

INTERLOCAL COOPERATION  
AGREEMENT  
BETWEEN

STATE OF WASHINGTON  
DEPARTMENT OF PRINTING

AND THE

CITY OF UNIVERSITY PLACE



THIS AGREEMENT, entered into under the authority and provisions of 39.34 RCW, is made and entered into by and between the State of Washington Department of Printing, hereinafter referred to as "Printer", and the City of University Place, 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 Printer agrees to do printing jobs on their behalf. 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 Printer shall furnish the necessary personnel and service and otherwise do all things necessary for or incidental to providing the printing services to the City. The Printer has a main print plant located in Tumwater, which provides printing services for large printing jobs, multicolor jobs, and bulk mailings. In addition to the main plant, copy centers are located in Olympia, Lacey, and Tumwater for quick turnaround color and black/white 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 the requested printing services.

TERMS AND CONDITIONS

All rights and obligations of the parties to this Agreement shall be subject to and governed by the 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 June 11, 2004 and continue until either party decides to terminate this Agreement as provided for below.

## BILLING PROCEDURE

The Printer shall submit invoices upon completion of the printed job. Copy center work will be billed at the end of every month. Payment to the Printer 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 that 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 officials so authorized by law. The Printer will retain all books, records, documents, and other material relevant to this Agreement for six 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.

## AGREEMENT MAINTENANCE

The work described herein shall be performed under the coordination of the Program Manager of each of the parties as provided below, 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 Printer under this Agreement, 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 trade name.

City, and one member jointly by the parties to this Agreement. The Dispute Board shall evaluate the dispute and make a determination of the dispute with the majority prevailing. The

AGREEMENT MANAGEMENT

Your Interlocal Agreement Agency # 9591000

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 of the City is:

City of University Place  
Gretchen Lusink  
3715 Bridgeport Way W. Suite B-1  
University Place, WA 98466  
(253) 566-5656 telephone  
(253) 566-5658 fax  
91-1684517 Tax ID No.  
glusink@cityofup.com

The program manager for the Department of Printing is:

Dan Swisher, Assistant Director  
Mailing address: P.O. Box 798  
Olympia, WA 98507-0798  
Physical address: 7580 New Market St. SW  
Tumwater, WA 98502  
(360) 570-5555 phone  
(360) 586-8831 fax

**IN WITNESS WHEREOF, the parties have executed this Agreement.**

CITY OF UNIVERSITY PLACE

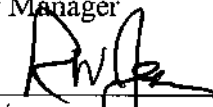
STATE OF WASHINGTON  
DEPARTMENT OF PRINTING


By: Robert W. Jean

By: Dan Swisher

Title: City Manager

Title: Assistant Director

Signature: 

Signature: 

Date: 6/22/04

Date: 6-24-04