

INTERAGENCY AGREEMENT # C700845**BETWEEN****South Seattle College****AND****Green River College**

This Agreement is made and entered into by and between South Seattle College, referred to as Agency, located at 6000 16th Avenue SW, Seattle, WA 98106 and Green River College referred to as Client and is issued pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW.

1. PURPOSE

The purpose of this Agreement is to partner with Client to provide education and training services to the Lean Six Sigma Greenbelt for Healthcare training cohort.

2. STATEMENT OF WORK

Client 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:

Hire and pay instructors, order books, develop curriculum, assign rooms, and do any other work necessary to prepare for and complete training sessions as outlined below. All work is to be completed between date of contract signing and June 30, 2019.

Course Title/Length	# of employees trained	# sections	Sub-total
Leadership	up to 30	1	\$2000.00
Change Management	up to 30	1	\$2000.00

Client will provide the following with each course invoice:

1. Sign-in sheets for each class meeting, signed by each participant and signed/approved by the instructor.
2. Student evaluations for each course.

3. PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on December 12, 2018, and be completed on December 31, 2018, 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 **\$4,000.00**. 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 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:

Course Title/Length	# of employees trained	# sections	Sub-total
Leadership	up to 30	1	\$2,000.00
Change Management	up to 30	1	\$2,000.00

TOTAL: \$4,000.00

Agency shall pay fees upon completion of each class and submission of original sign-sheets, and evaluations, which shall accompany invoices.

The parties agree that Agency shall NOT be responsible for any additional costs or expenses incurred by Client in the performance of work described in this Agreement, which include but are not limited to travel, lodging, meals, and other miscellaneous expenses otherwise incurred by Client or its assigns. 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 Agency'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

Client shall submit invoices after completion of the classes stated herein. 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 Client shall include such information as is necessary for the Agency to determine the exact nature of all expenditures. At a minimum, Client shall specify the following:

- a. Agency Agreement Number C700845.
- b. The fixed cost for each deliverable.
- c. The total number of classes taught.
- d. The total amount of taxes. *(If applicable)*
- e. The total invoice charge.

7. DUPLICATION OF BILLED COSTS

Client shall not bill the Agency for services performed under this contract, and the Agency shall not pay Client, if Client 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

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 AGENCY is:	The Contract Manager for CLIENT is:
<p>Bob Embrey Director of Corporate and Customized Training South Seattle College Georgetown Campus 6737 Corson Av South Seattle, WA 98108 Office: 206-934-5856 Fax: 206-934-7949 bob.embrey@seattlecolleges.edu</p>	<p>Mike Nielsen Director of Corporate & Continuing Education Green River College 417 Ramsay Way, Suite 112 Kent, WA 98032 Office: 253.520.6283 Fax: 253.333.4972 mnielsen@greenriver.edu</p>

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 King 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. Statement of Work;
- c. Exhibits and Appendices – list separately; and
- d. 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 Client, 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 Client shall not subcontract any of the contracted services without the prior approval of the Agency. The Client 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 Client or its Subcontractors to perform the obligations of this Agreement shall not discharge Client 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
South Seattle College

DocuSigned by:
Lisa Gacer 5/10/2019
987A8E73FF00475
(Signature) (Date)

Lisa Gacer
(Print Name)

Senior Buyer
(Title)

State of Washington
Green River College

Catherine Cantrell 5/10/2019
(Signature) (Date)

Catherine Cantrell
(Print Name)

Director Corporate & Continuing Education
(Title)