

**INTERLOCAL AGREEMENT BETWEEN
BETHEL SCHOOL DISTRICT AND
FRANKLIN PIERCE SCHOOLS**

This Interlocal Agreement ("ILA") is entered into this ___ day of _____, 2018, between Bethel School District and Franklin Pierce Schools. Each entity may be referred to individually as a "party" and collectively as the "parties."

BACKGROUND

The Interlocal Cooperation Act, as amended, and codified in Chapter 39.34 of the Revised Code of Washington provided for interlocal cooperation between governmental agencies.

Franklin Pierce Schools desires to enter into this ILA for printing services to be performed by the Bethel School District.

NOW THEREFORE, the parties agree as follows:

I. Purpose

The purpose of this ILA is to acknowledge the parties' mutual interest as Bethel School District is able to provide printing services and Franklin Pierce Schools would like to pay for printing services.

II. Bethel School District responsibilities under this ILA

- A. Will perform printing services as requested by Franklin Pierce Schools. Pricing and estimated delivery will be provided in a written confirmation document.
- B. Will be responsible for ensuring that printing services will be completed by the dates documented in the confirmation document.
- C. Will invoice Franklin Pierce Schools for printing services.

III. Franklin Pierce Schools responsibilities under this ILA

- A. Will submit printing requests in a written format.
- B. Will pay for the printing services within 30 days of the invoice.
- C. Copyright permissions are the responsibility of Franklin Pierce Schools. When requesting printing services, Franklin Pierce Schools will provide written documentation that materials are not copyrighted or the district has the publisher's permission to reprint materials.

IV. Financing and Reimbursement

- A. Bethel School District will be responsible for invoicing Franklin Pierce Schools.
- B. Franklin Pierce Schools will be responsible for paying invoices within 30 days.
- C. Franklin Pierce Schools will be responsible for any shipping or delivery charges requested by their entity.

V. Term

This ILA will commence on the date set forth in the Preamble above ("Effective Date") and will remain in force until canceled by either party in writing, with the understanding that any jobs in process will be invoiced and paid as described in IV above.

VI. Records and Audit

To the extent required by law, during the Term and for a period of 7 years thereafter, the parties shall retain all books, records accounts, reports, files and the like pertaining to the Program (including related contract documents) and agree to make such items available for inspection by the respective parties to this Agreement.

VII. Agency

No personnel of one party will be considered an employee or agent of any other party to this ILA. Each party to this ILA assumes full responsibility for its personnel, while performing services related to the Program. Each party shall be solely responsible for the supervision, daily direction, control and payment of salary (including provision of benefits and withholding of income taxes and social security), worker's compensation and disability benefits.

VIII. Indemnity

Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result are vicarious/derivative liability to the indemnitor, its officers, officials, agents, employees, or volunteers.

IX. Miscellaneous Provisions

- A. In the event of any controversy, which may arise out of this ILA, the parties agree to abide by binding arbitration pursuant to state law.
- B. All notices or demands upon any party to this ILA will be in writing and will be delivered in person or sent by mail, addressed as follows:

Franklin Pierce Schools:
Attn: Business Office
Address: 315 129th ST S
Tacoma, WA 98444

Bethel School District:
Attn: Business Office
Address: 516 176th Street E,
Spanaway, WA 98387

- C. Headings are used for convenience only and will not be construed to limit or derogate from the meaning of each clause.
- D. This ILA may be signed in counterparts (including electronic or facsimile transmission); each counterpart will be deemed an original and all taken together constitute one and the same instrument.
- E. To the extent required by applicable law, the parties will include as exhibits to this ILA authenticated copies of each appropriate action by ordinance, resolution or otherwise of the governing bodies authorizing the execution hereof.
- F. This ILA represents the parties' entire understanding and complete ILA on the subject matter contained herein and supersedes any prior or contemporaneous ILAs, representations or

understandings, either written or verbal. This ILA may not be modified or amended, except by a mutually-agreed writing that is signed by an authorized representative of each party and, to the extent required by law made effective by authentication, determination of an agency lawyer or Attorney General or recording.

ACKNOWLEDGED AND AGREED TO BY:

BETHEL SCHOOL DISTRICT

FRANKLIN PIERCE SCHOOLS

By: Althea Clark, Director 11/26/18
Name/Title Date

By: Brandy Marshall A-D HR 11/27/18
Name/Title Date