



# SNOQUALMIE VALLEY

SCHOOL DISTRICT

## Contractual Agreement for Services

*Not for Public Works Use*

\*Are you a **current** Snoqualmie Valley School District Employee?  Yes  No

If yes, are your services similar to your employment duties?  Yes  No

If yes to both, do not complete this contract. Please contact HR about extra hours and additional assignments.

To receive payment, the Service Contractor must submit an invoice to the SVSD Business Office that references the purchase order number for completed services. To invoice, please reference the Agency contact information in SECTION I.

\*Date: \_\_\_\_\_

\*Required Contractor Packet to be completed by **each individual** working under this contract. If the Contractor provides a list including the employee's name and email, SVSD will be able to send this packet for electronic signature. Otherwise, an original copy can be completed, signed, and mailed to SVSD, Attn: Business Office, PO Box 400, Snoqualmie, WA 98065.

### SECTION I – Parties to the Agreement

<b>Snoqualmie Valley School District</b> (hereinafter referred to as "Agency") 8001 Silva Ave, PO BOX 400 Snoqualmie, WA 98065 Email: <a href="mailto:invoices@svsd410.org">invoices@svsd410.org</a> Phone: (425) 831-8011	*Contractor/Company Name: _____ *Remit Address: _____ *City/State/Zip: _____ *Contact Name: _____ *Email: _____ *Phone: _____
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It is hereby agreed by and between the Agency and Contractor listed above that the Contractor shall provide indicated services to the Agency under the Terms and Conditions attached.

### SECTION II – Services to be Performed:

\*Contractor agrees to provide the following service(s) for the Agency (must be detailed and measurable):

### SECTION III – Compensation/Payment:

Contractual Hours: # \_\_\_\_\_

\*Rate (Hrly/Mnthly/Wkly/Etc.): \$ \_\_\_\_\_ PER \_\_\_\_\_

Materials: \$ \_\_\_\_\_  
(Actual cost only, must include receipts)

Travel/Per Diem: \$ \_\_\_\_\_  
(Must include receipts & mileage backup)

\*Not to Exceed: \$ \_\_\_\_\_

### SECTION IV – Length & Location of Agreement:

\*Date(s) of Service (mm/dd/yyyy): \_\_\_\_\_ to \_\_\_\_\_

\*Location/School: \_\_\_\_\_ Department: \_\_\_\_\_

### SECTION V – Insurance

The Contractor shall always maintain and keep in force during the term of this agreement, insurance required for the duties specified in this agreement. Additionally, the Contractor will maintain and keep in force during the term of this agreement, at the Contractor's expense, the following insurance:

- Comprehensive (Commercial) General Liability Insurance with coverage limits not less than \$1,000,000 combined single limit per occurrence and annual aggregates where generally applicable and shall include premises-operations, independent contractors, products/completed operations, broad form property damage, blanket contractual and personal injury endorsements.
- Professional Liability Insurance is not required.

The Agency shall be named as additional insured on the Contractor's insurance.

Contractor to provide certificate to Agency prior to start of work.

## SECTION VI – Terms and Conditions

**APPLICABLE LAW:** This agreement shall be governed by the laws of the State of Washington. The venue for disputes will lie in King County, Washington State.

**ASSIGNMENT:** Neither party may assign this agreement, in whole nor in part, without the prior written consent of the other party, such consent will not be unreasonably withheld. No such consent will be required for assignment to an entity owned by or under the common control with assignor. In any event, the assigning party will remain fully responsible for compliance with all the terms of this agreement.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION ON INELIGIBILITY:** The Contractor 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. The Contractor certifies that it shall not knowingly enter into an agreement with a subcontractor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in transactions by any federal department or Agency, for the performance of this agreement. The Contractor shall provide immediate written notice to the Agency, if at any time, the Contractor or any subcontractor is debarred, suspended, declared ineligible, or voluntarily excluded.

**COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT:** The Contractor shall be responsible for compliance with the Americans with Disabilities Act of 1990, as now in effect or hereafter amended, and all rules and regulations issued thereunder (herein collectively referred to as the “ADA”) and compliance with the ADA Accessibility Guidelines when carrying out the duties of this agreement. The Contractor shall indemnify the Agency against any and all complaints and defend the Agency from all actions arising from the Contractor’s negligence of compliance during the term of this agreement.

**CONFIDENTIALITY OF INFORMATION:** Contractor may be exposed to confidential information. Information declared confidential by the Agency shall not be disclosed unless authorized in writing by the Agency. It is agreed that this obligation of confidentiality shall survive the termination of this agreement. Each individual working under this contract must complete the Contractor Confidentiality Agreement (CCA) to confirm their acknowledgment of these terms.

**CRIMES AGAINST CHILDREN:** The Contractor shall prohibit any employee of the contractor, including subcontractors, from working at a public school who has contact with children at said school during the course of his or her employment and who has plead guilty to or been convicted of any felony crime involving the physical neglect of a child under RCW 9A.42, the physical injury or death of a child under RCW 9A.32 or 9A.367 (except motor vehicle violations under RCW 46.61), sexual exploitation of a minor under RCW 9.68, several offenses under RCW 9A.44 where a minor is the victim, promoting prostitution of a minor under RCW 9A.88, the sale or purchase of a minor child under RCW 9A.64.030, or violation of similar laws of another jurisdiction. Any failure to comply with this section shall be grounds for the Agency to immediately terminate the contract.

**DURATION:** This agreement shall commence and terminate as stated herein except Section IV which shall continue to bind the parties, their heirs and successors.

**ENTIRE CONTRACT:** This agreement constitutes the entire agreement between the Agency and the Contractor and supersedes any prior oral or written statements or agreements.

**FORCE MAJEURE:** The Agency is entitled to cancel, reschedule or temporarily suspend this contract by force majeure, including but not limited to acts of God, schools’ closures due to acts of nature, power outages or other emergencies, fires, industrial, civil, public or military authority or disturbances. If the Contractor is unable to perform due to force majeure, the Agency may exercise any remedy otherwise provided for in this contract, including termination for default.

**HAZARDOUS WASTE:** The Contractor will not cause nor permit any activities on the Agency’s property, which directly or indirectly could result in the Agency’s property becoming contaminated with hazardous or toxic waste or substances. For purposes of this agreement, the term “hazardous or toxic waste or substances” means any substance or material defined or designated as hazardous or toxic wastes, hazardous or toxic material, a hazardous, toxic or radioactive substance or other similar term by any applicable federal, state or local statute, regulation or ordinance now or hereafter in effect.

**ID BADGE:** Contractor will be required to wear an ID badge when on Agency property for compliance with the Agency’s safety policy and security concerns. Badges must be prominently displayed and attached to outer, upper garments at all times while on Agency property. Contractor shall contact building’s main office and check in on each visit. Temporary ID badges are available at each main office.

**INDEMNIFICATION:** The Contractor and Agency shall indemnify, hold harmless, and defend each other, its elected and appointed officials, employees, agents and staff from any and all claims, liabilities, damages, expenses, rights of action, directly or indirectly arising as a result of error, omission, or negligent act of the Contractor, subcontractors, or anyone directly or indirectly employed by them in the performance of this agreement.

**INDEPENDENT CONTRACTOR STATUS:** It is specifically understood that Contractor, its employees, and agents are contracting with the Agency as an independent contractor and act in an independent capacity and are not officers, employees, or agents of the Agency. The Agency shall not be responsible for fringe benefits, withholding, paying of any taxes on behalf of Contractor or Contractor employees or agents, or remuneration above the amount stipulated in this agreement. This agreement does not preclude the Contractor from undertaking work or assignments from other school districts, agencies or individuals.

**MODIFICATIONS:** Either party may request changes in the scope of services or performance standards. Any and all modifications shall be in writing, signed and dated by each of the parties. Such modifications shall be incorporated into this agreement by way of an addendum.

**NONDISCRIMINATION: a. Nondiscrimination Requirement:** During the term of this Contract, Contractor, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, Contractor, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Contractor, or subcontractor, has a collective bargaining or other agreement. **b. Obligation to Cooperate:** Contractor, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Contractor, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3). **c. Default:** Notwithstanding any provision to the contrary, Agency may suspend Contractor, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until Agency receives notification that Contractor, including any subcontractor, is cooperating with the investigating state agency. In the event Contractor, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), Agency may terminate this Contract in whole or in part, and Contractor, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. Contractor or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement. **d. Remedies for Breach.** Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, Contractor, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. Agency

shall have the right to deduct from any monies due to Contractor or subcontractor, or that thereafter become due, an amount for damages Contractor or subcontractor will owe Agency for default under this provision.

**NOTICES:** Any notice or demand required under this agreement will be in writing; will be personally served or sent by certified mail, return receipt requested, postage prepaid, or by a recognized overnight carrier which provides proof of receipt. Either party may change the address to which notices are sent by sending written notice of such change of address to the other party.

**OWNERSHIP OF WORK PRODUCTS AND RESTRICTION AGAINST DISSEMINATION:** All designs, drawings, specifications, notes, artwork, and other work developed in the performance of this agreement are product for hire and remain the sole property of the Agency and may be used by the Agency for any purpose without additional compensation to the Contractor. The Contractor agrees not to assert any rights and not to establish any claim under design or copyright laws. The Contractor agrees to provide the Agency access to all retained materials for a period of three years after final payment under this agreement. Unless otherwise directed by the Agency, the Contractor may retain copies of all materials. Agency grants to Contractor an irrevocable, royalty-free, non-transferable, non-exclusive right and license to use, reproduce, make derivative works, displays, publish, and perform publicly any copyrights or copyrighted material first developed and delivered under this agreement. It is mutually understood and agreed that neither Party shall acquire, directly or by implication, any rights in any work product of the other Party which is owned, controlled, acquired, developed, authored, conceived or reduced to practice independent of this Agreement or prior to the date of this Agreement, regardless of whether such Intellectual Property is embodied in any materials provided to the other hereunder. Contractor will not use any trade name, trademark, service mark or logo of Agency (or any name, mark or logo confusingly similar to Agency marks) in any advertising, promotions, or otherwise without Agency's express prior written consent.

**PAYMENT:** The Agency shall not make payment in advance or in anticipation of services or supplies to be provided under this agreement. All payments to the Contractor are conditioned upon (1) Contractor's submission of a properly executed and supported voucher for payment, including such supporting documentation of performance, of costs incurred or paid, or as otherwise provided for in the body of this Agreement, and (2) acceptance and certification by the Agency if satisfactory performance by the Contractor. Unless otherwise noted in the Agreement, (1) all acceptable vouchers for payment due to the Contractor shall be paid within thirty (30) days after receipt by the Agency, and (2) all expenses necessary to the Contractor's performance of this Agreement shall be borne in full by the Contractor.

**RECORD CHECK:** Contractor, who will have regularly scheduled unsupervised access to children, and/or hire employees who will have regularly scheduled unsupervised access to children, shall perform a record check through the Washington State Patrol criminal identification system under RCW 43.43.830-43.43.834, 10.97.030 and 10.97.050, and through the Federal Bureau of Investigation before any services are rendered under this agreement. The record check shall include a fingerprint check using a complete Washington State criminal identification fingerprint card. The Contractor shall provide a copy of the record before any services are rendered under this agreement. The Contractor shall pay for the requirements set forth in this paragraph. Any individual working as a Contractor or individual provided by a Contractor, who will have access to children or enter Agency property, shall provide a completed W.A.T.C.H. Record Check form.

**TERMINATION:** This agreement may be terminated at any time by either party in whole or in part with or without reason. In the event of termination, the Agency is only liable for payment in accordance with the payment provisions of this agreement rendered before the effective date of the termination. Should the Agency terminate this agreement for cause and the Agency finds it necessary to seek other sources to complete the project, the Agency shall have the right to collect the difference from the Contractor, if the price is higher.

**W-9:** A W-9 is required to establish a vendor profile for the contractor. If the contractor has previously provided the Business Office with a W-9 they do not need to attach an additional W-9 to this contract. However, a new W-9 must be submitted if any information has changed, i.e. address, name, or tax classification. A copy of the contractor's W-9 may be requested at any time by the Agency.

Tobacco, drugs, and weapons are prohibited on Agency property and at school sponsored events.

**The Contractor is not authorized to begin services under this agreement prior to the receipt of an Agency Purchase Order.**

\*By my signature, I acknowledge that I have read, understand, and agree to the terms and conditions of Snoqualmie Valley School District #410. I agree to the compensation terms as stated above:

_____	_____
*Service Contractor	*Date
_____	_____
Building Administrator	Date
_____	_____
Business Services Review <a href="mailto:invoices@svsd410.org">invoices@svsd410.org</a>	Date
_____	_____
Ryan Stokes; Director of Business Services	Date

<b>OFFICE USE ONLY – Section to be completed by School/Department</b>	
<i>Must be completed before sending to D.O. Business Office for final approval.</i>	
FUND:	<input type="checkbox"/> ASB <input type="checkbox"/> GENERAL FUND <input type="checkbox"/> SPED <input type="checkbox"/> CAPITAL FUND
ACCOUNT:	
_____ E 530 _____	= \$ _____
_____ E 530 _____	= \$ _____