AGREEMENT BETWEEN
WASHINGTON STATE UNIVERSITY
AND
SNOHOMISH COUNTY

I. PARTIES

This agreement (the AGREEMENT) is made and entered into between Washington State University, an institution of higher education and an agency of the state of Washington ("WSU"), by and through its WSU Snohomish County Extension Office, and Snohomish County, a municipal corporation of the state of Washington ("County"), located in Everett, Washington. In this AGREEMENT, the above entities are jointly referred to as PARTIES.

II. PURPOSE

This AGREEMENT sets forth the terms and conditions governing the County’s provision of office space, furniture and basic office supplies, telecommunications equipment, connections and support, and support staff time to WSU for housing WSU’s SNAP-Ed Regional Program Coordinator in the County’s offices located at 600 128th Street SE, Everett, WA. The PARTIES have determined that the County’s offices are an appropriate place to house this WSU employee, based on the lack of any suitable space owned by WSU, and that the County’s offices are conveniently and centrally located for carrying out the duties of this regionally based WSU employee.

III. RESPONSIBILITIES OF THE PARTIES

A. WSU will provide the following to the County under the terms and conditions of this AGREEMENT:
   1. Payment and/or reimbursement for office space, facilities and services provided by County as set forth below.

B. Snohomish County will provide the following to WSU:
   1. Office Space
   2. Telephone and Voice Mail
   3. Use of Computer, basic computer software
   4. Printer and fax machine
   5. Support staff time
   6. Copier access with billing code
   7. Basic office supplies

IV. EFFECTIVE DATE AND DURATION

TEMPLATE AGREEMENT
Page 1 of 4
Subject to its other provisions, this AGREEMENT shall be effective when the last signatory executes this AGREEMENT, and shall be completed on September 30, 2018, unless terminated sooner as provided in this AGREEMENT. This AGREEMENT may be renewed upon the mutual written consent of the PARTIES for additional terms of two (2) years each.

V. COMPENSATION

A. The method for determining compensation under this AGREEMENT shall be as follows:
   1. Actual cost to the County for space to house a WSU Extension employee based on the County's average per-FTE cost.
   2. The actual cost of WSU's usage of services and supplies on a per usage basis as noted with usage codes.

B. Expenses to be reimbursed by WSU to the County under this AGREEMENT shall be:
   1. Department of Information Services (DIS) fees, facilities fees, support staff time and basic supply costs as a lump sum.
   2. Copier, laminating services and postage usage on a per usage basis.

C. The maximum compensation to be paid by WSU to the County under this AGREEMENT shall be:
   1. $6,000 per year, pro-rated for any partial year; however, compensation to the County for the year 2017 will be a maximum of $3,000 beginning July 1, 2017.
   2. Copier, laminating and postage usage will be billed separately and in addition to the amount in V.C.1 above.

VI. BILLING AND PAYMENT

A. The County shall submit on not more than a monthly basis properly executed and documented bills or vouchers for payment to:

   Kim Small, Director of Sponsored Program Services
   Washington State University Extension
   P.O. Box 646240
   Pullman, WA 99164-1025
   509-335-2047
   Email: kksmall@wsu.edu

B. Payments by WSU for satisfactory performance under this AGREEMENT shall be made within thirty (30) days of receipt of invoice to:

   Snohomish County Treasurer
   c/o Janet Jayne
   600 128th St SE
   Everett, WA 98208
VII. TERMINATION

Either PARTY may terminate this AGREEMENT for any reason upon ninety (90) days prior written notification to the other PARTY. The PARTIES shall be liable only for obligations incurred up to the date of such termination.

VIII. AMENDMENTS

This AGREEMENT may be amended by mutual agreement of the PARTIES. Such amendments shall not be binding unless they are in writing, signed by personnel authorized to bind each of the PARTIES, and attached to this AGREEMENT.

IX. DISPUTE RESOLUTION

In the event that a dispute arises under this AGREEMENT that the PARTIES can not resolve, the dispute shall be determined 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 one additional member to the Dispute Panel to make a panel of three members. The Dispute Board so constituted 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. The PARTIES shall share equally the costs, if any, for the services of the Dispute Panel.

X. HOLD HARMLESS

Each PARTY to this AGREEMENT shall, to the extent permitted by law, indemnify and hold the other harmless for any and all claims, injuries, damages, losses or suits, including attorneys' fees, arising out of its own acts or omissions and those of its officers, employees and agents in the performance of this AGREEMENT. No party to this AGREEMENT shall be responsible for the acts and omissions of those not a party to this AGREEMENT.

XI. INSURANCE

Snohomish County is self insured and will provide a letter of self insurance.

XII. 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.

XIII. ASSIGNMENT

The work to be provided under this AGREEMENT, and any claim arising thereunder, shall not be assignable or delegable by either PARTY in whole or in part without the express prior written
consent of the other PARTY. Any assignment shall be effective only if written, signed by the authorized representatives of each PARTY, and attached to this AGREEMENT.

XIV. NOTICE

The contact person for all communications regarding the performance of this AGREEMENT shall be:

A. For WSU:
   Carrie Johnston
   Washington State University
   P.O. Box 646240
   Pullman, WA 99164-6240
   509-335-4564
   509-335-2926 (FAX)
   Email: carriej@wsu.edu

B. For Snohomish County:
   Janet Jayne
   600 128th St SE
   Everett, WA 98208
   425-357-6003
   423-338-3994
   Janet.Jayne@co.snohomish.wa.us

XV. SIGNATURES

The PARTIES affirm that the individuals signing this AGREEMENT have been granted the authority to do so, and by their signature affirm that the PARTIES will comply with the terms and conditions of this AGREEMENT.

WASHINGTON STATE UNIVERSITY
Recommended:  

Name:  
Title:  
Date:  July 28, 2017

Approved:  

Name:  
Title:  Contracts Manager, Finance and Admin
Date:  9-7-17

SNOHOMISH COUNTY

Name:  KEN KLEIN
Title:  Executive Director
Date:  7-28-17

Approved:  

Name:  
Title:  
Date:  

TEMPLATE AGREEMENT
Page 4 of 4