Contract No: 1819-6401-04

CONTRACT

BETWEEN

Northwest Educational Service District 189
(Hereinafter referred to as NWESD)
1601 R Ave, Anacortes, WA 98221
(360) 299-4000 FAX (360) 299-4070
NWESD Account: 6401

AND

Concrete School District
(Hereinafter referred to as Client)
45389 Airport Way #103
Concrete, WA 98237
360-853-4006

In consideration of the promises and conditions contained herein, NWESD and the Client do mutually agree as follows:

I. PURPOSE

The purpose of this Contract is to provide technical assistance to employees of the Client in the area of data communications networks and related components.

II. RESPONSIBILITIES OF NWESD

In accordance with this Contract, the NWESD shall

1. Provide tools, equipment, and training for Client personnel for the timely delivery of preventative, diagnostic, and problem resolution support to information systems which are integral components to the data communications infrastructure (Network).
2. Provide personnel to deliver 4 hours/month on-site support at $100 (one hundred dollars) per hour and 1 hour/month remote support at $90 (ninety dollars) per hour for Network troubleshooting, repair, and other support services related to the Network. It is recognized that this may involve a team approach of NWESD and Client personnel.

III. RESPONSIBILITIES OF CLIENT

In accordance with this Contract, the Client shall provide

1. Designate a primary Client contact that will be authorized to direct NWESD staff and make day-to-day decisions regarding the Client's contracted time.
2. Provide timely, accurate, and complete information when requested by NWESD staff.
3. Provide adequate access to systems and servers that are necessary to complete assigned tasks.

If the Client requests onsite support, the Client also agrees to:

1. Provide services, staff, workspace and access to the Client's data communications infrastructure necessary for NWESD staff to meet the requirements of the Contract.
2. Provide adequate access to Client facilities to perform requested work. Keys and security information may be requested by NWESD if it is determined that that level of access is required.

IV. TERM OF THE CONTRACT

The start date of this Contract is September 1, 2018, and the end date is August 31, 2019. Termination is further specified in the Termination section of this Contract.

V. CONTRACT OBLIGATION

The Client shall pay $5,880 (five thousand, eight hundred and eighty dollars) for the service as set forth in the "Responsibilities of NWESD". This amount includes mileage for onsite visits.

VI. PAYMENT PROVISIONS

All payments to the NWESD shall be conditioned upon:

1. The NWESD timely submits to the Client Fiscal Department satisfactory invoices detailing the services for requested payment.
2. Any date(s) specified herein for payment(s) to the NWESD shall be considered extended as necessary to process and deliver payment. Such extension will not be greater than thirty (30) days following receipt of the appropriate invoices.

VII. CONTRACT MANAGERS:

NWESD Contract Manager		**Client Contract Manager**	
Name:	Kyle Bunker	Name:	Nathaniel Martin
Address:	1601 R Avenue Anacortes WA 98221	Address:	45389 Airport Way #103 Concrete, WA 98237
Phone:	360-299-4061	Phone:	360-853-4006
Fax:	360-299-4004	Fax:	
Email Address:	kbunker@nwesd.org	Email Address:	nmartin@concrete.k12.wa.us

VIII. NONDISCRIMINATION/ANTI-HARASSMENT

In performing its obligations under this contract, the Client shall comply with the NWESD, state and federal guidelines and regulations regarding nondiscrimination and harassment involving any employee/student on the basis of race, color, sex, religion, ancestry, national origin, creed, marital status, age, sexual orientation, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or use of a trained dog or service animal by a person with a disability in employment, services, or any other regards.

IX. GOVERNING LAW/VENUE

The terms of this Contract shall be construed and interpreted in accordance with the laws of the state of Washington, without regard to conflicts of laws principles. In the event that legal action or arbitration is commenced to resolve a dispute related to this Contract, the venue of such action or arbitration shall be in Skagit County, Washington.

X. INDEMNIFICATION/HOLD HARMLESS

The Client indemnifies and shall defend and hold the NWESD, its employees, agents and representatives, harmless from and against all third-party claims, actions, liens, suits or proceedings asserted against the NWESD that are related to the Client's obligations or performance under this Contract. The Client shall timely reimburse the NWESD for all costs, expenses, damages, losses, liabilities or obligations, including reasonable attorney's fees, incurred by the NWESD as a result of such third-party claims, actions, liens, suits or proceedings.

XI. TERMINATION

This Contract may be terminated by the NWESD at any time, without reason, upon written notification thereof to the Client. The notice shall specify the date of termination and shall be conclusively deemed to have been received by the Client as of midnight of the second day following the date of its posting in the United States mail addressed as first noted herein. In the event of termination, the NWESD shall be entitled to an equitable proration of the total compensation provided herein for uncompensated services that have been performed as of the date of termination, and to the reimbursement of expenses incurred as of the date of termination, but solely to the extent such expenses are reimbursable under this Contract.

XII. OTHER ASSURANCES

In performing its obligations under this Contract, each party shall promptly comply with all laws, ordinances, orders, rules, regulations and requirements of the federal, state, county or municipal governments or any of their departments, bureaus, boards, commissions or officials concerning the subject matter of this Contract (the "Laws"). This provision applies to Laws currently existing or applicable to a party's duties under this Contract during the term of this Contract.

XIII. ASSIGNMENT

Neither this Contract nor any interest therein may be assigned by the Client without first obtaining the written consent of the NWESD.

XIV. DEFAULT

The Client shall be in default of this Contract upon the occurrence of any of the following:

1. Any covenant, representation or warranty made by the Client was false or misleading when made or subsequently becomes so;
2. The Client fails to perform any of its obligations under the Contract, and unless otherwise specifically stated elsewhere in this Contract, such failure continues for thirty (30) calendar days after the Client receives a notice to cure from the NWESD or its designee;
3. The Client files a petition in bankruptcy or other similar proceeding, makes any assignment for the benefit of creditors, or is the subject of an involuntary bankruptcy petition, receivership or other insolvency proceeding; or
4. After the termination of the Contract, the Client continues to use any of the NWESD's intellectual property.

XV. BREACH/DEFAULT WAIVER

No delay or failure on the part of the NWESD to exercise any rights under the Contract shall operate as a waiver of the NWESD's contractual rights. Also, the NWESD's waiver or acceptance of a partial, single or delayed performance of any term or condition of the Contract shall not operate as a continuing waiver or a waiver of any other breach of a Contract term or condition. No waiver shall be binding unless it is in writing and signed by the party waiving the breach.

XVI. REMEDIES FOR DEFAULT

If the Client is in default of this Contract, the NWESD may pursue any or all of the following remedies, which may be cumulative:

1. Immediately terminate the Contract;
2. Injunctive relief without proof of actual damage and without posting a bond pending resolution by court action or arbitration;
3. Liquidated damages to protect against the immeasurable damage to the NWESD's business and goodwill of $50.00 for each day that the Client improperly or without permission uses the NWESD's intellectual property;
4. Consequential and incidental damages to the NWESD from the Client's default; and
5. Recover reasonable attorneys' fees and costs for any arbitration or litigation brought to enforce the NWESD's rights under this Contract.

XVII. SEVERABILITY

If any provision of this Contract is determined to be invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted and the balance of the Contract shall remain enforceable.

XVIII. HEADINGS

The headings of each section of this Contract are provided only to aid the reader. If there is any inconsistency between the heading and the content of the paragraph or the context of the contract, the content or context will prevail.

XIX. INTEGRATION/MODIFICATION

This Contract constitutes a fully integrated document containing the full, final and binding agreement of all parties signatory and all persons claiming by or through a signator, and supersedes all other negotiations, offers or counteroffers relating to the subjects treated in this Contract. The parties may amend this Contract only upon a writing bearing the actual signatures of the names of all the parties or their respective, authorized representatives.

XX. NOTICES

Any notice given under this Contract shall be in writing from one party to another, given only by one of the following methods: (i) personal delivery, (ii) United States first class and certified mail, return receipt requested, with postage prepaid to the recipient's business address provided on the front page of this Contract; or (iii) e-mail to the recipient's email address given in the Contract Managers section. Notice shall be deemed to occur in the case of the use of the mail, when the notice is postmarked. Notice shall be deemed received on the date of personal delivery, on the second day after it is deposited in the mail or on the day sent by e-mail. A party may change the place notice is to be given by a notice to the other party. For efficiency, the parties agree that documents sent by electronic means shall be considered and treated as original documents.

XXI. FORCE MAJEURE

A party to this Contract is not liable to the other party for failing to perform its obligations if such failure is a result of Acts of God (including fire, flood, earthquake or other natural disaster), war, government sanction/order/regulation, riot, terrorist attack, labor dispute, or other similar contingency beyond the reasonable control of the parties. Force Majeure does not include computer events, such as denial of service attacks or those that may occur as a result of a third party. Each party shall have backup computer systems to allow it to continue to perform its obligations under the Contract. If a party asserts Force Majeure as an excuse for failure to perform its contractual obligations, then it must prove that it took reasonable steps to minimize delay or damages caused by foreseeable events, that it substantially fulfilled all non-excused obligations and that the other party was timely notified of the likelihood of or actual occurrence of such an event.

XXII. BACKGROUND CHECKS

By executing this Contract with the Client, the NWESD represents and warrants that each of its employees or agents shall have a record check through the Washington state patrol criminal identification system in compliance with RCW 43.43.830 through 43.43.834, 10.97.030, and 10.97.050 and through the Federal Bureau of Investigation before she or he has unsupervised access to any child. The record check shall include a fingerprint check using a complete Washington state criminal identification fingerprint card.

XXIII. CRIMES AGAINST CHILDREN

The NWESD warrants that any of its employees or agents who has pled guilty or been convicted of any crime under RCW 28A.400.330 shall not have any contact with any child at a public school. Failure to comply with this section shall be grounds for immediate termination of this Contract.

XXIV. DISPUTE RESOLUTION

If a dispute regarding this contract arises between the Client and the NWESD, then the Client will appoint someone to represent it, the NWESD will appoint someone to represent it, and those two parties will appoint someone as a third representative. Decisions will be made by a vote of the majority of the representatives. The dispute committee shall be limited to resolving issues pursuant to the terms of this Contract, and its decision(s) shall be final.

XXV. FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT (FERPA)

NWESD agrees that it may create, have access to, or receive from or on behalf of the Client, records or record systems that are subject to the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. Section 1232g (collectively, the "FERPA Records"). NWESD represents, warrants, and agrees that it will: (1) hold the FERPA Records in strict confidence and will not use or disclose the FERPA Records except as (a) permitted or required by this Contract, (b) required by law, or (c) otherwise authorized by the Client in writing; (2) safeguard the FERPA

Records according to commercially reasonable administrative, physical and technical standards that are no less rigorous than the standards by which the NWESD protects its own confidential information; and (3) continually monitor its operations and take any action reasonably necessary to assure that the FERPA Records are safeguarded in accordance with the terms of this Contract.

XXVI. SIGNATURES/APPROVALS

The undersigned represent and warrant that they are authorized to enter into this Contract on behalf of the parties.

5/2/18	4-26-18
Larry Francois, Superintendent Date Northwest Educational Service District 189	Mr. Wayne Barrett, Superintendent Date Concrete School District

Reviewed:

Program Manager ____

Fiscal ____

PLEASE SIGN, DATE AND RETURN TWO ORIGINALS OF THIS CONTRACT TO:

NWESD Contact Name: Tammy Lee
Northwest Educational Service District 189
1601 R Avenue
Anacortes, WA 98221
Contact Phone: 360-299-4056

A countersigned original will be returned.