



**INTER-AGENCY AGREEMENT  
For Fife New Elementary School FF&E Services**

**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 New Elementary School Fixtures, Furniture and Equipment (FF&E) service delivery project.
2. **Term.** The term for the Agreement shall be from April 1, 2020 to August 31, 2021. Should the needs of the District for FFE services extend beyond August 31, 2021, 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 New Elementary School FF&E Services per attached 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 \$52,500 (as per Attachment B) 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: 4.16.2020

EDUCATIONAL SERVICE DISTRICT NO. 112

By: 

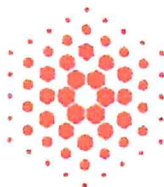
Tim Merlino, Superintendent

Date: 4/17/2020

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

Educational Service District 112  
Attention: Rene Sundby  
[Rene.Sundby@esd112.org](mailto:Rene.Sundby@esd112.org)  
Voice: 360.952.3611  
2500 NE 65<sup>th</sup> Ave  
Vancouver, WA 98661-6812

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



CONSTRUCTION  
SERVICES GROUP

## ATTACHMENT "A" Fife School District – New Elementary School

For purposes of this Agreement, FFE is defined as all free-standing or mobile furniture for building interior spaces as well as limited outdoor furniture.

May include:

- Chairs & Stools
- Soft Seating
- Desks
- Tables
- File Cabinets
- Classroom Bookcases
- Mobile White Boards
- Teacher Learning Centers
- Podiums
- Music stands, Music Chairs, Performance Risers, and Free Standing Instrument/Music Storage
- Health room furniture, changing tables
- Specialty Tables and Furnishings (Art, Sciences, Shop, Cafeteria, etc.)
- Mobile Storage Shelving
- Free Standing Appliances
- Reception Area Furnishings and Displays
- Administration Areas, Staff Rooms and Conference Room Furniture

### 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 furniture steering committee or similar district designated team.
2. Validate the project FF&E budget, verify all purchasing contracts available to the District, and identify current District procurement policies and protocols.
3. Meet with district designated team and verify furniture locations and type of new furniture required to meet the project needs.

### Schematic Design

1. Review and work from Architect provided AutoCAD formatted drawings of general furniture/room space layouts based on educational program/specification information and base floor plan drawings.
2. Review and select the limited number of furniture type and style options based on available District purchasing agreements, ensuring legal compliance and maintaining the project FF&E budget integrity.
3. Prepare a detailed preliminary furniture budget.

### Design Development

1. Review and work from Architect provided general furniture layouts with data and electrical service receptacles indicated (ceiling, floor and/or wall mounted).
2. Upon request by district, coordinate furniture samples for district review - work with selected furniture vendors to obtain sample furniture for "pilot" classrooms; facilitate delivery and installation for district staff evaluation.
4. Finalize furniture space planning and furniture options with District designated leadership team.
5. Consult with Architectural design team, who will select furniture finishes and fabric based upon their color scheme and the District furniture selections.

### 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. Provide all backup necessary for District Business office to issue purchase orders from purchasing contracts and quotes.
3. Prepare furniture layouts, based on the final furniture selections on the most current architect-provided AutoCAD drawings.
4. Share results of vendor cost quotations and final furniture types/options with architect for their use and information.

### **Furniture Installation**

1. Work Collaboratively with the CSG Project Management Team to coordinate furniture installation with the building construction schedule, maximizing process efficiency and cost control.
2. Provide vendors/installers with maps and room numbers where they should install their products.
3. On-site proactive supervision of furniture installations.
4. Coordinate final walk-through, prepare final punch list of the furniture Installations, initiate all follow up with vendors regarding shipping or material product damage or defects.
5. Provide comprehensive project closeout documentation to the District to ensure that they have a record of all furniture purchased and installed. Product information includes photo clips, room of initial installation, maintenance instructions, warranty information, quotes and various vendor and manufacturer contact information.

ATTACHMENT B - FF&E Services

3/31/2020

FIFE SCHOOL DISTRICT - New Elementary School

Capital Facilities/Bond Program

Fee Structure for CSG/ESD 112 Furniture, Fixtures and Equipment (FF&E) Contractual Services

Project	GCCM Model	Additional Services	
	Square Footage Bond Program March 2019	Cost per Sq/Ft	FF&E Services
#0816 Fife New Elementary School	105,000	\$0.50	\$ 52,500

**School District Authorized Signature**

By: 

4/16/2020

Date

Title: Asst. Supt Business Services

**Educational Service District 112 Signature**

By: 

4/17/2020

Date

Tim Merlino, Superintendent Educational  
Service District 112