



Memorandum of Agreement for Services Provided by ESD 123
Between

Educational Service District 123 (ESD 123)
3924 West Court Street • Pasco, WA 99301
AND
Kennewick School District (District/Contractor)
1000 W. 4th Avenue • Kennewick, WA 99336

In consideration of the premises and mutual promises herein, the parties hereto agree to enter into a contractual arrangement with the following terms and conditions:

- A. Purpose:
The purpose of this Agreement is for Kennewick School District to have access to GALE Resources through the Washington State Database Licensing program.
- B. Responsibilities of ESD 123:
 - Act as a liaison between the district and GALE services provided through the Washington State Library.
 - Provide access to the GALE database of resources.
 - Invoice the district based on the FTE count at a rate of \$0.18 per student, plus tax and indirects.
- C. Responsibilities of District/Contractor:
 - Payment upon receipt of invoice in the amount of \$0.18 per student FTE, plus tax and indirects.
 - Confirm October 1, 2024 student FTE count.
 - Designate an individual(s) to be the liaison with ESD 123.
 - Provide access to educators and/or students.
 - Understand that subscriptions are automatically renewed on a yearly basis per previously signed Intent to Participate form unless a [Cancellation form](https://apps.sos.wa.gov/assets/library/libraries/projects/sdl/Cancellation_Form.pdf) is submitted to the Washington State Library by April 30, 2025. Cancellation forms may be found on the Washington State Library website or at https://apps.sos.wa.gov/assets/library/libraries/projects/sdl/Cancellation_Form.pdf.
- D. Following its approval by the authorized signatory for the District/Contractor this agreement shall commence and be effective for the period beginning July 1, 2024, and shall terminate at midnight on June 30, 2025, with the exception of Sections III and V on page 2, which will continue to bind the parties, their heirs, and successors.

PAYMENT PROVISIONS

Contract Fees paid by the District/Contractor not to exceed \$4,200.
ESD 123 shall submit properly computed invoices to the district immediately upon receipt of invoice.

In witness whereof, the District/Contractor and the ESD 123 have read, understand, and executed this entire agreement.

DocuSigned by:
Educational Service District 123
Steve McCullough
10/10/2024 | 10:38 AM PDT
Steve McCullough, Superintendent
Educational Service District 123
1001.71.0000.8250

Signed by:
Kennewick School District
Dr. Traci Pierce
10/10/2024 | 6:37 PM PDT
Dr. Traci Pierce, Superintendent
Kennewick School District

Initial DS Initial
TRB TB ASH

ESD 123 Budget Account Code(s)

DS DS DS DS
MB MAT KH MP

I. INDEPENDENT CONTRACTOR STATUS OF DISTRICT/CONTRACTOR

District/Contractor and District/Contractor's employees shall perform all duties pursuant to this Contract as an independent contractor. The District/Contractor certifies they are filing a schedule of expenses with the Internal Revenue Service, has established an account with the Washington State Department of Revenue and other appropriate state taxing agencies, and is maintaining a separate set of records for their business.

II. PROHIBITION AGAINST ASSIGNMENT

Neither this contract nor any interest therein may be assigned by either party without first obtaining the consent of the other party.

III. SUPPLANT

No use of funds from this agreement shall be used to supplant existing programs.

IV. OWNERSHIP OF WORK PRODUCTS AND RESTRICTION AGAINST DISSEMINATION

If the District/Contractor is required by this Contract to develop a concept of product for ESD 123, then all correspondence, papers, documents, reports, files, film work products (inclusive of intellectual concepts and properties), and all copies thereof which are received or developed by the District/Contractor and District/Contractor's employee(s) and agent(s) in the course of performing, or as incident thereto, District/Contractor duties pursuant to the agreement shall, immediately upon receipt, preparation, or development, become the exclusive property of ESD 123 in perpetuity of any and all purposes. All items described above shall be provided to and left with the ESD 123.

When ESD 123 obtains such rights, the District/Contractor and District/Contractor's employees and agent(s) shall not, without prior written approval of ESD 123, either during the term of this agreement or at any time thereafter, directly or indirectly disclose or give to any person, firm, partnership, corporation, agency, or political subdivision; any state or federal governmental; any educational agency, institution, or organization any portion of the above-described items and properties or any information acquired in the course of or as an incident to the performance of contracted duties hereunder, for any purpose or reason.

V. COPYRIGHT

ESD 123 shall be responsible for the acquisition of any necessary copyright releases for materials used in the performance of services under this Contract. This shall not include materials originated under this Contract to which ownership belongs to ESD 123.

VI. INDEMNIFICATION

The District/Contractor and the ESD 123 agree to mutually indemnify and hold each other harmless for any and all claims which hereafter arise on the part of any and all persons as a direct or indirect result of the District/Contractor or the ESD 123 employees or agents' performance or failure to perform duties pursuant to this Contract.

VII. MALPRACTICE INSURANCE

All Contractors providing services to minors must have valid malpractice insurance coverage. Upon request by ESD 123, Contractor must be able to show evidence of such coverage.

VIII. TERMINATION

Either party may terminate the Agreement by providing the other party thirty (30) days prior written notice. In the event of termination by the ESD, District/Contractor shall be entitled to an equitable proration of the total compensation provided herein for uncompensated services which have been performed as of the termination.

IX. VERBAL AGREEMENTS

This written Contract constitutes the mutual agreement of the District/Contractor and the ESD as a whole. No alternation or variation of the terms of this Contract and no oral understandings or agreements not incorporated herein, unless made in writing between the parties hereto, shall be binding.

X. APPLICABLE LAW

The laws of the State of Washington shall govern this Contract.

XI. NONDISCRIMINATION

No person shall, on the grounds of race, creed, color, national origin, gender, or handicapping condition be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under activities performed pursuant to this Contract.

XII. SUSPENSION AND DEBARMENT

District/Contractor hereby certified, by signing this agreement, it is not on the Excluded Parties List Report, that they, nor their Principals, are presently debarred, suspended, proposed for debarment, or declared ineligible, or voluntarily excluded for the award of agreements by any Federal governmental agency or department. (Principals, for purposes of this certification, mean officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity). District/Contractor shall provide immediate written notice to ESD 123 if, at any time during the term of this Contract, including any renewals hereof, it learns that its certification was erroneous when made or has become erroneous by reason of changed circumstances.