

This Agreement is entered into this 12th day of December, 2012, by and between Sheridan School District (hereinafter "District") and the Willamette Education Service District (hereinafter "WESD"), each acting by and through their respective Boards of Directors, for Project Management services.

RECITALS:

1. District is a governmental entity organized and existing under the laws of the State of Oregon.
2. District seeks to engage in a project known as **Pre-Bond Planning**.
4. WESD is and has on staff certain professionals to assist District with this project.
5. WESD is an Oregon governmental entity organized and existing under the laws of the state of Oregon, specifically ORS Chapter 334.
6. Pursuant to ORS 334.125(4), an education service district may plan and provide various services consistent with its local service plan.
7. Pursuant to ORS 334.125(8), an education service district may additionally contract with public and private entities for service delivery.
8. Pursuant to ORS 334.125(9)(a), an education service district may work cooperatively with component school districts to review and provide to component school districts plans for operations that achieve economies and efficiencies through consolidation of operations.
9. Pursuant to ORS 334.175(9), an education service district may contract with a public or private entity and provide services and facilities, including central purchasing.
10. Pursuant to ORS 334.175(9) and OAR 581-024-0205, an education service district may contract with public or private entities to provide facilities and services by agreement and on a cost-recovery basis to any school district or combination of school districts within the geographic bounds of the education service district.
11. Pursuant to ORS 334.125(4) and ORS 334.185(4) an education service district may contract with school districts that are not component school districts or with other public or private entities to provide services on a reimbursable basis.
12. Sheridan School District is an Oregon public entity, which is either a school district, education service district, or other public entity, which is authorized to enter into intergovernmental agreements.
13. This Agreement is an Oregon intergovernmental agreement subject to the terms of ORS Chapter 190, and specifically ORS Chapter 190.010, et seq.

1. Statement of Work

The work to be performed under this Contract, the quality of performance, and other issues related to the scope and intent of work under this Contract is set out in Attachment A attached hereto and by this reference incorporated herein. Any change in the scope of work, or assignment of extra work shall be in writing.

Neither party shall be entitled to claim damages or compensation for any hindrance or delay in the progress of the work that is beyond the reasonable control of the other party, nor be held responsible for delay or default caused by fire, riot, act of God, or war, which are beyond the parties' reasonable control.

The parties acknowledge that WESD is acting in its capacity as an independent contractor in discharging the contracted work under this agreement. WESD is authorized to enter into subcontracts as it deems appropriate.

2. Term of Contract & Duration of Work

The term of this contract shall be from **December 13, 2012 to November 15, 2013**. The work shall be performed within this time frame as required by the project schedule with the following exception: The preparatory work performed by WESD outside of this stated time frame is integrated into this agreement as authorized work and to be compensated as set forth herein.

3. Consideration

For the work described above, WESD shall be compensated with a fee for service rendered not to exceed **Fifteen Thousand and 00/100, \$15,000.00 plus reimbursable expenses**. The work to be performed is based upon Attachment "A" Scope of Services. WESD shall be entitled to submit requests for partial payment based on the percentage of work completed.

The District certifies that at the time this Contract is executed, sufficient funds are available and authorized for expenditure to finance this Contract within the District's current budget.

4. Indemnification

Each party shall release, indemnify and hold the other party harmless from any claim, loss, suit, or action of whatsoever nature arising out of or resulting from the activities or negligence of, or any condition under the control of, the indemnifying party or its subcontractors, agents, employees, or officers.

5. Termination

This contract may be terminated immediately without cause or statement of cause at any time by mutual consent of both parties, or by either party upon Thirty (30) days written notice to the other party. Any termination hereunder shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

Additionally, each party retains all other rights available to seek legal remedy for breach or default hereon (subject to the restrictions of this Section below). Default shall be any failure to provide or perform any service or exchange of consideration hereunder, which is not cured within Thirty (30) days of written notice of the default. (Prior to resort to any other legal remedy, the parties shall be obligated to participate in good faith mediation of the dispute hereunder.)

6. Miscellaneous

- A. **Amendment & Merger:** Terms of this Contract shall not be waived, altered, modified, supplemented, changed or amended, in any manner whatsoever, except by written instrument signed by both parties. Such waiver, consent, alteration, modification, supplementation, change or amendment shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified in this Contract regarding the agreement of the parties.
- B. **Waiver:** The failure of either party to enforce any provision of this Contract shall not constitute a waiver by that party of that or any other provision.
- C. **Assignment & Successors In Interest:** Neither party may assign or transfer interest in this Contract without the express written consent of the other party or its representative. The provisions and responsibilities of this Contract, however, shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.
- D. **Compliance with Applicable Laws:** The parties hereto agree to comply with all federal, state, county and local laws, ordinances, codes and regulations applicable to this Contract.
- E. **Severability:** If any provision of this Contract is held invalid or unenforceable by any court or the competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Contract. Further, the parties agree that if any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

SHERIDAN SCHOOL DISTRICT
PRE-BOND PLANNING
AGREEMENT FOR PROJECT MANAGEMENT SERVICES

IN WITNESS WHEREOF, and intending to be legally bound, the authorized representatives of the Parties hereto subscribe their names to the terms set forth in this Project Management Fee for Service Agreement.

Willamette Education Service District

Sheridan School District

By: _____
Mike Dunckel

By: _____
AJ Grauer

Title: _____
Business Manager

Title: _____
Superintendent

Date: _____

Date: _____

1. Project Scope Development

Work with District to refine the existing list of projects to a defined Bond Scope of work. This includes one site review and one meeting with the School Board.

2. Develop Project Estimating Strategy

Create a project estimating strategy that will include the projects identified.

3. Estimate Projects

Work with District and others to estimate the cost for the list of projects. This includes up to two meetings with School District stakeholders.

4. Develop Final Project Budget.

5. Pre-Bond Communication

Attend up to two community meetings to explain proposed project scope.

Billing Rates are:

- Director/Senior Project Manager rate is \$105.00/hr
- Project Manager I rate is \$75.00/hr
- Administrative Hourly rate is \$55.00/hr
- Mileage per Federal rate
- Travel reimbursable at direct cost pass through
- Printing and other miscellaneous charges at direct cost pass through

If additional services are needed with Architect and Engineers their contract value is not included in this proposal.