

INTERAGENCY AGREEMENT
 Between
 THE STATE OF WASHINGTON
 AUDITOR'S OFFICE
 And
 WASHINGTON STATE UNIVERSITY – EXTENSION ENERGY PROGRAM

THIS AGREEMENT is made and entered into by and between the Washington State Auditor's Office, hereinafter referred to as "SAO", and the Washington State University by and through its Extension Energy Program, hereinafter referred to as "University".

IT IS THE PURPOSE OF THIS AGREEMENT to set forth the terms and conditions governing the Washington State University – Extension Energy Program's provision of subject matter expertise to SAO during the fieldwork for the Energy Independence Act Audit of Utilities Renewable Energy and Conservation project ("Project").

STATEMENT OF WORK

During the term of this Agreement, the University will provide energy-industry subject matter expertise to SAO on an as-needed basis as requested by SAO. Specific statements of work will be identified as Task Orders issued under this Interagency Agreement. Task Orders will identify specific deliverables or services (the Work), which could include on-call consulting. . No more than 20% of the time spent on each task order will be charged to Research Librarian. A sample Task Order No. 1 is attached hereto and incorporated herein

PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall begin upon execution, or January 26, whichever is later, and be completed on July 31, 2013, unless terminated sooner as provided herein.

The parties may extend this Agreement through an amendment agreed to and signed by both parties in order for the University to continue to provide subject matter expertise for additional phases of the Project.

PAYMENT

Compensation for the Work provided in accordance with this Agreement has been established under the terms of RCW 39.34.130. Compensation for each work statement will be established in each Task Order. The parties have determined that the cost of accomplishing the work issued under this agreement will not exceed **\$50,000** in total. Billing rates will be in accordance with the table below. Any additional services provided by the University and/or its subcontractors would require a written amendment to this Agreement, approved by both parties and processed through SAO prior to beginning the additional services.

WSU Extension Energy Program Billing Rate Schedule			
Proposal to Washington State Auditor's Office		Hourly Rates	
Staff Category	Staff Names	January 2012- June 2012	July 2012-June 2013
Senior Energy Engineer - Hydroelectricity	Gilbert McCoy, PE; Carolyn Roos, PE	\$92.00	\$96.00
Senior Energy Engineer	Marcia Karr, PE; Jack Zeiger	\$79.00	\$82.00
Research Librarian	Angela Santamaria; Julie Nurse; Martha Parsons	\$71.00	\$74.00
Energy Data Analyst	Stacey Waterman-Hoey	\$62.00	\$63.00

BILLING PROCEDURE

The University shall submit invoices monthly or upon completion of the work specified in a specific Task Order issued under this Agreement. Invoices will reference the Interagency Agreement No. K298, identify the staff members providing invoiced services, include a brief description of the work performed and hours spent per person. Payment to the University for approved and completed Work will be made by warrant or account transfer by the SAO within 30 days of receipt of the invoice. Upon expiration of the Agreement, 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 Agreement shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs incurred by either party in the performance of the Work. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, SAO 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 SAO, 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 use 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

Any data which originates from this Agreement shall be owned by the party that creates such data. Data shall include, but not be limited to, reports, documents, workpapers, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. The University hereby grants the SAO a perpetual, unrestricted, royalty-free, irrevocable, non-exclusive license to reproduce, deliver, publish or otherwise use, and to authorize others to use, such data created by the University for the SAO pursuant to this agreement.

AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended only by mutual agreement of both parties. 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 not less than 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, agreement 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, and the parties shall equally share the costs, if any, of the Dispute Board. 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 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 task orders issued under the 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.

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.

AGREEMENT MANAGEMENT

The designated coordinator 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.

The Contract Coordinator for the State Auditor's Office is:

Kevin Greene
Contracts Manager
Suite 201
621 8th Ave SE
OLYMPIA, WA 98504
(360) 725-9730
Kevin.greene@sao.wa.gov

The Audit Manager for the State Auditor's Office is:

Julie Amos
Program Manager
3200 Capital Blvd
Olympia, WA 98504
(360) 725-5639

The Coordinator for the Washington State University is:

Todd Currier
WSU Extension Energy Program Division Manager
PO Box 43165
Olympia, WA 98504
(360) 956-2000

IN WITNESS WHEREOF, the parties have executed this Agreement.

State of Washington
State Auditor's Office



Signature

Audit Manager

Title

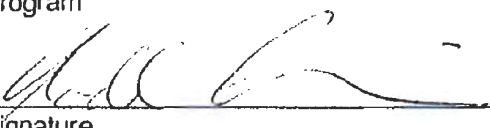
2/22/12

Date

APPROVED AS TO FORM:

ATTORNEY GENERAL'S OFFICE

State of Washington
Washington State University – Extension Energy
Program



Signature

Division Manager

Title

2-15-12

Date

Approved By:




Signature

Amanda N. Owen
Contracts Manager
Washington State University

2/16/12

Date

TASK ORDER WASHINGTON STATE AUDITOR'S OFFICE (SAO)		<u>Task Order #</u>	<u>Interagency Agreement #</u>
		1	K298
		<u>Type of Services</u>	<u>Date Issued</u>
		Subject Matter Expertise	

Title: Preplanning of I-937 Audits - Introduction	WSU – Extension Energy Program
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This Task Order is issued under the provisions of an SAO agreement. The services authorized are within the scope of services set forth in the *Purpose* of the contract. All rights and obligations of the parties shall be subject to and governed by the terms of the contract, including any subsequent modifications, which are hereby incorporated by reference.

Purpose
 The purpose of this Task Order is to provide subject matter expertise to the Washington State Auditor's Office in support of the I-397 audits.

Statement of Tasks
TASK 1: Evaluate Conservation Targets:
 In coordination with SAO staff, compare four utilities' target development methodology to the same outlined in state law. Review the related assumptions and data inputs for reasonableness.

Objectives:

- 1.
- 2.
- 3.

Deliverables:

- 1.
- 2.
- 3.

Deliverables are subject to review and approval by SAO prior to payment.

Start Date	2/06/2012	End Date	12/31/2012
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<u>Budget</u>			
Description / Task	Est. Hours	Unit Cost	Total
1		\$	\$
2			

3				
4				
5				
6				
<p align="center">SAO shall pay an amount not to exceed (plus allowable mileage)</p>				<p>\$</p>
<p>Washington State University Approval</p>		<p>State Auditor's Office Approval</p>		
<p>_____ (Signature) SAO Authorized Representative (Date)</p>		<p>_____ (Signature) SAO Authorized Representative (Date)</p>		
T/O Manager	Todd Currier	T/O Manager	Julie Amos	
Telephone No.	360-956-2038	Telephone No.	360-725-5639	
Email:	curriert@energy.wsu.edu	Email:	Julie.amos@sao.wa.gov	