

# 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:      8908-1121**

**AND Concrete School District**

**Name** *(Hereinafter referred to as Client)*

**45389 Airport Way**

**Address**

**Concrete    WA    98237**

**City    State    Zip**

**Phone:    360-853-8141**

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 project management services during the 2024-25 school year for the Concrete School District Qmlativ migration.

### II. RESPONSIBILITIES OF NWESD

In accordance with this Contract, the NWESD shall provide all labor, materials and equipment necessary for project management services to support the successful migration to the Qmlativ software system in July 2025. These services include, but are not limited to:

- Weekly meetings with NWRDC Student and FM/HR/PR product line groups.
- District meetings with migration project team and individual specialists (Student, HR/PR, FM).
- Assistance with the design, creation, and setup of the Qmlativ software.
- Consultation and recommendations on best practices for effective implementation of software with regards to workflow and business and operational practices.
- Other services as directed by the Client, not to exceed a total of 480 hours during the term of this contract.
- Work will be done remotely unless onsite presence is requested by the Client.

### III. TERM OF THE CONTRACT

The start date of this Contract is October 1, 2024, and end date of this Contract is August 31, 2025 unless mutually extended in writing by both parties. Termination is further specified in the Termination section of this Contract.

### IV. CONTRACT OBLIGATION

The Client shall pay an amount not to exceed \$39,360 (thirty-nine thousand three hundred sixty) for up to 480 hours of services at a rate of \$82/hour and will reimburse the NWESD for all travel costs incurred, for the performance of all things reasonably necessary for, or incidental to, the performance of work as set forth in the "Responsibilities of NWESD". Travel costs will be incurred when assistance is provided at Clients location, as requested by the Client.

### V. PAYMENT PROVISIONS

All payments to the NWESD shall be conditioned upon:

1. The Client or its designee determines that the services or goods provided by the NWESD are satisfactory, provided that such determination shall be made within a reasonable time and not be unreasonably withheld; and

2. The NWESD timely submits to the Client Fiscal Department satisfactory invoices detailing the services or goods rendered for requested payment.
3. 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 delivery of satisfactory services or goods and receipt of the appropriate invoices, whichever occurs later.

**VI. CONTRACT MANAGERS:**

<b><u>NWESD Contract Manager</u></b>	<b><u>Client Contract Manager</u></b>
Name: Lisa Matthews	Name: Carrie Crickmore
Address: 1601 R Ave Anacortes, WA 98221	Address: 45389 Airport Way Concrete, WA 98237
Phone: 360-299-4026	Phone: 360-853-4000
Email Address: lmatthews@nwesd.org	Email Address: ccrickmore@concrete.k12.wa.us

**VII. 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.

**VIII. 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.

**IX. INDEMNIFICATION/HOLD HARMLESS**

The NWESD shall defend, indemnify, and hold harmless the Client in full for any and all claims against the Client or its employees, officials or contractors which arise from the acts or omissions of the NWESD and its employees, officials and contractors in the provision of services under this contract. The Client shall defend, indemnify, and hold harmless the NWESD in full for any and all claims against the NWESD or its employees, officials or contractors which arise from the acts or omissions of the Client and its employees, officials and contractors in the provision of services under this contract.

**X. 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.

**XI. 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.

## **XII. ASSIGNMENT**

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

## **XIII. 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.

## **XIV. 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.

## **XV. 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.

## **XVI. 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.

## **XVII. 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.

## **XVIII. 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.

**XIX. 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.

**XX. 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.

**XXI. 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.

**XXII. SIGNATURES/APPROVALS**



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

DocuSigned by:  
*Dr. Ismael Vivanco* 10/8/2024

Dr. Ismael Vivanco, Superintendent Date  
Northwest Educational Service District 189

DocuSigned by:  
*Carrie Crickmore* 10/8/2024

Carrie Crickmore, Superintendent  
Concrete School District

NWESD Internal Approvals:	
Fiscal:	
Program Manager:	