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Contract #	6212-IA-01403
Title	Government Relations Network

Contract for services provided by Capital Region ESD 113 dated this 17th day of October, 2022 between:

CAPITAL REGION ESD 113 (ESD113)
6005 Tyee Drive SW · Tumwater, WA 98512
AND
NORTH THURSTON PUBLIC SCHOOLS (AGENCY)
305 College Street NE · Lacey, WA 98516

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 partner in the Capital Region ESD Government Relations Network. The intent is to provide more support to district leaders, to remain current on legislative activity, and to strengthen our regional presence in the legislative process.

II. RESPONSIBILITY OF CAPITAL REGION ESD 113 (ESD113)

In accordance with this Agreement, ESD113 must maintain a contractual agreement with governmental relations firm Phillip Burgess Government Relations LLC and shall:

- Serve as single point of contact between participating school districts and Phillips Burgess.
- Convene planning session.
- Support creation of platform materials.
- Provide platform for weekly teleconferences.
- Assist with regional communication.
- Coordinate with other partner organizations.

On behalf of our region Phillips Burgess shall:

- Facilitate our regional legislative platform development.
- Work with legislative staff and legislators to advocate for our shared legislative positions.
- Partner with other education partners to influence policy development.
- Provide weekly updates to superintendents during the legislative session (Thursday AM calls and electronic updates).
- Coordinate and support regional leader engagement/presentations during session.
- Provide talking points and assist area superintendents with legislative updates to their boards/community.

III. RESPONSIBILITIES OF North Thurston Public Schools (Agency)

In accordance with this Agreement the Agency shall:

- Identify primary point of contact.
- Participate in regional priority development activities.
- Share resulting priorities with legislative delegation.
- If possible, volunteer for legislative watch weeks.

IV. TERM OF THE CONTRACT

The initial term start of this Contract is September 1, 2022 through August 31, 2023.
Auto-renewing? ☐ NO ☒ YES *If yes, Contract shall be automatically renewed from year to year unless ESD 113 the Vendor provides written notice of its election to terminate this Agreement sixty days prior to August 31 of any fiscal year.*

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V. PAYMENT PROVISIONS

For satisfactory performance of the work as set forth in the "Responsibilities of Capital Region ESD 113"; the Agency shall pay ***$6,000 (Six Thousand Dollars).***

Capital Region ESD 113 shall submit properly computed invoices to the district annually.

Payment shall be made within 30 days of invoice receipt.

SIGNATURES

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

Dana Anderson Date 10/27/2022

Capital Region ESD 113 Authorized Signor

Debra Clemens Date 10/26/2022

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.

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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 desribed in the terms of this Agreement.

PAYMENTS
The Agency or its designee determines that the services or goods provided by Capital Region ESD 113 are satisfactory, provided that such determination shall be made within a reasonable time and not be unreasonably withheld.
Interim payments during the contract are allowed as specified. Any date specified herein for payment(s) shall be considered extended as necessary to process and deliver a warrant for the amount(s). Such extension will be not greater than thirty (30) days following completion of the service and receipt of an appropriate invoice, whichever occurs later.

INDEMNIFICATION
The Agency or its designee indemnifies and shall defend and hold Capital Region ESD 113, its employees, agents 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 obligations or performance 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 on the interpretation of the content of this contract or any appendices 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 Capital Region ESD 113 or any designee thereof at any time, with or without reason, upon written notification thereof to the Agency. 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.

CONTRACTOR'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 or social security 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.

ESD 113 PROGRAM MANAGER Cherrie Thomas **PROGRAM ACCOUNT CODE** 8912

BILLING RESPONSIBILITY ☐ PROGRAM (Program will be responsible for notifying Business Office when work is ready to be invoiced.)
☒ BUSINESS OFFICE (Contract will be billed exactly as written in section V. PAYMENT PROVISIONS)

BOARD NOTIFICATION If contract/consortium is over $50,000, summary sent to ESD Contracts Office. ☐ YES ☒ N/A

AGENCY CONTACT NAME: Agency Contact **EMAIL:**

AUTHORIZED SIGNOR NAME: DR. DEBRA CLEMENS **EMAIL: DCLEMENS@NTHURSTON.K12.WA.US**

CONTRACT OFFICE APPROVAL – In accordance with Capital Region ESD 113 Contract Procedure 6212-P

ESD Contracts
Contract Office Approval

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CONTRACT / AGREEMENT (CR ESD 113 Providing Services)

Contract #	

BETWEEN

Capital Region ESD 113
(Hereinafter referred to as ESD 113)
6005 Tyee Drive SW
Tumwater, WA 985012

360.464.6700 Fax 360.464.6900

AND ***North Thurston School District***
(Hereinafter referred to as Vendor)

305 College St NE, Lacey, WA 98516

Telephone: 360-412-4400
Federal Tax ID Number:
Email Address: dclemens@nthurston.k12.wa.us

In consideration of the promises and conditions contained herein, ESD 113 and the North Thurston School District do mutually agree as follows:

I. PURPOSE

The purpose of this Contract is to partner in the Capital Region ESD Government Relations Network. The intent is to provide more support to district leaders, to remain current on legislative activity, and to strengthen our regional presence in the legislative process.

RESPONSIBILITY OF ESD 113 (Service Provider)

- Enter into contractual arrangement with governmental relations firm, Phillips Burgess Government Relations LLC.

In accordance with this Contract, ESD 113 shall:

- Serve as single point of contact between participating school districts and Phillips Burgess.
- Convene planning session.
- Support creation of platform materials.
- Provide platform for weekly teleconferences.
- Assist with regional communication.
- Coordinate with other partner organizations.

On behalf of our region Phillips Burgess will:

- Facilitate our regional legislative platform development.
- Work with legislative staff and legislators to advocate for our shared legislative positions.
- Partner with other education partners to influence policy development.
- Provide weekly updates to superintendents during the legislative session (Thursday AM Calls and electronic updates).
- Coordinate and support regional leader engagement/presentations during session.
- Provide talking points and assist area superintendents with legislative updates to their boards/community.

II. RESPONSIBILITIES OF DISTRICT (Payor)

In accordance with this Contract the District shall: KB

- Identify primary point of contact
- Participate in regional priority development activities
- Share resulting priorities with legislative delegation
- If possible volunteer for legislative watch weeks

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CONTRACT / AGREEMENT (CR ESD 113 Providing Services)

III. TERM OF THE CONTRACT

The start date of this Contract is the later of ***August 1, 2018*** or the date that signatures have been obtained from both parties to the Contract. The end date of this Contract is ***August 31, 2019.*** It shall be automatically renewed from year to year unless ESD 113 or the Vendor provides written notice of its election to terminate this Agreement sixty days prior to August 31 of any fiscal year.

IV. PAYMENT PROVISIONS

For satisfactory performance of the work as set forth in the "Responsibilities of ESD 113"; the District shall pay $7,468.00 (Seven thousand four hundred sixty eight dollars) for the annual 2018-19 membership in the Capital Region ESD 113 Government Relations Network.

Payment shall be made within 30 days of invoice receipt.

SIGNATURES

In witness whereof, the Superintendent of ESD 113 and the Vendor certify that they have read, understand, and executed this entire agreement.

Dana Anderson Date 7/17/2018
Dr. Dana Anderson, Superintendent ESD 113, or designee

Debbie Clemens Date 7/17/2018
District's Signature and Certification

Original copy to be signed, returned to ESD 113, and approved by the Superintendent of ESD 113 prior to the commencement of services.

I. PAYMENTS

The Vendor or its designee determines that the services or goods provided by the ESD 113 are satisfactory, provided that such determination shall be made within a reasonable time and not be unreasonably withheld.

Interim payments during the contract are allowed as specified. Any date specified herein for payment(s) to Vendor shall be considered extended as necessary to process and deliver a warrant for the amount(s). Such extension will be not greater than thirty (30) days following completion of the service and receipt of an appropriate invoice, whichever occurs later.

II. INDEMNIFICATION

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

III. DISPUTES

Notice of potential disputes between the Vendor and ESD 113 on the interpretation of the content of this contract or any appendices 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 the ESD 113 Board of Directors, whose decision shall be final.

IV. TERMINATION

This agreement may be terminated by ESD 113 or any designee thereof at any time, with or without reason, upon written notification thereof to the Vendor. The notice shall specify the date of termination and shall be conclusively deemed to have been delivered and received by Vendor 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 Vendor by mail or other means at an earlier date and/or time.

In the event of termination by ESD 113, Vendor 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

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expenses incurred as of termination, but solely to the extent such expenses are reimbursable pursuant to the provision of the agreement.

V. VERBAL AGREEMENTS

This written agreement constitutes the mutual agreement of Vendor and 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.

VI. 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.

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

VII. CONTRACTOR'S SIGNATURE

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

VIII. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND INELIGIBILITY

If federal funds are the basis for this agreement, the 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.

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