

**Interagency AGREEMENT  
Washington State University – Clallam County**

THIS INTERAGENCY AGREEMENT is entered into this date by and between Clallam County, and Washington State University, an institution of higher education and an agency of the state of Washington, through its Small Business Development Center (WSU), sometimes collectively referred to as the "Parties" or individually as a "Party."

**AGREEMENT**

In consideration of the foregoing Recitals, which are incorporated herein by this reference, and the following, the Parties agree as set forth below.

1. **TERM OF PERFORMANCE**

This Agreement shall be effective from January 1, 2017 through December 31, 2019 (the "Term"); provided, however that either the Clallam County or WSU may terminate the Agreement, in whole or part, with or without cause upon thirty (30) calendar days advance written notice of such termination, stating the date of termination. In such case, WSU shall be entitled to compensation through the date specified in the notice of termination.

2. **RESPONSIBILITIES OF THE PARTIES**

A. SBDC will provide the following to Clallam County:

1. One full-time WSU SBDC Business Advisor certified by the SBDC to provide business advising and planning assistance to individuals or groups seeking assistance in the formation, development, growth or stabilization of a business. Advising time shall include both contact and preparation time working on behalf of SBDC clients either in his/her office or at client site.
  - a. Access to the Advisor is open to anyone seeking business advisory services in the region though priority will be given to Growth and Development clients, as defined by SBDC.
2. Regular communication on the activities of the WSU SBDC Business Advisor serving the communities and the region;
3. Quarterly reports using the standard SBDC impact scorecard format;
4. Site-license and permissions for the WSU SBDC Business Advisor to use the network's Neoserra Client Information System; and
5. Professional development, network collaboration, market and industry research, marketing support and travel allowance.

- B. Clallam County will provide the following to the SBDC, as applicable:
1. Cash matching funds in the amount of \$10,000, one-time payment paid by April 30, 2017;
  2. Clallam County will also provide marketing support and appropriate client referrals to the SBDC Advisor.

3. **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

**CONTRACT MANAGERS**

Authorized representatives under this Agreement responsible for monitoring the performance and for approving the invoicing/payment of billings are:

**For Clallam County, Contract Administration:**

Jim Jones  
County Administrator  
Clallam County  
223 E 4<sup>th</sup> Street, Suite 4  
Port Angeles, WA 98362

Invoicing and Payments:

Debi Cook  
Budget Director  
Clallam County  
223 E 4<sup>th</sup> Street, Suite 4  
Port Angeles, WA 98362

**For WSU, services and reporting will be provided by:**

Services and Reporting Administration will be:

Duane Fladland, State Director  
Washington State University SBDC  
1235 N Post, Suite 201  
Spokane, WA 99201  
509-358-7767

Contract Administration will be:

Dan Nordquist, AVP  
WSU Office of Research Support & Operations  
P.O. Box 641060  
Pullman, WA 99164-1060  
509-335-9661

Invoicing and receipt of payments will be:

Kim Small, Director  
WSU Sponsored Programs Services  
P.O. Box 641025  
Pullman, WA 99164-1025  
509-335-2058

4. **RECORDS**

All records, books, documents, correspondence and other materials maintained, prepared or issued by WSU in the performance of this Agreement shall be the property of WSU. All client records shall be held in strict confidentiality and will not be released without written consent of the client unless it is required to be disclosed under operation of law. The WSU program requires that client files are retained for three years then are destroyed. Unless Clallam County directs otherwise, WSU shall have responsibility for retention of those records and Clallam County shall have full access to all WSU generated reports and records related to this agreement within reasonable times, to inspect, review or audit those records by personnel duly authorized by Clallam County, the Office of the State Auditor, and federal officials so authorized by law, rule, regulation or contract. Clallam County shall be permitted to make excerpts or transcripts from non-confidential records. WSU shall retain all documents, papers, records, and other materials pertaining to the performance of this Agreement for six (6) years from the date of termination of this Agreement to facilitate any audits or inspections. If any litigation, claim or audit is commenced, the records, along with supporting documentation, shall be retained until all litigation, claim, or audit findings have been resolved even though such litigation, claim, or audit continues past the six (6) year retention period.

With respect to the Records described in this Section, WSU shall be solely responsible for compliance with A) requests made to it under the Public Records Act for such records and B) any rules and regulations relating to the retention of those records, including, but not limited to, Chapter 40.14 RCW.

5. **REPORTING PROCESS**

Reporting in Compliance with the Small Business Act. All reports will be prepared in compliance with the Small Business Act, 15 U.S.C. 631 *et seq.*, and the Standard Operating Procedures of the Small Business Administration and SBDC, including but not

limited to SOP 40 03 3 (the procedures and guidelines for Disclosure of Information). Therefore, requests for personal information or other client information may be denied unless Clallam County or the SBDC has the written permission of the individual to release the information or unless the information is subject to disclosure under the Freedom of Information Act or other applicable laws or regulations.

6. **DEFAULT**

In the event of default of any provision of this Agreement, the non-defaulting party shall have all rights and remedies existing at law and in equity including the right to recover monies paid and wrongfully expended, and to seek other damages allowed by law.

7. **DISPUTE RESOLUTION**

Except as otherwise provided in this Agreement, when a dispute arises between the PARTIES and it cannot be resolved by direct negotiation, any party may request a dispute resolution panel (DRP). A request for a DRP must be in writing, state the disputed issue(s), state the relative positions of the PARTIES and be sent to the PARTIES. PARTIES must provide a response within thirty (30) days unless the PARTIES mutually agree to an extension of time. Each party shall designate a representative. The representatives shall mutually select an additional member. The DRP shall evaluate the facts, Agreement terms, and applicable statutes and rules and make a determination by majority vote. The decision is binding on the PARTIES. Nothing in this Agreement shall be construed to limit the PARTIES' choice of a mutually acceptable dispute resolution method in addition to the dispute resolution procedure outlined above.

8. **CORPORATE AUTHORITY; BINDING SIGNATURES**

Each of the individuals executing this Agreement on behalf of the Parties warrant that they are an authorized signatory of the entity for which they are signing, and have sufficient authority to execute this Agreement.

9. **ENTIRE AGREEMENT**

This Agreement contains the entire Agreement between the Parties with respect to the subject matter hereof and supersedes all prior Agreements or understandings between the Parties with respect thereto.

10. **APPLICABLE LAW AND VENUE**

This Agreement will be interpreted in accordance with the laws of the state of Washington. The venue of any action hereunder shall be in Clallam County, Washington.

11. SEVERABILITY

It is intended that each paragraph of this Agreement be viewed as separate and divisible and if any paragraph is held to be invalid, the remaining paragraphs shall continue in full force and effect.

12. BINDING 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.

IN WITNESS WHEREOF, the PARTIES hereto have caused this Agreement to be executed as of the date set forth herein by their duly authorized representatives.

CLALLAM COUNTY

WASHINGTON STATE UNIVERSITY

Dated: 3/17/2017

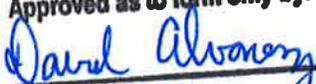
Dated: 4/27/17

By: 

By: 

JIM JONES  
CLALLAM COUNTY ADMINISTRATOR

 DAN NORDQUIST, AVP ORSO

Approved as to form only by: 3/17/17  
  
David Alvarez  
Chief Civil Deputy Prosecuting Attorney  
Clallam County