

# INTERAGENCY AGREEMENT

## BETWEEN

Bellevue College

## AND

Seattle Colleges

This Agreement is made and entered into by and between the Bellevue College, located at 3000 Landerholm Cir SE, Bellevue, WA 98007 and Seattle Colleges and is issued pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW.

### 1. PURPOSE

The purpose of this Agreement is to share revenue from the 2022 Social Justice Leadership Institute (SJLI) cohort registration fees. SJLI is a collaboration with Bellevue College and South Seattle College that focuses on honing skills for becoming a culturally responsive social justice leader of community, technical colleges and universities in Washington & Oregon. Seattle Colleges collected registration fees for the 2022 SJLI cohort year. Bellevue College is now entitled to half of the received registration fees in the amount of \$8925.

### 2. STATEMENT OF WORK

The Seattle Colleges 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 in **Exhibit "A"** attached and incorporated herein.

### 3. PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on September 1 2022 and be completed on June 16, 2023 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 \$8,925.00. 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 maximum payment to be exceeded. Compensation for services shall be in accordance with the Budget in **Exhibit "B"** which is attached and incorporated herein.

### 5. BILLING PROCEDURES

The (State Agency Abbreviation) shall submit invoices (monthly, quarterly, etc.). 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, Bellevue College shall specify the following:

- a. Seattle Colleges Agreement Number C2763.
- b. Half the registration fees.
- c. The total amount of taxes. *(If applicable)*
- d. The total invoice charge.

## **7. DUPLICATION OF BILLED COSTS**

Bellevue College shall not bill the Agency for services performed under this contract, and the Agency shall not pay the (State Agency Abbreviation), if the (State Agency Abbreviation) 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 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. <sup>1</sup>

## **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.

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<sup>1</sup> If the agreement is non-financial, remove clauses 5 – 8.

**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.

<b>The Contract Manager for Bellevue College is:</b>	<b>The Contract Manager for Seattle Colleges is:</b>
<u>Beabe Akpoiovwo, Director Social Justice &amp; ED</u> (Contract Manager's Name & Title)	<u>Sayumi Irely, VP Instruction</u> (Contract Manager's Name & Title)
<u>Bellevue College</u> (State Agency's Name)	<u>Seattle Colleges</u> (State Agency's Name)
<u>3000 Landerhold Cir SE</u> (Contract Manager's Address)	<u>1500 Havard Ave</u> (Contract Manager's Address)
<u>Bellevue, WA 98007</u> (Contract Manager's Address)	<u>Seattle, WA 98122</u> (Contract Manager's Address)
Phone: (425)564-2268 _____	Phone: (206)934-6868 _____
FAX: (425) 564-4259 _____	FAX: (206) 934-4109 _____
E-Mail <u>beabe.akpoiovwo@bellevuecollege.edu</u>	E-Mail: <u>sayumi.irely@seattlecolleges.edu</u> _____

**13. DISPUTES**

In the event that a dispute arises under this Agreement, either of the parties may request intervention by the Governor, as provided by chapter 43.17.330 RCW, in which event the Governor's process will control.

The cost of resolution will be borne as allocated by the Dispute Board or the Governor.

**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. 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 (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  
**Bellevue College**

Beabe Akpojovwo Mar 22, 2023  
Beabe Akpojovwo (Mar 22, 2023 09:18 PDT)  
*(Signature)* *(Date)*

**Beabe Akpojovwo**  
*(Print Name)*

**Social Justice and Diversity Director**  
*(Title)*

State of Washington  
**Seattle Colleges**

Lisa Gacer Mar 22, 2023  
Lisa Gacer (Mar 22, 2023 09:19 PDT)  
*(Signature)* *(Date)*

**Lisa Gacer**  
*(Print Name)*

**Senior Buyer**  
*(Title)*

Exhibit A  
STATEMENT OF WORK

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Bellevue shall provide *(description of services)*. This work shall include:

Collectively, Seattle Colleges and Bellevue College work together to produce four 4-hour classes, a retreat and a graduation to a 10+ person cohort each year.

DELIVERABLES/COSTS

The mission of the group is to:

- To foster leadership identity among historically underrepresented groups.
- To professionally develop a pipeline of colleagues through cohorts system wide, preparing them to move into higher leadership positions.
- Develop DEI Initiatives, projects, programs, and etc., on their campuses, to further Social Justice, Equity, Diversity, and Inclusion efforts.

These goals are achieved through the extensive classes and retreat that SJLI provides. The cost per person in the cohort is \$850.

REPORTS REQUIRED

Invoice for half of registration fees collected for 2022 cohort.

SCHEDULE

SJLI will offer to the cohort the following professional development courses and workshops:

- January 10 – 11, 2022, retreat
- March 3, 2022 session
- May 5, 2022, session
- July 7, 2022, session
- September 8, 2022, session
- November 3, 2022, Mini Session & Graduation Ceremony (required)

Attachment B  
BUDGET

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The parties have estimated that the cost of accomplishing the work herein will not exceed \$8,925.00

COST PER DELIVERABLE

Half of registration fees collected by Seattle Colleges for 2022 Conference is owed to Bellevue College. Bellevue has confirmed amount is \$8925.

The parties agree that Seattle Colleges shall **NOT** be responsible for any additional costs or expenses incurred by Bellevue College 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 the Bellevue College. 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 (State Agency Abbreviation) '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.

# Bellevue College Interagency Agreement No. C2763

Final Audit Report

2023-03-22

Created:	2023-03-21
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