

INTERLOCAL COOPERATION AGREEMENT

between

Northshore School District No. 417

and

Edmonds School District No.15

For Printing Services

PARTIES

This AGREEMENT is made and entered into by and between the Northshore School District No. 417 (herein referred to as "Northshore"), and the Edmonds School District No.15 (herein referred to as "Edmonds").

PURPOSE

RCW 39.34, the Interlocal Cooperation Act, provides for interlocal cooperation between governmental agencies. The purpose of this AGREEMENT is to describe the interagency cooperation arrangement designed to provide efficient use of each party's resources and services to the benefit of each party and their patrons and taxpayers in the area of printing. It is mutually agreed that Northshore and Edmonds shall provide each other with printing services as required or requested. The service shall include document layout and preparation, printing, copying, finishing, and other related services.

PERIOD OF PERFORMANCE

This AGREEMENT shall commence upon execution by the parties and shall remain in effect until December 1, 2014, unless earlier terminated as provided herein. This AGREEMENT may subsequently be renewed for two (2) successive one (1) year periods. Such extensions shall occur automatically and shall not require written notice of such extension. Should either party desire not to renew for the upcoming year such party must provide written notice within 30 days of the expiration of the Agreement of its intent not to renew.

PAYMENT

Edmonds shall pay Northshore and Northshore shall pay Edmonds for said printing/copier services pursuant to the formula outlined in the attached Addendum. Said Addendum shall be reviewed annually and adjusted as agreed upon by both parties no later than July 1 of each year commencing in the year 2012. After said annual review, prices shall remain as agreed for the remainder of the year, unless review is needed because of circumstances such as drastic change in cost of supplies or materials. Any pricing changes will be effective as of September 1 of the same year.

PRICING

Pricing for Edmonds will be the same as Northshore's pricing per attached Addendum. Pricing for Northshore will be the same as Edmonds' pricing for its internal customers.

BILLING PROCEDURE

Each party shall provide the other with a single monthly invoice for printing services each month. Payment to the invoicing party for completed work will be made within 30 days of receipt of proper invoice. All invoices must identify the job number assigned to the printing request.

RECORDS MAINTENANCE

The parties to this AGREEMENT shall each maintain books, records, documents, and other evidence which sufficiently and properly reflect total charges by either party in the performance of the services described herein. These records shall be subject to inspection, review, or audit by personnel from the parties hereto, other personnel duly authorized by the parties, the State Auditor's Office, and federal officials, so authorized by law. All books, records, documents, and other material relevant to this AGREEMENT will be retained for six years after expiration in the Northshore Business Services Office and the Edmonds Business Office, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period. Records and other documents, in any medium, furnished by one party to this AGREEMENT to the other party, will remain the property of the furnishing party, unless otherwise agreed. ~~The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond.~~ Each party will utilize reasonable procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties. Provided that disclosure may occur when disclosure is required pursuant to the public disclosure provisions of Chapter 42.17 RCW.

SCHEDULE OF PERFORMANCE OF WORK

All work requested shall be completed with reasonable promptness. "Reasonable" shall be defined as within 2 working days of the promised delivery date.

NON PERFORMANCE

If one party is not able to fulfill its obligations under the terms of this AGREEMENT, the other party may purchase equivalent product on the open market. Each party shall notify the other in writing as soon as it becomes aware of any circumstance that may prevent performance under the terms of this AGREEMENT.

FORCE MAJEURE

Neither party will be held liable for non-performance under the terms of this AGREEMENT due to unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing as soon as it becomes aware of any circumstance that may prevent performance under the terms of this AGREEMENT.

ASSIGNMENT

The work to be provided under this AGREEMENT, and any claim arising there under, is not to be assigned or transferred nor is it delegable by either party in whole or in part, without the expressed prior written consent of the other, which consent shall not be unreasonably withheld.

PRODUCT QUALITY AND INTEGRITY

Printed products should not contain any integrity errors, such as missing text or graphics and misspelling, nor quality issues such as ink density. Any such issues will require rush job replacement and at no additional cost to the party ordering the product or service. If the party that caused the error can be identified, that party will be responsible for any additional cost to correct the error. Otherwise, the responsibility for additional costs will be by mutual agreement.

DELIVERY OF PRINTING REQUEST AND DELIVERY OF COMPLETED PRODUCT

It is the responsibility of the requesting party to deliver the printing order to the party doing the work. The requesting party is responsible for picking up the completed printing order from the party doing the work.

RIGHTS IN DATA

Unless otherwise provided, data which originates from this AGREEMENT shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by requesting party. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this AGREEMENT shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

AGREEMENT ALTERATIONS AND AMENDMENTS

This AGREEMENT may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

TERMINATION

Either party may terminate its obligations under this AGREEMENT subject to the following condition: In the event either party fails to appropriate funds for continuation of this AGREEMENT, either party may terminate involvement with this AGREEMENT. Termination of the AGREEMENT shall be

accomplished by providing to the other party thirty (30) days written notice prior to the beginning of the fiscal year for which funds are not appropriated. Such written notice shall state that the district did not appropriate sufficient or any funds, as the case may be. Such notice must be accompanied by payment of all sums then owed under this AGREEMENT. The terminating party, upon compliance with the above, shall then be released from further contractual obligation to make additional payments pursuant to this AGREEMENT.

TERMINATION FOR CAUSE

If for any cause, a party does not fulfill in a timely and proper manner its obligations under this AGREEMENT, or if a party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 30 working days. If failure or violation is not corrected, this AGREEMENT may be terminated immediately by written notice of the aggrieved party to the other. Either party shall have the option to terminate this AGREEMENT at any time. Termination shall be effective upon 30 (thirty) days written notice to the other party.

DISPUTES

In the event that a dispute arises under this AGREEMENT, a Dispute Board shall determine the dispute in the following manner: Each party of this AGREEMENT shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, contract terms, and applicable statutes and rules and make a determination of the dispute. Northshore and Edmonds agree to be bound by the determination of the Dispute Board.

GOVERNANCE

This AGREEMENT is entered into pursuant to and under the authority granted by the laws of the State of Washington. The provisions of this AGREEMENT shall be construed to conform to those laws. In the event of an inconsistency in the terms of this AGREEMENT, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. applicable state statutes and rules;
- b. statement of work;
- c. AGREEMENT between Northshore and Edmonds; and
- d. any other provisions of the AGREEMENT, including materials incorporated by reference.

WAIVER

A failure by a party to exercise its rights under this AGREEMENT shall not preclude that party from subsequently exercising such rights and shall not constitute a waiver of any other rights under this AGREEMENT unless stated in writing and signed by an authorized representative of the party and attached to the original AGREEMENT.

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, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this AGREEMENT, and to this end the provisions of this AGREEMENT are declared to be subject to severability.

ALL WRITINGS CONTAINED HEREIN

This AGREEMENT contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this AGREEMENT shall be deemed to exist or to bind any of the parties hereto.

CONTRACT MANAGEMENT

~~The contract manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of the AGREEMENT.~~

The contract manager for Northshore:
Mr. Paul Katz
Printing & Distribution Manager Support Services
22105 23rd Drive S.E.
Bothell, WA 98021
Phone: 425-489-6272
FAX: 425-489-6010

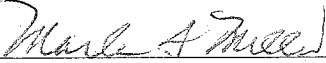
The contract manager for Edmonds:
Mr. Eddie McGehee
Printing Services Coordinator
Educational Service Center
20420 68th Avenue West
Lynnwood, WA 98036
Phone: 425-431-7095
FAX: 425-431-7328

INDEMNIFICATION

To the extent permitted by state law, and for the limited purposes set forth in this AGREEMENT, each party shall protect, defend, hold harmless and indemnify the other party, their officers, elected officials, agents and employees, while acting within the scope of their employment as such, from and against any and all claims (including demand, suits, penalties, liabilities, damages, costs, expenses, or losses of any kind or nature whatsoever) arising out of or in any way resulting from such party's own negligent acts or omissions related to such party's participation and obligations under this AGREEMENT. Each party agrees that its obligations under this subsection extend to any claim, demand, and / or cause of action brought by or on behalf of any of its employees or agents. For this purpose, each party, by mutual negotiation, hereby waives, with respect to the other party only, any immunity that would otherwise be available against such claims under the industrial insurance act provisions of Title 51 RCW.

IN WITNESS WHEREOF, and consistent with action by the respective governing bodies to so authorize, the parties have executed this AGREEMENT.

For Edmonds School District No. 15



Marla S. Miller

Title: Executive Director

Date: Business and Operations

11/29/2011

For Northshore School District No. 417:



Title:

Date:

Superintendent

11/24/12

Board Approval November 15, 2011

Board Approval January 24, 2012

**ADDENDUM TO
INTERLOCAL COOPERATION AGREEMENT**

Between
Northshore School District No. 417
and
Edmonds School District No. 15

PRICING STRUCTURE

In consideration of the rendering of printing/ copying and related services to each other by the Edmonds School District No. 15 and the Northshore School District No. 417(as specified in the Interlocal Cooperation Agreement), charges for such services effective from the date of the Agreement shall be as follows:

1. System (Variable Cost) Fees

The following formula shall be applied on a cost per-impression basis for the payment of copying, printing and related services.

Black & White Copying:

2 A. Cost per copy of \$.02 for 8.5 x 11 and 14", and \$.025 for 11 x 17" plus paper and supplies. Supplies could include staples and tape. Paper will be charged per graphic pricing based on paper type.

Printing:

2 B. Offset printing will be charged using an hourly rate of \$35.00 per hour plus supplies. Supplies: plates, film, film assembly, ink, press operation, paper and disposal of chemicals. Please see Attachment (1) for price schedule.

Bindery/Finishing:

2 C. Bindery/Finishing services will be charged using an hourly rate of \$35.00 an hour plus supplies. Supplies: combs, staples etc. Please see Attachment (2) for price schedule.

Digital Color Copying:

2 D. Cost per copy: Please see Attachment (3) for price schedule, plus paper and supplies. Supplies could include staples and tape. Paper will be charged per graphic pricing based on paper type.

BILLING PROCEDURES

Billing shall be on a monthly basis as specified under the "Billing Procedure" paragraph in the Interlocal Cooperation Agreement. There will be no minimum quantity or cost orders.

PAYMENT

As specified under the "Payment" paragraph in the Interlocal Cooperation Agreement, this Addendum, which includes Attachments (1) and (2), shall be reviewed annually and modified accordingly as agreed upon by both parties no later than July 1 of each year. Any pricing changes will be effective as of September 1 of the same year.

Attachment (1)

Northshore School District Graphics Center

B List Customers:

Edmonds School District

Charges

Copier Charges:	\$.02 for 11" (plus paper)
	\$.02 for 14" (plus paper)
	\$.025 for 17" (plus paper)
Tape Binding	\$.35 per book
Booklet making	\$.07 per book
Stapling 1 staple inc. Additional staples	\$.015 per staple
Folding	\$.02 per sheet Min Charge \$3.00
Comb Binding	\$.28/book plus \$.12 3/8" Comb
\$.35/book plus	\$.17 5/8" Comb
\$.45/book plus	\$.20 any size over 5/8"
Padding	\$.30 per pad minimum \$3.00
	\$3.00 per 100 sets (\$3.00 minimum)
Handwork/Manual	\$30.00 an hour

Attachment (2)

Color Copies (PAPER NOT INCLUDED)

8.5" x 11"

Color One Sided	Color Two Sided	Color 1 side B&W 2nd side
\$0.40	\$0.55	\$0.47

8.5" x 14"

\$0.42	\$0.58	\$0.50
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11" x 17"

\$0.58	\$0.75	\$0.67
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Color Copying: Volume Discounts:

	<i>Color One Sided</i>	<i>Color Two Sided</i>	<i>Color one side B&W 2nd side</i>
8.5" x 11"			
1,001-2,500	\$0.34	\$0.47	\$0.40
2,501-4,000	\$0.30	\$0.41	\$0.35
4,001 and up	\$0.26	\$0.36	\$0.31

8.5" x 14"

1,001 -2,500	\$0.36	\$0.49	\$0.43
2,501 - 4,000	\$0.32	\$0.44	\$0.38
4,001 and up	\$0.27	\$0.38	\$0.33

11" x 17"

1,001 -2,500	\$0.49	\$0.64	\$0.57
2,501 - 4,000	\$0.44	\$0.56	\$0.50
4,001 and up	\$0.38	\$0.49	\$0.44

Digital Press Black & White Copying*

** High Quality Digital / Color Machine Cost*

8.5"x11" \$0.07 per side

8.5"x14" \$0.08 per side

11"x17" \$0.09 per side