

**INTERLOCAL RENTAL & SERVICES AGREEMENT
FISCAL 2020-2021**

BETWEEN

Educational Service District No. 112
(Hereinafter referred to as ESD112)
2500 NE 65th Avenue
Vancouver WA 98661

AND

Northwest Educational Service District No. 189
(Hereinafter referred to as NWESD)
1601 R Avenue
Anacortes WA 98221

Location / Space Description	Contract Term	Fee
Location: 1601 R Avenue, Anacortes WA 98221 Description: Approximately 160 square feet of office space plus pro-ration share of common areas at the location and associated occupancy costs. Project Staffing: NWESD's employee, Tex Ladish, billed at per diem cost.	This term shall not exceed one year	Occupancy Rental Rate: \$9,040 per year (Exhibit A, Section III.b.i.) Project Staffing: \$167,689.92 billed in monthly installments (Exhibit A, Section III.b.ii) Other expenses: At actual cost (Exhibit A Section III.b.iii-iv) Administrative Fees: 4.5%
	Start Date: September 1, 2020	
	End Date: August 31, 2021	

This Agreement consists of this signature and terms page and *Exhibit A Terms & Conditions*, which constitute the entire understanding of the Parties.

IN WITNESS WHEREOF, ESD112 and NWESD have executed this Rental and Services Agreement inclusive of all Exhibits listed on the date and year indicated below. Signed versions of this Agreement transmitted by facsimile copy or electronic mail shall be the equivalent of original signatures on original versions. This Agreement shall not be binding until signed by authorized agents of both Parties.

NORTHWEST EDUCATIONAL SERVICE DISTRICT NO 189	
Authorized Signature:	Date:
EDUCATIONAL SERVICE DISTRICT NO 112	
Authorized Signature:	Date:

AGREEMENT CONTACTS

ESD112	NWESD
<u>Site / Operations Contact</u>	
Name: Bernice Sundby	Name: Joni Morrell
Title: Asst. Fiscal Officer, CSG	Title: Administrative Assistant to Superintendent
Phone: 360.952.3493	Phone: 360.299.4002
Email: Bernice.sundby@esd112.org	Email: jmorrell@nwesd.org
<u>Billing</u>	
Name: Tyler Wright, GL Specialist	Name: Joni Morrell
Phone: 360.952.3477	Phone: same as above
Email: tyler.wright@esd112.org	Email: same as above
<u>Signature Authority & Notice</u>	
Name: Tim Merlino	Name: Larry Francois
Title: Superintendent	Title: Superintendent
Phone: 360.750.7500	Phone: 360.299.4000
Email: tim.merlino@esd112.org	Email: lfrancois@newsd.org

**EXHIBIT A
TERMS & CONDITIONS**

I. AUTHORITY

- a. This Agreement between ESD112 and NWESD, 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.
- b. This Agreement is made and entered into by ESD112 and NWESD for its heirs, executors, administrators, successors, and assigns.
- c. The provision of educational, instructional or specialized services in accordance with this Agreement shall serve to improve student learning or achievement.
- d. A separate legal entity is not being created. NWESD shall administer the joint undertaking described in the terms of this Agreement.

II. SCOPE OF SERVICES

The following services shall be provided in order to deliver construction-related services on a cooperative basis to school districts within NWESD's region:

- a. NWESD shall provide space and related occupancy services as identified in Section III.b(i). below.
- b. NWESD shall employ Tex Ladish, who shall be available to support delivery of construction-related services in the region as described in Section III.b(ii) below, and other staff services as requested and mutually agreed.
- c. ESD112 shall provide management and coordination of construction-related services within NWESD's region. The specific division of responsibilities and duties between the Parties shall be determined and agreed to on a project-by-project basis. Construction-related services under this Agreement shall include, but not be limited to:
 - i. Overall capital project planning and management
 - ii. Construction management
 - iii. Building commissioning
 - iv. Constructability reviews

III. FINANCE

- a. **Invoices and Payments.** ESD112 shall pay the monthly fees at the end of each month upon submission of timely invoices detailing the services or goods rendered for requested reimbursement. Any and all payments provided for herein, when made to NWESD by ESD112, shall release ESD112 from any obligation therefore to any other party or assignee.
- b. **Expenses.**
 - i. **Occupancy.** During the term of this Agreement, NWESD shall pay all real estate taxes, all property assessments, insurance, storm water, water, sewer, garbage collection, and maintenance and repair as described below, together with natural gas, electricity, elevator service, exterior and interior window washing, landscape and irrigation water, and janitor service. Janitor service includes exterior and interior window washing, restroom supplies and light bulb replacement. Additionally, NWESD shall provide receptionist services and use of the K-20 system. Occupancy rates include space and technology support for NWESD's employee made available to ESD112 (see Section (ii) below).

Space Rental	\$ 4,993
Technology	\$ 4,047
TOTAL OCCUPANCY / RENT	\$ 9,040

- ii. **Project Staffing.** NWESD shall make employee Tex Ladish available to ESD112 for the purpose of working under ESD112’s Construction Services Group’s (CSG) supervision, direction and management. NWESD’s employee shall be given the first opportunity for any CSG-related work in NWESD’s Educational Service District Region for which the employee is qualified. NWESD shall bill ESD112 for per diem salary (annual salary divided by actual work days) and benefits (consistent with those provided to other employees of NWESD). Per diem rates shall be as follows:

	Monthly	Annual
Salary	\$ 10,635.73	\$ 127,628.76
Taxes & Benefits	\$ 3,338.43	\$ 40,061.16

- iii. **Additional Staffing.** At ESD112’s request, NWESD may provide additional support to the Construction Services Group, including NWESD’s employee identified in Section (ii) above and other clerical support to ESD112’s CSG project staffing. Such support would be provided at per diem rates.
- iv. **Other Expenses.** ESD112 shall pay for telephone local service and long distance charges, cellular telephone charges, travel (meals, mileage, lodging), registrations, supplies & materials, postage and photocopy services at actual usage rate or cost. Billings based on actual usage rate or costs shall be supported by transaction reports and underlying detail shall be made available, upon request of ESD112. Usage rate fee schedule is below, which may be adjusted with thirty (30) days prior written notice.

Photocopies / Print Shop	.05 per page for B/W .15 per page for Color
Travel Reimbursement	At State per diem rates

- v. **Administrative Fees.** All expenses shall be subject to 4.5% administrative fee.
- c. **Disaster.** In the event the rented premises are destroyed or injured by fire, earthquake or other casualty so as to render the premises unfit for occupancy, and NWESD neglects and/or refuses to restore said premises to their former condition, then ESD112 may terminate this Agreement and shall be reimbursed for any unearned rent that has been paid to NWESD. In the event said premises are partially destroyed by any of the aforesaid means, the rent herein agreed to be paid shall be abated from the time of occurrence of such destruction or injury until the premises are again restored to their former condition, and any rent paid by ESD112 during the period of abatement shall be credited upon the next installment(s) of rent to be paid. It is understood that the terms “abated” and “abatement” mean pro rata reduction of areas unsuitable for occupancy due to casualty loss in relation to the total rented area.

IV. PROPERTY

- a. **Use.** The premises shall be used by ESD112 for the purposes of general office space.
- b. **Maintenance and Repair.** NWESD shall maintain the premises in good repair and tenantable condition during the continuance of this Agreement, except in case of damage arising from the act of negligence of ESD112’s clients, agents, or employees. For the purposes of maintenance and repair, NWESD reserves the right at reasonable times to enter and inspect the premises and to do any necessary maintenance and repairs to the building. NWESD’s maintenance and repair obligations under Section III.b above shall include, but not be limited to, mechanical, electrical, interior lighting (including replacement of ballasts, starters, and fluorescent tubes as required), plumbing, heating, ventilating, and air-conditioning systems (including replacement of filters as recommended in equipment service manuals); floor coverings; window coverings; elevators; inside and outside walls (including windows and entrance and exit doors); all structural portions of the building (including the roof and the watertight integrity of same); porches, stairways; sidewalks; exterior lighting; parking lot (including snow removal, cleaning and restriping as required); wheel bumpers; drainage; landscaping and continuous satisfaction of all governmental requirements generally applicable to similar office buildings in the area (example: fire, building, energy codes, indoor air quality, requirements to provide an architecturally barrier-free premises for people with disabilities, etc.).

- c. **Fixtures.** ESD112 shall have the right during the existence of this Agreement, with the written permission of NWESD (such permission shall not be unreasonably withheld), to make alteration, attach fixtures, and erect additions, structures or signs, in or upon the premises hereby rented. Performance of any of the rights authorized above shall be conducted in compliance with all applicable governmental regulations, building codes, including obtaining any necessary permits. Any fixtures, additions, or structures so placed in or upon or attached to the said premises shall be and remain the property of ESD112 and may be removed therefrom by ESD112 upon the termination of this Agreement. Any damage caused by the removal of any of the above items shall be repaired by ESD112 at their cost.
- d. **Prevailing Wage.** NWESD agrees to pay the prevailing rate of wage to all workers, laborers, or mechanics employed in the performance of any part of this Agreement when required by state law to do so, and to comply with the provisions of Chapter 39.12 RCW, as amended, and the rules and regulations of the Department of Labor and Industries. The rules and regulations of the Department of Labor and Industries and the schedule of prevailing wage rates for the locality or localities where this Agreement shall be performed as determined by the Industrial Statistician of the Department of Labor and Industries, are by reference made a part of this Agreement as though fully set forth herein.
- e. **Hazardous Substances.** NWESD warrants that no hazardous substance, toxic waste, or other toxic substance has been produced, disposed of, or is or has been kept on the premises hereby rented which if found on the property would subject the owner or user to any damages, penalty, or liability under an applicable local, state or federal law or regulation. NWESD shall indemnify and hold harmless ESD112 with respect to any and all damages, costs, attorney fees, and penalties arising from the presence of such substances on the premises, except for such substances as may be placed on the premises by ESD112.
- f. Neither party is acquiring real property under this Agreement. Any personal property that is acquired shall be owned and retained by the party that pays for the personal property.

V. **TERMINATION.** Either party may terminate this Agreement by providing the other party thirty (30) days prior written notice.

VI. **ASSIGNMENT / SUBLEASE.** ESD112 may assign this Agreement or sublet the premises with the prior written consent of NWESD, which consent shall not be reasonably withheld. ESD112 shall not permit the use of the premises by anyone other than ESD112, such assignee or sub-lessee, and the employees, agents and servants of ESD112, assignee, or sub-lessee.

VII. GENERAL PROVISIONS

a. Agreement Terms.

- i. **Whole Agreement.** The parties acknowledge that they have read and understand this Agreement. The parties further agree that this Agreement constitutes the entire agreement between the parties and supersedes all communications, written or oral, related to the subject matter of this Agreement.
- ii. **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 waiver of a breach thereof as to a particular transaction or occurrence.
- iii. **Captions.** The captions, paragraph headings, headers and footers hereof, are inserted for convenience purposes only and shall not be deemed to limit or expand the meaning of any section paragraph or the Agreement taken as a whole.
- iv. **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; to this end, the terms and conditions of this Agreement are declared severable.
- v. **Amendment.** Any amendment or modification of this Agreement must be in writing and signed by both Parties.

- b. Compliance with State and Federal Laws.** This Agreement shall be governed by the laws of the State of Washington. NWESD is responsible for complying with:

 - i.** All applicable provisions of the Americans With Disabilities Act of 1990 (42 U.S.C. 12101-12213)
 - ii.** The Washington State Law Against Discrimination (Chapter 49.60 RCW), as well as the regulations adopted thereunder, with respect to the leased premises.
- c. Guarantees.** It is understood that no guarantees, express or implied, representations, promises or statements have been made by the Parties unless endorsed herein.
- d. License and Permits.** The Parties shall obtain any licenses or permits that are required to perform their respective obligations under this Agreement.
- e. Non-Discrimination.** Per the requirements of state, local and federal laws, including 13 CFR 145, ESD112 and NWESD 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 NWESD may be directed to NWESD at its address as provided.
- f. Notice.** Whenever notice is required under this Rental Agreement, it shall be provided by emailing with delivery receipt or by certified U.S. mail to the contacts provided. Notice shall be deemed effective upon actual receipt.