

## INTERAGENCY AGREEMENT

Between

STATE OF WASHINGTON

HIGHLINE COMMUNITY COLLEGE

and

CITY OF DES MOINES

**THIS AGREEMENT** is made and entered into by and between **HIGHLINE COMMUNITY COLLEGE, PO BOX 98000 MS 99-101, DES MOINES, WA 98198**, hereinafter referred to as "**HIGHLINE COMMUNITY COLLEGE**," and the **CITY OF DES MOINES, 21630 11<sup>TH</sup> AVE S, DES MOINES, WA 98198** hereinafter referred to as the "**CITY OF DES MOINES**".

**IT IS THE PURPOSE OF THIS AGREEMENT** to provide partnership and support for the community through the efforts of the Small Business Development Center and to provide complimentary business development services and resources to small to medium sized businesses.

**THEREFORE, IT IS MUTUALLY AGREED THAT:**

### STATEMENT OF WORK

To provide partnership and support for the community through the efforts of the Small Business Development Center and to provide complimentary business development services and resources to small to medium sized businesses.

### PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on **January 1, 2011**, and be completed on **December 31, 2011**, and will be renewed automatically on an annual basis unless terminated as specified in the termination clause of this agreement by either party.

### 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 cost of accomplishing the work herein will not exceed **\$ 10,000.00 annually**. 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.

### BILLING PROCEDURE

Highline Community College shall submit invoices **automatically on an annual basis**. Payment to the **Highline Community College Foundation** for approved and completed work will be made by warrant or account transfer by the **City of Des Moines** within 30 days of receipt of the invoice. Upon expiration of the contract, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

### RECORDS MAINTENANCE

The parties to this contract 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 years 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.

#### **RIGHTS IN DATA**

Unless otherwise provided, data which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by **Highline Community College**. 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.

#### **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.

#### **AGREEMENT ALTERATIONS AND 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.

#### **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.

#### **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 failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

#### **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 review the facts, contract terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto. 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.

#### **GOVERNANCE**

This contract 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.

**ASSIGNMENT**

The work to be provided under this Agreement, and any claim arising thereunder, 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.

**INDEMNIFICATION**

Each party to this agreement will be responsible for the negligent acts or omissions of its own employees, officers, or agents in the performance of this Agreement. Neither party will be considered the agent of the other and neither party assumes any responsibility to the other party for the consequences of any act or omission of any person, firm, or corporation not a party to this Agreement.

**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.

**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.

**ALL WRITINGS CONTAINED HEREIN**

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.

**CONTRACT MANAGEMENT**

The program 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.

**Highline Community College:**

Communications contact person shall be the Economic Development Programs Coordinator, James Peyton, Highline Community College, PO Box 98000 MS 99-101, Des Moines, WA 98198.

Billing contact person shall be Crystal Kitterman, Highline Community College, PO Box 98000 MS 99-101, Des Moines, WA 98198.

**City of Des Moines:**

Communications and billing contact person shall be Tony Piasecki, City Manager, 21630 11<sup>th</sup> Ave S, Des Moines, WA 98198

**IN WITNESS WHEREOF, the parties have executed this Agreement.**

State of Washington  
Highline Community College

... City of Des Moines

By: *R = c/d*

By: *[Signature]*

Title: *VP Admin*

Title: *City Manager*

Date: *5/6/2011*

Date: *6/6/11*

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM ONLY:**

\_\_\_\_ day of \_\_\_\_\_, 200\_\_

ROB MCKENNA  
Attorney General

By: \_\_\_\_\_  
Senior Assistant Attorney General

**MEMORANDUM OF AGREEMENT  
CONCERNING  
THE SOUTHWEST KING COUNTY ECONOMIC DEVELOPMENT  
INITIATIVE  
BUSINESS ATTRACTION PROGRAM  
2011**

This Agreement is made by and among Highline Community College and the Cities of Burien, Des Moines, Normandy Park, SeaTac, and Tukwila; King County; and the Port of Seattle; collectively, referred hereafter as the "Parties."

**RECITALS**

- A. The Southwest King County Economic Development Initiative (SKCEDI) has been in existence since 1998. It was formed by the cities of Burien, Des Moines, Normandy Park, SeaTac, and Tukwila, the Port of Seattle, Highline Community College and King County to further the economic development of Southwest King County. The Southwest King County Chamber of Commerce is an affiliate member of SKCEDI.
- B. In 2010-11, Highline Community College obtained a grant from the U.S. Economic Development Administration (EDA) in the amount of \$100,000 to produce a Business Attraction Program (BAP) through SKCEDI. This grant represents continued funding for the project started in 2007.
- C. The goal of the BAP is to combine the resources of SKCEDI in order to attract businesses and developers to the Southwest King County subregion, with specific emphasis on businesses with goods or services to export and/or that are involved with international trade/logistics. In addition, the BAP will focus on attracting businesses and developers involved in commercial and residential real estate.

**AGREEMENT**

- 1. Matching funds for the EDA grant to be used for production of the BAP in 2011 are to be derived from the contributions of Burien, Des Moines, Normandy Park, SeaTac, Tukwila, and the Port of Seattle in the amount of \$3,000 per partner per year for a total of \$18,000 per year. King County and Highline Community College are providing in-kind contributions that may include staff participation and input for the BAP.
- 2. The SKCEDI Executive Committee will be responsible for approving the final Business Attraction Plan. The development of the Plan will be reviewed by the SKCEDI Steering Committee on a regular basis. A Program Coordinator will be

## SKCEDI Business Attractions Program Agreement

responsible for guiding the production of the Plan and for reporting on its progress to both the Executive and Steering Committees.

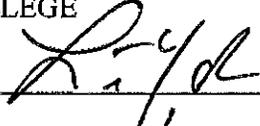
3. All BAP matching funds will be administered by Highline Community College for the purpose of developing and implementing BAP activities.
4. Highline Community College will establish an account to pay for authorized uses of the matching funds.
5. Authorized uses of the funds include, but are not limited to, the following:
  - Hiring a marketing/program consultant to update the Seattle Southside Business Attraction Program interactive website and implement regional marketing strategies.
  - The associated costs for advertisements of the BAP in trade publications, local business journals, and other relevant publications.
  - The associated costs for implementing strategic sponsorships and/or trade show participation with relevant industry trade organizations.
  - The associated costs of developing and implementing special BAP events. Costs to cover include venue and food, advertising, speaker fees, supplies and materials, and miscellaneous items.
  - The associated costs of implementing a tour of SKCEDI-area sites to businesses and developers including marketing, shuttle buses, refreshments and/or meals.
  - Other activities related to business development, attraction, and retention in the Seattle Southside region.
6. Highline Community College and the BAP Coordinator will provide a report on the uses of the contributed funds at the monthly Steering Committee meetings.
7. Other cities and counties of the state of Washington may become parties to this Agreement as long as they agree to abide by all the terms and conditions of the Agreement. Incorporation of another city or county into this Agreement requires the approval of Highline Community College but does not require the written consent of any other city or county currently a party to the Agreement.
8. Nothing contained herein is intended to, nor shall be construed to, create any rights in any person or entity not a signatory to this Agreement, or to form the basis for any liability on the part of the Parties, or their officials, employees, agents or representatives, to any person or entity not a signatory to this agreement.
9. Each party to this agreement will be responsible for the negligent acts or omissions of its own employees, officers, or agents in the performance of this Agreement. Neither party will be considered the agent of the other and neither party assumes any responsibility to the other party for the consequences of any act or omission of any person, firm, or corporation not a party to this Agreement.

SKCEDI Business Attractions Program Agreement

10. This Agreement contains the entire agreement of the Parties and any representations or understandings, whether oral or written, not incorporated herein are excluded.
11. This Agreement may be amended only by an instrument in writing, duly executed by all Parties except as allowed under provision 7 of this Agreement.
12. This Agreement shall be automatically renewed each year after December 31 for a maximum term of three years contingent on the availability of funds by all Parties unless amended as stipulated in Section 10, above.
13. The BAP grant from the U.S. Economic Development Administration will be used to cover staff salaries and benefits and related program expenses.
14. If any matching funds remain after completion of the Business Attraction Plan and implementation of the Plan, the Parties signing this agreement will determine the distribution of said funds.
15. This Agreement may be executed in any number of counterparts and all counterparts shall be deemed to constitute a single agreement. The execution and delivery of one counterpart by any party shall have the same force and effect as if that party had signed all other counterparts. The signatures to this Agreement may be executed on separate pages and when attached to this Agreement shall constitute one complete document.

In witness whereof, the Parties have entered into this Agreement effective as of the date last written below.

HIGHLINE COMMUNITY  
COLLEGE

By: 

Printed Name: Larry T-Yok

Title: VP Admin

Date: 4/19/2011

CITY OF BURIEN

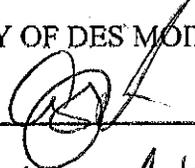
By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

CITY OF DES MOINES

By: 

Printed Name: Anthony A. Piorowski

Title: City Manager

Date: 6/6/11

SKCEDI Business Attractions Program Agreement

CITY OF NORMANDY PARK

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

CITY OF SEATAC

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

CITY OF TUKWILA

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

PORT OF SEATTLE

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_