

**INTERLOCAL SERVICES AGREEMENT  
FISCAL 2022-2023**

**BETWEEN**

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

**AND**

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

Service Description	Contract Term	Fee
<b>Project Staffing:</b> NWESD's employee, Tex Ladish, billed at per diem cost.	<b>This term shall not exceed one year</b>	<b>Project Staffing:</b> \$180,786.00 billed in monthly installments (Exhibit A, Section III.b.i)  <b>Other expenses:</b> At actual cost (Exhibit A Section III.b.ii-iii)  <b>Administrative Fees:</b> 4.5%
	<b>Start Date:</b> September 1, 2022	
	<b>End Date:</b> August 31, 2023	

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 Services Agreement inclusive of all Exhibits listed on the date and year indicated below. Signed versions of this Agreement transmitted by 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.

<b>NORTHWEST EDUCATIONAL SERVICE DISTRICT NO 189</b>	DocuSigned by: <i>Larry Francois</i>	Date: 10/7/2022
Authorized Signature:	<small>B133E0E48A3B494...</small>	
<b>EDUCATIONAL SERVICE DISTRICT NO 112</b>	DocuSigned by: <i>Jim Merlino</i>	Date: 10/7/2022
Authorized Signature:	<small>B3237BB86B7C4A8...</small>	

**AGREEMENT CONTACTS**

DocuSigned by:  
*Kirk Paulowski*  
574E2F4D030B454... 10/7/2022

ESD112	NWESD
<b>Site / Operations Contact</b>	
Name: Janet Cordes	Name: Jennifer Longchamps
Title: CSG Administrative Support, Operations	Title: Administrative Assistant to Superintendent
Phone: 360.952.3306	Phone: 360.299.4002
Email: janet.cordes@esd112.org	Email: jlongchamps@nwesd.org
<b>Billing</b>	
Name: Janet Cordes	Name: Jennifer Longchamps
Phone: same as above	Phone: same as above
Email: same as above	Email: same as above
<b>Signature Authority &amp; Notice</b>	
Name: Tim Merlino	Name: Larry Francois
Title: Superintendent	Title: Superintendent
Phone: 360.750.7500	Phone: 360.299.4003
Email: tim.merlino@esd112.org	Email: lfrancois@newsd.org

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**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 to deliver construction-related services on a cooperative basis to school districts within NWESD's region:

- a. NWESD shall employ Tex Ladish, who shall be available to support the delivery of construction-related services in the region as described in Section III.b(i) below, and other staff services as requested and mutually agreed.
- b. 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. **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:

	<b>Monthly</b>	<b>Annual</b>
Salary	\$ 11,486.83	\$ 137,842.00
Taxes & Benefits	\$ 3,578.67	\$ 42,944.00

- ii. **Additional Staffing.** At ESD112's request, NWESD may provide additional support to the Construction Services Group, including NWESD's employee identified in Section (i) above and other clerical support to ESD112's CSG project staffing. Such support would be provided at per diem rates.
- iii. **Other Expenses.** ESD112 shall pay for technology support fees, telephone local service and long-distance charges, cellular telephone charges, travel (meals, mileage, lodging), registrations, supplies & materials, postage, and photocopy services at the actual usage rate or cost. Billings based on actual

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usage rate or costs shall be supported by transaction reports and underlying detail shall be made available, upon request of ESD112. The usage rate fee schedule is below, which may be adjusted with thirty (30) days prior written notice.

Technology Support Fee	\$3,882/annual
Photocopies / Print Shop	.05 per page for B/W .15 per page for Color
Travel Reimbursement	At State per diem rates

iv. **Administrative Fees.** All expenses shall be subject to 4.5% administrative fee.

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

**V. 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.