



Signature Report

May 11, 2009

Ordinance 16512

Proposed No. 2008-0548.1

Sponsors Constantine

1 AN ORDINANCE authorizing the King County executive
2 to enter into an interlocal cooperation agreement with the
3 state Department of Printing for the provision of printing
4 goods and services and to recognize the facilities
5 management division print shop as the exclusive provider
6 of printing goods and services to county agencies and the
7 state Department of Printing as the preferred provider of
8 printing goods and services to county agencies in
9 accordance with the terms of the interlocal cooperation
10 agreement.

11
12 **STATEMENT OF FACTS:**

- 13 1. The King County executive analyzed three options for operations of
14 printing and graphics arts as outlined in the October 2006 printing and
15 graphics business plan.
- 16 2. The King County 2007 Budget Ordinance, 15353, Section 106, as
17 amended, called for the acknowledgment of receipt of a revised executive

18 recommendation and transition plan for printing and graphic arts
19 operations.

20 3. The recommendation and transition plan addressed labor, legal and
21 financial issues resulting from the executive recommendation regarding
22 printing and graphic arts operations after June 30, 2007.

23 4. The King County executive determined that closure of the current
24 printing and graphics arts operations was not the best option and
25 recommended a transition to a new operational model consisting of a
26 distributed graphics and brokerage for printing services as the only viable
27 option.

28 5. The appointed transition manager has determined that engaging a
29 single commercial printer is the best solution to providing in-plant print
30 services and satisfying most of the county department and agency printing
31 needs.

32 6. The state Department of Printing is uniquely positioned to fill the
33 printer role with appropriate supporting business systems, a statewide
34 delivery system, fulfillment capacity and high volume print production
35 capacity.

36 7. The state Department of Printing agrees that the facilities management
37 division print shop has the capacity to serve as a preferred print provider
38 of printing for print orders placed directly with the state Department of
39 Printing that would not normally be fulfilled by the state Department of
40 Printing.

41 8. The county and the state Department of Printing are authorized to enter
42 into an interlocal agreement pursuant to chapter 39.34 RCW, the Interlocal
43 Cooperation Act.

44 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

45 SECTION 1. All departments, divisions, agencies and programs within
46 county government are hereby required to submit print projects to department of
47 executive services centralized printing services provided by the facilities
48 management division. The facilities management division, as the exclusive
49 provider of printing services, is authorized to grant exceptions to this directive
50 through contracts with outside vendors. Any solicitation of bids for printing
51 services must be approved in advance by the facilities management division.

52 SECTION 2. The King County executive is hereby authorized to enter into and
53 execute an interlocal cooperation agreement containing language substantially similar to
54 that attached to this ordinance, necessary for the provision of printing goods and services
55 to county agencies and state agencies located in Seattle/King County. As such, the state
56

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57 Department of Printing is the preferred provider of printing goods and services to county
58 agencies subject to the provisions of the attached interlocal cooperation agreement.
59

Ordinance 16512 was introduced on 10/13/2008 and passed by the Metropolitan King County Council on 5/11/2009, by the following vote:


Yes: 9 - Mr. Constantine, Mr. Ferguson, Ms. Hague, Ms. Lambert, Mr. von Reichbauer, Mr. Gossett, Mr. Phillips, Ms. Patterson and Mr. Dunn
No: 0
Excused: 0

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON



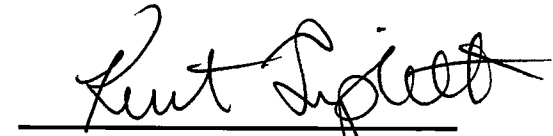
Dow Constantine, Chair

ATTEST:



Anne Noris, Clerk of the Council

APPROVED this 14th day of May, 2009.



Kurt Triplett, Interim County Executive

Attachments A. Interlocal Agreement between the State of Washington Department of Printing and King County, Relating to the Provision of Printing Goods and Services

RECEIVED
2009 MAY 15 PM 3:05
CLERK
KING COUNTY COUNCIL

**INTERLOCAL AGREEMENT BETWEEN THE STATE OF WASHINGTON
DEPARTMENT OF PRINTING AND KING COUNTY, RELATING TO THE
PROVISION OF PRINTING GOODS AND SERVICES**

THIS AGREEMENT is made and entered into by and between King County, a home rule charter county in the state of Washington (hereinafter referred to as the "County"), by and through its Department of Executive Services Facilities Management Division (FMD) and the state of Washington, acting by and through its Department of Printing (PRT). PRT and the FMD may collectively be referred to herein as the Parties and individually as the Party.

WHEREAS, in October 2006, the county executive prepared, and the county council accepted via Motion 12400, a printing and graphics business plan that analyzed options for future operation of the county printing and graphic arts shop (the "Print Shop"), including the options of closing the Print Shop or making a substantial investment in personnel, technology and marketing for the Print Shop; and

WHEREAS, the county executive's business plan determined that neither closing nor making substantial investments in the Print Shop were the best options; and

WHEREAS, in August 2007, the county executive prepared, and the county council accepted via Motion 12659, a revised business plan, entitled "Printing & Graphics Arts Executive Recommendation and Transition Plan" (the "Transition Plan"), which recommended transitioning the Print Shop to a new operational model consisting of distributed graphics and brokerage for printing services; and

WHEREAS, the Transition Plan called for the appointment of a short-term transition manager; and

WHEREAS, the appointed transition manager has determined that coordinating County printing services through a single printer is the best solution for both retaining in-plant Print Shop services and satisfying County department and agency printing needs; and

WHEREAS, PRT is uniquely positioned to fill the printer role with appropriate supporting business systems, a statewide delivery system, fulfillment capacity, and high volume print production capacity; and

WHEREAS, PRT agrees that the Print Shop has the capacity to perform printing services for County departments and agencies assigned through PRT's ordering system, and is uniquely positioned to serve as a preferred print provider of printing for certain print orders placed directly with PRT that would not normally be fulfilled by PRT.

WHEREAS, the governing bodies of each of the Parties have determined to enter into this cooperative Agreement as authorized and provided for by the Interlocal Cooperation Act, codified at Chapter 39.34 RCW, as amended;

NOW THEREFORE, in consideration of the mutual terms, provisions and obligations contained herein, it is agreed by and between the Parties as follows:

1. **Services By PRT:**

1.1. PRT agrees to provide professional and timely printing goods and services to the County on an as-needed basis, and pursuant to written price quotation from PRT and valid purchase order issued by the County during the term of this Agreement.

1.2. PRT agrees to assign sufficient personnel to perform the work that may be requested by the County.

1.3. PRT agrees to develop an on-line ordering system to meet the requirements of County agencies and agrees to use that system to direct printing orders to either the Print Shop, State In-Plant sources, or brokered outside vendors for fulfillment of those orders.

1.4. PRT agrees to screen orders from County agencies using pre-established criteria developed by FMD and, based on the criteria, assign qualifying work orders to the Print Shop for in-plant production.

1.5. PRT agrees to develop, as an integral component to the on-line ordering system, a set of common business card, letterhead, and award document templates that can be used by County customer agencies.

1.6. PRT agrees to provide pre-production graphic services, subject to available PRT capacity, on request for those orders placed with the Print Shop.

1.7. PRT agrees to serve as a broker for any County customer orders that cannot be fulfilled by either the Print Shop or PRT by placing those orders with qualified outside vendors.

1.8. PRT agrees to provide, at no cost, (a) training to requesting County agencies on use of the on-line ordering system, and (b) advisory services on achieving the most cost effective and environmentally sustainable approach on desired print products.

1.9. PRT agrees to provide sufficient connectivity to PRT business systems as deemed necessary by PRT.

2. **Goods and Equipment Obtained From the PRT:** PRT agrees to provide on request printing materials and supplies to FMD at PRT cost.

3. **Services by FMD:**

3.1 Subject to available FMD print capacity, FMD agrees to provide professional and timely printing goods and services as a convenience to State agencies located in the Seattle-King County area on an as-needed basis, and pursuant to written price quotation from FMD and valid purchase order issued by the State during the term of this Agreement.

3.2 FMD will assign sufficient personnel to perform work that FMD, in its discretion, agrees to perform for State agencies.

3.3 FMD agrees to screen all King County orders referred through the PRT screening process and reassign those orders to the PRT that cannot be fulfilled by the Print Shop given the short or long-term capacity of the Print Shop.

3.4 FMD agrees to provide work space for PRT staff providing services to the County as part of this Agreement.

4. **Print Product Pricing:** To the extent feasible, FMD agrees to adopt PRT's product pricing for both County customers and State agencies serviced under Section 3.

The purpose of this provision is to make print products pricing consistent no matter which Party actually fulfills the print order.

5. **Invoicing and Payment – PRT-Provided Print Products:** PRT agrees to charge County customer agencies for its printing services and printed materials in accordance with its published rates and fees applicable to its Interlocal agencies, announced promotion price, educational or government discount price, general price reduction price, large order or volume discount price, or negotiated discount price, whichever is the lowest. PRT agrees to furnish County agencies with its published rates for its printing goods and services, and any amendments as may be issued from time to time. In the event that a price reduction occurs while an order or request for goods and services from a County customer is pending completion, PRT agrees to adjust its initial estimate or proposed invoice to give the County agency benefits of additional discounts or price reductions that may be applicable to the order to be completed or delivered. PRT agrees to submit invoices upon completion of the goods or services requested. Customer payment will be made within 30 days following the date a partial or entire order is delivered to and accepted by the County customer, or the date the invoice is received, whichever is later.

6. **Invoicing and Payment – FMD-Provided Print Products:** FMD agrees to charge PRT for Print Shop printing services and printed materials performed on behalf of State customer agencies in accordance with its published rates and fees applicable to County customers, announced promotion price, other miscellaneous discount prices, large order or volume discount price, or negotiated discount price, whichever is the lowest consistent with the pricing provisions of Section 4. PRT shall reimburse FMD for those

print services rendered in accordance with FMD's published rates and fees. FMD agrees to furnish requesting State agencies with its published rates for printing goods and services, and any amendments as may be issued from time to time if those rates deviate from those of PRT. Both PRT and FMD will reconcile published rates and fees to facilitate common pricing for print products. In the event that a price reduction occurs while an order or request for goods and services from a State agency customer is pending completion, FMD agrees to adjust its initial estimate or proposed invoice to give the requesting State agency benefits of additional discounts or price reductions that may be applicable to the order to be completed or delivered. FMD agrees to submit invoices upon completion of the goods or services requested. Customer payment will be made by PRT within 30 days following the date the entire order is delivered to and accepted by the County customer, or the date the invoice is received, whichever is later.

7. **Adherence to Specifications:** The Parties agree to provide timely and professional printing services and highest quality goods that conform to the terms and conditions set forth by the County or State's specific purchase orders, and the standard purchase order terms and conditions. The Parties shall use only first quality materials and the highest quality workmanship. The Parties will not substitute goods or services without notice to the agreeing Party and assurances that the substitution meets or exceeds the goods and services needs of the applicable customer.

8. **Proper Product Performance:** It is the responsibility of each Party to ensure through visits and consultation with the other Party that the materials, products, services and items supplied to the other Party and its customer agencies under this Agreement perform satisfactorily.

9. **Change Orders:** The Parties agree that requested changes to work described in a quotation will be accepted at any time. Additional charges resulting from a customer change order request will be added to invoices and delivery schedules adjusted by mutual agreement of both Parties and the requesting customer.

10. **Inspections:** The Parties agree that completed work by either Party will be subject to inspection and testing by the other Party. If it is found that completed work is not in compliance with specifications in the applicable purchase order, the work may be rejected with appropriate remediation carried out by the fulfilling Party. Orders placed with either Party may be cancelled if defects are not cured within 48 hours of notification. Nothing in this paragraph shall in any way affect or limit the customer's right as a buyer under the Uniform Commercial Code (RCW Chapter 62A), including rejection and revocation of acceptance.

11. **Cancellations:** Customers may cancel orders upon written notice. The fulfilling Party will promptly stop performance as directed and charge the customer for work completed prior to cancellation pursuant to this Agreement.

12. **Deliveries:** All deliveries from either Party will be F.O.B. destination with all transportation and handling charges paid by the fulfilling Party. Responsibility and liability for loss or damage shall remain with the fulfilling Party until final inspection and acceptance when responsibility shall pass to the customer except as to latent defects.

13. **Delayed Payments:** Payment for completed orders are normally made within 30 days following the date the entire order is delivered or the date the invoice is received, whichever is later. After 45 days and upon written notice to the fulfilling Party, the

fulfilling Party may assess overdue accounts charges up to a maximum rate of one percent per month (12% APR) on the outstanding balance.

14. **Taxes:** Customers shall not be responsible for any taxes or assessments applicable to this Agreement, whether such taxes or assessments are imposed by federal, state, or local governments. It is agreed that each Party shall anticipate such taxes and assessments, if any, and included them in its pricing.

15. **Indemnification:**

15.1 PRT shall indemnify and hold harmless the County, its officers, agents or employees, or any of them, from any and all claims, actions, suits, liability, loss, cost, expenses and damages of any nature whatsoever, by reasons of or arising out of any negligent act or omission of PRT, its officers, agents or employees, or any of them relating to or arising out of performing services pursuant to this Agreement, except for: (a) injuries and damages caused by the sole negligence of the County; or (b) in the event of concurrent negligence, then to the extent of PRT's negligence. In the event that any such suit based upon such a claim, action, loss, liability, cost, expense or damage is brought against the County, the PRT shall defend the same at its sole cost and expense; provided, that the County retains the right to participate in such suit if any principle of government or public law is involved. If final judgment is rendered in said suit against the State Department of Printing, its officers, agents, or employees, or any of them, or jointly against PRT and the County or their respective officers, agents or employees, or any of them, the PRT shall satisfy same to the extent of PRT's negligence.

15.2 The County shall indemnify and hold harmless PRT, its officers, agents or employees, or any of them, from any and all claims, actions, suits, liability, loss, cost,

expenses and damages of any nature whatsoever, by reasons of or arising out of any negligent act or omission of the County, its officers, agents or employees, or any of them relating to or arising out of performing services pursuant to this Agreement, except for: (a) injuries and damages caused by the sole negligence of PRT; or (b) in the event of concurrent negligence, then to the extent of the County's negligence. In the event that any such suit based upon such a claim, action, loss, or damage is brought against PRT, the County shall defend the same at its sole cost and expense; provided, that PRT retains the right to participate in such suit if any principle of government or public law is involved. If final judgment is rendered in said suit against the County, its officers, agents, or employees, or any of them, or jointly against the County and PRT or their respective officers, agents or employees, or any of them, the County shall satisfy same to the extent of the County's negligence.

16. **Preferred Provider of Print Services:**

16.1 The County agrees that the PRT will be the preferred provider of print services to County departments and agencies except for: (1) work orders fulfilled by the Print Shop, (2) specific print jobs performed, at the FMD's direction, by a County contractor, and (3) work orders declined by PRT. This does not restrict PRT from placing certain orders with usual and customary outside vendors if neither FMD nor PRT have the in-plant capabilities to fulfill a specific order.

16.2 PRT agrees that FMD can serve as the preferred provider of print services for those orders placed directly with PRT which would not normally be fulfilled by PRT unless work orders are to be fulfilled by the PRT, the PRT has requested that specific print jobs be placed with a State contractor, or the FMD specifically declines the work

request. This does not restrict FMD from placing certain orders with usual and customary outside vendors if neither the FMD nor the PRT have the in-plant capabilities to fulfill a specific order.

16.3 PRT agrees to authorize FMD as a provider for its Western States Contracting Alliance (WSCA) contract for Printing Services outside of Thurston County. Authority is granted through an Interlocal Agreement based upon the rights and limitations of said contract.

17. **Term and Termination:**

17.1 This Agreement shall be in effect from September 1, 2008 through August 31, 2011. This Agreement may be extended for two (2) additional twelve (12) month periods, subject to the written approval of both the PRT and the County. The County Executive, or the Executive's designee is authorized to execute any extensions to this Agreement.

17.2 Either party shall have the right to terminate this Agreement at any time, with or without cause, upon the giving of thirty (30) days' written notice to the other of such termination. Work in progress will have 60 days for completion once the 30 day written notification is issued.

17.3 Except as otherwise provided, this Agreement may be terminated if one Party fails to comply with any term, condition or obligation of this Agreement within ten (10) days after written notice by the other Party of the default. However, if the default is of such a nature that it cannot be completely remedied within the ten (10) day period, the defaulting Party must begin correction of the default, give notice to the other Party of

such corrective action, and thereafter proceed with reasonable due diligence and in good faith to correct the default as soon as practical to completion.

17.4 Each purchase order placed by either party during the term of this agreement for performance relating to this agreement is subject to the terms and conditions of this agreement.

18. Administration and Contact Persons:

18.1 The Parties stipulate that the persons identified below shall be the administrators of this Agreement and shall be the contact person for their respective jurisdiction. A Party may change its administrator by providing written notice to the other Party.

| | |
|--|---|
| State Department of Printing | King County |
| Momi Friedlander, | Jim Buck |
| Contracting Program Manager | County Administrative Officer, |
| momif@prt.wa.gov | Department of Executive Services, |
| 7580 New Market St SW | 701 5th Avenue |
| | Columbia Center, 32nd Floor, Suite 3220 |
| Olympia, WA 98507-0798 | Seattle, WA 98104 |

19. General Provisions:

19.1 Compliance with Laws. Each Party shall comply with all federal, state, and ordinances applicable to the work under this Agreement. Without limiting the generality of the foregoing, the Parties expressly agree to comply with: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990; (iv) all regulations and administrative rules

established to the foregoing laws; and (v) all other applicable requirements of the federal and state civil rights and rehabilitation statutes, rules, and regulations.

19.2 Safety and Health Requirements. Goods and services provided under this Agreement shall comply with all federal Occupational Safety and Health Administration (OSHA) requirements and with all Washington safety and health requirements, including those of the State Workers Compensation Division.

19.3 Ownership and Confidentiality of Records for Reproduction. Any documents and records that may be furnished to either Party in any medium shall remain the property of the ordering agency unless otherwise agreed. Except where required by law, including but not limited to the Washington public records act, chapter 42.56 RCW (the "Act"), neither Party shall disclose any proprietary or confidential information it may receive from customer agencies unless authorized to do so in writing. In the event a Party determines that documents and records requested under the Act or other applicable laws are subject to disclosure, the disclosing Party shall provide 10 calendar day's advance notice to the other Party prior to making the documents available for inspection.

19.4 Disputes. Notwithstanding any right available at law or in equity, as public bodies, the Parties shall exercise good faith and due diligence to resolve any disputes that may arise between them as pertaining to timeliness, performance, cost, schedule, scope, quality or other terms and conditions of this Agreement. If the dispute cannot be resolved by the Party's Project Managers, the Parties agree to submit the dispute to a mediator mutually selected by the Parties, or by a mediator selected by the King County Prosecuting Attorney if the Parties are unable to agree. The mediation fee

shall be borne equally by the Parties. If the dispute cannot be resolved through negotiation or mediation, either Party may pursue resolution through litigation.

19.5 Entire Agreement. This Agreement contains all of the agreements of the parties with respect to any matter covered or mentioned in this Agreement, and no prior agreements shall be effective for any purpose.

19.6 Filing. A copy of this Agreement shall be filed with the King County Office of Records, or filed as otherwise may be permitted by RCW 39.34.040, as amended.

19.7 Records. Until December 31, 2012, any of either party's records related to any matters covered by this Agreement not otherwise privileged shall be subject to inspection, review, and/or audit by either party at the requesting party's sole expense. Such records shall be made available for inspection during regular business hours within a reasonable time of the request.

19.8 Amendments. No provision of this Agreement may be amended or modified except by written agreement signed by the parties.

19.9 Assignment. Neither the PRT nor the County shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other party.

19.10 Independent Contractor Status: The Parties intend that the relationship created by this Agreement is that of independent contracting parties. Neither Party hereto shall be deemed an agent, partner, joint venturer, or related entity of the other by reason of this Agreement. Each Party agrees that its employees and contractor(s) are not the employees of the other Party and are not eligible for any benefits from the other Party,

including without limitation, federal social security, health benefits, workers' compensation, unemployment compensation and retirement benefits.

19.11 Authority. Each individual executing this Agreement on behalf of the PRT and the County represents and warrants that such individuals are duly authorized to execute and deliver the Agreement on behalf of the PRT or the County.

19.12 No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the parties hereto. No other person or entity shall have any right of action or interest in this Agreement.

19.13 Force Majeure. Neither Party to this Agreement shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond the Party's reasonable control. Either Party may terminate this Agreement by issuing 30 days' written notification after determining such delay or default will reasonably prevent successful performance of this Agreement.

19.14 Severability. Each provision of this Agreement is severable from any and all other provisions of this Agreement. Should any provision of this Agreement be for any reason unenforceable, the balance shall nonetheless be of full force and effect.

19.15 Notice. Any notices required to be given by the parties shall be delivered at the addresses set forth above in Section 18.1. Any notices may be delivered personally to the addressee of the notice or may be deposited in the United States mail, postage prepaid, to the addresses set forth above in Section 19.1. Any notices so posted in the United States mail shall be deemed received three days after the date of mailing.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed.

For King County

Ron Sims, King County Executive

Dated

Approved as to form:
For DAN SATTERBERG
King County Prosecuting Attorney

Deputy Prosecuting Attorney

Dated

For the State Department of Printing

JEAN-LUC DEVIS
Director,
State Department of Printing

Dated

Approved as to form:

SUSAN THOMSON
Assistant Attorney General

Dated