

**CAPITAL REGION ESD 113
INTERLOCAL AGREEMENT AR
FORM 6212-IA
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Contract #	6212-IA-01325
Title	Fingerprinting Services

Contract for services provided by Capital Region ESD 113 dated this 7 day of September, 2022 between:

CAPITAL REGION ESD 113 (ESD113)
6005 Tyee Drive SW · Tumwater, WA 98512
AND
SUMNER SCHOOL DISTRICT
1202 Wood Avenue-Summer, WA 98390

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

I. PURPOSE

The purpose of this Agreement is to provide **SUMNER SCHOOL DISTRICT** Fingerprint services and administrative processing to Office of Superintendent of Public Instruction (OSPI) and Washington State Patrol/Federal Bureau of Investigation (WSP/FBI).

II. RESPONSIBILITY OF CAPITAL REGION ESD 113 (ESD113)

In accordance with this Agreement, ESD113 shall:

- Collect fees from SUMNER SCHOOL DISTRICT and disburse funds due monthly to both OSPI and WSP/FBI.
- Prepare and provide SUMNER SCHOOL DISTRICT with a monthly summary of transactions.

III. RESPONSIBILITIES OF SUMNER SCHOOL DISTRICT In accordance with this Contract the Agency shall

- Monthly: send to ESD 113, for fingerprints processed that month, the full amount of fingerprinting fees for OSPI and WSP/FBI with the invoice provided for this purpose by ESD113.
- Annually: In September (at the beginning of each school year) remit an administrative fee payable to ESD113 upon receipt of invoice provided for this purpose.
- Consolidate fees collected locally and remit a single warrant to ESD 113 for the full amount due each month.
- Fees are due to OSPI and WSP/FBI regardless of whether SUMNER SCHOOL DISTRICT receives an NFS payment. As a result, SUMNER SCHOOL DISTRICT must be responsible for all payment instruments accepted by local policy or practice. Amounts due ESD113 will be calculated on the number of fingerprints submitted for processing, not the number of fingerprints paid. Non-payment of fees, partial or in full, will result in the immediate suspension of services until all past due amounts have been paid in full.

IV. TERM OF THE CONTRACT

The initial term start of this Contract shall be the later of September 1, 2022 through August 31, 2023.

Auto-renewing? ☐ NO ☒ YES If yes, Contract shall be automatically renewed from year to year unless 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 annual price increases and are subject to change.

V. PAYMENT PROVISIONS

For satisfactory performance of the work as set forth in the "Responsibilities of Capital Region ESD 113"; the SUMNER SCHOOL DISTRICT will be invoiced each September for an administrative fee. The established rate for fiscal year 2022/23 is **\$600.00 (Six hundred dollars and no/100)**. Rate is subject to change annual per the terms of this contract.

Capital Region ESD 113 shall submit properly computed invoices to the district documenting amount claimed.

SIGNATURES

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

Dr. Dana Anderson Date 9/28/2022

Dr. Dana Anderson, Capital Region ESD 113

Laurie Dent Date 9/27/2022

Laurie Dent, SUMNER SCHOOL DISTRICT

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 the 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 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 Thompson

PROGRAM ACCOUNT CODE 7402

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: Cindy Reams

EMAIL: CKREAMS@ESD113.ORG

AUTHORIZED SIGNOR NAME: DR.DANA ANDERSON

EMAIL: DANDERSON@ESD113.ORG

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

Contract Office Approval