



**INTERLOCAL AGREEMENT STATEWIDE SERVICES
FISCAL YEAR 2017-2018**

**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 “ESD112”, and the eight Washington Educational Service Districts identified on this signature page below, hereinafter referred to as “Member ESDs” .

<p>Summary Statement-Contract Purpose STATEWIDE CONSTRUCTION RELATED SERVICES To provide construction management services on a cooperative basis in the Member ESDs’ regions.</p>	
<p><u>Contract Number: 18072</u> <i>Please refer to Member ESD signature line for individual contract number.</i></p>	<p><u>Financial Terms:</u> Net revenue share as defined in Exhibit A, Section 3.1: 30% share to Member ESDs paid annually to AESD by June 1st following fiscal year end, towards AESD network fees for the nine Washington ESDs (Exhibit A, Section 3.2)</p>
<p><u>Contract Period</u> Initial Term Start: September 1, 2017 Term End Date: August 31, 2022</p>	

<p>Attachments: This Agreement consists of this signature page and the following exhibits, which constitute the entire understanding of the parties</p>
<p>Exhibit A: Terms for Services Provided Exhibit B: General Terms & Conditions Exhibit C: List of Member ESDs and Contact Information</p>

Signed versions of this Agreement transmitted by facsimile copy or electronic mail shall be the equivalent of original signatures on original versions. This Agreement may be executed in counterparts and separately by Member ESDs. Each signed counterpart shall be deemed to be an original and all counterparts, taken together, shall constitute one Agreement.

IN WITNESS WHEREOF, the Member ESDs and ESD112 have executed this Agreement on the date and year indicated below.

EDUCATIONAL SERVICE DISTRICT NO 112	
AUTHORIZED SIGNATURE: <i>Tim Merlino</i> 	09/20/2017 DATE: 01:59 PM EDT

<u>ESD INFORMATION</u>	
REV ACCT NO:	89XX 81 733 0000 9999

DEPT APPROVAL	T Merlino
BUDGET APPROVAL	G Hottman
BUS SVC APPROVAL	P Pepin

SIGN DATE & RETURN TO:
 Internal Accounting
 Educational Service District No. 112
 2500 NE 65th Avenue, Vancouver WA 98661
 or
Email: districtcontracts@esd112.org

Educational Service Districts of Washington State
 Contract No. 18072
 Statewide Construction Related Services


NEW EDUCATIONAL SERVICE DISTRICT NO 101	Contract# 18072-282
AUTHORIZED SIGNATURE:	DATE:
EDUCATIONAL SERVICE DISTRICT NO 105	Contract# 18072-281
AUTHORIZED SIGNATURE:	DATE:
CAPITAL REGION EDUCATIONAL SERVICE DISTRICT NO 113	Contract# 18072-283
AUTHORIZED SIGNATURE:	DATE:
OLYMPIC EDUCATIONAL SERVICE DISTRICT NO 114	Contract# 18072-280
AUTHORIZED SIGNATURE:	DATE:
PUGET SOUND EDUCATIONAL SERVICE DISTRICT	Contract# 18072-276
AUTHORIZED SIGNATURE:	DATE:
EDUCATIONAL SERVICE DISTRICT NO 123	Contract# 18072-277
AUTHORIZED SIGNATURE:	DATE:
NORTH CENTRAL EDUCATIONAL SERVICE DISTRICT NO 171	Contract# 18072-279
AUTHORIZED SIGNATURE:	DATE:
NORTHWEST EDUCATIONAL SERVICE DISTRICT NO 189	Contract# 18072-278
AUTHORIZED SIGNATURE: <i>Larry Francois</i> 	09/19/2017 DATE: 10:27 AM EDT

EXHIBIT A
TERMS FOR SERVICES PROVIDED

1. **Purpose.**
 - 1.1 ESD112 and the Member ESDs are entering into this Agreement for the purpose of providing construction related services under the Interlocal Cooperative Agreement dated February 17, 2016, wherein the nine educational service districts of Washington State agreed to work together to provide services as authorized and listed in Exhibit B, Section 1.1.
 - 1.2 The provision of educational, instructional or specialized services in accordance with this Agreement will improve student learning or achievement.

2. **Term.** This Agreement shall be effective September 1, 2017 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 Exhibit B, Section 4, or August 31, 2022.

3. **Finance, Budget and Property.**
 - 3.1 **Net Revenue Share.** Revenues received for construction management services in the Member ESD's school district regions, in excess of applicable labor, direct costs and indirect costs shall be shared between the parties in the ratio of seventy percent (70%) to ESD112 and thirty percent (30%) to Member ESDs on a region and project basis, as of the close of the August 31st of each fiscal year.
 - 3.2 **Payment.** Under direction of the superintendents of the Washington State educational service districts, net shared revenue shall be paid on behalf of the Member ESDs to the Associated Educational Service District (AESD) Network, under fiscal agency of Educational Service District No. 101 by June 1st following the August 31st fiscal year end. Such funds shall be used to reduce the cost of the AESD network budget for all nine Washington State ESDs.
 - 3.3 **Budget.** A separate budget for services under this Agreement is not necessary and therefore is not being prepared. Expenses and revenues shall be addressed in the parties' budgets.
 - 3.4 **Property.** 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 ESD112, both during the term of this Agreement and after the Agreement is terminated, partially or completely. Real property shall not be acquired.

4. **Scope of Services and Parties' Obligations.** The parties agree to fulfill the following obligations:
 - 4.1 **Responsibilities of ESD112.** ESD112 shall:
 - 4.1.1 Provide construction-related services to school districts within the Member ESDs regions. Specific responsibilities and duties shall be determined as detailed in separate agreements between the ESD112 Construction Services Group and the school district purchasing services. Services shall include, but are not limited to:

- 4.1.1.1 Overall capital project planning and management
 - 4.1.1.2 Construction management
 - 4.1.1.3 Building commissioning
 - 4.1.1.4 Constructability reviews
 - 4.1.2 Hire and supervise staff to provide construction-related services in 4.1.1 above, in compliance with required background checks, listed in Exhibit B, Section 2.1.
 - 4.1.3 Issue annual payment for net revenue share per Section 3.1 and 3.2 above.
 - 4.2 **Responsibilities of Member ESDs.** Member ESDs shall individually:
 - 4.2.1 Promote ESD112's Construction Services Group (CSG) in Member ESD's regions, making introductions as requested and appropriate.
 - 4.2.2 Include CSG programming on Member ESD's websites, highlighting capital bond planning, early learning facilities planning, and the LearningEdge furniture, fixtures and equipment program.
 - 4.2.2.1 Include the "news item highlight" provided by CSG in September and January on the websites.
 - 4.2.2.2 Include a "CSG Staff Profile" once per year on the websites.
 - 4.2.2.3 Include a "Legislative Capital Budget Impact Summary" prepared by CSG in November each year on the websites
 - 4.2.3 Allow CSG to present an overview of program services annually at Member ESD's regional superintendent's meetings.
 - 4.2.4 Mount a CSG poster in a Member ESD public area
 - 4.2.5 Allow CSG to present construction services program updates annually at a Member ESD's meeting of their Board of Directors.
 - 4.2.6 Allow for one-day gratis use for a meeting room at the Member ESD for a maximum of 30-40 people for the CSG annual staff meeting on a rotating basis.

EXHIBIT B
GENERAL TERMS & CONDITIONS

1. **Authority & Organization.**
 - 1.1 This Agreement 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 A separate legal entity is not being created. ESD112 shall administer the joint undertaking described in the terms of this Agreement.

2. **General Responsibilities of the Parties.** The parties to the Agreement shall:
 - 2.1 Conduct background checks on any officials, employees, volunteers or agents who may perform obligations under this Agreement and who may have contact with children in a public school or educational service district facility. No party/person who has plead guilty to, or been convicted of, a felony crime specified in RCW 28A.400.322 will be allowed to do work under this contract if they may have contact with children in a public school or educational service district facility. Failure to comply with this provision is grounds for immediate termination.
 - 2.2 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.
 - 2.3 Obtain and maintain general liability coverage, including contractual liability coverage, and automobile coverage in an amount not less than \$1,000,000 per occurrence. The parties shall, upon request, provide each other suitable evidence of coverage required.
 - 2.4 Obtain any licenses or permits that are required to perform their respective obligations under the Agreement.
 - 2.5 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.

3. **Amendment.** Changes to the cooperative services or financial terms shall be addressed in signed amendments to this Agreement, provided forty-five (45) days before the amendment is to take effect, unless otherwise mutually agreed.

4. **Termination.** This Agreement may be terminated by either party by providing the other party thirty (30) days written notice of intent to terminate. Notice of termination shall specify the date of termination and shall be conclusively deemed to have been received as detailed in Section 5.11 below. In the event of termination, Member ESDs shall be entitled to an equitable proration of the total net revenue share provided herein for services performed as of the date of termination.

5. **General Provisions.**

- 5.1 Assignment.** Neither this Agreement nor any interest therein may be assigned by either party without the prior written consent of the other party.
- 5.2 Attorneys' Fees and Costs.** In the event litigation arises out of this Agreement, each party shall bear its own attorney's fees and costs.
- 5.3 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 the parties.
- 5.4 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.
- 5.5 Conflict of Interest.** No person engaged in any activity associated with this Agreement has a personal financial interest, direct or indirect, in this Agreement. The parties warrant that neither party presently has interests, and will not acquire interests, directly or indirectly, which would create a conflict of interest in performing the obligations under this Agreement. Any direct or indirect conflict of interest must be disclosed.
- 5.6 Force Majeure.** The parties shall not be liable for any failure to perform its obligations in this Agreement, and shall not be liable for the damages in Section 4, 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.
- 5.7 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.
- 5.8 Indemnification.** Both parties agree to protect, defend, indemnify and hold the other party, and its directors, officers, agents and employees harmless from any and all claims and losses that are caused by the indemnifying party, or the indemnifying party's directors', officers', agents' or employees' negligent or malicious acts or omissions.
- 5.9 Intellectual Property.** Any materials ESD112 produces shall be owned by ESD112. ESD112 shall be considered the author of such materials. To the extent materials being produced in connection with this Agreement are found to be "works for hire", all right, title and interest in such materials, including intellectual property rights are irrevocably assigned to ESD112, effective from the moment of creation. Materials produced for, or by, ESD112 in connection with this Agreement may not be used without obtaining ESD112's prior written consent.
- 5.10 Non-Discrimination.** Per requirements of state, local and federal laws, including 13 CFR 145, the parties 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 ESD112 may be directed to ESD112 at its address above.

- 5.11 Notice.** Whenever notice is required under this Agreement, it shall be provided by emailing, with receipt confirmation, or mailing notice to the contacts designated in Exhibit C. Notice shall be deemed effective upon the earlier of actual receipt or three (3) days after notice is deposited in the United States Postal Service mail, by certified mail, postage prepaid.
- 5.12 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.
- 5.13 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.
- 5.14 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.
- 6. Exclusion, Debarment and Suspension Certification.** Per the requirements of Executive Order 12549, the parties each 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. The parties 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.

EXHIBIT C

LIST OF MEMBER ESDS AND AGREEMENT CONTACT INFORMATION ^[1]

	PROGRAM CONTACT	FISCAL CONTACT	SIGNATURE AUTHORITY/ NOTICE ^[2]
EDUCATIONAL SERVICE DISTRICT NO 112 2500 NE 65TH Avenue, Vancouver WA 98661-6812			
Name:	Kirk Pawlowski	Gavin Hottman	Tim Merlino
Title:	Director, CSG	Asst. Sup., Business Services	Superintendent
Phone:	360.952.3472	360.952.3521	360.750.7500
Email:	Kirk.pawlowski@esd112.org	Gavin.hottman@esd112.org	Tim.merlino@esd112.org
NORTHEAST WASHINGTON EDUCATIONAL SERVICE DISTRICT NO 101 4202 S Regal, Spokane WA 99223-7738			
Name:		Jerome McDermott	Dr. Michael Dunn
Title:		Asst. Sup., Operations/Tech Svc	Superintendent
Phone:		509.789.3800	509.456.2715
Email:		jmcdermott@esd101.net	mdunn@esd101.net
EDUCATIONAL SERVICE DISTRICT NO 105 33 S 2nd Avenue, Yakima WA 98902-3486			
Name:		Tom Fleming	Kevin Chase
Title:		Chief Financial Officer	Superintendent
Phone:		509.454.5302	509.454.3113
Email:		David.reynolds@esd105.org	Kevin.chase@esd105.org
CAPITAL REGION EDUCATIONAL SERVICE DISTRICT NO 113 6005 Tye Drive SW, Tumwater WA 98512			
Name:		Cal Brodie	Dr. Dana Anderson
Title:		Chief Financial Officer	Superintendent
Phone:		360.464.6752	360.464.6701
Email:		cbrodie@esd113.org	danderson@esd113.org
OLYMPIC EDUCATIONAL SERVICE DISTRICT NO 114 105 National Avenue N, Bremerton WA 98312			
Name:		Monica Hunsaker	Greg Lynch
Title:		Asst. Sup., Business/Financial	Superintendent
Phone:		360.478.6894	360.478.6880
Email:		mhunsaker@oesd114.org	glylnch@oesd114.org
PUGET SOUND EDUCATIONAL SERVICE DISTRICT 800 Oakesdale Avenue SW, Renton WA 98057			
Name:		Frank Ashby	John Welch
Title:		Dep. Sup., Business Operations	Superintendent
Phone:		425.917.7771	425.917.7601
Email:		fashby@psed.org	jwelch@psed.org

Educational Service Districts of Washington State
 Contract No. 18072
 Statewide Construction Related Services

	PROGRAM CONTACT	FISCAL CONTACT	SIGNATURE AUTHORITY/ NOTICE [2]
EDUCATIONAL SERVICE DISTRICT NO 123 3924 W Court Street, Pasco WA 99301			
Name:		Michelle Dearlove	Darcy Weisner
Title:		Asst Sup., Finance/Operations	Superintendent
Phone:		509.544.5775	509.544.5786
Email:		mdearlove@esd123.org	dweisner@esd123.org
NORTH CENTRAL EDUCATIONAL SERVICE DISTRICT NO 171 430 Old Station Road, PO Box 1847, Wenatchee WA 98801			
Name:		Dave Arp	Dr. Rich McBride
Title:		Director, Fiscal/Admin Services	Superintendent
Phone:		509.665.2618	509.665.2628
Email:		davea@ncesd.org	richm@ncesd.org
NORTHWEST EDUCATIONAL SERVICE DISTRICT NO 189 1601 R Avenue, Anacortes WA 98221			
Name:		Lisa Matthews	Larry Francois
Title:		Asst. Sup., Finance/Compliance	Superintendent
Phone:		360.299.4026	360.299.4003
Email:		lmatthews@nwesd.org	lfrancois@nwesd.org

[1] If contact is the same as another listed, “same” can be noted.

[2] Required information