

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

Contract Order No: 8011200031

NWESD Account Code: 8992-98-7000-014

AND Applied Research Northwest, LLC
Name (Hereinafter referred to as *Contractor*)

PO Box 1193

Address

Bellingham

WA

98227

City

State

Zip

TIN/SSN No: 58-2679637

Phone/FAX: 360-647-6067; 360-752-3374

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

I. PURPOSE

The purpose of this Contract is to Evaluate the Transition/Re-entry Coach program in accordance with the Office of Juvenile Justice Contract #1-300-00113

II. RESPONSIBILITIES OF CONTRACTOR

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

1. Evaluating whether or not there was an increase in the # and % of youth engaged in ATOD related services;
2. Evaluating whether or not there was an increase in the # and % of youth enrolled in school, GED, or
3. employed;
4. Validating that 100% of youth reported they have at least one significant adult engaged in their reentry process;
5. Validating that 100% of youth have stable housing;
6. Evaluating reduction in recidivism (including ACE comparisons);
7. Creating a six month evaluation by August 31, 2013, using the required Juvenile Justice format
8. Creating a first draft and final evaluation (with the first draft available by March 17, 2014, and the final draft due by March 31, 2014 using the required Juvenile Justice format); and,
9. Creating a PowerPoint presentation to present to Juvenile Justice, NWESD, and Denney Youth Center.

III. TERM OF THE CONTRACT

The term of this Contract shall begin July 22, 2013 ("Start Date") and end January 31, 2014 ("End Date"), 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 \$ 10,000.00 for the performance of all things reasonably necessary for, or incidental to, the performance of work as set forth in the "Responsibilities of Contractor". This amount includes all related costs, including but not limited to, lodging, travel, meals, materials, shipping and other miscellaneous expenses.

V. PAYMENT PROVISIONS

All payments to the Contractor shall be conditioned upon:

1. The NWESD or its designee determines that the services or goods provided by the Contractor are satisfactory, provided that such determination shall be made within a reasonable time and not be unreasonably withheld; and
2. The Contractor timely submits to the NWESD Fiscal Department satisfactory invoices detailing the services or goods rendered for requested payment.
3. Any date(s) specified herein for payment(s) to the Contractor 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 March 31, 2014 (date). 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 Contractor for the goods or services covered by such invoices.

VI. CONTRACT MANAGERS:

NWESD Contract Manager		Contractor Manager	
Name:	Jodie DesBiens	Name:	Pamela M. Jull, Ph.D. <i>PO Box 1193</i>
Address:	1601 R Avenue Anacortes, WA 98221	Address:	220 W. Champion St., Suite 280 Bellingham, WA 98225 <i>98227</i>
Phone:	360-299-4010	Phone:	360-647-6067
Fax:	360-299-4004	Fax:	360-752-3374
Email Address:	jdesbiens@nwesd.org	Email Address:	pamela.jull@arnorthwest.com

VII. NONDISCRIMINATION/ANTI-HARASSMENT

In performing its obligations under this contract, the Contractor 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 Contractor 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 Contractor's obligations or performance under this Contract. The Contractor 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.

X. INSURANCE:

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During the term of the Contract, the Contractor 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.

The Contractor 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 Contractor shall provide the NWESD with a certified copy of all required insurance policies. In addition, promptly upon request, the Contractor 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 Contractor and upon such a request, receive a copy of the endorsement naming the NWESD as additional insured.

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XI. DISPUTE RESOLUTION

If a dispute regarding this contract arises between the Contractor and the NWESD, then the Contractor 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.

XII. TERMINATION

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

XIII. 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.

XIV. ASSIGNMENT

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

XV. DEFAULT

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

1. Any covenant, representation or warranty made by the Contractor was false or misleading when made or subsequently becomes so;
2. The Contractor 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 Contractor receives a notice to cure from the NWESD or its designee;
3. The Contractor 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 Contractor continues to use any of the NWESD's intellectual property.

XVI. 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.

XVII. REMEDIES FOR DEFAULT

If the Contractor 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 Contractor improperly or without permission uses the NWESD's intellectual property;
4. Consequential and incidental damages to the NWESD from the Contractor'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.

XVIII. 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.

XIX. 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.

XX. 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.

XXI. 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 "Section __ Contract Managers". 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.

XXII. 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.

XXIII. INDEPENDENT CAPACITY

The Contractor and Contractor's employees/agents shall provide the results required in this Contract as an Independent Contractor. The Contractor's employees/agents who are engaged in the performance of this Contract

shall continue to be employees/agents of the Contractor and shall not be considered for any purpose to be employees/agents of the NWESD. It is understood and agreed that the Contractor must provide Industrial Insurance for him/herself/itself and his/her/its employees/agents and that the Contractor and the Contractor's employees/agents are not covered by Unemployment Insurance through the NWESD. The Contractor agrees that the NWESD does not direct how the Contractor carries out its obligations under the Contract.

XXIV. EARLY RETIREMENT

The Contractor must notify the NWESD Contract Manager if the individual(s) performing the work or the Contractor's owner used the 2008 Early Retirement Factor (ERF) to retire from the Washington State Public Employees' Retirement System (PERS); School Employees' Retirement System (SERS); or Teachers' Retirement System (TRS). For additional information, please see: <http://www.drs.wa.gov/employer/drsn/e08014.htm>.

XXV. FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT (FERPA)

Contractor agrees that it may create, have access to, or receive from or on behalf of the NWESD, 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"). Contractor 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 NWESD 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 Contractor 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. OWNERSHIP OF WORK PRODUCTS

If the Contractor develops any product or concept for the NWESD under this Contract, then all correspondence, papers, documents, reports, files, film work products (inclusive of intellectual concepts and properties), and all copies thereof that are received or developed by the Contractor or the Contractor's employee(s) and agent(s) in the course of performing the Contractor's contractual duties, or as incident thereto, shall, immediately upon receipt, preparation, or development, become the exclusive property of the NWESD in perpetuity of any and all purposes. All items described above shall be provided to and left with the NWESD.

XXVII. SIGNATURES/APPROVALS

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

Dr. Gerald W. Jenkins 8/6/13
Dr. Gerald W. Jenkins, Superintendent Date
Northwest Educational Service District 189

[Signature] PRESIDENT 7/31/13
Contractor, TITLE Date
Applied Research Northwest, LLC

Reviewed:
Program Manager *J.D.*
Fiscal *CB*

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

NWESD Contact Name: Jane Morgan
Northwest Educational Service District 189
1601 R Avenue
Anacortes, WA 98221
Contact Phone: 360-299-4066

A countersigned original will be returned.