

INTER-AGENCY AGREEMENT FOR

Space Re-Use and Improvement Planning

Between

**Construction Services Group
(A Program of Educational Service District No. 112)
2500 NE 65th Avenue
Vancouver, WA 98661-6812**

And

**Woodland School District
800 Third Street
Woodland, WA 98674**

1. **Purpose.** This Agreement between Educational Service District No. 112 (“ESD”) and Woodland School District (the “District”) for the services as specified herein and as mutually deemed acceptable.
2. **Term.**
 - 2.1. **Initial Term.** The initial term for the Agreement shall be from September 3, 2013 to December 31, 2013.
 - 2.2. **Renewal.** The District may renew this Agreement at its convenience.
3. **Organization and Governance.** The parties agree 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. **Responsibilities of the ESD.**
 - 4.1 The ESD agrees to provide for the following services:
 - 4.1.1 Refer to **Exhibit “A”** attached to this agreement for project understanding and scope of work.
 - 4.1 ESD 112 will invoice the District monthly based on percentage of completion of the work.
5. **Responsibilities of the District.**
 - 5.1 The District shall pay ESD 112 as follows:

- 5.1.1 **\$38,551.00**, inclusive of expenses related to travel.
- 5.1.2 Expenses: Owner-authorized printing and reproduction of materials for District group meetings, at cost plus 9%.
- 5.2 Should any services beyond the scope of this agreement be requested by the District or required of the ESD, the ESD and the District will negotiate an amount to be included in a contract addendum.
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 mutual agreement by the parties and thirty (30) day notification.
8. **Unilateral Termination by District.**
- 8.1. **Definition.** A “unilateral termination by the District” is a withdrawal from or termination of the Agreement prior to the expiration of the initial or any renewal term.
- 8.2. **Termination Costs.** By entering into this Agreement, the District acknowledges that it is participating in a fee for services program with the ESD and that its withdrawal from or termination of this Agreement prior to the expiration of the then ongoing term is likely to result in material adverse financial consequences for the ESD. As a result, in the event of unilateral termination by the District, the District shall pay all reasonable costs incurred by ESD in its act of prematurely terminating its services to the District.
9. **Termination by ESD.**
- 9.1. **Breach by District.** In the event the District fails or neglects to pay or perform according to the terms of this Agreement, the ESD may terminate this Agreement upon thirty (30) days written notice to the District & the District shall be responsible for payment of all costs as described in Section 8 above.
10. **Termination for Breach**
If either party fails to comply with the terms and conditions of this agreement, the other party, upon 30 days prior written notice to the breaching party, may terminate this agreement with no continuing financial liability to the non-breaching party.
11. **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.

- 12. Indemnification.**
- 12.1. 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.
- 12.2. 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.
- 13. 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.
- 14. 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.
- 15. 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 Clark County, Washington.
- 16. 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.
- 17. Attorneys Fees and Costs.** In the event litigation arises out of this Agreement, the losing party agrees to pay the prevailing party's attorney fees incident to said litigation, together with all costs and expenses incurred in connection with such action, whether incurred in trial court or on appeal.
- 18. 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.
- 19. 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.

20. **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.

EDUCATIONAL SERVICE DISTRICT NO. 112

By: _____ Date: _____

WOODLAND SCHOOL DISTRICT

By: _____ Date: _____

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

Internal Accounting
Educational Service District 112
2500 NE 65th Avenue
Vancouver WA 98661-6812

A countersigned copy will be returned to you.

Exhibit "A"
Woodland School District
Project Understanding and Work Plan
Space Reuse and Improvement Planning

Project Understanding

Grades 9-12 will leave the existing Woodland high school and occupy the new Woodland high school in the fall of 2015. This will provide the District an opportunity to adjust its education plan, grade level configuration, location of students, and space utilization in grades K-8. The outcome of these adjustments may impact the physical layout and building systems in the existing primary school (59,296 sf), Yale elementary (8,703 sf), intermediate school (54,718 sf), middle school (47,699sf), high school (82,310 sf), as well as the disposition of existing portable classrooms. The work proposed in this scope is intended to guide the District through a process that culminates in appropriate assignment of existing building spaces, and an itemization of needed physical improvements, that complement educational programs into the future.

Work Plan

1. Project Start

Purpose: To create a shared understanding of the project and how it will meet the District's objectives.

- A. Establish working relationships, review the work plan.
- B. Make logistical arrangements for the project.
- C. Set up a communications protocol.
- D. Review the handling and storage of project work products.
- E. Obtain from the District background materials relevant to the work.
- F. Revise original work plan, and make final contract arrangements.

2. Identify District's Current and Projected Educational Programs

Purpose: To ensure that the current and anticipated educational programs of the School District drive the space planning process.

- A. Meet with appropriate District staff to review the current and projected programs and their impact on facility needs.
- B. Create a facility space needs tabulation ("space tables") based on current and projected programs and services.

3. Review Enrollment Projections

Purpose: To agree on future enrollment estimates and compare them to current and projected building capacities.

- A. Collect enrollment histories from District personnel.
- B. Review current enrollment projection studies and methodologies utilized.

4. Calculate Accurate Building Capacities

Purpose: To determine the extent to which existing facilities are able to house current and projected programs.

- A. Gather information on class schedules and the use of school facilities for afterschool activities.
- B. Meet with District staff and review existing capacity formula(s) and attendance boundaries.
- C. Apply the “instructional space model” capacity formula to each school to address:
 - Student/teacher ratios.
 - Special or “pull-out” programs such as art, music, and PE.
 - Special classrooms such as handicapped education, Title 1, and pre-school.
 - Core facilities such gyms and cafeterias.
- D. Calculate and document capacity of impacted schools.
- E. Based on enrollment projections and calculated capacities, determine if there is sufficient capacity to meet enrollment needs, additional school space is required, or excess space is present.

5. Conduct Facility Assessments

Purpose: To gain accurate building assessment information including physical condition, functional adequacy, and site condition.

- A. Review existing facility condition data from the 2011 Study and Survey.
- B. Conduct assessment evaluations. The evaluations shall:
 - Update the physical condition of each school building by way of a walk through.
 - Assess the educational adequacy of each building.
 - Assess the physical condition and educational adequacy of each school site

6. Develop Space Use and Improvement Options

Purpose: To determine the best space use and physical improvement plan

- A. Utilizing the information from the prior tasks, prepare “options” for space use and physical improvements.
- B. Prepare diagrammatic floor plans
- C. Prepare pros and cons for each option.
- D. Prepare cost estimates for each option.
- E. Select the option that best addresses the needs of the District.

7. Finalize Space Use and Improvement Plan

Purpose: To determine a final space use and improvement plan

- A. Work with the District to prepare a draft preferred space use and improvement plan.
- B. Gather feedback on draft plan.

C. Revise drafts as appropriate and prepare final space use and improvement plan.