Resolution No. 960

Interlocal Agreement with ESD #112
for Services Related to School Facilities and Operations

WHEREAS, these School Districts are organized and exist under and by virtue of the laws of the State of Washington. Each of the districts are also public agencies, as that term is defined by RCW 39.34.020, and

WHEREAS, school districts in the State of Washington are authorized by RCW 28A.320 and RCW 39.34, to enter into cooperative agreements for the purchase of various supplies and services; and

WHEREAS, the Districts desire to reduce their respective costs in purchasing supplies, services, equipment, and commodity processing, storage and transportation services for use in the school districts; and

WHEREAS, the District recognizes and finds that this Agreement will permit the District to make the most efficient use of their powers by enabling them to cooperate with each other on a basis of mutual advantage and that it is in each of their best interests to cooperate and join in certain purchasing activities;

THEREFORE, BE IT RESOLVED: that the superintendent of the Enumclaw School District is authorized and directed to enter into a contract with the ESD #112.

The Board hereby approves the agreement with the ESD #112 attached hereto as Exhibit A, to be effective February 28, 2011.

ADOPTED by the Board of Directors of Enumclaw School District, King County, Washington at a regular open public meeting held on February 28, 2011.

BOARD OF DIRECTORS
ENUMCLAW SCHOOL DISTRICT #216

ATTEST:

Secretary, Board of Directors
INTERLOCAL AGREEMENT

For

INSTRUCTIONAL TECHNOLOGY UPGRADE PROGRAM (ITUP) PROJECT MANAGEMENT SERVICES

Between

EDUCATIONAL SERVICE DISTRICT 112
2500 NE 65th Avenue
Vancouver, WA 98661

And

ENUMCLAW SCHOOL DISTRICT NO. 216
2929 MCDougALL AVE
ENUMCLAW, WA 98022

Educational Service District 112 (the ESD) and Enumclaw School District No. 216 (the District) are entering into this Interlocal Agreement for INSTRUCTIONAL TECHNOLOGY UPGRADE PROGRAM (ITUP) PROJECT MANAGEMENT SERVICES (Agreement). A separate legal entity is not being created.

I. PURPOSE

The District is contracting with the ESD for Project Management Services to assist the District with the development, delivery and management of design and construction activities implementing the levy-funded ITUP. Acting under the direction and oversight of District Administrators, ESD Construction Services Group (CSG) staff will advance the ITUP program in phases as funding is available, and according to a District defined schedule and specific direction. Exhibit 1-1 to this agreement defines Phase 1 Scope, defined as ELECTRICAL INFRASTRUCTURE. Subsequent Exhibits shall be developed and attached to this agreement, once properly endorsed and approved by District and CSG staff, to define later phases.

II. TERM AND TIME IS OF THE ESSENCE

This Agreement shall be effective on the latest date of execution, and continue until March 1, 2012, or as extended by mutual written memorandum of extension, unless earlier terminated. Time is of the essence under this agreement. The District will rely upon a mutually developed and agreed Project Master Schedule for ESD timely performance to major milestones of the scope defined in the scope of work exhibit(s) to this Interlocal Agreement. The first draft of this schedule will be offered by CSG within five business days following execution of this agreement. The parties will collaborate on the further evolution of that schedule, and agree on its final form and detail not later than five business days after CSG initial submittal, which will then become the final Project Master Schedule to which CSG will perform, as agreed or amended. The current Project Master Schedule shall be incorporated herein by reference.

III. FINANCE, BUDGET AND PROPERTY

A. The Project Management services will be paid for by the District, and provided by The ESD. The ESD will bill the District on a monthly basis in accordance with Exhibit 1-1 (attached) and approved successors thereto. The fee for these services is calculated as follows:

1. Project Management at $95.00 per billable hour. CAD drafter at $65.00 per billable hour, if required.
2. Reimbursement of customary travel expenses, and drawing and document scanning or reproduction fees will be in accordance with ESD policy and rates which may be adjusted from time to time, advance estimates of any such expenses in excess of $100 per invoice will be provided to The District.
3. The hourly fees includes incidental copies, phone and fax services, and consumable office supplies.
This agreement may not be assigned by either party without prior written consent of the other party.

D. WHOLE AGREEMENT
The parties acknowledge that they have read and understand this Agreement including any supplements or attachments thereto, and do agree thereto in every particular. The parties further agree that this Agreement, together with all appendices, constitutes the entire agreement between the parties and supersedes all communications, written or oral, heretofore related to the subject matter of this Agreement. This Agreement may be modified or amended with the mutual consent of the parties.

E. APPLICABLE LAW AND VENUE
This Agreement shall be governed by the laws of the State of Washington. Venue for any legal action or proceeding arising out of or in any way related to this Agreement shall be in Clark County, Washington.

F. WAIVER AND SEVERABILITY
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. 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.

G. NON DISCRIMINATION
Both parties agree to comply with all laws that prohibit discrimination on the basis of race, creed, color, religion, national origin, age, sex, marital status, sexual orientation, honorably discharged veteran or military status, physical, sensory or mental disabilities, or use of a trained guide dog or service animal.

F. NOTICE
Whenever notice is required under this Agreement, it shall be provided by emailing and mailing the notice to the following:

ENUMCLAW SCHOOL DISTRICT
Superintendent
2929 McDougall Ave.
Enumclaw, WA 98022
Chad_Marlow@enumclaw.wednet.edu

ESD 112
Construction Services Group
2500 NE 65th Avenue
Vancouver, WA 98661
jay.garthwaite@esd112.org

Notice shall be deemed effective upon the earlier of actual receipt or three (3) days after notice is deposited in the United State Mail, postage prepaid.

EDUCATIONAL SERVICE DISTRICT 112
Superintendent or Designee
Date

ENUMCLAW SCHOOL DISTRICT
Superintendent or Designee
Date