INTERAGENCY AGREEMENT 12600

BETWEEN

Central Washington University

AND

Seattle Colleges

This Agreement is made and entered into by and between the Central Washington University/Central Access, referred to as CWU located at 400 E. University Way, MS 7449, Ellensburg, WA 98926-7449, and the Seattle Colleges, referred to as the Agency or North Seattle College or NSC, one of the Seattle Colleges, and is issued pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW.

1. PURPOSE

The purpose of this Agreement is to convert textbooks or other course materials into literary braille or other formats [per 2.B.iv.c] as upon the request of North Seattle College as needed.

2. STATEMENT OF WORK

The CWU shall furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of work set forth below: .

a) NSC contacts CWU to request a quote for services to convert textbooks or other course materials into braille or other formats.

b) NSC provides CWU with the scope of work needed via CWU's website and information collected includes:

i. Contact information for person making the request

ii. Contact information for the billing contact person if different than above

iii. Client information consisting of type of disability (blindness, low vision, ADHD, learning disability, physical limitations, other)

iv. Project information consisting of

(A) academic quarter

(B) date materials are needed by

(C) format (edited word document, pc audio/MP3, literary braille, nemeth braille, tactile graphics, other)

(D) book handling (which front matter sections to include) main text (which other sections to include such as index, bibliography, practice tests,

about the author, answer keys, appendices, other)

(E) additional instructions

(F) how the materials should be sent by CWU (digitally or through mail)

(G) if the client would like the book returned

c) CWU contacts NSC with proposal and/or discusses timeline. Adjustments to the timeline (i.e. provide work by chapters needed and deadlines for the chapters if entire book cannot be converted all at once due to time constraints).

d) Once the work is complete (work completed by chapters will only be billed once the entire project is completed), an invoice is sent usually on the 15th or the 30th or 31st of each month.

3. PURCHASER'S RESPONSIBILITIES

The Purchaser has assigned the Administrative Assistant to Student Success Services, to oversee CWU's work and provide support as needed. Specific duties the Purchaser will perform include:

- Student contact Disability Services with a request to convert their textbook or other course materials into a specified accessible format and provides a receipt to show proof of purchase.
- Disability Services representative will send CWU Central Access the physical textbook or a digital copy via email with the Scope of Work request via Central Access's website with specific requirements.
- Disability Services will review proposal from CWU and accept, modify or reject the proposal.
- Once proposal has been approved, Central Access begins textbook conversion.
- Disability Services will receive a digital file or the converted textbook or the physical product if the conversion is to braille, large print or tactile graphic.
- Disability Services will review invoice and approve for payment.

4. PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on July 1, 2020, and be completed on June 30, 2021, unless terminated sooner as provided in this Agreement, or extended through a properly executed amendment.

5. COMPENSATION

Compensation for the work provided in accordance with this Agreement has been established under the terms of chapter 39.34.130 RCW. The parties have estimated that the cost of accomplishing the work herein will not exceed $ 10,000.00. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount prior to the commencement of any work which will cause

the maximum payment to be exceeded. Compensation for services shall be in accordance with the Budget in **Exhibit "A"** which is attached and incorporated herein.

6. BILLING PROCEDURES

The CWU shall submit invoices monthly. Payment for approved goods and/or services will be made by check, warrant or account transfer within 30 days of receipt of the invoice. Upon expiration of the Agreement, invoices shall be paid, if received within 30 days after the expiration date. However, invoices for all work done within a fiscal year must be submitted within 30 days after the end of the fiscal year.

7. BILLING DETAIL

Each invoice voucher submitted to Agency by the CWU shall include such information as is necessary for the Agency to determine the exact nature of all expenditures. At a minimum, the CWU shall specify the following:

a. Seattle Colleges Agreement Number C700611.

b. Once the work is complete (work completed by chapters will only be billed once the entire project is completed), an invoice is sent usually on the 15th or the 30th or 31st of each month.

c. The total invoice charge.

8. DUPLICATION OF BILLED COSTS

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

9. 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, the Agency may:

a. Terminate this Agreement with number C700611 Thirty (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. [1]

[1] If the agreement is non-financial, remove clauses 5 – 8.

10. 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.

11. 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.

12. 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 as amended.

13. CONTRACT MANAGEMENT

The contract 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 this Agreement.

The Contract Manager for Central Washington University is:	The Contract Manager for Seattle Colleges is:
Adrienne Zimny (Contract Manager's Name & Title) Central Washington University/ Central Access (State Agency's Name) 400 E University Way, MS 7449 (Contract Manager's Address) Ellensburg, WA 98926-7449 (Contract Manager's Address) Phone: (509__) 963-1371 FAX: (_____) _____ E-Mail: centralaccess@cwu.edu	Josef Mogharreban, Director (Contract Manager's Name & Title) North Seattle College (State Agency's Name) 9600 College Way North (Contract Manager's Address) Seattle, WA 98103 (Contract Manager's Address) Phone: (206) 934-7808 FAX: (206) 934-3958 E-Mail: josef.mogharreban@seattlecolleges.edu

14. DISPUTES

In the event that a dispute arises under this Agreement, either of the parties may request intervention by the Governor, as provided by chapter 43.17.330 RCW, in which event the Governor's process will control.

The cost of resolution will be borne as allocated by the Dispute Board or the Governor.

15. GOVERNING LAW AND VENUE

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.

16. 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.

17. MAINTENANCE OF RECORDS

a. The parties to this Agreement shall each 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 service(s) described herein. These records shall be subject to inspection, review or audit by personnel of both 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 years after expiration of agreement. 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.

b. If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

c. 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 any confidential information 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. However, the parties acknowledge that State Agencies are subject to chapter 42.56 RCW, the Public Records Act.

18. 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 – list separately; and

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

19. 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 on 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.

20. SEVERABILITY

If any term or condition of this Agreement is held invalid, such invalidity shall not affect the validity of the other terms or conditions of this Agreement.

21. SITE SECURITY

While on Agency premises, CWU, its agents, employees, or Subcontractors shall comply with the Agency security policies and regulations.

22. 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, CWU shall not subcontract any of the contracted services without the prior approval of the Agency. The (State Agency Abbreviation) 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 (State Agency Abbreviation) or its Subcontractors to perform the obligations of this Agreement shall not discharge (State Agency Abbreviation) from its obligations under this Agreement.

23. 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 the failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

24. 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.

25. 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. Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing and signed by personnel authorized to bind each of the parties.

26. ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. No other understanding, 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.

State of Washington
Central Washington University

10/28/20
(Signature) *(Date)*

Joseph Pearson
(Print Name)

LH 10/28/20

State of Washington
Seattle Colleges

10/29/20
(Signature) *(Date)*

LISA Geiger
(Print Name)

Exhibit A
BUDGET

The parties have estimated that the cost of accomplishing the work herein will not exceed $10,000.00.

CWU Central Access will provide a proposal based on the following criteria:

Central Access July 2020-June 2021 Pricing

Format	Low	Medium	High
Edited Word	$ 1.08	$ 1.62	$ 2.16
Foreign Lang Edited	$ 4.00	$ 4.54	$ 5.68
STEM Edited	$ 6.27	$ 6.81	$ 7.95
Computer Code	$ 9.08	$ 9.68	$ 10.82
Edited Word for UEB Braille	$ 3.24	$ 3.79	$ 4.87
STEM Edited for Braille CC Edited for Braille Foreign Lang for Braille	$ 7.03	$ 7.57	$ 8.65
11x11.5 (Standard) Tactile Graphics	$ 13.89	$ 14.50	$ 15.66
11x17 (Large) Tactile Graphics	$ 17.89	$ 18.50	$ 19.56
Text Selectable PDF	$ 0.32	$ 0.32	$ 0.32
UEB	$ 4.87	$ 5.41	$ 6.49
Foreign Lang Braille	$ 3.41	$ 4.00	$ 5.14
Nemeth (STEM, Comp Code, Equations)	$ 6.81	$ 7.41	$ 8.54
UEB BRF	$ 2.27	$ 2.87	$ 4.00
STEM BRF	$ 3.41	$ 4.00	$ 5.14
Foreign Language BRF	$ 3.41	$ 4.00	$ 5.14
Large Print*	$ 2.87	$ 2.87	$ 2.87
Image Tagging*	$ 1.73	$ 2.27	$ 3.41
* Indcates addional per page cost added to Word Doc Work Orders			

Additional Fees:	
Project Setup - Tactiles	$ 29.20
Project Setup - All Others	$ 22.71
Scan/Bind	$ 59.48
Book	cost of book
Rush	$4/rush page
Tactile Graphic Reprint	$ 5.68
Braille Page Reprint	$ 4.54
Early Cancellation	$ 170.34
BRF/HTML/MP3 conversion	$ 56.78
DS Library	$ 283.90

Shipping:	
Padded Envelope	$ 11.36
Small	$ 17.84
Medium	$ 28.66
Large	$ 39.75

Compensation for a deliverable shall be up to, but shall not exceed, the budgeted cost for a deliverable regardless of hours worked or other expenses related to a deliverable. Any variance shall be justified to Seattle College's Contract Manager who shall have discretion to approve/disapprove compensation for such variance.

In the event additional funds become available, any Agreement awarded may be renegotiated to provide for additional services (e.g., model development, implementation, etc.) subject to satisfactory completion of a previous phase.