

Alaska Storm Water Steering Committee

in collaboration with



University of Alaska Fairbanks
Cooperative Extension Service
PO Box 756180
Fairbanks, Alaska 99775

EDUCATIONAL SERVICES AGREEMENT

ESA Number: ASWSC 14-001 FY14
CES Fund: Assigned by WO – XXXXX

This agreement, made and entered into this 9th day of October, 2013, is between Alaska Storm Water Steering Committee, hereinafter called ASWSC, and University of Alaska Fairbanks Cooperative Extension Service, hereinafter called UAF-CES:

WHEREAS, ASWSC requests certain services and WHEREAS, UAF-CES represents that it has sufficient professional skills to provide such services in a timely and acceptable manner,

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, the parties agree as follows:

GENERAL TERMS AND CONDITIONS

1. This Educational Services Agreement (ESA) is effective October 15, 2013, and continues indefinitely, unless terminated by ASWSC or UAF-CES in accordance with the terms of the ESA.
2. UAF-CES educational services (SERVICES) covered by this ESA are set out in APPENDIX A, which is attached to and made a part of this ESA by reference.
3. ASWSC, or its Training Sponsors or approved Instructors, will submit a Request to UAF-CES to obtain SERVICES. UAF-CES will prepare a Work Order (APPENDIX A-1) specifying the delivery details and cost for SERVICES. Signatory of the Work Order, or its Training Sponsors or Instructors, agrees to compensate UAF-CES in accordance with each Work Order authorized by ASWSC, or its Training Sponsors or Instructors.
4. UAF-CES will invoice and be compensated in accordance with APPENDIX B, attached to and made a part of this ESA by reference.
5. ASWSC and UAF-CES will designate ESA single points of contact (SPOCs) to coordinate performance to ensure that ASWSC's needs are met.
6. UAF-CES is responsible for the detailed manner of performance and will remain an independent contractor while performing SERVICES. Neither party will be the other party's employee or agent, and neither party will engage in any conduct that would imply that it has such status.
7. UAF-CES may subcontract any portion of the SERVICES to third party vendors as specified in authorized Work Orders. The ASWSC will approve all Work Orders except those that are for an AK-CESCL course given by a training sponsor.

INTEGRATION

This document, Appendix A, and each authorized Work Order constitute the agreement between the parties, superseding all oral and written previous discussions, negotiations, and other agreements between the parties.

MATERIALS

The Material shall at all times remain the property of ASWSC, with the following exception. The AK-CESCL 16-hour curriculum was developed by Creative Courses and Creative Courses retains the ownership and all rights entitled, therein. Creative Courses granted ASWSC conditional use of the AK-CESCL curriculum as long as it is used under the MOU to Establish the AK-CESCL Storm Water Training Program (APPENDIX C). UAF-CES, Training Sponsors, or Instructors shall acquire no right, title or other interest in the 16-hour AK-CESCL curriculum other than as is expressly granted by ASWSC for use in the AK-CESCL training program.

ASWSC hereby grants to UAF-CES, Training Sponsors, and Instructors the nonexclusive right to use either the 16-hour AK-CESCL solely for the Purpose described within this agreement and in accordance with the letter agreement with Creative Courses. UAF-CES, Training Sponsors, and Instructors shall not use the 16-hour AK-CESCL materials other than for the Purpose described by ASWSC or give, transfer or otherwise distribute the 16-hour AK-CESCL Materials to any third party (other than those receiving instruction from UAF-CES, Training Sponsors, and Instructors) without the express prior written consent of ASWSC and Creative Courses.

From time to time ASWSC may authorize vendors to develop Materials in addition to the 16-hour AK-CESCL curriculum for use under this ESA. UAF-CES, Training Sponsors, or Instructors shall acquire no right, title or other interest in developed Material other than as is expressly granted by ASWSC. ASWSC hereby grants to UAF-CES, Training Sponsors, and Instructors the nonexclusive right to use Material that may be developed in the future solely for the Purpose described within this agreement. UAF-CES, Training Sponsors, and Instructors shall not use the Materials developed in the future other than for the Purpose described by ASWSC or give, transfer or otherwise distribute the Materials to any third party (other than those receiving instruction from UAF-CES, Training Sponsors, and Instructors) without the express prior written consent of ASWSC.

CANCELLATION

The signatory of the Work Order, or its Training Sponsors or Instructors, will pay UAF-CES for all costs incurred if any activity is cancelled or rescheduled after the deadlines specified in an authorized Work Order.

MODIFICATION

This ESA may be modified by mutual consent of the parties. Such modifications must be in writing and signed by ASWSC and UAF-CES.

TERMINATION

This ESA may be terminated by either party, with or without cause, upon 90 days written notice to the other party specifying the effective date of the termination. This ESA may be terminated at any time with written notice, if either party fails substantially to perform in accordance with its terms. Prior to termination for failure to perform, both parties will meet to attempt to resolve problems. Unless the ESA

is terminated by UAF-CES for cause, all authorized Work Orders shall be completed prior to the effective date of termination. Upon termination, signatory of the Work Order, or its Training Sponsors or Instructors, will pay UAF-CES pursuant to the terms of each authorized Work Order.

NOTICES

Designated addresses and contact for receipt of notices by each party are listed below. Each party will give the other party written notice when the designated address or contact for receipt of notices is changed. Facsimile notice and notice by electronic mail will be deemed courtesy notice and may be sent in addition to, but not as a substitute for, written notice whenever written notice is required under this ESA.

AUTHORIZING PARTIES

The individuals listed below are designated as the Authorizing Officials for the specified parties. The contracting officer has the sole responsibility and authority to sign, negotiate and/or approve changes to this agreement. Each party named in this agreement is bound by the decisions made by the respective authorizing official.


_____ Lynn Kent, Deputy Commissioner Date Department of Environmental Conservation 555 Cordova Street Anchorage, AK 99501-5613	_____ POC : William Ashton, Stormwater and Wetlands Department of Environmental Conservation 555 Cordova Street Anchorage, AK 99501-5613 Phone: (907) 269-6283 Fax: (907) 269-3487 Email: william.ashton@alaska.gov
_____ Ed Fogels, Deputy Commissioner Date Department of Natural Resources 550 West 7 th Ave., Suite 1400 Anchorage, AK 99501-3561	_____ POC : Brienne Blackburn, Plant Materials Center Department of Natural Resources 5310 S. Bodenbug Spur Rd. Palmer, AK 99645 Phone: (907) 745-4469 Fax: (907) 746-1568 Email: brienne.blackburn@alaska.gov
_____ Roger Healy, P.E. Date Chief Engineer Department of Transportation & P.F. 3132 Channel Dr. P. O. Box 112500 Juneau, AK 99811-2500	_____ POC : Kris Benson, Environmental Manager Department of Transportation & P. F. 3132 Channel Drive P. O. Box 112500 Juneau, AK 99511-2500 Phone: (907) 465-6326 Fax: (907) 465-2460 Email: kris.benson@alaska.gov
_____ Clark Hopp, Vice President Date Engineering Alaska Railroad Corporation P. O. Box 107500 Anchorage, AK 99510-7500	_____ POC : Lorri Winchester, Project Manager Capital Projects Alaska Railroad Corporation 327 W. Ship Creek Ave. Anchorage, AK 99501 Phone: (907) 265-3094 Fax: (907) 265-2594 Email: WinchesterL@akrr.com

Amy Nibert, President & CEO Date
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John MacKinnon, Executive Director Date
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J. W. Hansen, Deputy Director Date
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Public Works Department
Municipality of Anchorage
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10/17/13

POC :
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Col. Christopher D. Lestochi Date
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Appendix A: Administrative Services

Statement of Intent

ASWSC and UAF-CES will use this ESA to provide administrative services to the ASWSC enterprise.

Scope of Work

UAF-CES will be a primary records management provider for ASWSC. Administrative services under this ESA include:

- A commitment to a strategic collaboration between ASWSC and UAF-CES.
- A requirement for all work performed under the contract to be authorized by a Work Order pursuant to the processes established in this ESA.
- A Work Order authorized by the ASWSC Chair or designee or its approved Training Sponsors or Instructors.
- Design, development, delivery, acquisition of training, logistics, consulting and other services including:
 - Consulting services, i.e. testing services, needs assessment.
 - Developing classes into alternative learning formats/distance learning, i.e. online, CBT, self-paced manuals.
 - Instructional materials, i.e. procurement of online products, textbooks, CD's, assessment and selection of preferred online library vendors.
- Administration of ASWSC training activity rosters.
- Invoicing ASWSC, or its approved Training Sponsors or Instructors, at least once a month for authorized Work Order service expenses.

Future Additions to Scope of Work

Any future additions to scope of work will be evaluated as required on a Request and Work Order until scope and cost are jointly agreed upon.

Strategic Collaboration

This ESA is based upon a strategic collaboration between ASWSC and UAF-CES accomplished by open communication, cooperation, mutual trust and respect demonstrated through participation in:

- Planning strategies and execution
- UAF-CES-ASWSC culture integration
- ASWSC process development
- Learning and development solutions which draw upon UAF-CES expertise, in training, consulting, records management, research and development

UAF-CES Deliverables

- Provide management, staff, materials and equipment to successfully perform ASWSC ESA.
- Respond to ASWSC, or its approved Training Sponsors' or Instructors' Requests following agreed-upon processes.
- Ensure requested training service deliveries are substantiated with approved Work Orders (WO) authorizing activity.
- Facilitate the communication/relationship of the client and service Training Sponsors or Instructors.

Appendix B: Invoicing and Payment Provisions

1. ASWSC, its approved Training Sponsors or Instructors, shall compensate UAF-CES in accordance with the following:
 - The training services shall commence upon execution of a Work Order by ASWSC, its approved Training Sponsors or Instructors, and UAF-CES. Changes to the Work Order (form only) will not necessitate a contract amendment.
 - Each training service shall be paid at a rate specified in the individual Work Order.
2. UAF-CES will submit separate invoices to ASWSC, its approved Training Sponsors or Instructors, by the 15th of each calendar month, for compensation for all SERVICES performed during the previous month:
3. Each invoice will contain:
 - UAF-CES's name and remittance address including name and telephone number of contact person for information concerning invoice.
 - Invoice number, invoice date and invoice amount.
 - Billing period covered.
 - ASWSC ESA number.
 - Itemized listing of charges with applicable rate and total amount.
 - Class roster or list of participants.
4. UAF-CES shall be paid, upon the submission of proper invoices, the prices stipulated on each authorized Work Order less deductions or advances, if any, as herein provided. In the event items on an invoice are disputed, payment on those items may be held for 60 days, or until the dispute is resolved, whichever occurs first. If the dispute is not resolved, the ASWSC (if not already involved in the dispute) will investigate the dispute and attempt to resolve the issue. An item is in dispute when a claim has been made that the performance called for and/or price invoiced is not in compliance with the terms and conditions of this ESA or the authorized Work Order for the training/activity. The signatory of the Work Order agrees that should failure to make payment occur, the signatory will pay all collection costs associated with the collection of this debt.
5. UAF-CES will submit corrections and/or support documentation as soon as practicable after notification from ASWSC, its approved Training Sponsors or Instructors, of any deficiencies.