

AGREEMENT FOR SERVICES
BETWEEN
STATE OF WASHINGTON
DEPARTMENT OF LICENSING
AND
ARLINGTON SCHOOL DISTRICT

This Agreement is made and entered into by and between the Washington State Department of Licensing (hereinafter called "DOL"), and

Arlington School District
18821 Crown Ridge Blvd
Arlington, WA 98223

Telephone: (360) 618-6300 ext 3242
Facsimile:
E-mail: james_brooke@asd.wednet.edu

(Hereinafter called "Contractor")

PURPOSE

The purpose of this Agreement is to facilitate testing of Washington's driver license applicants under Washington State standards. This agreement establishes the requirements and authorization for driver training schools licensed by DOL under chapter 46.82 RCW and school districts who offer a traffic safety education program under chapter 28A.220 RCW to administer the driver licensing examinations on behalf of DOL.

In consideration of the terms and conditions contained herein, the parties agree as follows:

SPECIAL TERMS & CONDITIONS

1. **STATEMENT OF WORK**

The Contractor shall furnish the necessary personnel, equipment, material and/or services and otherwise do all things necessary for or incidental to the performance of work set forth in the *Statement of Work*, Attachment B, attached hereto and incorporated herein.

2. **TERMS AND CONDITIONS**

All rights and obligations of the parties to this Agreement shall be subject to and governed by the following: *Special Terms & Conditions* contained in the text of this Agreement; the *General Terms and Conditions*, Attachment A, the *Statement of Work*, Attachment B; and *Performance Monitoring*, Attachment C.

3. **PERIOD OF PERFORMANCE**

Regardless of the date of signature and subject to its other provisions, this Agreement shall begin on **December 1, 2012**, and end on **November 30, 2017**, unless terminated sooner or extended by DOL as provided herein. This contract can be extended multiple times at the discretion of DOL.

4. **COMPENSATION**

There are no direct costs to DOL for this Agreement. The Contractor agrees that DOL shall not be responsible for any costs or expenses incurred by the Contractor in the performance of work described in this Agreement. Contractor compensation will be collected from applicants.

5. **INSURANCE**

The Contractor shall provide insurance coverage as set out in this section or provide evidence of self insurance as related to Public School Districts. The intent of the required insurance is to protect the State should there be any claims, suits, actions, costs, damages or expenses arising from acts or omissions of the Contractor, or agents of the Contractor, while performing under the terms of this Agreement.

The Contractor shall provide insurance coverage which the Contractor shall maintain in full force and effect during the term of this Agreement as follows:

5.1 Commercial General Liability Insurance Policy

Provide a Commercial General Liability Insurance Policy, including contractual liability, in adequate quantity to protect against legal liability arising out of Agreement activity but no less than \$1,000,000.

5.2 Automobile Liability

Services delivered pursuant to this Agreement that involves the use of vehicles, whether owned, leased or otherwise available to the Contractor, automobile liability insurance shall be maintained. The minimum limit for automobile liability is:

- a. \$1,000,000 for bodily injury and property damage.
- b. Includes property damage and uninsured motorist coverage.

Note: Contractor does not provide liability insurance for applicants using privately owned vehicles for drive tests.

5.3 Professional Liability, Errors and Omissions Insurance:

The Contractor shall maintain Professional Liability or Errors and Omissions Insurance. The Contractor shall maintain minimum limits of no less than \$1,000,000 per occurrence to cover all program activities by the Contractor and licensed staff employed or under contract to the Contractor.

The insurance required above shall be issued by an insurance company(s) authorized to do business within the state of Washington and shall be maintained and in full force and effect for the term of this contract and as prescribed by RCW 46.82.310 for licensure.

6. MEMO OF UNDERSTANDING (MOU)

Any communications that Agreement Managers determines to address more than day-to-day concerns, but do not modify the terms of this Agreement, shall be documented by a written, numbered *Memo of Understanding*. Changes in the Agreement Managers, location changes, date and time changes, which are considered routine and will be documented through written correspondence and do not require an MOU.

7. ASSURANCES

DOL and the Contractor agree that all activity pursuant to this Agreement will be in accordance with all the applicable current or future federal, state and local laws, rules, and regulations.

8. GOVERNANCE

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9. ORDER OF PRECEDENCE

The items listed below are incorporated into this agreement by reference. Any inconsistency in the Agreement shall be resolved by giving precedence in the following order:

- a) Applicable Federal and Washington State Statutes and Regulations;
- b) *Special Terms & Conditions* as contained in the basic Agreement;
- c) *General Terms & Conditions*, Attachment A;
- d) *Statement of Work*, Attachment B; and
- e) Any other provisions of the Agreement incorporated by MOU, reference or otherwise.

10. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, or part thereof if such remainder conforms to the terms and requirements of applicable law and the intent of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

11. AGREEMENT MANAGEMENT

The Agreement Manager for each of the parties shall be responsible for and shall be the contact person for all communications regarding the performance of this Agreement.

The Agreement Manager for the Contractor is:	The Agreement Manager for DOL is:
James Brooke 18821 Crown Ridge Blvd Arlington, WA 98223 Phone: (360) 618-6300 ext 3242 FAX: () E-Mail: james_brooke@asd.wednet.edu	Tana Cochran Department of Licensing Driver Training School Program PO Box 435 Olympia WA 98507-0435 Phone: (360) 664-6692 FAX: (360) 570-4976 E-Mail: tse@dol.wa.gov

12. ALL WRITINGS CONTAINED HEREIN

This Agreement consists of thirteen (13) pages including the following attachments:

- A = General Terms & Conditions
- B = Statement of Work
- C = Examiner Roster
- D = Staff Roster
- E = Testing Site Information

This Agreement sets forth in full all the terms and conditions agreed upon by the parties. Any other agreement, representation, or understandings, verbal or otherwise, regarding the subject matter of this Agreement shall be deemed to be null and void and of no force and effect whatsoever.

IN WITNESS WHEREOF, the parties have executed this Agreement.

(Washington State UBI Number)