

SUPPORT SERVICES CONTRACT (Time and Materials)

THIS CONTRACT is made and entered into as of this 1st day of July, 2016, by and between the **MIDDLEBURG COMMUNITY CHARTER SCHOOL (MCCS)**, a non-stock, not-for-profit corporation in the Commonwealth of Virginia, having an address of 101 Madison Street, Middleburg, Virginia 20118 (hereinafter referred to as "MCCS"), and the **LOUDOUN COUNTY SCHOOL BOARD**, a school board and political subdivision of the Commonwealth of Virginia, having its address of 21000 Education Court, Ashburn, Virginia 20148 (hereinafter referred to as "School Board").

WITNESSETH:

WHEREAS, the Lessor and the Lessee have entered into a Lease of even date for the purpose of leasing the former Middleburg Elementary School property at 101 Madison Street, Middleburg, Virginia 20118 to house the Middleburg Community Charter School; and

WHEREAS, MCCS is in need of certain support services and desires to secure those services from the School Board at the MCCS location of 101 Madison Street, Middleburg, Virginia 20118.

NOW, THEREFORE, the parties mutually agree as follows:

1. **Recitals:** The above recitals are incorporated herein as if fully re-written.
2. **Term:** The term of this time and materials contract shall be from July 1, 2016, to June 30, 2017.
3. **Price:** MCCS may call in a request for one or more of the services listed in the attached **Exhibit 1 which is incorporated herein as if fully re-written**. MCCS will be responsible on a time and material basis for costs. MCCS will be invoiced quarterly for the costs of needed parts and the hourly rate associated with each service as stated in **Exhibit 1**. Remittance shall be made within (30) thirty days of invoice. If payment is not made within this time period, the School Board may deduct the amount owed from any outstanding payments owed to MCCS. Charges shall be by the quarter hour and will include one-way travel from the assigned personnel's location to MCCS. This liability survives this contract and shall continue to be a liability of MCCS until satisfied.
4. **Notification:** After MCCS places a call for service, MCCS will be consulted after the call has been diagnosed but prior to the commencement of repairs if the work is projected to exceed \$1,000 or unless the situation is deemed a health or safety emergency by the responding LCPS personnel. In the case of a health or safety emergency, LCPS will make a reasonable effort in the circumstances to stabilize the situation and, if reasonably possible, notify MCCS of the needed repairs.

5. Arrearages: The parties desire and do hereby resolve differences between them regarding the payment for past support services rendered by the School Board to MCCS as follows: as follows:

- a. For support services and parts rendered during the period of January 1, 2016, through June 30, 2016, the School Board will invoice MCCS in July 2016 and full payment shall be remitted not later than September 30, 2016.
- b. For support services and parts rendered during the period of July 1, 2014, through December 31, 2015, MCCS shall remit the sum of \$29,922.41 in 12 equal installments and such shall be deducted in 12 equal quarterly deductions from any funds owed to MCCS under the Charter School Agreement.
- c. This obligation and liability of MCCS shall survive the contract, the lease and the Charter School Agreement between the parties until satisfied in full.

OTHER TERMS AND CONDITIONS.

6. Waiver of Jury Trial: It is mutually agreed by the parties that they hereby waive trial by jury in any action, proceeding or counter-claim brought by either of the parties hereto against the other on any matter whatsoever arising out of or in any way connected with this contract.

7. Merger, Conflicts and Amendments: This contract merges all understandings, representation and agreements between the parties hereto with respect to this contract and this contract shall not be changed or modified in any manner except by an instrument in writing executed by the parties hereto.

8. Law: This contract shall be construed and interpreted under the laws of the Commonwealth of Virginia without regard to conflicts of laws statutes. Any claim, proceeding, lawsuit or action shall be brought exclusively in the state courts of Loudoun County, Virginia.

9. Interpretation: This contract shall be construed fairly as to both parties and not in favor of or against either party, regardless of which party prepared the Lease or any particular provision herein.

10. Severability: If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

11. Remedies: In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the

defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 30 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

12. Assignment: Neither party may assign or transfer this Contract without the prior written consent of the non-assigning party.

[Faint handwritten signatures and dates are visible in the background.]
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this contract as the date first set forth above.

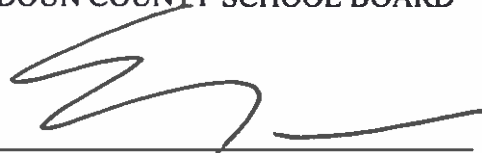
SO AGREED:

Approved as to form:

ACCEPTED AND AGREED BY AND FOR THE
LOUDOUN COUNTY SCHOOL BOARD



Stephen L. DeVita, Division Counsel


By: _____
Name: Eric Hornberger
Title: Chairman
Date: 7/12/16

SO AGREED:

ACCEPTED AND AGREED BY AND FOR THE
MIDDLEBURG COMMUNITY CHARTER
SCHOOL CHARTER SCHOOL



By: _____ (SEAL)
Name: Robert P. Liscouski
Title: President
Date: 8 July 2016

EXHIBIT 1

SERVICE AND PRICE LIST

Rates of Services Offered by LCPS Support Services			
Service Menu	Description of Service		LCPS Rate* (Specified below and billed at time of services unless otherwise noted)
Building Maintenance	Work requested on an as need basis as well as preventative maintenance. FY15 detailed itemized work request report previously provided.		LABOR RATE - \$37.75/hr. (including one-way travel and invoiced at .25 hour increments) PARTS and MATERIALS - parts and materials at LCPS' actual cost to be invoiced to MCCC
LCPS-Contracted Vendor Service Contracts	SUPPLIER NAME	REQUESTED DESCRIPTION	MCCC REIMBURSES LCPS FOR ACTUAL VENDOR CHARGES.
	American Boiler	Boiler Cleaning/Combustion Testing	
	Boland	Water Treatment	
	J&P Exhaust	Kitchen Hood Cleaning	
	Guardian Fire Protection	Fire Extinguisher Inspections	
	VSC	Fire Alarm Inspections	
	Tru-Green	Turf Maintenance - Fall Fertilization	
	Home Paramount	Integrated Pest Management	

Trash/Recycling	\$8.98 per dumpster pick-up cost @ 100 pickups total, 50 refuse pickups and 50 recycling pickups per year.	\$449.00 to be invoiced in December and May for total of \$898.00
Safety and Security	<p><u>Areas Covered in Labor Rate and Parts and Materials</u></p> <p>Life safety systems - fire alarm systems - including but not limited to fire alarm equipment, fire alarm hook up, fire alarm inspections, fire alarm maintenance and service</p> <p>Security systems - including but not limited to camera equipment, DVR's, AiPhone, card readers, security systems maintenance and service</p> <p>Communication systems - maintenance and service including Alert Radio</p> <p>Portable Radios - NOT OPTIONAL - Independent FCC licensing and support of portable radios for internal communications must be completed by the Charter</p> <p>Flashing School Signs - Programing of the flashing school signs is done with proprietary software that can be programmed by Safety and Security - Labor Rate for time spent programming will be applicable</p> <p>Patrol Visits - After hours patrol visits check doors and property as well as answer false alarms while the building is closed. Service provided at the Hourly Labor Rate and invoiced in .5/hr. increments for afterhours patrol visit which includes travel.</p>	<p>LABOR RATE - Service provided at the Hourly Rate of \$26.00 and invoiced in .25/hr. increments (including one-way travel)</p> <p>PARTS and MATERIALS - parts and materials will be invoiced at LCPS cost (for aging equipment an estimate of replacement parts and equipment can be produced for review of the charter prior to work proceeding)</p>

***LCPS Labor Rates include salary and benefits**