



INTER-AGENCY AGREEMENT

Between

Fife School District No. 417
5802 20th Street East
Tacoma, WA 98424

And

Educational Service District No. 112
(Through its Construction Services Group)
2500 NE 65th Avenue
Vancouver, WA 98661-6812

1. **Purpose.** This Agreement between Educational Service District No. 112 (ESD) and the Fife School District No. 417 (District) for the services as specified herein and as mutually deemed acceptable for the Surprise Lake Middle School Project.
2. **Term.** The term for the Agreement shall be from December 18, 2018 to December 31, 2020. Should the needs of the District for FFE services extend beyond December 31, 2020, the District and the ESD will negotiate a fixed fee for those services requested.
3. **Organization and Governance.** The parties agree the ESD is authorized as the legal and administrative entity to govern and direct the operation of this Agreement and the parties' obligations hereunder in accordance with the terms of this Agreement and the ESD's adopted policies and procedures.
4. **Scope of Work of the ESD.**

Provide FFE Services per Attachment A.
5. **Responsibilities of the District.**
 - 5.1 The District shall compensate the ESD 112:
 - 5.1.1 For the time of ESD 112 staff on a fixed-fee basis, inclusive of all travel and all other material costs, not-to-exceed \$51,250 without prior written approval of the District.

6. **Assignment.** Neither this Agreement nor any interest therein may be assigned by either party without the prior written consent of the other party.
7. **Mutual Termination.** This Agreement may be terminated by either party with thirty (30) calendar day notification. The District will pay all charges incurred under Section 5 up to date of termination.
8. **Employment Representation**
During the term of this contract, an employee(s) of the ESD may have contact with public school children. Therefore, the ESD is prohibited from employing any person who has pled guilty or been convicted of any felony crime involving the physical neglect, injury, death or sexual abuse or exploitation of a minor. Failure of the ESD to comply with this section shall be grounds for immediate termination of this contract.
9. **Indemnification.**
 - 9.1. **ESD.** The ESD agrees to protect, defend, indemnify and hold the District, its officers, agents and employees harmless from any and all claims and losses for bodily injury, including death, and/or property damage to the extent such claims or losses arise or result from the ESD's negligent performance under this Agreement.
 - 9.2. **District.** The District agrees to protect, defend, indemnify and hold the ESD, its officers, agents and employees harmless from any and all claims and losses for bodily injury, including death, and/or property damage to the extent such claims or losses arise or result from the District's negligent performance under this Agreement.
10. **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.
11. **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.
12. **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 Pierce County, Washington.
13. **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.
14. **Attorneys Fees and Costs.** In the event litigation arises out of this Agreement, each party shall pay their respective attorney fees and costs.

15. **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.
16. **Opportunity without Discrimination.** The ESD and the District agree to comply with all applicable state and federal rules and regulations which prohibit discrimination on the basis of race, color, creed, religion, national origin, age, sex, marital status, or the presence of any sensory, mental or physical disability. Inquiries regarding compliance and/or grievance procedures for the ESD may be directed to the ESD at its address above.
17. **Authority.** The terms and conditions of this Agreement to which the parties agree are being entered into by appropriate resolutions of the respective boards of directors of the ESD and the District.

IN WITNESS WHEREOF, the District and the ESD have executed this Agreement on the date and year indicated below.

FIFE SCHOOL DISTRICT NO. 417

By:  Date: 12-18-18

EDUCATIONAL SERVICE DISTRICT NO. 112

By:  Date: 1/9/19
Tim Merlino, Superintendent

PLEASE SIGN, DATE, AND RETURN TWO COPIES OF THIS AGREEMENT TO:

Educational Service District 112
Attention: Leah Scouller
leah.scouller@esd112.org
Voice: 360.949.1977
2500 NE 65 Avenue
Vancouver, WA 98661

One Executed Copy of the Agreement will be returned to the District.



ATTACHMENT A

Surprise Lake Middle School Project

For purposes of this Agreement, FFE is strictly defined as all free-standing or mobile furniture for building interior spaces and limited outdoor furniture including:

- Chairs & Stools
- Desks
- Tables
- File Cabinets
- Classroom Bookcases
- Mobile White Boards
- Teacher Learning Centers
- Podiums
- Music stands, music chairs, performance risers, and free standing storage
- Health room furniture and changing tables
- Specialty Tables (Art, Sciences, Shop, Cafeteria, etc.)

Programming / Pre Design

1. Meet with District leaders to validate FFE needs for the new school. Identify the final district decision maker and facilitate the work of the project "furniture steering committee" or similar.
2. Validate the Project FF&E budget, verify all purchasing contracts available to the District, and identify all current District procurement policies and protocols.
3. Meet with "furniture steering committee" and verify all furniture locations and type of new furniture required to meet the project needs.

Schematic Design

1. Architect to prepare general furniture/room space layouts based on educational program/specification information and will providing base floor plan drawings to CSG in AutoCAD format.
2. Review and select the limited number of furniture type and style/options based the District's purchasing agreements, which will be the most cost-effective option.
3. Prepare a detailed preliminary furniture budget.

Design Development

1. Architect to provide the general furniture layouts with data & electrical service receptacles indicated (ceiling-mounted, floor mounted and/or wall mounted).
2. Assist with furniture samples for the districts review. Coordinate with selected furniture vendors to exhibit sample classroom furniture. CSG to facilitate delivery and installation for school district staff evaluation.
3. Finalize furniture space planning and furniture options with District leadership.
4. Architect will select furniture finishes and fabric based upon District-approved furniture selections from Item No. 3.

Finalize Documentation for Furniture Procurement by the School District

1. Prepare detailed specifications of all furniture and review with School District leadership for final approval. CSG will solicit cost quotations to validate the FFE project budget.
2. The District's Business office will issue all Purchase Orders using the District's Purchasing Agreements.
3. Prepare final furniture layouts based on final furniture selections on most current Architect's AUTOCAD drawings.
4. Results of vendor cost quotations and final furniture types/options selected are shared with the Architect for their use and information.



ATTACHMENT A

Furniture Installation

1. Work collaboratively with the CSG CM/PM Team to coordinate with the building construction schedule to maximize the efficient and cost-effective delivery and installation of furniture.
2. CSG FFE PM will be on-site to provide proactive supervision of furniture installations.
3. Coordinate final walk-through, prepare final punch list of the furniture Installations, all follow up with vendors due to shipping or material product damage or defects.
4. Project closeout documentation provided to the District including but not limited to product information, maintenance instructions, and warranty information; as well as various vendor and manufacturer contact information to allow the District a record of all furniture purchased and installed.