

For Board Approval - Summary of Contracts/Agreements with Wenatchee School District - April 14, 2020 Board Meeting

Contractor	Fund Designation	Description	Department School	Amount	Notes
Arbitrage Compliance Specialists	GEN	Annual requirement for bond management	DO	\$3,000.00	Date of Execution to Until Terminated
Jeff Utecht Consuting	GEN	Distance Learning Retainer	District	\$5,000.00	4/8/20 to Until Terminated
YMCA	GEN	Oversee Emergency Childcare	District	\$23,400.00	3/23/20 - to Until Terminated
Renewals					
Contract Amendments / Revisions					
Ricoh USA	GEN	Modification of equipment at 4 locations	Multiple Locations	\$157 per month	<u>Date of Execution to 02/01/2025</u>
TCF	CAP	Amendment #11 - Additional Consulting Services	Multiple Locations	\$96,090.00	Date of Execution to 8/31/20
Hill International	CAP	Amendment #2 - Additional Consuting Services	Multiple Locations	\$147,437.00	Date of Execution to 10/1/20
Personal Service Contracts					

Contract Request Form

Non-Federal (Cost not paid with Federal \$'s)

ALL CONTRACTS REQUIRE SCHOOL BOARD APPROVAL

Authorized signatures: Superintendent, Deputy Superintendent, Executive Director of Business & Finance or the School Board
 Please submit this form with your unsigned contract to Denise Watson 2 weeks before the School Board meeting. Upon review and approval, the contract will be included on the agenda for School Board approval.

Is this contract New? (we do not have a current contract with them), a Renewal? (same contract extending length time) or a Revision? (something added, removed or changed from the original).	New	<input checked="" type="checkbox"/>
	Renewal	<input type="checkbox"/>
	Revision	<input type="checkbox"/>

Cost of Contract - If there is no cost put N/A in the box, **Revenue** - if this is a grant or we are receiving funds **Budget code** for contracts with a cost or put in N/A if it is revenue or no cost.

Total Cost of Contract: \$3,000 approx **Or Revenue:** _____ **Budget code:** 9700 13 7020 0000

Contract Scheduled to begin on (specific Date)	_____	Or	Date of Execution	<input checked="" type="checkbox"/>
Contract is scheduled to end on (specific Date):	_____	Or	Until Terminated	<input checked="" type="checkbox"/>
Does this contract renew automatically?	_____		# of Days notice needed to Terminate	<input type="checkbox"/>
If Yes - is it Year to Year or Month to Month?	_____			
Contract #	_____			

Contract Details:
 Brief Description/Purpose
 If this is a revision what changed?

Arbitrage compliance services - annual requirement for bond management

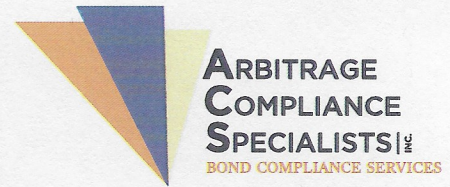
Agency Contact Information (where/who contract needs to be mailed for signature)

Agency Name Arbitrage Compliance Specialists
 Attention: Robert Goubert
 Address 6041 S Syracuse Way #310
 City, State, Zip Code Greenwood Village, CO, 80111
 Email Address Robert@RebateByACS.com
 Phone Number 800-672-9993 ext 7536

Be sure to follow state bid requirements as outlined in RCW 28A.335.190

Contract Requested By: <u>Karen Walters</u> Print/Type Name	Signature: 
I have read this contract and recommend it for board approval.	
Requesters Administrator: <u>Larry Mayfield</u> Print/Type Name	Signature: _____
Reviewed by: (District Office) <u>Larry Mayfield</u>	Signature: 
Attorney Review Needed: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Date Completed: <u>7 / 7</u>

March 18, 2020



Ms. Karen Walters, Director of Accounting
Wenatchee School District No. 246, Washington ("Issuer")
235 Sunset Avenue
Wenatchee, WA 98801

ENGAGEMENT LETTER FOR ARBITRAGE COMPLIANCE SERVICES

CONTROL #8.00

\$21,650,000.00 UNLIMITED TAX GENERAL OBLIGATION REFUNDING BONDS, 2010

Arbitrage Compliance Specialists, Inc. ("ACS") is pleased to present our fees to provide arbitrage compliance services for the Issuer. Our firm has distinctive legal and accounting experience with arbitrage compliance services dating back to the inception of the arbitrage rebate regulations of 1986. ACS is one of the most prominent and well-respected providers of arbitrage compliance services in the nation. ACS' staff members are accounting professionals who have extensive knowledge of governmental accounting, accounting allocation methods and legal interpretation skills to compute the lowest permissible liability allowed. We pride ourselves on our unprecedented commitment to each and every client we represent.

ACS has provided a fee schedule to encompass the various elements that we may encounter during the calculations. ACS' fees are derived by the number of years included in the calculation. The fee schedule listed on page 2 provides fees for reports covering the applicable periods. Each calculation includes both a legal opinion and a CPA opinion to provide assurance that the calculations were completed according to Section 148(f) of the Internal Revenue Code of 1986 that governs the arbitrage rebate requirements (the "Tax Code").

We appreciate the opportunity to provide assistance to help the Issuer comply with the IRS arbitrage compliance requirements. As always, if we may be of further assistance or if there are any questions, please do not hesitate to call us at (800) 672-9993 ext.7536.

Sincerely,

Arbitrage Compliance Specialists, Inc.

Robert Goubert, Director

Please acknowledge acceptance of this engagement by signing and faxing this letter in its entirety to Arbitrage Compliance Specialists, Inc. at (800) 756-6505 or scanning and e-mailing to Robert@rebatebyacs.com.

Accepted by – Signature

Print Name, Title

Date

Bond Compliance Program Services:		Fees
Arbitrage Rebate Calculation 10th Year: 02/16/2015 to 02/16/2020		\$2,250.00
TOTAL		\$2,250.00

Arbitrage Rebate Calculation Services	
Comprehensive Arbitrage Compliance Analysis/Set-Up	Included
Yield Restriction Calculation (Per Report Period)	Included
Spending Exception Calculations (Per 6-Month Report Period)	Included
Commingled Funds and / or Transferred Proceeds	Included
Preparation of IRS Form 8038-T and IRS Filing Instructions	Included
Legal Services	
IRS Audit Assistance (For Bond Issues Completed By ACS)	Included
Post-Calculation Services	
Debt Compliance Monitoring Service	Included
Record Retention Service	Included

Calculation Services

1. Review the documents related to the debt issue to include the Official Statement, Tax Certificate, IRS Form 8038-G and CPA Verification Report.
2. Complete an in-depth analysis of the debt structure by our in-house tax attorney to determine if the debt issue is subject to rebate and/or yield restriction and identify applicable exceptions.
3. Monitor IRS filing deadlines, election requirements and restricted periods in our database tracking system to ensure timely reporting.
4. Perform the rebate, yield restriction/yield reduction or spending exception/penalty calculations in compliance with Internal Revenue Code of 1986.
5. Provide calculations with legal opinion and CPA certified professional opinion that can be relied upon by the Issuer regarding the liability. The report will provide supporting documentation to include the calculation method employed, assumptions and conclusions.
6. Prepare payment Form 8038-T with detailed filing instructions for accurate and timely filing to the IRS, if applicable.

Support Services

7. Discuss the report and findings to ensure a complete understanding of the procedures and recommendations in such report.
8. Prepare a debt compliance monitoring schedule that identifies all-important relevant information by issue including prior calculations, liability amounts, future calculation due dates and important status notes.
9. Advise on how future changes in the Tax Code may affect the debt issue.
10. Provide technical assistance and consultation in matters related to the arbitrage compliance regulations.
11. Assist in the IRS record retention requirements, which include storage of records related to the debt issue.
12. Provide no cost audit support in the event of an IRS audit.



Contract Request Form

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	Renewal	<input type="checkbox"/>
	Revision	<input checked="" type="checkbox"/>

Cost of Contract - If there is no cost put N/A in the box, **Revenue** - if this is a grant or we are receiving funds **Budget code** for contracts with a cost or put in N/A if it is revenue or no cost.

Total Cost of Contract: \$157.92 per month Or Revenue: N/A Budget code: split between schools & departments

Contract Scheduled to begin on (specific Date)	<u>2/1/25</u>	Or	Date of Execution	<input checked="" type="checkbox"/>
Contract is scheduled to end on (specific Date):	<u>No</u>	Or	Until Terminated	<input type="checkbox"/>
Does this contract renew automatically?	<u>No</u>	# of Days notice needed to Terminate	<input type="checkbox"/>	
If Yes - is it Year to Year or Month to Month?				
Contract #				

Contract Details: Add / Change request to original lease from 2/1/2020 for modification of equipment at 4 locations
Brief Description/Purpose
If this is a revision what changed?

Agency Contact Information (where/who contract needs to be mailed for signature)

Agency Name Ricoh USA, Inc.
Attention: Carey Wells
Address 10020 E Knox
City, State, Zip Code Spokane, WA 99206
Email Address carey.wells@ricoh-usa.com
Phone Number 509-944-7235

Be sure to follow state bid requirements as outlined in RCW 28A.335.190

Contract Requested By: <u>Karen Walters</u> <small>Print/Type Name</small>	Signature: <u>[Signature]</u>
I have read this contract and recommend it for board approval.	
Requesters Administrator: _____ <small>Print/Type Name</small>	Signature: _____
Reviewed by: <u>Larry Mayfield</u> <small>(District Office)</small>	Signature: <u>[Signature]</u>
Attorney Review Needed: Yes / <u>No</u>	Date Completed: <u>7/1</u>

7/3/19 DW



Carey Wells
Account Manager

RICOH USA
carey.wells@ricoh-usa.com
Mobile: 509-370-0505
Desk: 509-944-7235

Add/Change Requests

Wenatchee School District

Below are the modification/change requests resulting from new Ricoh copier lease. Payment, pricing and terms per the NASPO Valuepoint Master Agreement Contract resulting from RFP #3091 and Washington Contract #05217. Original contract effective February 1, 2020 – February 1, 2025.

- **Juvenile Justice:** Exchanging the IMC350 with IMC2500
 - Payment increase of \$81.68 per month.
- **District Office (upstairs):** Exchanging the new B/W MP4055 with the color IMC4500
 - Payment increase of \$37.78 per month
- **WVTC:** Adding Side Paper Bank to IMC4500
 - Payment increase of \$22.36 per month
- **High School:** Adding Fax to the MP4055
 - Payment increase of \$16.10 per month

Total monthly payment increase amount: \$157.92 per month.

New Total Monthly Lease Payment - \$8,110.85

Summary:

Original Lease Payment Agreement:	\$ 7,952.93/month
Add / Change Request:	\$ 157.92/month
New Total:	\$ 8,110.85/month

Wenatchee School District #246

Ricoh USA, Inc.

Authorized Signer – Superintendent

Authorized Signer

Date

Date

Contract Request Form

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	Renewal	<input type="checkbox"/>
	Revision	<input checked="" type="checkbox"/>

Cost of Contract - If there is no cost put N/A in the box, **Revenue** - if this is a grant or we are receiving funds **Budget code** for contracts with a cost or put in N/A if it is revenue or no cost.

Total Cost of Contract: \$96,090.00 **Or Revenue:** N/A **Budget code:** _____

Contract Scheduled to begin on (specific Date)		Or	Date of Execution	<input checked="" type="checkbox"/>
Contract is scheduled to end on (specific Date):	6/30/21	Or	Until Terminated	<input type="checkbox"/>
Does this contract renew automatically?	No	# of Days notice needed to Terminate		
If Yes - is it Year to Year or Month to Month? Contract # _____				

Contract Details: Brief Description/Purpose If this is a revision what changed?	Amendment #11 to Professional services agreement dated June 8, 2015. Additional consulting services related to the district's upcoming 2021 bond initiative.
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Agency Contact Information (where/who contract needs to be mailed for signature)

Agency Name	<u>TCF Architecture PLLC</u>
Attention:	<u>Brian Fitzgerald</u>
Address	<u>902 North Second Street</u>
City, State, Zip Code	<u>Tacoma, WA 98403</u>
Email Address	<u>brian@tcfarchitecture.com</u>
Phone Number	<u>(253) 572 - 3993</u>

Be sure to follow state bid requirements as outlined in RCW 28A.335.190

Contract Requested By: _____ <small>Print/Type Name</small>	Signature: _____
I have read this contract and recommend it for board approval.	
Requesters Administrator: <u>Mark Helm</u> <small>Print/Type Name</small>	Signature:  <u>For Mark Helm</u>
Reviewed by: (District Office) <u>Larry Mayfield</u>	Signature: 
Attorney Review Needed: <u>Yes</u> / No	Date Completed: <u>3/27/2020</u>

AMENDMENT NO. 11 TO
PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 11 TO PROFESSIONAL SERVICES AGREEMENT (“Amendment”) is made and entered into as of the 14th day of April, 2020 by and between the Wenatchee School District (hereinafter the “District”), a Washington municipal corporation, and TCF Architecture PLLC, (hereinafter “TCF”), a Washington professional limited liability company. All parties named above may hereinafter collectively be referred to as the “Parties.”

Recitals

WHEREAS, the Parties entered into a Professional Services Agreement on June 8, 2015 for the purposes of TCF providing architecture services to the District to include a pre-bond feasibility study to determine cost and work needed to modernize Wenatchee High School and renovate/expand the athletic fields and facilities;

WHEREAS, the Parties have entered into Nine Amendments to the Professional Services Agreement for the purposes of expanding the scope of the study to include additional District needs and facilities;

WHEREAS, Amendment No. 10 was voided;

WHEREAS, the Parties now desire to amend the Professional Services Agreement again, as Amendment No. 11, to provide for additional consulting services related to the District’s upcoming 2021 bond initiative; and

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and conditions hereinafter set forth and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree to amend the previously executed Professional Services Agreement as follows:

Agreement

1. Incorporation of Recitals. The foregoing Recitals are incorporated herein by this reference.

2. Scope of Additional Services. Beginning February 11, 2020, TCF shall provide additional services to the District including consulting with the District and Hill International, Inc. to plan for the District’s upcoming 2021 bond initiative. The scope of work covered includes assisting in facilitation of a series of Facility Task Force workshops, board meetings, and development of information and documentation to support this effort. Attached as Exhibit A and incorporated herein by this reference is a more detailed description of the scope of

work. This scope of work shall include no redesign of the Wenatchee High School study work previously completed under the Professional Services Agreement and shall include no “practice of architecture” as defined under RCW 18.08.320.

3. Compensation. The additional services identified in Paragraph 2 of this Amendment shall be billed hourly to the District according to the following rates and shall not exceed \$96,090.00:

Role	Approximate Hours	Hourly Rate
Principal-In-Charge	190	\$285
Principal/Bond Advisor	124	\$285
Project Coordinator/ Designer	60	\$110

The District shall also compensate TCF for reimbursable expenses which include travel and accommodation expenses such as rental cars, gas, lodging, and meals, excluding any alcoholic beverages. Reimbursable expenses are currently estimated at \$2,000.00, which includes a 10% markup. The amount billed to the District for reimbursable expenses shall not exceed \$2,000.00 without the prior written approval of the District.

The District shall pay TCF monthly upon satisfactory completion of the additional services and upon receipt of an invoice detailing such services. TCF must also invoice the District for reimbursable expenses requested under this Amendment and provide receipts to support such reimbursable expenses. All invoices shall be paid within thirty (30) days of receipt; provided that all supporting receipts are provided with the invoice.

4. Term. The term of the Professional Services Agreement is extended to June 30, 2021. The Professional Services Agreement shall terminate on June 30, 2021 unless an additional term extension is agreed to in writing by the Parties.

5. Counterpart and Facsimile Signatures. This Amendment may be signed in counterparts, each of which shall be an original but all of which shall constitute one and the same document. Signatures transmitted by facsimile shall be deemed valid execution of this Amendment and binding on the Parties.

6. Effectiveness. This Amendment shall become effective upon date of both parties signing. Except as set forth in this Amendment, the Professional Services Agreement is unaffected and shall continue in full force and effect in accordance with its terms.

WENATCHEE SCHOOL DISTRICT:

TCF ARCHITECTURE, PLLC:

By: Paul Gordon, Superintendent

Date: _____

By: Brian Ho, Managing Principal

Date: _____

Exhibit A

Scope of Services

Project Task	Principal-In-Charge	Principal/Bond Advisor	Project Coordinator/Designer
Facility Task Force Meetings: Attend and help facilitate 7 meetings. Include preparation for meeting and follow up with meeting minutes.	70	50	40
Weekly Executive Steering Committee Calls: Participate in, preparation and follow up as necessary.	30	30	
School Board Meetings: Attend and present at 2 meetings. Includes preparation and meeting minutes.	24	16	
Cost Estimate Coordinate: Coordinate with cost estimator as needed.	16	8	
Project Management: Ongoing coordination with project team to develop schedule, process and package deliverables.	50	20	20
Estimated Hours	190	124	60
Hourly Rate	\$285.00	\$285.00	\$110.00
Estimated Fees	\$54,150.00	\$35,340.00	\$6,600.00
Total Estimated Fees \$96,090.00			

Contract Request Form

Non-Federal (Cost not paid with Federal \$'s)

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Is this contract New? (we do not have a current contract with them), a Renewal? (same contract extending length time) or a Revision? (something added, removed or changed from the original).	New	<input type="checkbox"/>
	Renewal	<input type="checkbox"/>
	Revision	<input checked="" type="checkbox"/>

Cost of Contract - If there is no cost put N/A in the box, **Revenue** - if this is a grant or we are receiving funds, **Budget code** for contracts with a cost or put in N/A if it is revenue or no cost.

Total Cost of Contract: \$147,437.00 **Or Revenue:** N/A **Budget code:** _____

Contract Scheduled to begin on (specific Date)	_____	Or	Date of Execution	<input checked="" type="checkbox"/>
Contract is scheduled to end on (specific Date):	<u>10/1/20</u>	Or	Until Terminated	<input type="checkbox"/>
Does this contract renew automatically?	<u>No</u>	# of Days notice needed to Terminate	<input type="checkbox"/>	
If Yes - is it Year to Year or Month to Month? _____				
Contract # _____				

Contract Details:
 Brief Description/Purpose
 If this is a revision what changed?

Amendment #2 to Professional Services Agreement dated June 23, 2015 - Phase 2. Additional consulting services. Not to exceed \$147,437.00

Agency Contact Information (where/who contract needs to be mailed for signature)

Agency Name Hill International
 Attention: David Zeitlin
 Address 818 W Riverside Ave Suite 350
 City, State, Zip Code Spokane, WA 99201
 Email Address davidzeitlin@hillintl.com
 Phone Number (509) 747-8031

Be sure to follow state bid requirements as outlined in RCW 28A.335.190

Contract Requested By: _____ Print/Type Name		Signature: _____	
I have read this contract and recommend it for board approval.			
Requesters Administrator: <u>Mark Helm</u> Print/Type Name		Signature: <u>for Mark Helm</u>	
Reviewed by: _____ (District Office) <u>Larry Mayfield</u>		Signature: _____	
Attorney Review Needed: <u>Yes</u> / No		Date Completed: <u>3/27/2020</u>	

AMENDMENT NO. 2 TO
PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT (“Amendment”) is made and entered into as of the 14th day of April, 2020 by and between the Wenatchee School District (hereinafter the “District”), a Washington municipal corporation, and Hill International, Inc., (hereinafter “Hill International”), a Washington corporation. All parties named above may hereinafter collectively be referred to as the “Parties.”

Recitals

WHEREAS, the Parties entered into a Professional Consulting Services Agreement on August 15, 2013 for the purposes of Hill International providing services to the District during Phase 1 of the Capital Bond for Wenatchee Public Schools;

WHEREAS, the Parties entered into Six Amendments to the Professional Consulting Services Agreement for Phase 1;

WHEREAS, Revised Amendment No. 6 to the Professional Consulting Services Agreement for Phase 1 extended the Agreement term date to December 31, 2017;

WHEREAS, the Professional Consulting Services Agreement for Phase 1 terminated effective December 31, 2017 and the Parties have no continuing obligations under said Agreement.

WHEREAS, the Parties entered into a separate Professional Services Agreement on June 23, 2015 for the purposes of Hill International providing services to the District during Phase 2 of the Capital Bond Planning for Wenatchee Public Schools;

WHEREAS, the Parties attempted to execute Amendment No. 1 to the Professional Services Agreement for Phase 2 in October of 2017. However, the Amendment erroneously referenced an August 15, 2015 agreement when it intended to reference the June 23, 2015 Professional Services Agreement;

WHEREAS, the Parties hereby ratify the Amendment No. 1, which was executed by the Parties, to the existing June 23, 2015 Professional Services Agreement;

WHEREAS, the Parties now desire to amend the Professional Services Agreement for Phase 2 again to provide for additional consulting services related to the District’s upcoming 2021 bond initiative;

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and conditions hereinafter set forth and for other good and valuable consideration, the receipt and

adequacy of which are hereby acknowledged, the Parties agree to amend the previously executed Professional Services Agreement as follows:

Agreement

1. Incorporation of Recitals. The foregoing Recitals are incorporated herein by this reference.

2. Scope of Additional Services. Beginning February 1, 2020, Hill International shall provide additional services to the District including consulting, project management services, and cost estimating for the District's upcoming 2021 bond initiative. To facilitate in the provision of these services, Hill International may sometimes use an administrative assistant whose time shall be billable to the District in accordance with Paragraph 3 of this Amendment.

3. Compensation. The additional services identified in Paragraph 2 of this Amendment shall be billed hourly to the District according to the following rates:

Staff	Role	Approximate Hours	Hourly Rate
David Zeitlin	Consulting/Project Management	700	\$190
Aron Aston	Cost Estimating	48	\$140
Debbie Seltzer	Administrative Assistant	32	\$80

The District shall also compensate Hill International for reimbursable expenses which include travel and accommodation expenses such as rental cars, gas, lodging, and meals. Reimbursable expenses are currently estimated at \$5,157.00, which includes a 10% markup for handling. The amount billed to the District for additional services, including reimbursable expenses, shall be based on actual services performed and expenses incurred, and shall not exceed \$147,437.00.

The compensation provided for herein shall be paid in a manner consistent with Paragraph 6, Terms of Payment of the Professional Services Agreement, previously executed by the Parties. (dated June 23, 2015)

4. Term. The term of the Professional Services Agreement is extended to October 1, 2020. The Professional Services Agreement shall terminate on October 1, 2020 unless an additional term extension is agreed to in writing by the Parties.

5. Counterpart and Facsimile Signatures. This Amendment may be signed in counterparts, each of which shall be an original but all of which shall constitute one and the same

document. Signatures transmitted by facsimile shall be deemed valid execution of this Amendment and binding on the Parties.

6. Effectiveness. This Amendment shall become effective upon date of both parties signing. Except as set forth in this Amendment, the Professional Services Agreement is unaffected and shall continue in full force and effect in accordance with its terms.

WENATCHEE SCHOOL DISTRICT:

HILL INTERNATIONAL, INC.:

By: Paul Gordon, Superintendent

By: Gregory Heinz, Vice President

Date: _____

Date: _____

Contract Request Form

Non-Federal (Cost not paid with Federal \$'s)

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Authorized signatures: Superintendent, Deputy Superintendent, Executive Director of Business & Finance or the School Board

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	Renewal	<input type="checkbox"/>
	Revision	<input type="checkbox"/>

Cost of Contract - If there is no cost put N/A in the box, **Revenue** - if this is a grant or we are receiving funds **Budget code** for contracts with a cost or put in N/A if it is revenue or no cost.

Total Cost of Contract: \$5,000.00 **Or Revenue:** n/a **Budget code:** 0119-31-7000-0000

Contract Scheduled to begin on (specific Date)	<u>4/8/20</u>	Or	Date of Execution	<input type="checkbox"/>
Contract is scheduled to end on (specific Date):	<u></u>	Or	Until Terminated	<input checked="" type="checkbox"/>
Does this contract renew automatically?	<u></u>	# of Days notice needed to Terminate	<u></u>	<input type="checkbox"/>
If Yes - is it Year to Year or Month to Month?				
Contract # <u></u>				

Contract Details:

Brief Description/Purpose

If this is a revision what changed?

Distance Learning Retainer

Agency Contact Information (where/who contract needs to be mailed for signature)

Agency Name Jeff Utecht Consulting Inc.
 Attention: Jeff Utecht
 Address 1948 8th Ave West
 City, State, Zip Code Seattle, WA 98119
 Email Address jutecht@gmail.com
 Phone Number (206) 659-9410

Be sure to follow state bid requirements as outlined in RCW 28A.335.190

Contract Requested By: <u>Ron Brown</u>	Signature: <u></u>
Print/Type Name	

I have read this contract and recommend it for board approval.	
Requesters Administrator: <u>Mike Lane</u>	Signature: <u>Mike Lane</u>
Print/Type Name	

Reviewed by: <u>Larry Mayfield</u>	Signature: <u></u>
(District Office)	
Attorney Review Needed: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Date Completed: <u>/ /</u>



WENATCHEE SCHOOL DISTRICT
PO BOX 1767
WENATCHEE, WA 98807-1767

Purchase Order # _____
Business Office Use Only

Send invoice or Work Verification Form to Accounts Payable with an authorizing signature after work is completed.

INDEPENDENT CONTRACTOR AGREEMENT

1. **PARTIES.** The Parties to this Independent Contractor Agreement are the Wenatchee School District #246 ("District") and Jeff Utech Consulting Inc. ("Contractor"). No employee relationship is established by this Agreement and no assumption of liability by the Wenatchee School District is implied or expressed. This contract is effective beginning 4/8/2020 and will terminate on open ended unless mutually extended in writing.

2. **DESCRIPTION OF SERVICE(S) PERFORMED:** (*please be specific*)

Distance Learning Retainer - See attached Quote

3. CONTRACTOR FEES

Fixed Fee of \$ _____, **OR**
Daily Rate of \$ _____ for _____, days, **OR**
Hourly Rate of \$500.00 for 10, hours.

Basic Contract Cost \$ 5,000

Additional Fees (*please list*)

1. \$ _____
2. \$ _____
3. \$ _____
4. \$ _____

Total Additional Fees \$ _____

Total Contractor Fees \$ 5,000

- Payment will be made within 30 days upon receipt of approved invoice or Work Verification Form by Accounts Payable.
- If there will be unsupervised contact with students; contractor must complete background check process with North Central ESD prior to beginning any work for the Wenatchee School District.

UBI-Unified Business Identification number

This number is for State tax purposes. Per RCW 82.32.030 subsection 2, I understand I am not required to have a UBI number if I meet **all** of the following conditions:

1. My gross annual income in the State of Washington as an independent contractor is less than \$12,000 before expenses.
2. I do not sell any items at retail.
3. I do not repair, install, alter, decorate, clean, construct or improve any real or personal property.
4. I do not perform services that require sales tax.
5. I do not collect or pay other taxes to Department of Revenue.
6. I do not obtain renewable licenses with Master License
7. A trade name or DBA will not be used.
8. I have no plans to hire employees within 90 days.

I certify that I meet **all** of the above conditions and that I am **not** a Wenatchee School District employee.

Signature _____ Date _____

"OR"

I do not meet the above conditions and will provide the school district with my UBI number. (See below)

If I do not obtain a UBI number and I meet the conditions listed above, I understand I will be paid through Payroll and will need to complete additional paperwork.

CONTRACTOR

Signature _____ Date April 9, 2020

Address 1949 8th Ave West Phone 206-659-9410

Seattle, WA 98119

City, State, Zip

604 224 048

UBI Number

FIN: 82-4574731

Social Security Number

DISTRICT

Principal/Director Signature _____ Date _____

0119-31-7000-0000-0000-0000-

Budget Number

The Wenatchee School District complies with all federal and state rules and regulations and does not discriminate on the basis of race, color, national origin, creed, sex, sexual orientation, including gender identity, disability, familial status, marital status or age. This holds true for all staff and for students who are interested in participating in educational programs and/or extracurricular school activities. Inquiries regarding compliance and/or grievance procedures may be directed to RCW Officer and ADA Coordinator Kelly Lopez.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND INELIGIBILITY

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CONTRACTOR INITIAL HERE _____



Jeff Utecht Consulting Inc.
2066599410

1949 8th Ave. West
Seattle, Washington
98119
United States

Billed To
Ron Brown
Wenatchee SD

Estimate Date
04/07/2020

Estimate Number
0000041

Description	Rate	Qty	Line Total
Distance Learning Retainer Support of Wenatchee School District in preparing for and implementing Distance Learning due to the COVID-19 crisis. The retainer will consist of 10 hours of virtual sessions with Wenatchee admin, educators or parent community as determined by Wenatchee administration.	\$5,000.00	1	\$5,000.00
Subtotal			5,000.00
Tax			0.00
Estimate Total (USD)			\$5,000.00

Terms

If the event is an in-person event, then the organization is responsible for securing a suitable venue for the event that includes a data projector and sound system for computer audio as well as a mic if needed.

If the even is a virtual event, Jeff Utecht will provide a suitable virtual venue that fits the needs of both parties.

The organization is responsible for all travel costs and accommodations listed above as well as all other costs associated with travel (i.e. visa paperwork, taxi, train, etc.) listed above as well as meals during travel.

The organization is responsible for promoting the event and any associated costs including all communication with participants.

Payment Terms:

If flights are needed, the organization agrees to send reimbursement on flights once confirmed.

The organization agrees to pay the invoice balance on completion of the project.

Cancellation Terms:

If cancellation occurs within 30 days of the agreed dates, the organization will pay all cancellation fees and 50% of the consulting fee.

The organization understands that advice offered by Jeff Utecht Consulting Inc. serves only as a basis for discussion and possible future implementation if required by individual businesses. Jeff Utecht Consulting Inc. does not accept any liability for decisions made. All training materials remain the intellectual property of Jeff Utecht Consulting Inc and may not be copied or circulated without consent.

Contract Request Form

Non-Federal (Cost not paid with Federal \$'s)

ALL CONTRACTS REQUIRE SCHOOL BOARD APPROVAL

Authorized signatures: Superintendent, Deputy Superintendent, Executive Director of Business & Finance or the School Board

Please submit this form with your unsigned contract to Denise Watson 2 weeks before the School Board meeting. Upon review and approval, the contract will be included on the agenda for School Board approval.

Is this contract New? (we do not have a current contract with them), a Renewal? (same contract extending length time) or a Revision? (something added, removed or changed from the original).	New	<input checked="" type="checkbox"/>
	Renewal	<input type="checkbox"/>
	Revision	<input type="checkbox"/>

Cost of Contract - If there is no cost put N/A in the box, **Revenue** - if this is a grant or we are receiving funds **Budget code** for contracts with a cost or put in N/A if it is revenue or no cost.

Total Cost of Contract: \$23,400 **Or Revenue:** _____ **Budget code:** 8819-21-7000-1090-0000-0000-

Contract Scheduled to begin on (specific Date)	<u>3/23/20</u>	Or	Date of Execution	<input type="checkbox"/>
Contract is scheduled to end on (specific Date):	_____	Or	Until Terminated	<input checked="" type="checkbox"/>
Does this contract renew automatically?		# of Days notice needed to Terminate		
If Yes - is it Year to Year or Month to Month?		_____		
Contract # _____				

Contract Details:

Brief Description/Purpose

If this is a revision what changed?

Oversight, organization and delivery of Emergency Child Care (ECC) during the COVID-19 Health Crisis Response.

Agency Contact Information (where/who contract needs to be mailed for signature)

Agency Name YMCA (Wenatchee Valley YMCA)
 Attention: _____
 Address 217 Orondo Ave
 City, State, Zip Code Wenatchee, WA 98801
 Email Address _____
 Phone Number (509) 662-2109

Be sure to follow state bid requirements as outlined in RCW 28A.335.190

Contract Requested By: _____ Print/Type Name	Signature: _____
---	------------------

I have read this contract and recommend it for board approval.

Requesters Administrator: <u>Mark Helm</u> Print/Type Name	Signature: <u>[Signature]</u> <u>for Mark Helm</u>
---	---

Reviewed by: <u>Larry Mayfield</u> (District Office)	Signature: <u>[Signature]</u>
Attorney Review Needed: Yes <u>No</u>	Date Completed: <u>7/3/19</u>



WENATCHEE SCHOOL DISTRICT
PO BOX 1767
WENATCHEE, WA 98807-1767

Purchase Order # _____
Business Office Use Only

Send invoice or Work Verification Form to Accounts Payable with an authorizing signature after work is completed.

INDEPENDENT CONTRACTOR AGREEMENT

- PARTIES.** The Parties to this Independent Contractor Agreement are the Wenatchee School District #246 ("District") and _____ ("Contractor"). No employee relationship is established by this Agreement and no assumption of liability by the Wenatchee School District is implied or expressed. This contract is effective beginning _____ and will terminate on _____ unless mutually extended in writing (expected end date is 6/19/2020).
- DESCRIPTION OF SERVICE(S) PERFORMED:** (*please be specific*) _____

3. CONTRACTOR FEES Fixed Fee of \$ _____, OR Daily Rate of \$ _____ for _____, days, OR Hourly Rate of \$ _____ for _____, hours.		Basic Contract Cost \$ _____ Additional Fees (<i>please list</i>) 1. _____ \$ _____ 2. _____ \$ _____ 3. _____ \$ _____ 4. _____ \$ _____ Total Additional Fees \$ _____ Total Contractor Fees \$ _____
---	--	--

- Payment will be made within 30 days upon receipt of approved invoice or Work Verification Form by Accounts Payable.
- If there will be unsupervised contact with students; contractor must complete background check process with North Central ESD prior to beginning any work for the Wenatchee School District.

UBI-Unified Business Identification number

This number is for State tax purposes. Per RCW 82.32.030 subsection 2, I understand I am not required to have a UBI number if I meet all of the following conditions:

- | | |
|--|--|
| 1. My gross annual income in the State of Washington as an independent contractor is less than \$12,000 before expenses. | 4. I do not perform services that require sales tax. |
| 2. I do not sell any items at retail. | 5. I do not collect or pay other taxes to Department of Revenue. |
| 3. I do not repair, install, alter, decorate, clean, construct or improve any real or personal property. | 6. I do not obtain renewable licenses with Master License |
| | 7. A trade name or DBA will not be used. |
| | 8. I have no plans to hire employees within 90 days. |

I certify that I meet all of the above conditions and that I am not a Wenatchee School District employee.

Signature Dorry C. Foster Date _____

"OR"

I do not meet the above conditions and will provide the school district with my UBI number. (See below)

If I do not obtain a UBI number and I meet the conditions listed above, I understand I will be paid through Payroll and will need to complete additional paperwork.

CONTRACTOR Dorry C. Foster

DISTRICT

Signature _____ Date _____

Principal/Director Signature _____ Date _____

Address _____ Phone _____

Budget Number _____

City, State, Zip _____

UBI Number _____

Social Security Number _____

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CONTRACTOR INITIAL HERE _____

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Agreement for Independent Contractor Services – Attachment Wenatchee YMCA – Oversee Emergency Child Care

Description of Services Performed

Objective: Oversight, organization and deliver of Emergency Child Care (ECC) during the COVID-19 Health Crisis response.

Contractor will do the following in order to accomplish the general objectives:

Develop curriculum, daily schedules, follow CDC and state health protocols, staff leadership, miscellaneous supplies and materials related to the program, general oversight of ECC and the district's staff positioned to the response care team. Operating hours from 7:30am to 3:30pm with pre and post preparation.

Contractor will complete any additional documents required by this contract including timely billing to the district office.

Following its approval by the Superintendent of Wenatchee School District, this agreement shall commence and be effective for the period beginning 3/23/2020 and ending date to be determined by the school or state.

In addition to the contracted duties outlined above, all expenses incurred (i.e., meals, personal employment benefits) to fulfill the contract obligations are the sole responsibility of the contractor and do not qualify for reimbursement by the Wenatchee School District.

Contractor Fees

Hourly Rates

Staffing Coordinators \$16.50 to \$16.75
Substitute Coordinator/Manager \$18.75
Oversight & Management \$26.92

Will provide two Coordinators at approximately 25 hours per week each.

Will provide one Manager to provide oversight and management at approximately 17 hours per week.

Estimated weekly labor cost

Week 1 Planning \$1,500
Week 2 Operation \$1,700
Week 3 Operation \$1,500
Week 4 and so on \$1,500 (11 Weeks – expected end date is June 19, 2020)

Program supplies will not exceed \$100/week.

Mileage reimbursement paid at \$0.50/mile.