

**INTER-AGENCY AGREEMENT FOR**

**Pre-Bond Services**

**Between**

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

**And**

**Woodland School District No. 404  
800 Third Street  
Woodland, WA 98674**

1. **Purpose.** This Agreement between Educational Service District No. 112 (“ESD”) and Woodland School District No. 404 (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 November 1, 2009 to **Insert Date.**
  - 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 services described in Exhibit “A”.
5. **Responsibilities of the District.**
  - 5.1 The District shall pay ESD 112 as follows:
    - 5.1.1 A combination of deferred compensation and current compensation as described in Exhibit “A” for services related to preparation for and passage of a capital projects bond.
  - 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 either party with thirty (30) day notification. 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 Clark 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.**

**EDUCATIONAL SERVICE DISTRICT NO. 112**

By: \_\_\_\_\_ Date: \_\_\_\_\_

**WOODLAND SCHOOL DISTRICT NO. 404**

By: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

A countersigned copy will be returned to you.