

Contract #	6105-IA-{XXXXXXXX}
Title	Contract Title

Contract for services provided by Capital Region ESD 113 dated this DATE day of MONTH, YEAR between:

CAPITAL REGION ESD 113 (ESD 113)
6005 Tye Drive SW · Tumwater, WA 98512
AND
GOVERNMENTAL AGENCY (Agency)
Mailing Address · City, ST ZIP

In consideration of the promises and conditions contained herein, ESD113 and Agency do mutually agree as follows:

I. PURPOSE

The purpose of this Agreement is to provide the Agency PURPOSE OF CONTRACT

II. RESPONSIBILITY OF CAPITAL REGION ESD 113 (ESD113)

In accordance with this Agreement, ESD113 shall ESD TO PROVIDE

III. RESPONSIBILITIES OF GOVERNMENTAL AGENCY (Agency)

In accordance with this Agreement, the Agency shall AGENCY TO PROVIDE

IV. TERM OF THE CONTRACT

The start date of this Contract is the later of ENTER START DATE or the date that signatures have been obtained from both parties. Contract shall end ENTER END DATE.

Auto-renewing? NO YES *If yes, Contract shall be automatically renewed for _____ years unless this Agreement is terminated as provided herein or either party provides written notice of its election to terminate sixty days prior to the contract end date of the current year. Contract renewals may be subject to price increases.*

V. PAYMENT PROVISIONS

For satisfactory performance of the work as set forth in the "Responsibility of Capital Region ESD 113"; the Agency shall pay **Enter dollar & spell the amount. Example: "\$9,500 (Nine thousand five hundred dollars)"**.

Capital Region ESD 113 shall submit properly computed invoices to the Agency INVOICE INTERVALS.

SIGNATURES

In witness whereof, Capital Region ESD 113 and the Agency certify that they have read, understand, and executed this entire agreement, which includes the attached contract terms.

_____ Date _____ Date

Capital Region ESD 113 Authorized Signor

Agency's Signature

Original copy to be signed, returned to Capital Region ESD 113, and approved by its designee prior to the commencement of services.

CAPITAL REGION ESD 113
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AUTHORITY

This agreement between Capital Region ESD 113 and AGENCY, is entered into in accordance with the authority granted in the Interlocal Cooperation Act, RCW 39.34.030 and provisions that authorize educational service districts and school districts to contract with each other for services, specifically 28A.310.010, 28A.310.180, 28A.310.200, 28A.320.080 and 28A.320.035

The provisions of educational, instructional or specialized services in accordance with this Agreement shall improve student learning or achievement.

A separate legal entity is not being created. Capital Region ESD 113 shall administer the joint undertaking described in the terms of this Agreement.

PAYMENTS

The Agency or its designee shall make the agreed upon payment for the services or goods provided by Capital Region ESD 113 within 30 days of receipt of invoice.

Interim payments during the contract are allowed as specified

INDEMNIFICATION

The Agency or its designee shall indemnify, defend, and hold Capital Region ESD 113, its employees, agents, officials, and representatives, harmless from and against all third-party claims, actions, liens, suits, or proceedings asserted against Capital Region ESD 113 that are related to the Agency's acts, omissions, or obligations under this Contract. The Agency shall timely reimburse Capital Region ESD 113 for all costs, expenses, damages, losses, liabilities, or obligations, including reasonable attorney's fees, incurred by Capital Region ESD 113 as a result of such third-party claims, actions, liens, suits or proceedings.

DISPUTES

Notice of potential disputes between the Agency and Capital Region ESD 113 must be served in writing to the other party to this contract. There shall be an attempt to resolve the dispute, but if resolution is not possible, each party shall submit their position and supporting documentation to Capital Region ESD 113 Board of Directors, whose decision shall be final.

TERMINATION

This agreement may be terminated by either party, with or without reason, upon written notification to the other party. The notice shall specify the date of termination and shall be conclusively deemed to have been delivered and received by Agency 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 absence of proof of actual delivery to and receipt by Agency by mail or other means at an earlier date and/or time.

In the event of termination by Capital Region ESD 113, Agency shall be entitled to an equitable proration of the total compensation provided herein for uncompensated services which have been performed as of termination, and to the reimbursement of expenses incurred as of termination, but solely to the extent such expenses are reimbursable pursuant to the provision of the agreement.

VERBAL AGREEMENTS

This written agreement constitutes the mutual agreement of Agency and Capital Region ESD 113 in whole. No alteration or variation of the terms of this agreement and no oral understandings or agreements not incorporated herein, shall be binding unless such amendments have been mutually agreed to in writing.

APPLICABLE LAW

This agreement shall be governed by the laws of the State of Washington. Venue for any legal action shall be proper only in Thurston County, Washington.

Agency shall comply, where applicable, with the Agency Work Hours and Safety Standards Act and any other applicable federal and state statutes, rules and regulations.

AGENCY'S SIGNATURE

Agency and/or Agency's employee(s) or agent(s) signing this document certifies that he/she is the person duly qualified and authorized to bind the Agency so identified to the foregoing agreement, and under penalty of perjury certifies the federal identification number number provided is correct.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND INELIGIBILITY

If federal funds are the basis for this agreement, Capital Region ESD 113 certifies that neither it nor its principals are presently debarred, declared ineligible, or voluntarily excluded from participation in transactions by any federal department or agency.

CONTRACT CONTACTS

ESD 113 PROGRAM MANAGER ESD Program Manager	PROGRAM ACCOUNT CODE 4-digit program code
AGENCY CONTRACT CONTACT: Agency Contact	EMAIL: Agency Email
AUTHORIZED AGENCY SIGNOR: Agency Signor - If different than contact	EMAIL: Agency Signor Email

CONTRACT OFFICE APPROVAL – In accordance with Capital Region ESD 113 Signature Authorization and Control Procedure 6105-P.

Contract Office Approval