

CONTRACT FOR NWESD 189 SERVICES

BETWEEN

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

AND Lake Stevens School District
(Hereinafter referred to as District)

1601 R Ave, Anacortes, WA 98221

12309 22nd Street NE

(360) 299-4000

FAX (360) 299-4070

Lake Stevens, WA 98258

Contract Order No: RN-LSSD#4-2014

NWESD Account Code: 6401

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 technical assistance to employees of the District 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 District 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 on-site or remote Network troubleshooting, repair, and other support services related to the Network. It is recognized that this may involve a team approach of NWESD and District personnel.

III. RESPONSIBILITIES OF DISTRICT

In accordance with this Contract, the District agrees to:

- 1) Designate a primary District contact that will be authorized to direct NWESD staff and make day-to-day decisions regarding the District'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 District requests onsite support, the District also agrees to:

- 1) Provide services, staff, workspace and access to the District's data communications infrastructure necessary for NWESD staff to meet the requirements of the Contract.
- 2) Provide adequate access to District 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

This Contract will begin September 1, 2014 and end August 31, 2015. The District agrees to continue participation in the Contract for each consecutive fiscal year following August 31, 2015 unless the District provides written notice of termination prior to the May 31st proceeding the August 31st of termination period. Termination is limited to August 31st of the identified year. Termination is further specified in the Termination section of this Contract.

V. CONTRACT OBLIGATION

For the performance of the work as set forth in the "Responsibilities of NWESD"; the District shall pay a fee of \$340.00/month for the equivalent of 0 on-site network specialist support and 4 hr/month remote network support services. Additional consultant time which is deemed over-and-above that which is provided for the basic fee will be at the rate of ninety dollars (\$90) per on-site contact hour and eighty-five dollars (\$85) per remote contact hour.

In addition, NWESD shall receive reimbursement estimated not to exceed a daily amount of \$143 for travel and other expenses as identified below or authorized in advance by the District as reimbursable. NWESD shall receive reimbursement for travel expenses at current NWESD travel reimbursement rates. NWESD will provide a detailed breakdown of authorized expenses, identifying what was expended and when. Anticipated expenses include:

- 1) Ferry fares
- 2) Lodging and subsistence necessary during periods of required travel

VI. PAYMENT PROVISIONS

All payments to the NWESD shall:

- 1) Be paid within thirty (30) days of receipt of invoice
- 2) Payments after thirty (30) days may be assessed an interest charge of one and one half percent (1.5%) per month.
- 3) Include reference to the invoice number on the payment
- 4) Be made to:

Northwest Educational Service District
 Fiscal Department: Cashier
 1601 R Avenue
 Anacortes WA 98221

VII. CONTRACT MANAGERS:

<u>NWESD Contract Manager</u>	<u>District Contract Manager</u>
Name: Kyle Bunker	Name: <i>Teresa Main</i>
Address: 1601 R Avenue Anacortes WA 98221	Address: <i>12309 22nd St NE Lake Stevens WA 98258</i>
Phone: 360.299.4061	Phone: <i>425 335 1503</i>
Fax: 360.299.4004	Fax: <i>425 335 1549</i>
Email Address: kbunker@nwesd.org	Email Address: <i>Teresa.Main@LKstevens.wednet.edu</i>

VIII. NONDISCRIMINATION/ANTI-HARASSMENT

In performing its obligations under this contract, the NWESD 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.

- 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 District improperly or without permission uses the NWESD's intellectual property;
- 4) Consequential and incidental damages to the NWESD from the District 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 the Contract Managers section of this Contract. 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. COPYRIGHTS

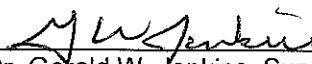
The NWESD reserves all right, title and interest in and to the copyrights it owns, unless otherwise expressly granted to the District under the Contract. Nothing in the Contract shall be construed to convey any right, title or interest in or to the NWESD's copyrighted works to the District beyond the use expressly permitted by the Contract. The District shall have no claim, right, title or interest in or to the goodwill associated with the NWESD's copyrighted works, now or in the future. The District shall never contest any aspect of the NWESD's intellectual property rights in and to the NWESD's copyrighted works, the goodwill associated with those works or the validity of any license to use those works granted under this Contract. Further, the District shall reasonably assist the NWESD in protecting and maintaining copyrights owned by the NWESD, including without limitation furnishing samples, signing declarations or providing notice or testimony of infringement of which the District becomes aware. As to any copyrighted works that the District owns, the District represents and warrants that it exclusively owns its copyrighted works; there are no claims, judgments or settlements related to its copyrighted works; and its copyrighted works do not infringe any third-party's rights.

XXIV. OWNERSHIP OF WORK PRODUCTS


If the NWESD develops any product or concept for the District 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 NWESD or the NWESD employee(s) and agent(s) in the course of performing the NWESD's contractual duties, or as incident thereto, shall, immediately upon receipt, preparation, or development, become the exclusive property of the NWESD in perpetuity for any and all purposes. The District will be granted rights to use and modify the product or concept in perpetuity. All items described above shall be provided to and left with NWESD.

XXV. 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, Superintendent Date
Northwest Educational Service District 189



Ms. Amy Beth Cook, Superintendent Date
Lake Stevens School District

Reviewed:
NWESD Director, TS 