

INTERLOCAL AGREEMENT

between

Northshore School District 417

and

Highline School District 401

PARTIES

This AGREEMENT is made and entered into by and between the Northshore School District (herein Northshore), and the Highline School District (herein Highline).

PURPOSE

It is the purpose of this AGREEMENT to describe the interagency cooperation arrangement designed to provide efficient use of each party's resources and services to the benefit of each agency and their patrons and taxpayers in the area of printing services.

THEREFORE, IT IS MUTUALLY AGREED THAT:

Northshore and Highline shall provide each other with printing services as required or requested. The services shall include document layout and preparation, printing, copying, finishing, bulk mailing and other related services.

PERIOD OF PERFORMANCE

The period of performance of this AGREEMENT shall commence on April 1, 2010, and be completed by March 31, 2015 unless terminated sooner as provided herein.

RATES

Highline shall pay Northshore for said printing/copier services pursuant to the formula and rates outlined in the attached addendum. Said Addendum shall be reviewed annually and adjusted as agreed upon by both parties no later than July 15 of each year. Any adjustments will go into effect starting September 1 of the next school year.

BILLING PROCEDURE

Invoices shall be remitted on a monthly basis for printing services. Payment to the Northshore School District for completed work will be made within 30 days of receipt of invoice. If there is a dispute on an invoice, the parties will be allowed a reasonable amount of time (not to exceed sixty (60) business days from the notification of the dispute) to mutually remedy the issue. All charges on invoices will be paid, with the exception of the disputed amount, within 30-days of receipt of invoice. The disputed amount will be paid immediately upon dispute resolution.

RECORDS MAINTENANCE

The parties to this AGREEMENT shall each maintain books, records, documents, and other evidence, which sufficiently and properly reflect all direct and indirect costs, expended 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 Office of the State Auditor, 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 Highline 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.

INTERLOCAL AGREEMENT
Northshore and Highline School Districts
Page 2 of 4

Each party will utilize reasonable security 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. If such disclosure is requested, each party will notify the other of the request and allow the requested party sufficient time in compliance with the Public Disclosure Provisions to respond to consult with counsel, if appropriate, before responding to inquiry.

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 district may terminate its obligations under this AGREEMENT subject to the following condition: In the event either district fails to appropriate funds for continuation of this AGREEMENT, either party may terminate its 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.

INTERLOCAL AGREEMENT

Northshore and Highline School Districts

Page 3 of 4

DISPUTES

In the event that a dispute arises under this AGREEMENT, a Dispute Board shall determine it 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.

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 Highline; and
- d. any other provisions of the AGREEMENT, including materials incorporated by reference.

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 any party in whole or in part, without the expressed prior written consent of the others, which consent shall not be unreasonably withheld.

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.

**INTERLOCAL AGREEMENT
Northshore and Highline School Districts
Page 4 of 4**

CONTRACT MANAGEMENT

The contract manager as designated by each district shall be responsible for all communications and billings regarding the performance of the AGREEMENT.

The contract manager for Northshore is:

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 Highline is:
is:

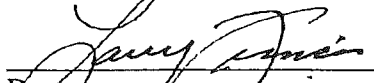
Ms. Paula Rockwell
Business Analyst
15675 Ambaum Blvd SW
Burien, WA 98166
Phone: 206-277-5932
FAX: 206-431-3578

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, suites, 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.

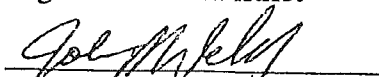
IN WITNESS WHEREOF, and consistent with action by the respective governing bodies to so authorize, the parties have executed this AGREEMENT.

Northshore School District


By: _____
Its Secretary to the Board

Date 3/23/10

Highline School District


By: _____
Its Secretary to the Board

Date _____

ADDENDUM TO: **INTERLOCAL AGREEMENT**
Between
Northshore School District 417
And
Highline School District 401
Rev. 3/2/10/10

PRICING STRUCTURE

In consideration of the rendering of printing/ copying and related services to the Highline School District by the Northshore School District (as specified in the Interlocal Agreement), charges for such services effective from April 1, 2010 until August 31, 2010 shall be as follows:

1. System Fees

The attached pricing addendums for **Black & White, Digital Color Copying** include a copy charge and paper. Note that the base prices identified below include deliveries to the Highline Warehouse up to three times per week. Basic copy job types will be returned within three to five business days. Additional charges are applied for finishing services such as, stapling, drilling, and binding as well as different colors, types or sizes of paper. Please refer to the addendum for specific details.

Black & White Copying:

2 A.

1 sided, \$.022 for 8.5 x 11 / \$.04 8.5x14 / \$.056 11 x 17 inc paper, supplies additional.

2 sided, \$.027 for 8.5 x 11 / \$.06 8.5x14 / \$.081 11 x 17 inc paper, supplies additional.

Supplies could include staples and tape.

Please see attached pdf for a detailed pricing schedule.

Envelopes/Letterhead/Business Cards:

2 B. Please see attached pdf for detailed pricing schedule.

Bindery/Finishing:

2 C. Please see attached pdf for detailed pricing schedule.

Digital Color Copying:

2 D. Please see attached pdf for detailed pricing schedule.

Bulk Mailing:

2 E. Please see attached pdf for detailed pricing schedule.

Paper Price List:

AA. Please see attached pdf for detailed pricing schedule.

BILLING PROCEDURES

Billing shall be on a monthly basis as specified under the billing Procedures' paragraph found in the Interlocal Agreement.

PAYMENT

As specified under the Payment paragraph found in the Interlocal Agreement, this addendum shall be reviewed annually and modified accordingly as agreed upon by both parties no later than July 15 of each year.

Highline School District:

Name: John Welch

Signature:



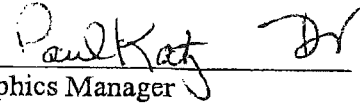
Title: Superintendent

Date:

Contract Manager Northshore School District:

Name: Paul Katz

Signature:



Title: Graphics Manager

Date: