

A.2015.39

WSU Account: 09A-4111-0003

WSU Contract No. 22838

**INTERAGENCY AGREEMENT
BETWEEN
WASHINGTON STATE UNIVERSITY
AND
PEND OREILLE COUNTY BOARD OF COMMISSIONERS**

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" or "Extension"), and Pend Oreille County Board of Commissioners, a county Government located in Newport, WA (hereafter referred to as "Pend Oreille County").

IT IS THE PURPOSE OF THIS AGREEMENT to memorialize the terms and conditions under which WSU will provide funds to enhance the space to be occupied by WSU Extension in Pend Oreille County's facility.

I. BACKGROUND

WSU and Pend Oreille County have a longstanding and collaborative relationship supporting and providing educational programs and community service to the citizens of Pend Oreille County. Pursuant to the Memorandum of Agreement (attached as Exhibit A) executed by the parties on January 7, 1987, that formalizes the relationship between the parties, Pend Oreille County furnishes office facilities for agents and support staff of WSU Extension. This agreement does not replace or supersede the Memorandum of Agreement attached as Exhibit A previously executed by the parties.

Pend Oreille County owns the building at 227 Garden Avenue in Newport, Washington. It is the intent of the parties for WSU to utilize/occupy the west side/wing of the building to enable the Extension to more easily fulfill its service mission to the citizens of Pend Oreille County. The County in its discretion may assign other tenants to the 227 Garden building as needed. Pend Oreille County has identified improvements to the building at 227 Garden through the recommendations of the Capital Facilities Committee. The County in its sole discretion will work on the identified improvements to the building based on priority and available funding. This agreement is to define the responsibilities of the parties as to the improvements and payment of the improvements.

NOW, THEREFORE, the parties agree as follows:

II. 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:

COPY

1. Provide funds for non-brick and mortar enhancements to the new office space for Extension at 227 Garden in Newport WA. Specifically paint, carpet, minor repair and technology infrastructure improvements. See Exhibit B for a physical description and physical layout of the property and space to be enhanced.
2. WSU upon written authorization of Pend Oreille County shall have the right to make alterations, attach fixtures, and erect additions, structures or signs, in or upon the premises at 227 Garden. Such alterations, fixtures, additions, structures and signs shall be authorized only by Pend Oreille County. Performance of any of the rights authorized above shall be conducted in compliance with all applicable governmental regulations, building codes, including obtaining any necessary permits.

B. Duties of Pend Oreille County:

1. Provide necessary improvements to the office building and space based on funding and prioritization. Safety and ADA improvements are of the highest priority.
2. Maintain the premises at 227 Garden, Newport WA in good repair and tenantable conditions for the occupants.

See [Insert 1] below.

III. PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall be for not more than (1) years, and shall commence upon full execution of this Agreement by the parties and be completed on December 30, 2015, with WSU Extension being able to occupy the building by December 1, 2014 (the "Term"), unless terminated sooner as provided herein.

The parties wish to formally acknowledge that despite the fact this Agreement is being executed on or about April 30, 2015, some costs have been incurred by Pend Oreille County that are within the scope of the work anticipated under this Agreement. Therefore, the parties desire to include in this Agreement retroactive payment for those costs that were incurred prior to formal execution of this Agreement. Nothing herein shall be construed to authorize payment beyond the total amount authorized in Section V herein.

IV. RIGHT OF ENJOYMENT

WSU Extension shall have the right to enjoy the premises described in Exhibit B for a period not less than five years beginning with the date of its occupancy. In the event that Pend Oreille County terminates the Memorandum of Agreement (described previously herein and attached as Exhibit A) prior to the conclusion of this five-year period and Pend Oreille County no longer furnishes the space to WSU described in Exhibit B, then Pend Oreille County shall remit payment back to WSU pursuant to the following calculation:

$$[\text{Amount expended by WSU}] \div [1,825 \text{ days}] \times [\text{number of days}]$$

<p>[Insert 1] C. <u>Funding.</u> WSU will provide funds for the type of enhancements listed in Section II.A.1 this Agreement. Funds up to \$50,000 may be expended only for enhancements to space that will be enjoyed by WSU. <i>atb</i> Initials/Date of WSU <i>SK MAM WM</i> Initials/Date of Pend Oreille Cour 6-10-15</p>

The "amount expended" by WSU means the payment described in Section V herein; "1,825 days" is the number of days in five years; and the "number of days" means the days remaining in the five-year period during which WSU no longer occupies the space provided by Pend Oreille County.

V. 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 annual cost of accomplishing the non-brick and mortar work will not exceed \$50,000. 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.

VI. BILLING PROCEDURES

Pend Oreille County shall submit invoices to WSU on a monthly basis. WSU shall pay for all approved and completed work by warrant or account transfer within thirty (30) days of invoicing. Penalties for late payments (defined as those paid beyond thirty (30) days after receipt of invoice) shall be assessed at one percent (1%) per month.

Invoices shall be submitted to:

Washington State University
CAHNRS Business and Finance Office
Attention: Sharron Cunningham
405 Hulbert Hall
Pullman, WA 99164-6241

VII. 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.

Without agreeing that litigation or claims are legally authorized, if any litigation, claim or audit is commenced 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.

VIII. 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.

IX. 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.

X. 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 XII.

XI. 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 X for the provisions for disposition of property upon the partial or complete termination of this Agreement.

XII. 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. The parties shall share equally in the costs, if any, for the services of the Dispute Panel.

XIII. 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.

XIV. ASSIGNMENT

The non-brick and mortar work to be provided under this Agreement may be subject to assignment for its timely completion by Pend Oreille County, 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.

XV. 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.

XVI. 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.

XVII. COMPLIANCE WITH STATE/FEDERAL LAW

Pend Oreille County is responsible for complying with all applicable provisions of Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Acts of 1990 (42 U.S.C. 12101-12213), and the Washington State Law Against Discrimination, Chapter 49.60 RCW, as well as the regulations adopted thereunder, with respect to the premises.

XVIII. 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.

XIX. 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: Jennifer L. Jansen

College or Department: College of Agricultural, Human, and Natural Resource Sciences

Address: 401K Hulbert Hall

Telephone: (509) 335-2867

Fax Number: (509) 335-2926

The Contract Administrator for Pend Oreille County is:

Name: Sam Castro, Pend Oreille County Public Works Director

Address: P.O. Box 5040, Newport, WA 99156

Telephone: (509) 447-4513

Fax Number: (509) 447-5890

XX. 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")

By: *Rich Koenig*
Name: Rich Koenig
Title: Associate Dean and Director.
WSU Extension: _____
Date: 6/11/15

By: *Christine R. Hoyt*
Name: Christine R. Hoyt
Title: Contracts Manager
Date: 6-10-15

PEND OREILLE COUNTY BOARD OF
COMMISSIONERS ("Pend Oreille County")

By: *Stephen Kiss*
Name: Stephen Kiss
Title: County Commissioner
Date: April 21, 2015

By: *Mike Maus*
Name: Mike Maus
Title: County Commissioner
Date: 4-21-2015

By: *Karen Skeeg*
Name: Karen Skeeg
Title: County Commissioner
Date: 4-21-15

Contract No. 86-14 Exhibit A

County Pend Oreille

Date November 12, 1986

MEMORANDUM OF AGREEMENT

Between

WASHINGTON STATE UNIVERSITY COOPERATIVE EXTENSION

and

PEND OREILLE COUNTY



I. Background

The mission of Washington State University Cooperative Extension is to assist the people of Washington State in making informed decisions through research and experience-based educational programs, to improve agriculture and natural resources, to improve capabilities of individuals and families, to aid communities in developing and adapting to changing conditions, and to provide developmental opportunities for youth. Washington State University Cooperative Extension conducts educational programs in all 39 counties in the state of Washington. Faculty members and support staff are employed to plan, conduct, and evaluate these programs. Counties maintain close coordination and cooperation with Washington Cooperative Extension to provide clientele with educational programs in the four Cooperative Extension program areas of Agriculture and Natural Resources, Family Living, Community Resource Development, and 4-H/Youth.

II. Purpose

The purpose of this agreement is to formalize the longstanding relationships between Washington State University Cooperative Extension and Pend Oreille County. This also continues a longstanding, joint funding relationship for county/area Extension agents and designated support staff. It is the intent of this Memorandum of Agreement to provide clientele in Pend Oreille County with educational programs in the four Cooperative Extension program areas of Agriculture and Natural Resources, Family Living, Community Resource Development, and 4-H/Youth.

III. Under terms of this Memorandum of Agreement, Washington State University Cooperative Extension agrees to:

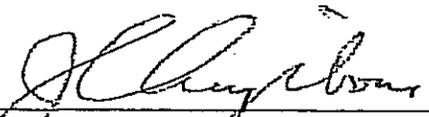
- A. Recruit, employ, and establish salaries for county/area Extension agents and designated WSU support staff for Pend Oreille County. Employment concurrence will be sought from County Commissioners before an individual is hired and assigned to the County.

- III. B. Assure that annual salary increase monies will be available for Cooperative Extension agents and designated support staff that matches the average percentage appropriated for such purpose by the Washington State Legislature. Annual salary adjustments for Pend Oreille County Extension agents will be based on merit or whatever criteria is established by the Washington State Legislature.
- C. Supplement the funds received from the Pend Oreille County personal services contract and pay total salary and fringe benefits for each county/area agent and designated staff members.
- D. Submit to Pend Oreille County at the beginning of each month a monthly invoice for one-twelfth (1/12) of the amount of the personal services contract appearing in Appendix A of this agreement.
- E. In cases where position vacancies occur during a contract period, overpayment will be refunded at year-end reconciliation.
- F. Provide fringe benefits to county/area Extension agents as outlined in the WSU Faculty Manual and provide fringe benefits to support staff as outlined by the Higher Educational Personnel Board.
- G. Grant annual leave, sick leave, professional leave, other leave, and holidays as outlined in the WSU Faculty Manual for county/area Extension agents or in the Higher Education Personnel Board handbook for jointly funded or fully WSU funded support staff.
- H. Provide in-service education for county/area Extension agents.
- I. Provide Pend Oreille County the expertise of Cooperative Extension state specialists of Washington State University to support county/area Extension agents plan and implement educational programs.
- IV. Under terms of this Memorandum of Agreement, Pend Oreille County will:
- A. Through a personal services contract, pay the amount agreed upon monthly to Washington State University for Extension education services to be rendered in Pend Oreille County.
- B. Promptly pay the invoice voucher from Washington State University. Current month invoice to be billed by the 10th and payable on the 25th of the month. Monthly invoice to be for 1/12 of the contract amount. Year-end reconciliation will be made and any overpayment will be refunded to the county.
- C. Furnish office facilities for agents and support staff.

- IV. D. Provide an adequate operating budget to carry out Cooperative Extension educational programs for citizens of the County. This budget will cover secretarial and support staff salaries not covered by this Memorandum of Agreement, and telephone, office equipment, teaching and office supplies, and travel costs.

- V. Washington State University and Pend Oreille County jointly agree that:
 - A. Additional program support staff positions may be employed and fully funded by either party to assist in carrying out Cooperative Extension educational programs in the County.
 - B. This Memorandum of Agreement is effective upon being signed by appropriate representatives of the two organizations. It may be periodically reviewed and amended or supplemented as may be mutually agreed upon in writing.
 - C. This Memorandum of Agreement may be modified by the parties when mutually agreed upon in writing. This Agreement shall continue in effect until terminated following mutual discussion and agreement except in the following circumstance. Should the parties be unable to agree on the level of support for Extension agents and jointly funded staff in future years, either party may terminate the contract. Written notice of termination must be received before October 1 for termination effective January 1 of the next year.

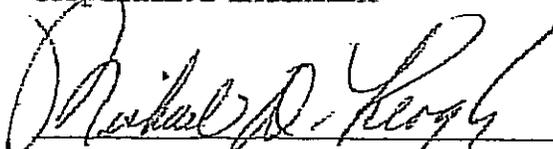
APPROVED:



Director,
Cooperative Extension

301286

Date



Chairman,
County Commissioners/Council

12/11/86

Date



Vincent Hutnak
Finance Officer/Sponsored Programs

JAN 07 1987

Date

MEMORANDUM OF AGREEMENT

Between

WASHINGTON STATE UNIVERSITY COOPERATIVE EXTENSION

and

PEND OREILLE COUNTY

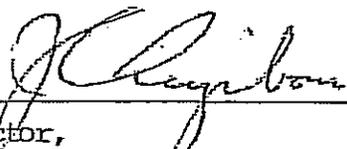
APPENDIX A

Personal Services Contract

The following individuals will be jointly funded under this Memorandum of Agreement through a Personal Services Contract for the period January 1, 1987, through December 31, 1987

<u>Number</u>		<u>Amount of \$ for County Portion</u>
<u>1</u>	County Agent/Chairman*	<u>\$7,900.00</u>
<u>1/2</u>	Agricultural Agent's time to be furnished by agents in Spokane & Stevens counties.	<u>\$4,400.00</u>

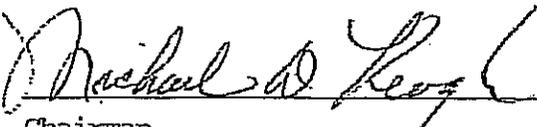
* Includes chairman (department head) responsibilities for one agent.



Director,
Cooperative Extension

30/286

Date



Chairman,
County Commissioners/Council

12/1/86

Date

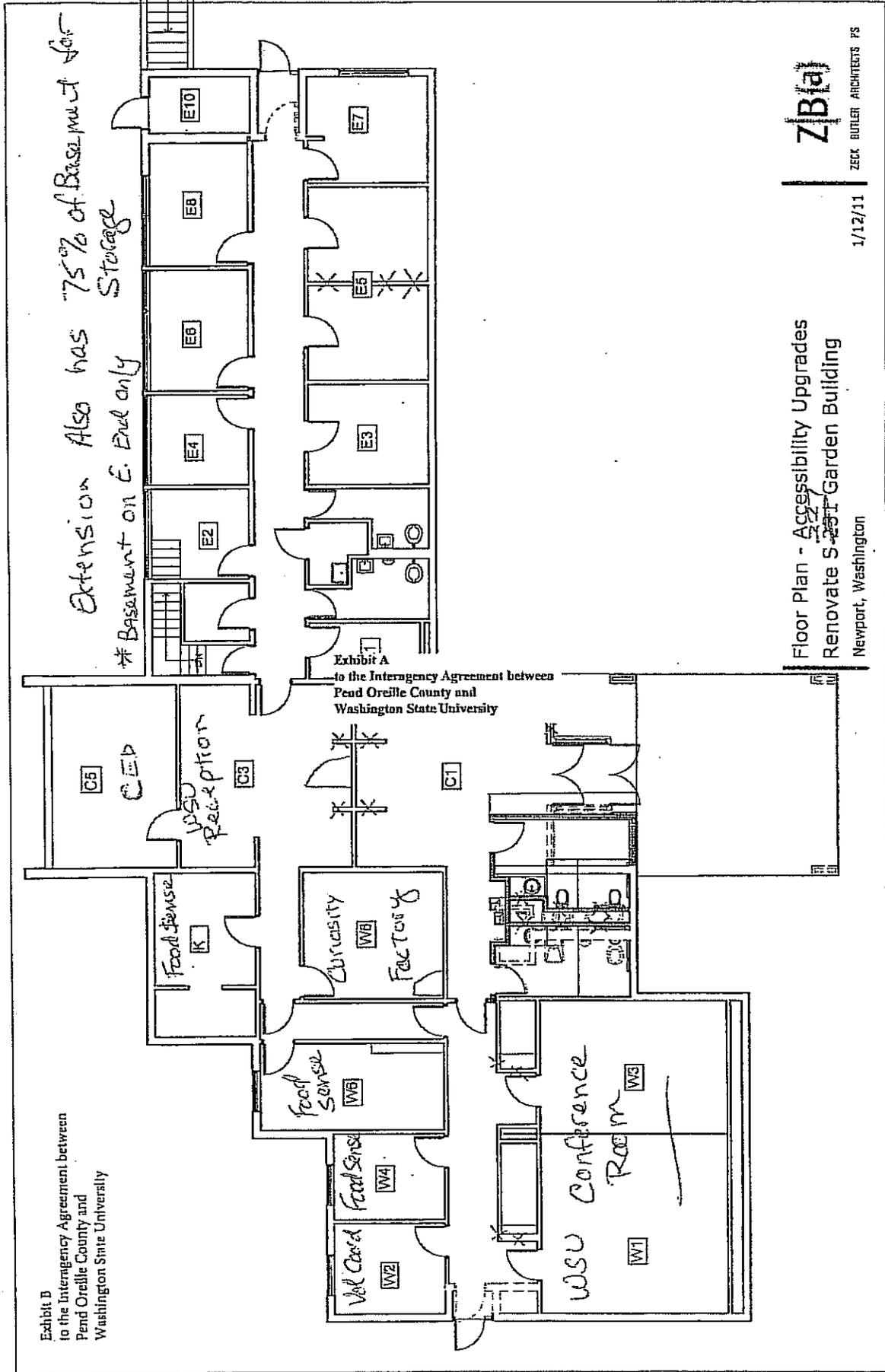


Vincent Hutnak
Finance Officer/Sponsored Programs

JAN 07 1987

Date

Exhibit B



Extension Also has 75% of Basement for Storage
* Basement on E. End only

Exhibit B
to the Interagency Agreement between
Pend Oreille County and
Washington State University

Exhibit A
to the Interagency Agreement between
Pend Oreille County and
Washington State University

Floor Plan - Accessibility Upgrades
Renovate S-251 Garden Building
Newport, Washington



ZECK BUTLER ARCHITECTS PS

1/12/11

RECEIVED

JUN 15 2015

PEND OREILLE CO.
PUBLIC WORKS DEPT.

Washington State University

Sharron L. Cunningham
CAHNRS BFO
405 Hulbert Hall
Pullman, WA 99164-6241
509.335.2153
509.335.2926 (fax)
sharron.cunningham@wsu.edu

MEMORANDUM

To: Sam Castro
Public Works Director

From: Sharron Cunningham 

Date: 6/12/15

Re: Pend Oreille County/WSU agreement

Included is a fully signed agreement between Pend Oreille County and WSU. Please let me know if you have any questions.

Thank you,

Sharron