

RESOLUTION NO. 10-17
EDMONDS SCHOOL DISTRICT #15
SNOHOMISH COUNTY, WASHINGTON

AUTHORIZE INTERLOCAL COOPERATION AGREEMENT
WITH EDMONDS COMMUNITY COLLEGE

WHEREAS, RCW 39.34, the Interlocal Cooperation Act, provides for interlocal cooperation between governmental agencies; and

WHEREAS, the Edmonds School District #15 copying volume to the Print Shop has decreased and demand for specialized labor-intensive services has increased; and

WHEREAS, a mutual cooperative agreement with another entity can provide an avenue for leveraging equipment and labor costs, while continuing to offer the services that schools and programs need; and

NOW THEREFORE, BE IT RESOLVED by the Board of Directors of the Edmonds School District #15, Snohomish County, as follows:

1. That an interlocal cooperation agreement be formed between the Edmonds School District #15 and Edmonds Community College, for the purpose of mutually obtaining and providing printing related services.
2. That the Superintendent or designee of Edmonds School District #15, Snohomish County, Washington, is hereby designated as representative to the interlocal cooperation agreement, and the Superintendent or designee is further authorized to execute and implement the requisite agreement or agreements to accomplish this purpose.

ADOPTED by the Board of Directors of Edmonds School District #15, Snohomish County, Washington, at a regular meeting thereof this 20th day of April 2010.

Edmonds School District No. 15
BOARD OF DIRECTORS

Susan Phillips, Board President

Gary Noble, Vice President

Susan Paine, Legislative Representative

Patrick Shields, Member

ATTEST:

Nick Brossoit, Ed.D.
Secretary of the Board

Ann McMurray, Member

INTERLOCAL COOPERATION AGREEMENT
For Printing Services
between
Edmonds School District No.15
and
Edmonds Community College

PARTIES

This Interlocal Cooperation Agreement (hereinafter referred to as "AGREEMENT") is made and entered into by and between the Edmonds School District No.15 (hereinafter referred to as "School District"), and the Edmonds Community College (hereinafter referred to as "College").

PURPOSE

RCW 39.34, the Interlocal Cooperation Act, provides for 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 the School District and the College will 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 either upon filing a copy thereof with the County Auditor or posting on either party's web sites in accordance with RCW 39.34.040, and shall remain in effect until August 31, 2015, unless earlier terminated as provided herein.

PAYMENT

The School District shall pay the College and the College shall pay the School District 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 2010. After said annual review, prices shall remain as agreed until August 31 of the following 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 the School District will be the same as the College's pricing per attached Addendum. Pricing for the College will be the same as the School District's pricing for its preferred outside 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 College's business office and the School District's 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 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.

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 the work requested 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 mispagination, 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. Requesting party is responsible for picking up the completed printing order from the party doing the work, unless negotiated otherwise.

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. The College and the School District 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 the College and the School District; 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 administrator for this AGREEMENT for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this AGREEMENT.

The administrator for this AGREEMENT for the respective parties are:

Supervisor, Print and Mail Center
Edmonds Community College
20000 68th Ave W
Lynnwood, WA 98036
Phone: 425-640-1681

Printing Services Supervisor
Edmonds School District #15
20420 68th Avenue West
Lynnwood, WA 98036
Phone: 425-431-7095

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.

Edmonds Community College

Edmonds School District

By:

By:

Date _____

Date _____

ADDENDUM
Dated April 7, 2010
Interlocal Agreement
For Printing Services
Between
Edmonds Community College
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 Community College and the Edmonds School District No. 15 (as specified in the Interlocal Agreement for Printing Services), charges for such services (plus applicable sales tax) 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 \$.025 for 8.5 x 11 and 14", and \$.05 for 11 x 17" plus paper. Paper will be charged based on paper type.

Digital Color Copying:

2 B. Color copying is priced at \$0.263 per copy for 8.5 x 11 and 14", and \$.525 for 11 x 17" plus paper. Paper will be charged based on paper type.

Printing:

2 C. Offset printing will be charged per Attachment 1 for price schedule.

Bindery/Finishing:

2 D. Bindery/Finishing services will be charged per Attachment 1 for price schedule.

Pre-Press:

2 E. Pre-Press will be charged per Attachment 1 for price schedule.

Posters and Banners:

2 F. Pre-Press will be charged per Attachment 2 for price schedule.

BILLING PROCEDURES

Billing shall be on a monthly basis as specified under the "Billing Procedure" paragraph in the Interlocal Agreement for Printing Services.

There will be no minimum quantity or cost orders.

ADDENDUM DATED APRIL 7, 2010
INTERLOCAL AGREEMENT FOR PRINTING SERVICES
Edmonds Community College and Edmonds School District No. 15

PAYMENT

As specified under the "Payment" paragraph in the Interlocal Agreement, this Addendum 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.

For Edmonds Community College:

For the Edmonds School District:

By:

By:

Date:

Date:

INTERLOCAL AGREEMENT FOR PRINTING SERVICES
Edmonds Community College and Edmonds School District No. 15
Attachment 1 Dated APRIL 7, 2010

Offset Printing Charges (plus applicable sales tax)

Silvermaster Plate	\$5.25 per plate
Metal Plate	\$10.50 per plate
Set Up	\$5.25 per plate
Printing Impressions	\$0.015 each
Ink Washup / Black	\$5.25
Ink Washup/ Color	\$7.88
Paper supplies priced per kind	

Bindery Charges (plus applicable sales tax)

Booklet making	\$0.158 per book (with \$5.25 setup fee)
Folding	\$0.01 per sheet (with \$4.20 setup fee)
Perforating/Scoring	\$0.131 per sheet (with \$5.25 setup fee)
Comb Binding	\$1.05 per book (under 1") [\$2.10 minimum] \$1.31 per book (1" and over) [\$2.10 minimum]6
Plastic Coil Binding	\$1.75 per book (with vinyl covers, front and back) \$1.50 per book (without vinyl covers)
Handwork/Manual	\$0.53 per minute (\$31.80 per hour)

Paper and supplies priced per kind

Pre-Press Charges (plus applicable sales tax)

Graphic Design	\$47.25 per hour (\$5.25 minimum)
Computer Time	\$47.25 per hour (\$5.25 minimum)
Mail Merging	\$0.03 per variable (\$5.25 setup)

Paper and supplies priced per kind

INTERLOCAL AGREEMENT FOR PRINTING SERVICES
Edmonds Community College and Edmonds School District No. 15
Attachment 2 Dated APRIL 7, 2010

Charges for Posters & Banners (plus applicable sales tax)

Wide Format Printing: \$ 5.00 per square foot (for full color printing)
 \$ 3.50 per square foot (for spot color printing)
 \$ 2.00 per square foot (for black printing)

Paper priced per kind

Laminating:	<i>You Trim:</i>	<i>We Trim:</i>
For 3 mil	\$1.00 per square foot	\$1.25 per square foot
For 5 mil	\$1.15 per square foot	\$1.40 per square foot
For dry erase	\$1.25 per square foot	\$1.50 per square foot

Foam Core Mounting: \$2.75 per square foot (1st board)
 \$2.50 per square foot (additional boards)

Grommets: \$0.50 each