

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: 2015-16-R-2405-2

NWESD Account Code: 2405-71-0000-000

AND

Lummi Nation School

Name (Hereinafter referred to as Purchaser)

2334 Lummi View Drive

Bellingham

WA

98226

TIN/SSN No: Tax Exempt

Phone/FAX: 360-758-3147

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

I. PURPOSE

The purpose of this Contract is to refurbish science kits.

II. RESPONSIBILITIES OF PURCHASER

In accordance with this Contract, the Purchaser shall:

- 1) Compensate NWESD for the performance of work set forth in the "Responsibilities of NWESD and in the manner set forth in Payment Provisions.
- 2) Schedule the refurbishment of its kits no less than two (2) weeks in advance of delivery to the Science Materials Center (SMC) with the SMC Manager at the availability of staff and space in the SMC to handle the kits.
- 3) Provide transportation to deliver and retrieve kits from the SMC located at 5611 108th Street NE, North Building, Marysville, WA 98271, as scheduled with the SMC Manager.

III. RESPONSIBILITIES OF NWESD

In accordance with this Contract, the NWESD shall provide all labor, materials and equipment necessary to replace and repackage consumable items to bring kits to a teacher ready condition.

IV. TERM OF THE CONTRACT

This Contract begins April 1, 2016 and ends August 31, 2017. Further, Purchaser agrees to continue participation in the Cooperative for each consecutive fiscal year following August 31, 2017 unless it provides written notice of termination prior to the April 1 preceding the August 31 of termination period. 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 Purchaser shall pay

- 1) \$120 per-kit refurbishment for the number of elementary kits refurbished.
- 2) Actual cost, plus a 9% handling fee, plus a 9% indirect charge for the middle school kit components ordered by each District.

VI. PAYMENT PROVISIONS

All payments to the NWESD shall be paid in full in advance of delivery of science kits as follows:

- 1) The Purchaser shall provide to NWESD a purchase order identifying the kits to be refurbished.
- 2) Upon receipt of the purchase order, NWESD will invoice the Purchaser within five (5) working days.
- 3) The Purchaser will pay the full fee to NWESD prior to delivering the kits to the NWESD Science Material Center for refurbishment.
- 4) The Purchaser shall make the advance payments to:

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

VII. CONTRACT MANAGERS:

<u>NWESD Contract Manager</u>	<u>Purchaser Manager</u>
Name: Joanne Johnson	Name: Dawn Walker
Address: 1601 R Ave Anacortes, WA 98221	Address: 2334 Lummi Drive Bellingham, WA 98226
Phone: 360-299-4046	Phone: 360-758-4316
Fax: 360-299-4071	Fax: 360-758-3152
Email Address: jjohnson@nwesd.org	Email Address: dawn.walker@lummi-k12.org

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.

X. INDEMNIFICATION/HOLD HARMLESS

The Purchaser 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 Purchaser's obligations or performance under this Contract. The Purchaser 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. DISPUTE RESOLUTION

If a dispute regarding this contract arises between the Purchaser and the NWESD, then the Purchaser 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 Purchaser. The notice shall specify the date of termination and shall be conclusively deemed to have been received by the Purchaser 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 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.

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 Purchaser without first obtaining the written consent of the NWESD.

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. 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

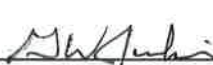

Any notice given under this Contract shall be in writing from one party to another, given only by one of the following methods: (i) personal delivery, (ii) United States first class and certified mail, return receipt requested, with postage prepaid to the recipient's business address provided below its representative's signature on this Contract; or (iii) e-mail to the recipient's email address given below its representative's signature on 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.



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. 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 Northwest Educational Service District 189	6/24/16 Date	 _____ Dawn Walker Director of Curriculum and Assessment Lummi Nation School	6/13/16 Date
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Reviewed:
Program Manager  6/16/16
Fiscal 

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

NWESD Contact Name: Joanne Johnson
Northwest Educational Service District 189
1601 R Avenue
Anacortes, WA 98221
Contact Phone: 360-299-4046

A countersigned original will be returned.