



irx, llc | 15722 NE 22nd Ave | Vancouver, WA 98686 | 360.326.8433 | eric@irxproductions.com

**CONSULTATIVE SERVICES AGREEMENT for
Communication Services**

between

**irx, LLC
15722 NE 22nd Ave
Vancouver, WA 98686**

And

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

1. **Purpose.** This Agreement between irx, LLC (irx) and Woodland School District (the District), is entered into for Communications Services.
2. **Term.**
 - 2.1 **Initial Term.** The Initial Term for the Agreement shall be from August 1, 2016 to July 31, 2017.
3. **Parties Obligations.** The parties agree to fulfill the following obligations:
 - 3.1 **Responsibilities of irx, LLC.** irx, LLC will:
 - 3.1.1 Design and implement a communication plan as mutually agreed upon by irx, LLC communications staff and the superintendent.
 - 3.1.2 Coordinate internal and external communication activities as outlined in the agreed upon service package.
 - 3.1.3 Staff commitment as required by agreed on scope of services
 - 3.1.4 Invoice the District for services up to 1,200 hours at \$50.00 per hour for a contract total of \$60,000.00. Billing will be performed via electronic invoicing in monthly installments dependent on number of hours of service provided each month.
 - 3.2 **Responsibilities of the District.** The District will:
 - 3.2.1 Identify a director or immediate supervisor to whom irx, LLC shall be responsible.

- 3.2.2** Pay \$50.00 per hour and mileage for services rendered in 3.1 above, with a maximum number of 700 hours during the terms of the agreement. The terms of agreement begin on August 1, 2016 and end on July 31, 2017. Payments shall be made within thirty days of receipt of the invoice.
- 3.2.3** Discuss any additional services that are needed that are beyond the scope of the Agreement and execute mutually agreed upon amendments to this Agreement. Additional services will be billed at \$50.00 per hour.
- 4** **Assignment.** Neither this Agreement nor any interest therein may be assigned by either party without the prior written consent of the other party.
- 5. Early Termination.**
- 5.1. Early Termination.** This Agreement may be terminated by either party at any time, with or without reason, upon at least 30 days written notice or electronic (via e-mail) notice to the other party.
- 5.2. Payment.** The District agrees to pay irx, LLC in full for any services rendered up to and including the date of termination of the contract within thirty (30) days of receipt of an invoice from irx, LLC.
- 6. Crimes Against Children**
irx, LLC is prohibited from employing any person who will provide services under this Agreement, and who may come into contact with children in a public schools, if the person has plead guilty to or been convicted of a felony crime specified in RCW 28A.400.322. Failure of irx, LLC to comply with this section shall be grounds for immediate termination of this contract.
- 7. Indemnification.**
- 7.1. irx, LLC.** irx, LLC 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 irx, LLC's negligent performance under this Agreement.
- 7.2. The District.** The District agrees to protect, defend, indemnify and hold irx, LLC, 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.
- 8. Force Majeure.** irx, LLC and the District shall not be liable for any failure to perform its obligations in this Agreement, and shall not be liable for the damages in Section 6, if the failure to perform or action that gave rise to damages is a result

of any act of God, riot, war, civil unrest, flood, earthquake, or other cause beyond the District's or irx, LLC's reasonable control, such as changes to federal, state or local laws, but excluding failure caused by a party's financial condition or negligence.

9. **Waiver.** No provision of this Agreement, or the right to receive reasonable performance of any act called for by its terms, including but not limited to the right of a performing party to notify a non-performing party there has been a unilateral early termination, shall be deemed waived by a parties failure to enforce the provision or rights to performance in a particular transaction or occurrence. Any and all waivers shall be in writing and signed by the party waiving the provision or its rights to performance. Any waiver that is not in writing shall not be binding or effective.
10. **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.
11. **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.
12. **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.
13. **Attorneys Fees and Costs.** In the event litigation arises out of this Agreement, each party shall bear its own attorney's fees and costs.
14. **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.
15. **Opportunity Without Discrimination.** Per the requirements of state, local and federal laws, including 13 CFR 145, irx, LLC and the District agree not to discriminate on the basis of race, creed, religion, color, national origin, age, families with children, sex, honorably discharged veteran or military status, marital status, sexual orientation including gender expression or identity, or non-job-related physical, sensory, or mental disabilities, or use of a trained guide dog or service animal.
16. **Exclusion, Debarment and Suspension Certification.** Per the requirements of Executive Order 12-549, irx, LLC and the District certify that neither they, nor

their officers, directors, general managers or persons having primary management or supervisory responsibilities, are on the Excluded Parties List Report (web address: <https://www.sam.gov>) and that they are not presently debarred, suspended, proposed for debarment, or declared ineligible or voluntarily excluded for the award of contracts by any Federal governmental agency or department. irx, LLC and the District shall provide immediate written notice to each other if, at any time during the term of this Agreement, including any renewals hereof, they learn that this certification has become erroneous by reason of changed circumstances.

- 17. Authority.** The terms and conditions of this Agreement to which the parties agree are being entered into by appropriate resolutions or delegation of authority by the respective boards of directors of the District and the operating officers of irx, LLC.

IN WITNESS WHEREOF, the District and irx, LLC have executed this Agreement on the date and year indicated below.

irx, LLC

by: _____ Date: _____

Woodland School District, No. 404

by: _____ Date: _____