



MASTER SERVICE AGREEMENT

This Master Service Agreement and the Statement of Work attached hereto and made a part hereof (together, this "Agreement") is made as of the 10th day of January, 2024, (the "Effective Date") by and between Seattle Colleges (the "College"), a Washington State agency, with a principal place of business at 6737 Corson Ave S, Seattle, WA 98108, and Seattle City Light, (the "Organization"), with its principal place of business at 700 Fifth Ave, Seattle, WA 98104. The Organization desires to utilize the services of the College, and the College is prepared to provide services in accordance with the terms and conditions of this Agreement. This Agreement will be implemented through one or more Statements of Work entered into from time to time by the Organization and the College and provides the basic terms applicable to all such Statements of Work.

NOW THEREFORE, in consideration of the mutual covenants and agreements made in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows.

- 1. Term.** The term ("Term") of this Agreement will begin on the Effective Date and will continue until the date each party has fully satisfied and completed all of its obligations under this Agreement.
- 2. Obligations of the College.** The College will provide services in accordance with the terms set forth in this Agreement and as described in the Statement of Work attached to this Agreement.
- 3. Obligations of the Organization.** If the services are conducted on the Organization's premises, the Organization will provide the facilities, workspace, audio/visual equipment, flipcharts, whiteboards, computer equipment and software, support personnel and any other equipment necessary for performance of the services.
- 4. Fees and Expenses.** The Organization agrees to pay the fees set forth on the Statement of Work (SOW) associated with this Agreement. Unless otherwise stated on the SOW, the Organization will pay all "out-of-pocket" expenses (including, for example, course materials) incurred by the College or the Instructor in connection with performance under this Agreement. The Organization will be sent detailed invoices for fees and any "out-of-pocket" expenses no more than monthly. All invoices are due upon receipt. **Checks should be made payable to Seattle Colleges and mailed to the address provided on the invoice. If any amount due under this Agreement remains unpaid after thirty (30) days from its due date, the Organization agrees to pay, in addition to the balance due to the College, a late payment charge equal to the lesser of 1½% per month, or the highest rate permitted by law, on the remaining balance until paid in full. Payment is due upon receipt of an invoice generated by the College following signing of this agreement. If an invoice appears to be in error, the Organization will have the opportunity to challenge it within 14 days from its receipt.**
- 5. Indemnification.** The Organization agrees to indemnify and hold harmless the College and its trustees, officers, employees and agents from and against any and all losses, liabilities, claims, and causes of action (including without limitation, court costs, attorneys' fees and other costs of defense) arising out of or in connection to this Agreement, except to the extent the foregoing are caused by a negligent or intentionally wrongful act of the College.
- 6. Warranties.** Each party warrants that it has full power and authority to enter into this Agreement. THE FORGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, WHICH ARE EXPRESSLY EXCLUDED AND DISCLAIMED. THE COLLEGE DISCLAIMS ANY IMPLIED WARRANTIES, PROMISES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, TITLE OR NON-INFRINGEMENT, WHETHER AS TO ANY OF THE SERVICES OR MATERIALS PROVIDED BY THE COLLEGE.



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7. Limitation of Liability. IN NO EVENT WILL THE COLLEGE BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL OR EXEMPLARY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, OR LOSS OR UNAUTHORIZED USE OF DATA), INCURRED BY THE ORGANIZATION IN ANY WAY RELATED TO THIS AGREEMENT, EVEN IF THE COLLEGE KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL THE COLLEGE BE LIABLE FOR DAMAGES IN ANY WAY RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT OR TORT: (A) TO THE EXTENT THAT ANY DAMAGES ARE COVERED BY THE ORGANIZATION'S INSURANCE; OR (B) IN AN AMOUNT IN EXCESS OF THE LESSER OF: THE TOTAL AMOUNT OF COMPENSATION PAYABLE BY THE ORGANIZATION UNDER THIS AGREEMENT; OR THE AMOUNT OF DIRECT DAMAGES INCURRED BY THE ORGANIZATION.

8. Rules and Regulations for College's Premises. If the services are conducted on the College's premises or at a location arranged by or provided by the College, the Organization agrees to instruct and require its employees, invitees, guests and agents to comply with all applicable laws, ordinances, rules and regulations and all applicable policies and procedures of the College, including without limitation, those relating to equal opportunity, nondiscrimination, fire and safety, traffic and parking, alcoholic beverages or "no smoking." No food or beverages may be served on the College's premises unless specified in the SOW. The Organization may arrange for service of these items only through the College and in accordance with the terms of the College's standard practices (a request to serve alcoholic beverages requires the special written approval of the College which is separate from and in addition to this Agreement). Catering costs are not included in the fees for services or classes. Payment for catering costs will be due upon receipt of invoice.

9. Intellectual Property. The trademarks, service marks and trade names of the College are the exclusive property of the College and may not be used by the Organization without prior written permission. To the extent that the College owns any right, title and interest in the copyright and other intellectual property rights associated with any curriculums, programs, courseware, documentation, methodologies, tools, reports, compilations or other materials (including, without limitation, derivative works, improvements or modifications) (collectively, the "Materials") used by the College in providing services under this Agreement, the Organization acknowledges the Materials will remain the sole and exclusive property of the College and the Organization will have no interest in or claim to the Materials.

[THIS SECTION LEFT INTENTIONALLY BLANK]



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10. Force Majeure. Neither party will be liable for a breach of this Agreement if such party's performance is prevented or made substantially impracticable as a result of any Force Majeure Event. "Force Majeure Event" means a war, act of nature, act of God, act of terrorism or the public enemy, civil disturbance, military action, action of a court or public authority, labor dispute or strike. If a Force Majeure Event occurs, the party whose performance is prevented must promptly notify the other party of the existence of the Force Majeure Event.

11. Termination: It is mutually agreed that this agreement may be terminated by either the college or Organization upon giving notice in writing to the other 60 days in advance of the date of the termination. Determination of any final adjustments, either payments or refunds shall be made by the college with the advice and consent of client. Payment shall be due pro rata for services rendered through the termination date. Termination of this Agreement shall not affect any rights or obligations which shall have accrued prior to the effective date of the termination.

12. No Outstanding SOW. At any time that there is no uncompleted SOW outstanding, either Party may terminate this Agreement for any or no reason upon 60 days advance written notice to the other. Otherwise, this agreement remains in force in anticipation of additional Statements of Work.

13. Termination for Cause: If 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 through the contacts provided in the SOW. 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.

14. General Provisions. The validity, interpretation, construction and performance of this Agreement will be governed by the laws of the State of Washington without regard to its conflicts of law principles. Each party hereby irrevocably consents to the personal jurisdiction of, and to the exclusive venue in, the state and federal courts located in King County, Washington for any legal proceedings or actions arising out of this Agreement. This Agreement will be interpreted neutrally, and not as if drafted by one party's legal counsel. Prior to initiating a lawsuit involving a dispute arising out of or relating to this Agreement, the initiating party will deliver its disputed position(s) in a written notice to the other party, and the parties will attempt in good faith effort to arrive at a mutual resolution of any such dispute; *provided, however*, that, if no resolution is reached within ten business days of delivery of such notice, then neither party will be restricted from initiating legal proceedings. No joint venture, partnership, employment, or agency relationship exists between the Organization and the College. Neither party will not be deemed to have waived or modified any of the provisions of this Agreement except by a writing signed by its duly authorized representative. Neither party may assign its rights or delegate its duties under this Agreement; *provided, however*, that the College may utilize Instructors who may be independent contractors. Any attempted assignment or delegation will be null and void. The rights and obligations of each party under this Agreement will inure to the benefit of and be binding on its successors and assigns. This Agreement does not and is not intended to confer any rights or remedies upon any party other than the Organization and the College. If any provision of this Agreement is found invalid or unenforceable pursuant to judicial decree or decision, the remaining provisions will remain valid and enforceable, and the unenforceable provision will be deemed modified to the extent necessary to make it enforceable. All notices or other written communications required or permitted under this Agreement must be given in writing by courier or reputable overnight delivery services, or by certified mail, return receipt requested to either party at its address first set forth above (or to such address as such party may subsequently indicate in writing in the manner specified in this Section) with, in the case of the College, an additional copy addressed to "General Counsel" at the same address. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and



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contemporaneous agreements or communications. This Agreement may not be modified except by a written agreement dated subsequent to the date of this Agreement and signed by a duly authorized representative of each party. No waiver by a party at any time of any breach by the other party of, or compliance with, any condition or provision of this Agreement to be performed by such other party will be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time. This Agreement does not constitute an offer by College and it will not be effective until signed by a duly authorized representative of each party. Sections 4-12 will survive any termination of this Agreement. This Agreement may be executed in multiple counterparts, all of which will be originals and which together will constitute a single agreement. Facsimile signatures will be considered original signatures.

IN WITNESS WHEREOF, the parties have caused this Master Service Agreement to be signed by their respective authorized representatives as of the Effective Date.

Seattle Colleges

By: *Lisa Gacer*
Lisa Gacer (May 10, 2024 07:09 PDT)

Seattle City Light

By: *Melanie Peck*
Melanie Peck (May 9, 2024 15:40 PDT)

Date: May 10, 2024

Date: May 9, 2024



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STATEMENT OF WORK NO. 001

This Statement of Work is attached to and made a part of the Master Service Agreement dated as of February 21, 2024, by and between Seattle Colleges (the "College") Seattle City Light (the "Organization").	
Name of Service:	Basic Electricity and Applied Math (BEAM) Class
Organization Contact	Michiko Starks Apprenticeship Manager Seattle City Light
Person:	206-386-1604 michiko.starks@seattle.gov
College Contacts:	Karen DeVenaro Pre-Apprenticeship Director South Seattle College Georgetown 206-934-6812 karen.devenaro@seattlecolleges.edu
Classroom Location: TBD (provided by Organization)	

Course Name /Length	Max # Participants	Date(s)	Time(s)
<u>BEAM Class,</u> <u>10 weeks</u>	24 per session	Maximum - 2 sessions per calendar year. 1 session in Winter/Spring 1 session in Summer/Fall	Maximum – 2 nights per week, 5:30-8:30pm (based upon instructor availability)

Description of Services:

The Organization's Responsibilities:

- The Organization will deliver the Basic Electricity and Applied Math (BEAM) class, a combined non-credit class and lab in basic electrical theory and application, along with trades math principles on the schedule noted above.
- The Organization will adhere to all college policies, as well as any local, state or federal mandates.

The College's Responsibilities:

- The college will pay the BEAM instructors as contractors, using the pay rate agreed upon in the South Seattle College 2023-2024 Part Time Instructor Salary Schedule and the South Seattle College-Seattle City Light 2023-2024 Instructional Agreement.
- The College will pay instructors for curriculum development time as contractors at the South Seattle College rate of \$40/hour.



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Notes:

- The maximum yearly amount of this contract is \$80,000
- At the conclusion of each session, the Organization will reimburse the College in full for all instructor salaries, benefits and expenses that were paid by the College to the instructors.

Understood and Agreed Upon:

Seattle Colleges

By: *Lisa Gacer*
[Lisa Gacer \(May 10, 2024 07:09 PDT\)](#)

Print Name: Lisa Gacer

Title: Senior Buyer

Date: May 10, 2024

Seattle City Light

By: *[Signature]*
[Melanie Peck \(May 9, 2024 15:40 PDT\)](#)

Print Name: Melanie Peck

Title: Director of People & Culture

Date: May 9, 2024








Master Service Agreement No. 3997

Final Audit Report

2024-05-10

Created:	2024-05-09
By:	Lisa Gacer (lisa.gacer@seattlecolleges.edu)
Status:	Signed
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-  Document created by Lisa Gacer (lisa.gacer@seattlecolleges.edu)
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