

INTERAGENCY AGREEMENT

BETWEEN

University of Washington

AND

Seattle Colleges

This Agreement is made and entered into by and between the **Seattle Colleges**, referred to as Seattle Colleges, located at North Seattle College, one of the Seattle Colleges, 9600 College Way North, Seattle, WA 98103 and the **University of Washington**, referred to as UW and is issued pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW.

1. PURPOSE

The purpose of this Agreement is to serve as the external evaluator for the National Science Foundation grant awarded to the Seattle Colleges to fund the "Pre-Alliance Planning: Puget Sound Alliance (PSAlliance)" project

2. STATEMENT OF WORK

The UW Community College Research Initiatives 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:

- Attend initial PI/Co-PI planning meeting to be held in September 2018.
- Co-facilitate and document outcomes of three (3) workshops to prepare for the development and submission of an NSF LSAMP Bridges to the Baccalaureate Alliance proposal in November 2019. Workshops will be held fall, winter and spring quarter during the 2018-19 academic year.
- Conduct one site visit with each of the Pre-Alliance Planning team members at each participating college (North Seattle College, Pierce College, Olympic College, Green River College) college after the first two workshops described above. The visits will enable the CONTRACTOR to better understand institution context, provide assistance, document and check-in on planning progress, and look for barriers.
- Collect, summarize, and document in a brief the Puget Sound Alliance work to generate a strong framework for a future B2B Alliance. This brief will:
 - Gather data and information on best practices, opportunities and challenges to undergraduate research at the participating colleges.
 - Note common and unique institutional needs in creating undergraduate research opportunities.

- Conduct check-in calls with PIs and institutions as needed. Bring to the attention of the PIs any issues colleges are having between and during workshops and work with PIs to meet the general grant deliverables.

The UW shall produce the following written reports or other written documents (deliverables) by the dates indicated below.

- Quarterly documentation of workshops and follow-up meetings, completed within a week of the scheduled workshops.
- A report brief to include 1) information on best practices, opportunities and challenges relating to undergraduate research at the participating colleges and 2) common and unique institutional needs in creating undergraduate research opportunities, to be completed by October 1, 2019
- Final report that summarizes the work and outcomes of the planning process, to be completed by December 31, 2019

All written reports required under this contract must be delivered to the Contract Manager, in accordance with the schedule above.

3. PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on August 1, 2018, and be completed on January 31, 2020, unless terminated sooner as provided in this Agreement, or extended through a properly executed amendment.

4. 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 **\$ Thirty Five Thousand Dollars**. 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 that will cause the maximum payment to be exceeded. Compensation for services shall be based on the following rates and in accordance with the following terms:

Amount	Task or Benchmark
\$10,000	Attendance at initial PI meeting in September and follow-up consultation about how to effectively facilitate the Alliance Co-facilitation of workshop #1, follow-up with all colleges, and documentation of these activities
\$6,500	Co-facilitation of workshop #2, follow-up with all colleges, and documentation of these activities
\$6,500	Co-facilitation of workshop #3, follow-up with all colleges, and documentation of these activities.
\$7,000	Completion of Report Brief to include 1) information on best practices, opportunities and challenges relating to undergraduate research at the participating colleges and 2) common and unique institutional needs in creating undergraduate research opportunities.
\$5,000	Final report that documents and summarizes planning process.

The parties agree that Seattle colleges shall **NOT** be responsible for any additional costs or expenses incurred by UW in the performance of work described in this 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 the 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.

5. BILLING PROCEDURES

The UW shall submit invoices Seattle Colleges. 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

6. BILLING DETAIL

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

- a. Seattle Colleges Agreement Number C700112.
- b. The cost for each benchmark/task.
- c. The total amount of taxes. *(If applicable)*
- d. The total invoice charge.

7. DUPLICATION OF BILLED COSTS

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

8. 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 (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.

9. 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.

10. 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.

11. 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.

12. 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 UW) is:	The Contract Manager for Seattle Colleges is:
Lia Wetzstein, Ph.D. University of Washington, Community College Research Initiatives 4311 11 th Ave. NE, Suite 354987 Seattle, WA 98195-4987 Phone: 253-202-1267 Email: lwetzs@uw.edu	Ann Murkowski, Biology Faculty North Seattle College 9600 College Way North Seattle, WA 98103 Phone: (206) 934-4511 Email address: Ann.Murkowski@seattlecolleges.edu

13. 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.

14. 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.

15. 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.

16. 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.

17. 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. Applicable provisions identified in 2 CFR § 200 Appendix II included in the U.S. Government Publishing Office web site. http://www.ecfr.gov/cgi-bin/text-idx?SID=4b77e3642a6616b737d35d1ae6d469e9&mc=true&node=ap2.1.200_1521.ii&rgn=div9
- c. Statement of Work;
- d. Exhibits and Appendices – list separately; and
- e. Any other provisions of the agreement, including materials incorporated by reference.

18. 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.

19. 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.

20. SITE SECURITY

While on Agency premises, the (State Agency Abbreviation), its agents, employees, or Subcontractors shall comply with the Agency security policies and regulations.

21. 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, the (State Agency Abbreviation) 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.

22. 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.

23. 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.

24. 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.

25. 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
University of Washington



(Signature)

12/21/2018

(Date)

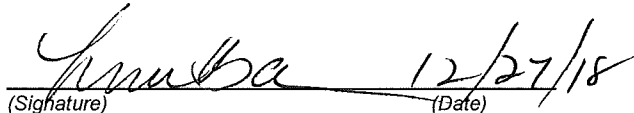
Diane Wentz, Ph.D.

(Print Name)

Grant & Contract Administrator/
Authorized Signing Official

(Title)

State of Washington
Seattle Colleges

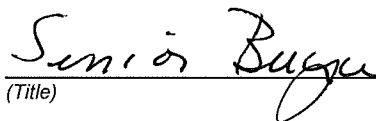


(Signature)

12/27/18
(Date)



(Print Name)



(Title)

