INTERLOCAL
AGREEMENT
BETWEEN

STATE OF WASHINGTON
DEPARTMENT OF PRINTING

AND THE

CITY OF DUVALL

THIS AGREEMENT is made and entered into by and between the **DEPARTMENT OF PRINTING,** hereinafter referred to as "Printer", and the **CITY OF DUVALL,** hereinafter referred to as "City".

The Printer has printing equipment and provides printing services to state agencies. It is the purpose of this interlocal agreement to make available to the City the printing services of the State Printer. It is therefore mutually agreed that:

STATEMENT OF WORK

When requested by the City, the Department of Printing agrees to do printing jobs on behalf of the City. Each printing job shall be completed on a time schedule mutually agreed to by the Printer and the City for that job. With respect to each request, the Department of Printing shall furnish the necessary personnel and service and otherwise do all things necessary for or incidental to providing printing services to the City. The Department of Printing has a main print plant located in Tumwater, which provides printing services for large printing jobs, multicolor jobs, and bulk mailings. Fourteen copy centers are located in Olympia, Lacey, Tumwater and Burien for quick turnaround printing requests.

The City shall reimburse the Printer for each printing job at the Printer's established rates, which shall, at a minimum, fully reimburse the Printer for all of the direct and indirect costs incurred by the Printer in performing printing services for the City.

TERMS AND CONDITIONS

All rights and obligations of the parties to this agreement shall be subject to and governed by the Special Terms and Conditions contained in the text of this agreement. The City reserves the right to contract independently for printing services with or without notice being given to Printer.

PERIOD OF PERFORMANCE

The period of performance of this agreement will commence on March 13, 2002 and continue until either party decides to terminate this agreement upon 30 days written notification.

BILLING PROCEDURE

The Department of Printing shall submit invoices upon completion of the printed job. Copy center work will be billed at the end of every month. Payment to the Department of Printing for work completed will be made by warrant within 30 days of receipt of the invoice. Upon termination of the agreement, any claim for payment not already made shall be submitted within 30 days after the termination date.

RECORDS MAINTENANCE

The parties to this agreement shall 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 of either party or other personnel duly authorized by either party, the Office of the State Auditor, and federal official so authorized by law. The Printer will retain all books, records, documents, and other material relevant to this agreement for five years after expiration and the Office of the State Auditor, federal auditors, 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.

CONTRACT MAINTENANCE

The work described herein shall be performed under the coordination of the Purchasing Manager of the City and the Printer, or their successors, who will provide assistance and guidance to the other party necessary for the performance of this agreement.

HOLD HARMLESS

The City shall defend, protect and hold harmless the Department of Printing and State of Washington, or any employees thereof, from and against all suits or actions arising from jobs performed by the Department of Printing under this agreement at the request of the City, which suits or actions allege libel or slander, injury to person or property, violation of a right of confidentiality, or use or reproduction of material of any kind which constitutes an infringement of any copyright, patent trademark or tradename.

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 the Printer and the City.

TERMINATION

Either party may terminate this Agreement upon 30 days' prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either 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 15 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.

SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced or limited in any way after the effective date of this contract and prior to normal completion, Printing may terminate the contract under the "Termination" clause, subject to re-negotiation under those new funding limitations and conditions.

DISPUTES

In the event that the parties are unable to resolve a dispute under this agreement, either party may request the formation of a three member Dispute Board, or other dispute resolution method agreed to by both parties in writing. If the Dispute Board method is used, then the membership of the board will be appointed as follows: one member by the Printer, and one member by the City, and one member jointly by the Printer and the City. The Dispute Board shall evaluate the dispute and make a determination of the dispute with the majority prevailing. The determination of the Dispute Board, or other dispute resolution method agreed to, shall be binding on the parties hereto.

ORDER OF PREFERENCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the State of Washington and any applicable federal laws. 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 federal and state statutes and regulations;

b) Statement of work; and

c) Any other provisions of the agreement, including materials incorporated by reference.

ASSIGNMENT

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

WAIVER

A failure by either party to exercise its rights under this agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in writing 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 severable.

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.

GOVERNING LAW

This agreement shall be governed by the laws of the State of Washington. In the event of a lawsuit involving this contract, venue shall be proper only in Thurston County.

CONTRACT MANAGEMENT

Your Interlocal Agreement **Agency #** DUV-8075

The program 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 program manager for the City of Duvall is:
Delivery Address:
15535 Main Street NE
Duvall, WA 98019

City of Duvall
Dianne Nelson, Finance Director
PO Box 1300
Duvall, WA 98019
(425) 788-1185 - phone
(425) 788-8097 – fax

The program manager for the Department of Printing is: Dan Swisher, Assistant Director, PO Box 798, Olympia, WA 98507-0798; 7580 New Market St. SW, Tumwater, WA 98502, (360) 753-6820

IN WITNESS WHEREOF, parties have executed this agreement.

City of Duvall

Hon. Becky Nixon,
Mayor of the City of Duvall

Date 3-28-02

State of Washington
Department of Printing

Dan Swisher, Assistant Director

Date 4-8-02