

**INTERAGENCY AGREEMENT
BETWEEN**

**THE STATE OF WASHINGTON
STATE BOARD FOR COMMUNITY AND TECHNICAL COLLEGES**

AND

NORTHWEST EDUCATIONAL SERVICE DISTRICT 189

THIS AGREEMENT, pursuant to Chapter 39.34 RCW, is made and entered into by and between the Washington State Board for Community and Technical Colleges, P.O. Box 42495, Olympia, WA 98504-2495, hereinafter referred to as "SBCTC," and the entity named below, hereinafter referred to as "Contractor."

**Northwest Educational Service District 189
1601 R AVE
Anacortes, WA 98221**

IT IS THE PURPOSE OF THIS AGREEMENT to support the Bridge to College project.

THEREFORE, IT IS MUTUALLY AGREED THAT:

STATEMENT OF WORK

Contractor shall perform the activities set forth in Attachment "A" and shall furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of the work set forth in Attachment "A" attached hereto and incorporated herein.

PERIOD OF PERFORMANCE

The period of performance under this contract will be from June 1, 2016 through August 31, 2017 unless terminated sooner as provided herein.

PAYMENT

The parties have determined that the cost of accomplishing the work herein will not exceed \$15,120 plus approved travel costs. Payment for satisfactory completion of the work shall not exceed this amount unless the parties mutually agree to a higher amount. Compensation for service(s) shall be paid upon completion of the deliverables as outlined in Attachment "B" and is contingent upon acceptance of relevant work products and approval of vouchers by the SBCTC. Funding for this contract is provided from private grant funds. Contractors must follow all state travel and per diem rules, which can be found here: <http://www.ofm.wa.gov/resources/travel.asp> and here: <http://www.ofm.wa.gov/policy/10.htm>.

BILLING PROCEDURE

The Contractor shall submit properly completed invoices to the attention of Michele Rockwell, SBCTC, mrockwell@sbctc.edu. Payment to the Contractor for approved and completed work will be made by

warrant from the State Board within 30 days of receipt of the invoice. No payments in advance or in anticipation of services or supplies to be provided under this contract shall be made by the SBCTC.

The SBCTC may, in its sole discretion, terminate the contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this contract.

Contractor may invoice as often as monthly, but not less than quarterly according to the following schedule:

For Work and Travel Completed Through:	Invoice No Later Than:
June 30, 2016	July 11, 2016
Sept. 30, 2016	Oct. 31, 2016
Dec. 31, 2016	Jan. 31, 2017
March 31, 2017	April 30, 2017
June 30, 2017	July 11, 2017
Aug. 31, 2017	Sept. 30, 2017

Upon expiration of the Agreement, any claim or payment not already made shall be submitted within 30 days after the expiration date. The final invoice shall certify CONTRACTOR has completed all requirement of this agreement.

DUPLICATION OF BILLED COSTS

Contractor shall not bill SBCTC for services performed under this contract, and SBCTC shall not pay Contractor, if Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

FUNDING CONTINGENCY

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to completion of the work in this Agreement, SBCTC may:

- a. Terminate this Agreement with 30 days advance notice. If this Agreement is 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.
- b. Renegotiate the terms of the Agreement under those new funding limitations and conditions,
- c. After a review of project expenditures and deliverable status, extend the end date of this Agreement and postpone deliverables or portions of deliverables, or
- d. Pursue such other alternative as the parties mutually agree to writing.

AMENDMENT

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 each of the parties.

ASSIGNMENT

The work to be provided under this Agreement, and any claim arising under this Agreement, 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.

ASSURANCES

The parties agree that all activity pursuant to this Agreement shall be in accordance with all applicable federal, state, and local laws, rules, and regulations as they currently exist or amend.

CONTRACT MANAGEMENT

The program manager for each of the parties shall be responsible for and shall be the contact person for all communications regarding the performance of this Agreement.

The program manager for SBCTC is:

Sally Zeiger Hanson
PO Box 42495
Olympia, WA 98504
Email: shanson@sbctc.edu

DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall evaluate the facts, Agreement terms, applicable statutes and rules, and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on both parties.

GOVERNANCE

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and the venue of any action brought under this Agreement shall be in Superior Court for Thurston County.

INDEMNIFICATION

Both parties hereto agree to be responsible and assume liability for their own wrongful or negligent acts or omissions, or those of its officers, agents or employees to the full extent required by law. Contractor does not warrant or assume liability for the interpretation or use of project data or results.

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.

NON-COMPLIANCE

If Contractor claims and is reimbursed for costs under a cost reimbursement contract which the SBCTC later finds were (a) claimed in error or (b) not allowable costs under the terms of the contract, the SBCTC shall recover those costs and Contractor shall fully cooperate during the recovery.

ORDER OF PRECEDENCE

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 state and federal statutes, and local laws, rules, and regulations;
- b. Statement of work;
- c. Exhibits and Appendices – listed separately, and
- d. Any other provisions of the Agreement, including materials incorporated by reference.

RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents and other evidence that sufficiently and properly reflect all direct costs expended by either party in the performance of the service(s) described herein. These records shall be subject to inspection, review or audit by personnel of parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six (6) years after dispersal of funds, the termination or expiration of the Agreement, or the resolution of litigation or audits related to the Agreement, whichever is latest. 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.

RESPONSIBILITIES OF THE PARTIES

Each party to this Agreement hereby assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omissions of the part of itself, its employees, its officers, and its agents. Neither party assumes any responsibility to the other party for the consequences of any claim, act, or omission of any person, agency, firm, or corporation not a part to this Agreement.

RIGHTS IN DATA

Unless otherwise provided, data which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the SBCTC. Data shall include, but not be limited to, all correspondence, papers, documents, reports, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, files, films, tapes, and/or sound reproductions or other products prepared or reproduced. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. Contractor shall retain a copy for educational and research purposes. Nothing herein shall authorize the copy retained by Contractor hereunder to be used for any commercial purpose. If for any reason the data originating from this Agreement is not considered a work made for hire under applicable law, Contractor assigns and transfers to the SBCTC the entire right, title and interest in and to all rights in the data developed as a result of this Agreement and any registrations and copyright applications relating thereto and any renewals and extensions thereof.

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 provision of this Agreement are declared to be severable.

SUBCONTRACTING

- a. "Subcontractor" means one not in the employment of a party to this Agreement, who is performing all or part of those services under this Agreement under a separate contract with a party to this Agreement. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.
- b. Except as otherwise provided in the Agreement, Contractor shall not subcontract any of the contracted services without the prior approval of SBCTC. Contractor is responsible to ensure that all terms, conditions, assurances and certifications set forth in this Agreement are included in any and all Subcontracts. Any failure of Contractor or its Subcontractors to perform the obligations of this Agreement shall not discharge Contractor from its obligations under this Agreement.

TERMINATION FOR CAUSE

If for any cause, Contractor does not fulfill in a timely and proper manner its obligations under this Agreement or violates any of these terms and conditions, the SBCTC will give Contractor written notice of such failure or violation. The Contractor 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 from SBCTC.

TERMINATION FOR CONVENIENCE

Either party may terminate this Agreement upon 30 calendar 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. If the Agreement is terminated, all reports and data gathered by Contractor prior to termination shall, at the option of the SBCTC, become the property of the SBCTC.

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 a writing signed by an authorized representative of the party and attached to the original Agreement.

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.

IN WITNESS WHEREOF, the parties have executed this Agreement.

Northwest Educational Service District 189

**State of Washington,
State Board for Community
and Technical Colleges**

pl 
Signature 6/11/16
Date

 6-12-16
Signature Date

G.W. Jenkins
Print Name

Jan Yoshiwara
Print Name

Supt
Title

Deputy Executive Director of Education
Title

**ATTACHMENT A
STATEMENT OF WORK**

DELIVERABLES

Mary Ellen Huggins, on behalf of the Contractor, will:

- Facilitate professional learning workshops for high school teachers implementing the Bridge to College Courses within the Northwest Educational Service District 189 service area.

Contract Dates & Activities	Number of Days	Contract Amounts
June 1, 2016 – August 31, 2017	34 – 42 total	Up to \$15,120 total (plus travel costs)
BCT Summer Training June 27-29, 2016	3	\$360/day = \$1080
Summer Teacher Training August 2016	5-8	\$360/day = \$2,880 (Up to 8 days; 3 days in each region as needed; 2 planning days)
2016-17 School Year Bridge to College Course Trainer planning meetings	3	\$360/day = \$1,080
Collaboration with Bridge Team Leaders to support up to 4 Communities of Practice (CoPs)	20	\$360/day = \$7,200 (Up to 5 days per CoP – 2 face to face trainings and 3 planning support days each) with a maximum of 4 CoPs per Trainer.
Possible BCT Summer 2017 Training	3-8	\$360/day = \$2880

*ESD 189
Michele
6/1/16*

Note: Overnight travel may be required.

COMPENSATION AND PAYMENT

Compensation payable to Contractor for satisfactory performance of the work under this Agreement shall not to exceed \$15,120 plus the cost of approved travel. Contractor shall invoice at a rate of \$360 upon completion of each approved training day, meeting day, and planning day. Submit invoices to Michele Rockwell at mrockwell@sbctc.edu according to the Billing and Procedure and Payment clause on pages 1-2 of this Contract. The final invoice must be submitted no later than 9/30/2017. Contractor is responsible for all other costs incidental to the performance of the work outlined in this Agreement. Contractor will be issued payment after completion of work.

