

RESOLUTION NO. 11-42
OF EDMONDS SCHOOL DISTRICT No. 15
SNOHOMISH COUNTY, WASHINGTON

Authorize Interlocal Cooperation Agreement
with Edmonds Community College
for use of
South Snohomish Municipal Government Access Channel (Channel 21)

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

WHEREAS, Edmonds Community College operates the South Snohomish Municipal Government Access Channel known as Channel 21 serving COMCAST Cable and Frontier Cable subscribers of South Snohomish County 24 hours a day, 7 days a week with a signal originating from the Edmonds Community College, and;

WHEREAS, Edmonds School District No.15 wishes to broadcast programs and messages to the COMCAST Cable and Frontier Cable subscribers using the South Snohomish Municipal Government Access Channel; and;

WHEREAS, Edmonds Community College wishes to provide message and program services to the Edmonds School District No.15, and the Edmonds School District No.15 agrees to provide payment in consideration for the services;

NOW THEREFORE, BE IT RESOLVED by the Board of Directors of the Edmonds School District No.15, Snohomish County, as follows:

1. That an interlocal cooperation agreement be formed between the Edmonds School District No.15 and Edmonds Community College for use of South Snohomish Municipal Government Access Channel (Channel 21);
2. That the Superintendent or designee of Edmonds School District No.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 No.15, Snohomish County, Washington, at a regular meeting thereof this 25th day of October, 2011.

Edmonds School District No. 15
BOARD OF DIRECTORS

Susan Paine, Board President

Gary Noble, Vice President

Susan Phillips, Legislative Representative

ATTEST:

Patrick Shields, Member

Nick Brossoit, Ed.D.
Secretary of the Board

Ann McMurray, Member

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

Channel 21 Operations

THIS INTERLOCAL AGREEMENT ("Agreement") is made this _____ day of _____, 2011, by and between the Edmonds School District No. 15 ("School District") and the Edmonds Community College ("College"), both municipal corporations under the laws of the State of Washington.

WHEREAS, Chapter 39.34, RCW (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; and

WHEREAS, the College operates the South Snohomish Municipal Government Access Channel known as Channel 21 serving COMCAST Cable and Frontier Cable subscribers of South Snohomish County 24 hours a day, 7 days a week with a signal originating from the College; and

WHEREAS, the School District wishes to broadcast programs and messages to the COMCAST Cable and Frontier Cable subscribers using the South Snohomish Municipal Government Access Channel; and

WHEREAS, the parties, by this Agreement, wish to provide for the College's responsibility to provide message and program services to the School District;

NOW, THEREFORE, the School District and the College 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 airtime and Message Board postings on the South Snohomish Municipal Government Access Channel.

2. DUTIES AND RESPONSIBILITIES

2.1 The College shall:

- 2.1.1** Provide space, equipment and staff for Channel 21 operation.
- 2.1.2** Provide page templates for presenting materials.
- 2.1.3** Manage Channel 21 operation and schedule programs according to mutually agreed upon parameters.
- 2.1.4** Permit 20 pages of information during any broadcast period supplied by the School District.
- 2.1.5** Schedule up to 20 hours of program broadcast time per week

2.2 The School District shall:

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

3. TERM

The term of this agreement is intended to be for twelve (12) months from November 1, 2011 through October 31, 2012 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.

4. PAYMENT

In consideration for the services supplied the School District shall pay five thousand dollars (\$5000.00) per year in advance to the College due within thirty days after the School District's receipt of a properly completed invoice.

5. TERMINATION

Termination of this Agreement may be accomplished by mutual agreement of the 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 City and the College, 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 City and the College are separate, independent agencies. The employees of the City 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 City. 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.

7. NOTICE

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

Edmonds School District:

Marla S. Miller
Assistant Superintendent
Edmonds School District #15
20420 68th Ave. West
Lynnwood, WA 98036-7400

Edmonds Community College:

Kevin McKay

Vice President of Fin. and Opr.
Edmonds Community College
20000 – 68th Ave. West
Lynnwood, WA 98036-5999

8. 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 mutually agreed by the parties to this Agreement.

9. 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 have caused their duly authorized representatives to execute this Agreement in duplicate counterparts this ____ day of _____, 2011.

EDMONDS COMMUNITY COLLEGE

EDMONDS SCHOOL DISTRICT NO. 15

KEVIN McKAY
Vice President of Finance & Operations

NICK BROSSOIT, Ed.D.
Superintendent

DATE: _____

DATE: _____

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