL: skoehler@eastcofire-rescue.org

CFDA #/TITLE: 17.259/Workforce Investment Act

In consideration of the promises and conditions contained herein, the ESD and Consultant/Contractor do agree as follows:

1. The services to be performed by the Consultant/Contractor, to the satisfaction of the ESD Superintendent or Designee are:  
 Conduct a day training covering Firefighter Safety/ Survival for five youth before August 31, 2009.
2. The responsibilities of the ESD are:
  - 2.1 PAYMENT: Not to exceed \$400, which includes all expenses.
  - 2.2 OTHER: Payment of fee will follow (1) Proof of completion of above activities (2) Receipt of an invoice from Consultant/Contractor for above activities and (3) ESD Board approval. Proof of completion of activities and invoice must be received by the ESD by the 15th of the month in order for payment to occur at the end of the month. Otherwise payment may not occur until the middle of the following month.
3. No alteration of the terms of this Agreement and no oral agreements, unless made in writing between the parties hereto, shall be binding.
4. Independent contractor status of Consultant/Contractor: Consultant/Contractor shall perform all duties pursuant to this Agreement as an Independent Contractor. The ESD shall not control or supervise the manner in which this Agreement is performed nor withhold or pay any taxes on behalf of Consultant/Contractor.
5. Cancellation:
  - 5.1 Either party may submit written cancellation of this contract to the other party 30 days or more prior to the date(s) of service mentioned in Item 1. Cancellation/terminations are allowable for cause and convenience.
  - 5.2 If Contractor cancels this contract less than 30 days prior to date(s) of service, Contractor may be charged for any losses incurred by the ESD due to the cancellation.
6. Applicable Law: This Agreement shall be governed by the laws of the state of Washington. ESD complies with all state and federal rules and regulations and does not unlawfully discriminate on the basis of race, color, creed, religion, national origin, age, sex, marital status, or the presence of any sensory, mental or physical disability. This holds true for all district employment and opportunities, and service delivery systems. Inquiries regarding compliance or grievance procedures may be directed to the Administrator for Human Resources, (360) 750-7503.
7. All Contractors providing services to children must have valid professional and general liability coverage. The minimum limit Consultant/Contractor must carry is \$1,000,000 and be able to demonstrate to ESD112 by way of Certificate of Insurance.
8. Conflict of Interest: The Consultant/Contractor recognizes that compensation from more than one political subdivision of the state of Washington for the same hours worked is illegal. When the Consultant/Contractor qualifies as an employee in another organization, that organization should be reimbursed for hours in which the employee earned compensation as a Consultant/Contractor.
9. All products remain the property of ESD 112; and as such, ESD 112 owns patent rights and copyrights.
10. The ESD will not provide any materials, supplies, or print/copy services unless paid in advance by Consultant/Contractor.
11. All payments are subject to 1099 reporting, where applicable.
12. The Consultant/Contractor certifies he/she is filing a schedule of expenses with the Internal Revenue Service, has established an account with the Washington State Dept. of Revenue (if a resident of Washington state) and/or other appropriate state taxing agencies, is maintaining a separate set of records for his/her business and is meeting all reporting requirements, is complying with federal statutes and executive orders, and is not on the federal Excluded Parties List Report (located on the web at <http://epls.arnet.gov/News.html>).

\*Along with ESD 112, grant recipients will follow the Cost Principles of OMB Circular #A-87, which establishes principles and standards for determining costs for Federal awards carried out through grants, cost reimbursement contracts, and other agreements. ESD 112 and grant recipients will also follow and apply the provisions of the sections of OMB Circular #A-133 as they pertain to non-Federal entities, whether they are recipients expending Federal awards received directly from Federal awarding agencies, or are sub recipients receiving awards as a pass-through entity. Copies of the OMB Circulars can be accessed online at [www.whitehouse.gov/omb/circulars/](http://www.whitehouse.gov/omb/circulars/). (See Appendix A). Contractor agrees to retain records for 3 years after final payment and have them accessible by federal agency, Controller General of US for audit purposes.

**I certify that I am the Consultant/Contractor identified herein, or a person duly qualified and authorized to bind the Consultant/Contractor so identified in the foregoing Contract.**

EDUCATIONAL SERVICE DISTRICT 112

CONSULTANT/CONTRACTOR

By: [Signature]  
 Tawya G Barnes, Superintendent, or Designee

By: [Signature]

Signed this 14 day of July 2009

Signed this 27th day of July 2009

**RECEIVED**

**JUL 29 2009**

Please sign, date, and return to Internal Accounting, ESD 112, 2500 NE 65 Avenue, Vancouver, WA 98661-6812 prior to date(s) of service. A countersigned copy will be returned to you.

**E.S.D. 112**



**EDUCATIONAL  
SERVICE  
DISTRICT 112**

2500 NE 65 Avenue, Vancouver, WA 98661 | T 360 750 7500 F 360 750 9706 TDD 360 750 7510

Appendix A to Contractual Agreement

**Certification Regarding Adherence to OMB Circulars #A-21, #A-87 and A-133 (as applicable), and Certification Regarding Disbarment, Suspension, Proposed Debarment, and Other Responsibility Matters**

Along with ESD 112, grant recipients will follow the Cost Principles of OMB Circular #A-87 (or #A-21 if applicable), which establishes principles and standards for determining costs for Federal awards carried out through grants, cost reimbursement contracts, and other agreements. ESD 112 and grant recipients will also follow and apply the provisions of the sections of OMB Circular #A-133 as they pertain to non-Federal entities, whether they are recipients expending Federal awards received directly from Federal awarding agencies, or are sub recipients receiving awards as a pass-through entity. Copies of the OMB Circulars can be accessed online at [www.whitehouse.gov/omb.circulars.index.html](http://www.whitehouse.gov/omb.circulars.index.html) .

Contract recipient certifies that they, nor its Principals, have in the past or are presently debarred, suspended, proposed for debarment, or declared ineligible or voluntarily excluded for the award of contracts by any Federal governmental agency or department. (“Principals”, for purposes of this certification, mean officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity, e.g., general manager; plant manager, head of subsidiary, division, or business segment; and similar positions.)

Contractor shall provide immediate written notice to ESD 112 if, at any time during the term of this Agreement, including any renewals hereof, it learns that its certification was erroneous when made or has become erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which ESD 112 has relied in entering into this Agreement. Should ESD 112 determine, at any time during this Agreement, including any renewals hereof, that this certification is false, or should it become false due to changed circumstances, the District may terminate this Agreement in accordance with the terms and conditions therein.

7/27/09  
(Date)

  
(Contractor's Signature)