

INTERLOCAL AGREEMENT BETWEEN EDMONDS COMMUNITY COLLEGE AND EDMONDS SCHOOL DISTRICT NO. 15

Channel 21/38 Operations and Video Production Support

This Interlocal Agreement (“Agreement”) is made this 9th day of January 2018, by and between Edmonds Community College (hereinafter referred to as the “College”) and Edmonds School District No 15 (hereinafter referred to as the “School District”), both municipal corporations under the laws of the State of Washington.

RCW Chapter 39.34 (Interlocal Cooperation Act) permits local government units to make the most efficient use of their powers by enabling them to cooperate with other government entities on the basis of mutual advantage and thereby to provide services and facilities in a manner pursuant to forms of governmental organizations that will accord best with geographic, economic population, and other factors influencing the needs and development of local communities.

The College operates the South Snohomish Municipal Government Access Channel known as Channel 21/38 serving Comcast Cable and Frontier Cable subscribers of South Snohomish County, 24 hours a day, seven days a week, with a signal originating from the College.

The School District wishes to produce and broadcast programs and messages to the Comcast Cable and Frontier Cable subscribers using the South Snohomish Municipal Government Access Channel.

Therefore, the parties, by the Agreement, wish to provide for the College’s responsibility to provide message and program services to the School District.

The parties agree as follows:

1. PURPOSE.

The primary purpose of this Agreement is to provide an arrangement between the School District and the College to allow for the School District to have air time and Message Board postings on the South Snohomish Municipal Government Access Channel.

2. DUTIES AND RESPONSIBILITIES:

a. The College shall:

- i. Provide space, equipment and staff for Channel 21/38 operations.
- ii. Provide page templates for presenting materials.
- iii. Manage Channel 21/38 operations and schedule programs according to mutually agreed upon parameters.
- iv. Permit 20 pages of information during any broadcast period supplied by the School District.
- v. Schedule up to 20 hours of program broadcast time per week.
- vi. Provide 100 staff hours of video production per fiscal year.

b. The School District shall:

- i. Provide programs, broadcast-ready material and message board information based on the supplied page templates.

3. **TERM.**

The term of this Agreement shall be for twelve (12) months beginning February 1, 2018 and running through January 31, 2019, with two additional one-year extensions. 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 to the other party.

4. **PAYMENT**

In compensation for the services supplied the School District shall pay five thousand dollars (\$5,000) per year in advance to the College within thirty (30) days after receipt of a properly executed invoice.

5. **TERMINATION**

Termination of this Agreement may be accomplished by mutual agreement of both parties prior to the end of the term. In the case of early termination of this Agreement by the College a prorated amount equal to one twelfth (1/12) of the payment will be due to the School District for each month, or portion thereof, that services under this Agreement are not received by the School District. In the case of early termination of this Agreement by the School District a prorated amount equal to one twelfth (1/12) of the payment will be due to the College for each month, or portion thereof, that services under this Agreement is provided by the College.

6. **RENEGOTIATION**

At the option and mutual consent of the College and the School District, the terms of this Agreement may be re-negotiated at the end of the first term. Such re-negotiation shall include a review of the financial terms of the Agreement, and an adjustment or revision to the financial terms of this Agreement should the parties agree that an adjustment or revision is indicated and necessary.

7. **INDEPENDENT CONTRACTOR**

It is mutually understood and agreed that the College and the School District are separate, independent agencies. The employees of the School District are not, nor shall they be deemed to be, employees of the College, and the employees and students of the College are not, nor shall they be deemed to be, employees of the School District. This Agreement does not, and shall not be deemed to, create a separate legal or administrative entity and neither party shall be liable for any liability, claim, loss or damage based upon such a claim.

8. NOTICE

All notices required to be served or given in accordance with the terms of the Agreement shall be hand delivered or mailed via the U.S. Postal Service, postage paid, to the following addresses of record:

School District: Stewart Mhyre, MBA, CSBA
Executive Director, Business & Operations
Edmonds School District
20420 68th Avenue West
Lynnwood, WA 98036

College: Dan Dootson
Director for Visual Communications
Edmonds Community College
20000 68th Avenue West
Lynnwood, WA 98036

9. ENTIRE AGREEMENT

This Agreement represents the entire Agreement between the parties and shall not be added to or supplemented by the parties without written amendment that is mutually agreed to by the parties to this Agreement.

10. GOVERNING LAW

This Agreement and all questions concerning the capacity of the parties, execution, validity (or invalidity), and performance of this Agreement, shall be interpreted, construed and enforced in all respects in accordance with the laws of the State of Washington. This Agreement has been negotiated and drafted by all the parties and is not to be construed in favor of any of the parties.

In witness whereof, the parties hereto have executed this Agreement as of this day and year above written.

EDMONDS COMMUNITY COLLEGE

EDMONDS SCHOOL DISTRICT

Kevin McKay Date
Vice President for Finance & Operations

Stewart Mhyre, MBA, CSBA Date
Executive Director, Business & Operations