



Specialists in School Buildings

**INTERLOCAL AGREEMENT
For
COMMUNITY SURVEY SERVICES**

Between

**EDUCATIONAL SERVICE DISTRICT 112
2500 NE 65th Avenue
Vancouver, WA 98661**

And

**WASHINGTON STATE UNIVERSITY
SOCIAL & ECONOMIC SCIENCES RESEARCH CENTER
P.O. Box 176
PULLMAN, WA 99163**

Educational Service District 112 (the ESD) and Washington State University Social & Economic Sciences Research Center (the RESEARCH CENTER) are entering into this Interlocal Agreement for Implementation and Reporting the results of various Community Surveys. A separate legal entity is not being created.

I. PURPOSE

The partnership between ESD 112 and WSU is created to assist districts as they work to obtain community feedback. WSU's staff will conduct a scientifically valid survey of the district's community members. The information gathered will help the district direct their future planning efforts.

II. TERM

This Agreement shall be effective September 1, 2012, and continue until August 31, 2013 unless terminated in accordance with Section V, or extended in accordance with this Section II.

III. FINANCE, BUDGET AND PROPERTY

- A. Budget.** The RESEARCH CENTER will budget for and pay the costs associated with providing staff and resources necessary to deliver the Community Survey services described in Section IV.A. The ESD will budget for and pay the RESEARCH CENTER the amount owed for Community Survey services, as described in Section III.C. A separate budget for these services is not required.
- B. Invoices.** The RESEARCH CENTER will invoice the ESD for Survey services. The RESEARCH CENTER will invoice the ESD upon completion of individual surveys. The ESD shall pay the invoice within thirty (30) days of receipt.
- C. Invoice/Community Survey Services Fee Amount.** The amount the RESEARCH CENTER will invoice the District for Community Survey services will be determined by both parties when specific survey services are requested. The agreed upon amount will be reflected in a PO prepared by the ESD for the specific services requested.

- D. **Property.** Neither party is acquiring real property. Any personal property that is acquired will be owned and retained by the party that pays for the personal property.

IV. PARTIES' OBLIGATIONS

A. Responsibilities of the RESEARCH CENTER.

- 1. Survey coordination
- 2. Compilation of results provided to ESD 112 (within a reasonable timeframe) after completion of survey
- 3. Invoice ESD 112 for survey cost (PO # will be provided to WSU prior to survey)
- 4. Assistance with question development (where requested)

B. Responsibilities of ESD 112/ CSG:

- 1. Question development
- 2. Provide list of community members phone numbers to WSU (through outside agency)
- 3. Coordination with district & WSU regarding timeline
- 4. Presentation of survey results to District

V. TERMINATION

This Agreement may be terminated upon mutual written agreement of the parties, or in the event either party violates the terms of this Agreement and fails to remedy the violation within fifteen (15) days written notice of the violation and the need to cure the violation or face termination. Upon termination, both parties will retain any personal property they acquired in connection with their obligations under this Agreement.

VI. GENERAL PROVISIONS

A. Indemnification.

- 1. ESD 112 agrees to protect, defend, indemnify and hold the RESEARCH CENTER, its directors, officers, agents and employees harmless from any and all claims and losses that are caused by ESD 112's negligent performance under this Agreement.
- 2. The RESEARCH CENTER agrees to protect, defend, indemnify and hold ESD 112, its directors, officers, agents and employees harmless from any and all claims that arise as a result of the RESEARCH CENTER'S negligent acts or omissions under this Agreement.

- B. **Compliance with Laws.** The RESEARCH CENTER and ESD 112 agree to comply with all applicable federal, state and local laws. The parties also agree not to knowingly employ any person who may have contact with school children at a public school if the employee has pled guilty or been convicted of a felony crime defined in RCW 28A.400.322(2). Failure to comply with this provision shall be grounds for immediate termination of the Agreement.

- C. **Assignment.** This Agreement may not be assigned by either party without prior written consent of the other party.

- D. **Whole Agreement.** The parties acknowledge that they have read and understand this Agreement. The parties further agree that this Agreement constitutes the entire agreement between the parties and supersedes all communications, written or oral, related to the subject matter of this Agreement. This Agreement may be modified or amended upon the mutual written consent of the parties.

- E. **Applicable Laws and Venue.** This Agreement shall be governed by the laws of the State of Washington. Venue for any legal action or proceeding arising out of or in any way related to this Agreement shall be in Clark County, Washington.

- F. **Waiver and Severability.** 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. If any term or 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; to this end, the terms and conditions of this Agreement are declared severable.

- G. **Non-Discrimination.** Both parties agree to comply with all laws that prohibit discrimination on the basis of race, creed, color, religion, national origin, age, sex, marital status, sexual orientation, honorably discharged veteran or military status, physical, sensory or mental disabilities, or use of a trained guide dog or service animal.
- H. **Notice.** Whenever notice is required under this Agreement, it shall be provided by emailing and/or mailing the notice to the following:

WSU – Social and Economic Sciences Research Center
Rose Krebill-Prather, Assistant Director
P.O. Box 644014
Pullman WA 99164-4014
krebill@wsu.edu

ESD 112 - Construction Services Group
Doug Nichols, Director
2500 NE 65th Avenue
Vancouver, WA 98661
doug.nichols@esd112.org

Notice shall be deemed effective upon the earlier of actual receipt or three (3) days after notice is deposited in the United State Mail, postage prepaid.

WSU – Social and Economic Sciences Research Center

EDUCATIONAL SERVICE DISTRICT 112

Director/Designee (Amanda Owen, Contracts Manager)

Superintendent or Designee

Date _____

Date _____

Approved:



8-29-12

Office of Business & Finance

Amanda N. Owen
Contracts Manager
Washington State University

Please sign, date, and return both copies of this Letter of Agreement to Pat Cunningham, ESD 112 - CSG, 2500 NE 65 Avenue, Vancouver, WA 98661. A countersigned copy will be returned to you.