

INTER-AGENCY AGREEMENT FOR

Consulting Services in Support of Structured Cabling Upgrades and Hosted IP Phone 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
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 April 21, 2014 to December 31, 2015.
 - 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 time and materials spent.
5. **Responsibilities of the District.**
 - 5.1 The District shall pay ESD 112 as follows:

- 5.1.1** A sum not to exceed \$60,592 inclusive of expenses related to travel.
- 5.1.2** Expenses: Owner-authorized printing and reproduction of materials for District use, 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"

Structured Cabling Upgrade

Phase 1: Planning & Assessment

Investigation & Assessment of Existing Systems

- Site analysis and field research
- Owner meetings and results conferences

Phase 2: Design Documents

Generate Bid Documents

- Generate design documents
- Generate RFP document
- Owner meetings and design review

Phase 3: Bid Process

Bid Documents and Bid Process

- Consultant pre bid support activities
- Support WPS Bid Process
- Bid review, analysis and recommendations
- Owner meetings and document review

Phase 4: Construction

Project Management

- Construction Project Management (70 Days)
- Construction administration and owner meetings
- Project Close-out

NOTES

- 1 Due to the integrated nature of the cabling project and the VoIP phone systems implementation, some elements of efforts identified for the VoIP scope may need to be advanced to the cabling scope.
- 2 All required testing of cables during this research phase is by others.

District Wide Phone System Replacement, IP PBX or Hosted IP Phone Services

Phase 1: Planning & Assessment

Investigation & Assessment of Existing Systems

- Site prep and research
- Specialty Consultants, VoIP & E-rate
- Owner meetings and results conferences

Phase 2: Design Documents

Generate Bid Documents

- Generate design documents
- Generate RFP document
- Owner meetings and design review

Phase 3: Bid Process

Bid Documents and Bid Process

- Consultant pre bid support activities
- Support WPS Bid Process
- Bid review and award
- Meetings

Phase 4: Construction

Project Management

- Construction Project Management (70 Days)
- Project Close-out
- Meetings

NOTES

- 1 Due to the integrated nature of the cabling project and the VoIP phone systems implementation, some elements of efforts identified for the VoIP scope may need to be advanced to the cabling scope.
- 2 All required testing of cables during this research phase is by others.