

CONTRACT BETWEEN

Northwest Educational Service District 189
(Hereinafter referred to as NWESD)

AND

Concrete School District

Name (Hereinafter referred to as District)

1601 R Ave, Anacortes, WA 98221

45389 Airport Way

Address

(360) 299-4000

Concrete

WA

99237

City

State

Zip

Contract Order No: SP-81707

Phone: 360-853-4000

NWESD Account Code: 1250

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

I. PURPOSE

The purpose of this Contract is to provide the District with reimbursement for the transportation of their students to job site tours sponsored by the NWESD Pre-Employment Transition Services program during the 2024-25 school year.

II. RESPONSIBILITIES OF THE DISTRICT

In accordance with this Contract, the District shall provide all labor, materials, travel, and equipment necessary for:

1. Providing safe transport of District students to and from job site tours which are arranged by the Pre-Employment Transition Services Program at the NWESD during the 2024-25 school year.
2. Coordinating directly with NWESD, Program Support Technician, Kristine Juhl to confirm the job site dates and passenger roster.
3. Providing a detailed invoice to the NWESD within 30 days after the job site tours have been completed, to receive a transportation reimbursement. Reimbursement amounts will vary based upon the distance of the travel from the District to the job site. Each job site tour may be reimbursed up to, but may not to exceed \$500, depending on the distance of travel from the district to the job site tour as detailed in the invoice.

III. TERM OF THE CONTRACT

The start date of this Contract is the later of January 27th, 2025 or the effective date of this Contract, and will end June 30th, 2025 unless mutually extended in writing by both parties. Termination is further specified in the Termination section of this Contract.

IV. CONTRACT OBLIGATION

The NWESD shall pay an amount not to exceed \$1,000 (*one thousand dollars*) for the performance of all things reasonably necessary for, or incidental to, the performance of work as set forth in the "Responsibilities of District". This amount includes all related costs, including but not limited to, lodging, travel, meals, materials, and shipping.

V. PAYMENT PROVISIONS

All payments to the District shall be conditioned upon:

1. The NWESD or its designee determines that the services or goods provided by the District are satisfactory, provided that such determination shall be made within a reasonable time and not be unreasonably withheld; and
2. The District submits satisfactory invoices to the NWESD Fiscal Department by sending a timely invoice to: **accounts_payable@nwesd.org**, detailing the services or goods rendered for requested payment within **30 days** after the month the services have been provided.

3. Any date(s) specified herein for payment(s) to the District 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.

4. The NWESD must meet certain legal and fiscal requirements and timely submit proper receipts and documentation in order to receive grant moneys earmarked for the goods or services provided under this Contract. At a minimum, the grant(s) relevant to this Contract require that the final invoice be submitted to NWESD no later than September 30th, 2025. If the NWESD is unable to receive grant moneys due to invoices that are incomplete or untimely submitted, then the NWESD shall be unable to pay the District for the goods or services covered by such invoices.

VI. CONTRACT MANAGERS

NWESD Contract Manager		District Contract Manager	
Name:	Michelle Roper	Name:	Kirstin Rider
Address:	1601 R Ave. Anacortes, WA 98221	Address:	45389 Airport Way Concrete, WA 99237
Phone:	360-299-4098	Phone:	360-853-4015
Email Address:	mroper@nwesd.org	Email Address:	krider@concrete.k12.wa.us

VII. NONDISCRIMINATION/ANTI-HARASSMENT

In performing its obligations under this contract, the District 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

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

X. INSURANCE

During the term of the Contract, the District shall maintain in force at its own expense, the following insurance with an insurance company rated at least A-VIII or better in Best’s Insurance Reports:

1. *Commercial General Liability* insurance written on an occurrence basis with limits of no less than one million dollars (\$1,000,000) combined single limit per occurrence and two million dollars (\$2,000,000) aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations; broad form property damage; explosion, collapse and underground (XCU) if applicable; and employer’s liability.
2. *Automobile Liability* insurance with limits no less than one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.

The District shall ensure that the NWESD shall have no less than thirty (30) days prior written notice of any cancellation, suspension or material change in coverage. Promptly upon request, the District shall provide the NWESD with a certified copy of all required insurance policies. In addition, promptly upon request, the District shall name the NWESD as an additional insured on the Commercial General Liability insurance policy, as respects work performed by or on behalf of the District and upon such a request, receive a copy of the endorsement naming the NWESD as additional insured.

XI. TERMINATION

This Contract may be terminated by the NWESD at any time, without reason, upon written notification thereof to the District. The notice shall specify the date of termination and shall be conclusively deemed to have been received by the District 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 by the NWESD, the District 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 District without first obtaining the written consent of the NWESD.

XIV. DEFAULT

Either party shall be in default of this Contract upon the occurrence of any of the following:

1. Any covenant, representation or warranty made by either party was false or misleading when made or subsequently becomes so;
2. Either party 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 either party receives a notice to cure from the other party or its designee;
3. Either party 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. The District is in default if after the termination of the Contract, the District continues to use any of the NWESD's intellectual property.

XV. BREACH/DEFAULT WAIVER

No delay or failure on the part of either party to exercise any rights under the Contract shall operate as a waiver of the party's contractual rights. Also, either party'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 District 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. Consequential and incidental damages to the NWESD from the District's default; and

3. 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 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. SUSPENSION AND DEBARMENT ASSURANCES

The District certifies, and the NWESD relies thereon in execution of this Contract, that neither it nor its Principals are presently debarred, suspended, proposed for debarment, or declared ineligible or voluntarily excluded for the award of contracts by any Federal governmental agency or department. "Principals", for the purposes of this certification, mean officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity. Further, the District agrees to provide the NWESD immediate written notice if, at any time during the term of this Contract, including any renewals hereof, it learns that its certification was erroneous when made or has become erroneous by reason of changed circumstances. The District's certification via the execution of this Contract is a material representation of fact upon which the NWESD has relied in entering into this Contract. Should the District determine, at any time during this Contract, including any renewals hereof, that this certification is false, or should it become false due to changed circumstances, the NWESD may terminate this Contract in accordance with the terms and conditions therein.

XXIII. INDEPENDENT CAPACITY

The District and District's employees/agents shall provide the results required in this Contract as an Independent District. The District's employees/agents who are engaged in the performance of this Contract shall continue to be employees/agents of the District and shall not be considered for any purpose to be employees/agents of the NWESD. The District agrees that the NWESD does not direct how the District carries out its obligations under the Contract. It is understood and agreed that the District is responsible for providing Industrial Insurance for him/herself/itself and his/her/its employees/agents and that the District and the District's employees/agents are not covered by Industrial Insurance through the NWESD. It is understood and agreed that the District is responsible for the payment of all taxes due on payments made under this Contract.

XXIV. DRUG FREE WORKPLACE

District and District's employees/agents shall perform all duties pursuant to the Contract in compliance with the intent of the NWESD Drug Free Workplace Policy. It shall be the District's responsibility to obtain the policy if not otherwise provided.

XXV. BACKGROUND CHECKS

By executing this Contract with the NWESD, the District 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. If the applicant has had a record check within the previous two (2) years, District may waive the requirement. NWESD may request documentation of record checks at any time during the term of the Contract.

XXVI. CRIMES AGAINST CHILDREN

The District 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.

XXVII. PROOF OF PROFESSIONAL LICENSURE

Prior to providing service, the District will provide a copy of any professional license and/or certifications required to perform the services described in this Contract to the Contract Manager. The District will also ensure that all licenses and certifications required to perform services under this Contract remain current and in good standing.

XXVIII. SIGNATURES/APPROVALS

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

Signed by:
Ismael Vivanco 2/28/2025
0EF3F01D5CAE402...
Dr. Ismael Vivanco, Superintendent Date
Northwest Educational Service District 189

Signed by:
Carrie Crickmore 2/28/2025
72E795702AFC42A...
Carrie Crickmore, Superintendent Date
Concrete School District

NWESD Internal Approvals:
Fiscal: UM
Program Manager: MR