



ESD112 (LANDLORD)

Educational Service District No. 112
2500 NE 65th Avenue
Vancouver WA 98661

NWESD 189 (Tenant)

Northwest Educational Service District No. 189
1601 R Avenue
Anacortes WA 98221

Location / Space Description	Contract Term	Fee
Location: 2500 NE 65 th Avenue Vancouver WA 98661 Description: Approximately 80 square feet of office space, which includes reasonable access to common areas at the location	This term shall not exceed one year	Rental Rate: \$460 per month
	Start Date: September 1, 2024	Other expenses at actual cost: Exhibit A Section II.b
	End Date: August 31, 2025	

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

NORTHWEST EDUCATIONAL SERVICE DISTRICT NO. 189

Authorized Signature: 
Ismael Vivanco (Aug 28, 2024 13:32 PDT)

Date: Aug 28, 2024

EDUCATIONAL SERVICE DISTRICT NO 112

Authorized Signature: 
Tim Merlino (Aug 28, 2024 13:36 PDT)

Date: Aug 28, 2024

AGREEMENT CONTACTS

ESD112	TENANT
Site / Operations Contact	
Name: Gavin Hottman	Name: Lisa Matthews
Title: Assistant Superintendent	Title: Assistant Superintendent
Phone: 360.952.3521	Phone: 360.299.4026
Email: gavin.hottman@esd112.org	Email: lmatthews@nwesd.org
Billing	
Name: Tyler Wright	Name: Joanie Ritchey
Phone: 360.952.3477	Phone: 360.299.4718
Email: tyler.wright@esd112.org	Email: jritchey@nwesd.org
Signature Authority & Notice	
Name: Tim Merlino	Name: Ismael Vivanco
Title: Superintendent	Title: Superintendent
Phone: 360.750.7500	Phone: 360.299.4003
Email: tim.merlino@esd112.org	Email: ivivanco@nwesd.org

**EXHIBIT A
 TERMS & CONDITIONS**

I. AUTHORITY

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

II. FINANCE

- a. **Invoices and Payments.** The Tenant shall pay the monthly rental fee at the beginning of each month upon submission of properly executed vouchers for payment. Any and all payments provided for herein, when made to ESD112 by the Tenant, shall release the Tenant from any obligation therefore to any other party or assignee.
 - i. Rental fees shall be as follows for the term of the agreement, unless otherwise amended by mutual agreement.

Occupancy Fee Item	Monthly Fee
Space Rental Fee	\$335.00
Technology Fee: Internet Access	\$125.00
TOTAL MONTHLY FEE	\$460.00
TOTAL OCCUPANCY FEE, TERM OF AGREEMENT	\$5,520.00

- ii. The Tenant shall pay for photocopy services at actual usage rate, to be billed within thirty (30) days of the end of the month the expenditure is incurred. Fee schedule is below, which may be adjusted with thirty (30) days prior written notice:

Photocopies	.065 per page
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- b. **Expenses.** During the term of this Rental Agreement, ESD112 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.
- 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 ESD112 neglects and/or refuses to restore said premises to their former condition, then the Tenant may terminate this Rental Agreement and shall be reimbursed for any unearned rent that has been paid to ESD112. 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 the Tenant 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.

III. PROPERTY

- a. **Use.** The premises shall be used by the Tenant for the purposes of general office space.
- b. **Maintenance and Repair.** ESD112 shall maintain the premises in good repair and tenantable condition during the continuance of this Rental Agreement, except in case of damage arising from the act of negligence of the Tenant's clients, agents, or employees. For the purposes of maintenance and repair, ESD112 reserves the right at reasonable

times to enter and inspect the premises and to do any necessary maintenance and repairs to the building. ESD112's maintenance and repair obligations under Section II.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.** The Tenant shall have the right during the existence of this Rental Agreement, with the written permission of ESD112 (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 the Tenant and may be removed therefrom by the Tenant upon the termination of this Rental Agreement. Any damage caused by the removal of any of the above items shall be repaired by the Tenant at their cost.
- d. **Prevailing Wage.** ESD112 agrees to pay the prevailing rate of wage to all workers, laborers, or mechanics employed in the performance of any part of this Rental 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 Rental 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 Rental Agreement as though fully set forth herein.
- e. **Hazardous Substances.** ESD112 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. ESD112 shall indemnify and hold harmless the Tenant 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 the Tenant.
- f. Neither party is acquiring real property under this Rental Agreement. Any personal property that is acquired shall be owned and retained by the party that pays for the personal property.

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

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

VI. GENERAL PROVISIONS

a. Agreement Terms.

- i. **Whole Agreement.** The parties acknowledge that they have read and understand this Rental Agreement. The parties further agree that this Rental Agreement constitutes the entire agreement between the parties and supersedes all communications, written or oral, related to the subject matter of this Rental Agreement.
- ii. **Waiver.** No provision of this Rental 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 Rental Agreement taken as a whole.

- iv. Severability.** If any term or condition of this Rental Agreement or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other terms, conditions, or applications of the Rental Agreement which can be given effect without the invalid term, condition, or application; to this end, the terms and conditions of this Rental Agreement are declared severable.
- v. Amendment.** Any amendment or modification of this Rental Agreement must be in writing and signed by both Parties.
- b. Compliance with State and Federal Laws.** This Rental Agreement shall be governed by the laws of the State of Washington. ESD112 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 Rental Agreement.
- e. Non-Discrimination.** Per the requirements of state, local and federal laws, including 13 CFR 145, ESD112 and the Tenant 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 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.