



**EDUCATIONAL  
SERVICE  
DISTRICT 112**

2500 NE 65 Avenue, Vancouver, WA 98661 | T 360 750 7500 F 360 750 9706 TDD 360 750 7510

**Counties**

Clark  
Cowlitz  
Klickitat  
Pacific  
Skamania  
Wahkiakum

**Board of Directors**

Bill Baumann  
Kenneth Botero  
Ann Campbell  
Richard Graham  
Marilyn Koenninger  
Darlene Stickel  
Steve Wrightson

**Superintendent**

Dr. Twyla G. Barnes

May 27, 2010

Mr. Michael Green  
Woodland School District 404  
800 Third Street  
Woodland, WA 98674-8467

Dear Superintendent Green:

Enclosed is your Agreement for Integrated Delivery Service for the 2010-2011 school year. We anticipate increased utilization of our courier transportation services by Co-Op members and are currently in the process of reviewing our service delivery and refining our best practices to ensure that we will continue to operate the courier service as efficiently as possible.

Thank you for your continued membership and support of the ESD 112 Integrated Delivery Service. Please sign the enclosed contract and a countersigned copy will be returned to you.

Please feel free to contact me should you have any questions or concerns. My direct telephone number is 1.360.750.7510.

Sincerely,

Patrick Bonin, Director  
Specialized Transportation Cooperative

Enclosure

C:file



**EDUCATIONAL  
SERVICE  
DISTRICT 112**

AGREEMENT/CONTRACT NO: 1115-30  
REVENUE CODE: 6824 71 0000 161 0000 0000  
Fiscal Year 2010-2011

**AGREEMENT FOR  
INTEGRATED DELIVERY SERVICES**

**between**

**EDUCATIONAL SERVICE DISTRICT NO. 112  
2500 NE 65th Avenue  
Vancouver, WA 98661-6812**

**and**

**WOODLAND SCHOOL DISTRICT NO. 404  
800 Third Street  
Woodland, WA 98674-8467**

1. **Purpose.** This Agreement between Educational Service District No. 112 (the “ESD”) and Woodland School District No 404 (the “District”) is made for the purpose of providing the District with the Integrated Delivery Services as mutually deemed acceptable to the district.
2. **Term.S**
  - 2.1. **Initial Term.** The initial term for the Agreement shall be from September 1, 2010 to August 31, 2011.
  - 2.2. **Renewal.** Subject to the termination provisions below, this Agreement shall automatically be renewed for the same period each subsequent year (“renewal”) unless the District gives written notice of its election to terminate the Agreement at least one hundred twenty (120) days before the end of the initial term or any renewal term. In the event the District fails to provide notice of election to terminate at least one hundred twenty (120) days before the end of the initial term or any renewal term, then in addition to any other damages required to be paid pursuant to Section 8 below, the District shall be obligated to pay all fees for the renewal term upon invoicing by the ESD.
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. Responsibilities of the ESD.**

- 4.1 PROGRAM--The ESD agrees to deliver and pick-up letters and other qualifying materials to and from the District, ESD 112, and other participating school districts as mutually deemed acceptable to the district. Such services may be subject to change pursuant to written agreement between ESD 112 and the District, but shall include:
- 4.2 The ESD will provide pick-up and delivery service three (3) times each week except when there are hazardous conditions, school closures, holiday schedules in effect, or other interference.
- 4.3 The ESD reserves the right for drivers to refuse to pick-up or deliver materials due to unavailable space in the delivery vehicle; over-size or over-weight of material, or inappropriateness of the shipment.
- 4.4 The ESD will not be held liable for equipment damaged in transport.
  - 4.4.1 Billing will be done by September 30th.
  - 4.4.2 Billing dates will be each year for the fiscal year starting in September.

**5. Responsibilities of the District.**

- 5.1 Identify one or more contacts to be responsible for the IDS mail.
- 5.2 Designate one central pick-up location for the IDS mail except where contracted for more than one pick-up location.
- 5.3 The District shall pay to the ESD the sum of \$4,289.00, which may be subject to annual change.
  - 5.3.1 The ESD's billing to the District will be based on the District's Average Annual Full Time Equivalent (AAFTE) student enrollment for the previous year.
- 5.4 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.

**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. Damages.** By entering into this Agreement, the District acknowledges that it is or may be 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 the unilateral termination by the District, the District shall pay all fees for the remainder of the then ongoing initial term or renewal term in full; fees shall not be prorated for any partial term. The District agrees such amount constitutes liquidated damages and not a penalty and further agrees that those amounts are a reasonable reflection and estimate of damages which will be incurred by the ESD as a result of the District’s unilateral termination.

**8.3. Termination After Renewal.** If this Agreement is renewed and thereafter the District unilaterally terminates this Agreement within the last one hundred twenty days (120) of the ongoing initial term or any renewal term, the District shall also be responsible for all salary and benefit costs related to personnel whose services would have been needed to serve the District had it not unilaterally terminated and who cannot lawfully be terminated (or non-renewed) in a timely manner.

**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 damages as described in Section 8 above.

**9.2 Upon Dissolution of Fee for Services Program.** The ESD reserves the right to dissolve this fee for services program and terminate this Agreement when in the ESD's judgment its participation in this fee for services program does not afford an educational or financial advantage in quality or quantity of services called for in this Agreement. The ESD will give the District 120 days notice of the dissolution of this program. In the event of dissolution of this fee for services program, all assets acquired by the ESD from any monetary source or assets donated and placed in service for this fee for services program during the life of this Agreement shall be and remain the property of the ESD.

**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. Employee 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 the “**District**” to immediately terminate 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 & 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 & 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 laws that prohibit discrimination on the basis of race, creed, color, national origin, age, families with children, sex, marital status, sexual orientation, physical, sensory or mental disabilities, or use of a trained guide dog or service animal. 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 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.