

**INTERAGENCY AGREEMENT
BETWEEN
WASHINGTON STATE UNIVERSITY
AND
SEATTLE COLLEGES**

THIS INTERAGENCY AGREEMENT (the "Agreement") is by and between Washington State University, an institution of higher education and agency of the state of Washington (hereafter referred to as "WSU"), and Seattle Colleges, an institution of higher education and agency of the state of Washington located in Seattle, Washington (hereafter referred to as "Seattle Central College" one of the Seattle Colleges).

IT IS THE PURPOSE OF THIS AGREEMENT to memorialize the terms and conditions under which WSU will provide technical, financial and pollution reduction consultation to Seattle Central College.

NOW, THEREFORE, the parties agree as follows:

I. STATEMENT OF WORK

Each party shall do all things necessary for and incidental to the performance of the duties set forth below.

A. Duties of WSU:

- Provide technical, financial and pollution reduction analysis in coordination with McKinstry Co.
- Attend up to two (2) meetings onsite with the McKinstry Co. and Seattle Central College to discuss the combined heat and power feasibility study that will be performed by McKinstry.
- Keep in contact throughout the feasibility study to ensure that methods and analysis meet the intended desire as defined by Seattle Central College
- Provide coordination support for McKinstry with the local jurisdictions, including Seattle City Light, Seattle Central College's natural gas provider, the local EPA, and the permitting department through this feasibility study.
- Provide independent, third party review of feasibility study performed by McKinstry in a summary report.

B. Duties of Seattle Central College:

- Provide local oversight of work performed by the McKinstry Co. for specific analysis which includes mechanical, electrical, structural coordination for getting this equipment woven into their existing mechanical and electrical infrastructure.
- Provide feedback based on bi-weekly status reports generated jointly by the McKinstry Co. and WSU
- Provide hourly steam use (or as granular as available), one year

- Provide hourly electrical use for the equipment that will be service by this new generator.
- Provide feedback based on bi-weekly status reports generated jointly from McKinstry and WSU.

II. PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on July 16, 2016, and be completed on September 30, 2016 (the "Term"), unless terminated sooner as provided herein.

III. PAYMENT

Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34.130. The cost of accomplishing the work will be \$5,000.00. 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 payment level to be exceeded. Payment shall be due upon invoicing by WSU upon completion of the work and delivery of the feasibility study review report.

IV. BILLING PROCEDURES

The invoice shall be submitted to:

Seattle College District
Accounts Payable
1500 Harvard Ave
Seattle, WA 98122-2803

V. RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services 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 year 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.

VI. RIGHTS IN DATA

Unless otherwise provided, any 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 WSU. 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.

VII. 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.

VIII. MODIFICATION

This Agreement may be modified or 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.

IX. 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. Under this section or the following section, if the parties choose to partially or completely terminate this Agreement, the parties shall either mutually agree how any property involved shall be disposed of. If they are unable to do so, they shall submit the dispute to the Dispute Panel provided for in Section XI.

X. 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 fifteen (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. See Section IX for the provisions for disposition of property upon the partial or complete termination of this Agreement.

XI. DISPUTES

In the event that a dispute arises under this Agreement that the parties can't resolve, they shall allow the dispute to be decided by a Dispute Panel in the following manner: Each party to this Agreement shall appoint one member to the Dispute Panel. The members so appointed shall jointly appoint an additional member to the Dispute Panel. The Dispute Panel shall review the facts, contract terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Panel shall be final and binding on the parties hereto. There shall be no charge to the parties for these services of the Dispute Panel.

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.

XII. 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.

XIII. 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.

XIV. 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.

XV. 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 provisions of this Agreement are declared to be severable.

XVI. ENTIRE AGREEMENT

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.

XVII. CONTRACT ADMINISTRATION

A designated contract administrator for each of the parties shall administer this Agreement and be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The Contract Administrator for WSU is:

Name: Todd Currier, Assistant Director

College or Department: WSU Energy Program

Address: 905 Plum Street SE, PO Box 43165, Olympia, WA 98504-3165

Telephone: (360) 956-2000

Fax Number: (360) 956-2010

The Contract Administrator for Seattle Central College is:

Name: David Ernevad, Director, Capital Projects and Environmental Safety

College or Department: Facilities

Address: 1701 Broadway, Seattle, WA 98122

Telephone: (206) 934-6931

Fax Number: (206) 934-2022

XVIII. SIGNATURES

The parties affirm they have designated the persons below to have signature authority for the parties. By their signatures on this Agreement, the parties agree to all of its terms and conditions.

WASHINGTON STATE UNIVERSITY
("WSU")

Recommended by:

By: Todd Currier

Name: Todd Currier

Title: Assistant Director, Energy Program

SEATTLE COLLEGES

Recommended by:

By: _____

Name: _____

Title: _____

Date: _____

Approved by:  _____

By: _____

Name: Amanda N. Owen _____

Title: Contracts Manager _____

Date: Washington State University _____

8.25.16

Date: _____

Approved by:  _____

By: _____

Name: Lisa Gacer _____

Title: Senior Buyer _____

Date: 8/25/16 _____