

**INTERAGENCY AGREEMENT
BETWEEN
[PUBLIC ENTITY OR AGENCY]
AND
WASHINGTON STATE BOARD FOR COMMUNITY & TECHNICAL COLLEGES**

THIS AGREEMENT is made and entered into by and between the [PUBLIC ENTITY OR AGENCY], hereinafter referred to as "[AGCY]," and the WASHINGTON STATE BOARD FOR COMMUNITY & TECHNICAL COLLEGES hereinafter referred to as "SBCTC"

IT IS THE PURPOSE OF THIS AGREEMENT to authorize SBCTC's TECHNOLOGY SOLUTIONS GROUP (TSG) to provide consultant services as may be requested by [AGCY] and described in one or more Statements of Work to be appended to this agreement from time to time as Attachment(s) "A".

THEREFORE, IT IS MUTUALLY AGREED THAT:

STATEMENT OF WORK

The TSG 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(s) "A" attached hereto and incorporated by reference herein.

PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on [DATE] or date of execution, whichever comes later, and remain in effect until [DATE], unless terminated sooner as provided herein.

PAYMENT

Compensation for the work provided in accordance with this agreement has been established under the terms of RCW 39.34.130. The parties have estimated that the cost of accomplishing the work herein will not exceed amounts listed in accordance with Attachment(s) "B", Budget, attached hereto and incorporated by reference herein. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually, via an amendment, agree to a higher amount for any work that will cause the maximum payment to be exceeded. Compensation for services shall be based on the rates herein and in accordance with the terms as set forth in accordance with Attachment(s) "B".

BILLING PROCEDURE

The TSG shall submit properly completed invoices and Forms A-19 to [AGCY] monthly. Payment to the TSG for approved and completed work will be made by warrant or account transfer by the [AGCY] within 30 days of receipt of the invoice. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

RECORDS MAINTENANCE

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 and 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.

RIGHTS IN DATA

Unless otherwise provided, data that 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 [AGCY]. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

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.

AGREEMENT ALTERATIONS AND AMENDMENTS

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.

TERMINATION

Either party may terminate this Agreement upon 30 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.

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

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 review the facts, agreement terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

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 rules;
- b. Statement of work; and
- c. Any other provisions of the agreement, including materials incorporated by reference.

ASSIGNMENT

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

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.

STATEMENT(S) OF WORK

ATTACHMENT A – 1

[This section to be used for the scope of work/statement of work as defined by [AGCY] which describes the services to be provided and which references an associated approved budget in Attachment(s) “B”.]

ATTACHMENT A – 2

[This section will be used to set forth additional scope/statement(s) of work, each individually dated and approved under this Interagency Agreement from time to time, which describe the services to be provided and which reference an associated approved budget in Attachment(s) “B”.]

SAMPLE

ATTACHMENT(S) B - BUDGET

Hourly Billing Rate

TSG Staff Associate Rate: \$X per hour
Assigned TSG Associate: [ASSOCIATE NAME]

ATTACHMENT B – 1 Authorized Budget

[DATE] - Related to scope of work/statement of work in Attachment A -1

[ESTIMATED HOURS: ____]
[ESTIMATED COST: ____]

ATTACHMENT B – 2

[Additional Attachment(s) "B – 2 through n" will be used to set forth the authorized budget amounts associated with specific Statement(s) of Work listed under Attachment(s) "A".]

SAMPLE