

**INTERAGENCY AGREEMENT**  
**between**  
**COWLITZ COUNTY**  
**and**  
**WSU EXTENSION**  
**and**  
**WSU SMALL BUSINESS DEVELOPMENT CENTER**

Washington State University (hereinafter referred to as "WSU") and its sub-agencies of WSU Extension, a cooperative extension program created by interagency agreements between WSU and counties (hereinafter referred to as "Extension,") and WSU Small Business Development Center, a partnership between the U.S. Small Business Administration and WSU (hereinafter referred to as "SBDC"), and Cowlitz County, a political subdivision of the State of Washington (hereinafter referred to as "County") do hereby enter into the following Agreement:

1. Purpose: County agrees to furnish to SBDC office facilities for faculty and support staff at 1946 3<sup>rd</sup> Avenue, Longview, Washington. The space consists of one office, approximately 113 square feet.
2. Acceptance of Premises: The SBDC has inspected the premises and accepts them in the condition they are in as of the date of this Agreement. The County shall provide routine maintenance and light housekeeping in the common areas of the premises unless notified in writing by SBDC that such maintenance is not required. The County will repair its equipment and fixtures. However, the County shall not be obligated to repair or replace any fixtures or equipment installed by SBDC, and the County shall not be obligated to make any repair or replacement necessitated by any act or omission of the SBDC or its employees, agents, subcontractors, invitees, or licensees, normal wear and tear excepted.
3. Duration: The initial term of this Agreement is July 1, 2012 ("Commencement Date") through June 30, 2013, unless earlier terminated. If not earlier terminated, this Agreement shall automatically renew from year to year for four (4) renewal terms (ending June 30, 2017).

The parties wish to formally acknowledge that despite the fact this Agreement is being executed after the Commencement Date, the parties commenced performance on or about the Commencement Date specified above, and desire, to the extent permitted by law, to include in this Agreement the period between such date and the date of execution of this Agreement.

4. Termination:
  - a. This Agreement may be terminated by either party, with or without cause, by giving thirty (30) days written notice to the other.

b. This Agreement shall terminate in the event of permanent closure of the County Building (hereinafter "Premises"). If the Premises (or any portion thereof) are closed on a temporary basis, this Agreement shall be suspended for the duration of the closure or until the Agreement expires, or until Agreement is terminated, whichever occurs first.

c. Upon the expiration or termination of this Agreement, SBDC shall leave the Premises in the same condition they were in at the commencement of this Agreement, reasonable wear and tear excepted. Personal items and equipment owned by the SBDC shall be removed from the Premises. If any such property remains on the Premises more than ten (10) days after the expiration or termination of the Agreement, SBDC shall be deemed to have abandoned to County such property and improvements which it has failed to remove from the Premises and the County may dispose of the property however it sees fit, without notice to SBDC.

5. Obligations of the Parties: In order to accomplish the stated purposes, Extension, County and SBDC further agree:

A. Extension shall provide the following:

- a. Provide an office with a secure door in the WSU Extension office.
- b. Provide a secretary who will direct telephone calls and clientele to the SBDC office. No additional secretarial services will be provided.
- c. Except as noted in paragraph 5b and 5e below, be financially responsible for utilities including the cost of electricity, water, sewer and garbage as necessary or desirable for occupancy.
- d. Provide building security.

B. SBDC agrees to provide the following:

- a. Provide all furniture for its office space.
- b. Pay for any modifications to the facilities necessary to move into the building, which may include providing materials, supplies, equipment and labor to make repairs or perform maintenance. County shall be deemed the owner of all modifications except for those which County requires to be removed at the end of the Agreement.
- c. SBDC agrees to obtain required permits and inspections for the work and that all work performed shall be free from defects in material and workmanship and shall conform to all applicable building code requirements. Work will be inspected by and performed to the satisfaction

of the County's Facility Maintenance Director. Determination of satisfaction with the work shall be based on reasonable and objective standards that are not inconsistent with this Agreement or the nature of the property. Any defects shall be corrected by SBDC at SBDC's expense.

- d. SBDC shall keep the premises in a neat, clean, and sanitary condition, and shall keep the premises and all items installed by SBDC in good condition, except only for reasonable wear and tear. .
- e. Pay for secure telephone and computer connections. Charges for SBDC will be calculated and invoiced in the same manner and at the same rates as charges to other County departments.
- f. Provide all office supplies for SBDC operations.
- g. Provide a copy machine for SBDC business.
- h. Use the office for the conduct of the business and functions of the SBDC, and for no other purpose without the prior written consent of County. SBDC shall not allow use of the Premises for any illegal purpose and shall comply with all governmental rules, orders, regulations or requirements relating to the use and occupancy of the Premises.
- i. Provide insurance as follows: SBDC, its officers, employees, and agents, while acting in good faith within the scope of their official duties, are covered by the State of Washington Self-Insurance Program and the Tort Claims Act (RCW 4.92.060 et seq.), and successful claims against SBDC and its employees, officers, and agents in the performance of their official duties in good faith under this Agreement will be paid from the tort claims liability account as provided in RCW 4.92.130. SBDC shall furnish a current certificate of insurance evidencing the foregoing policy of self-insurance, and agrees to name County as an additional insured on such policy, and County's officers, employees and agents.

C. County agrees to the following

- a. Provide the SBDC access to secure telephone and computer connections.
- b. Provide the SBDC utilities including electricity, water, sewer and garbage as necessary or desirable for occupancy.
- c. Bill the SBDC directly for telephone and computer services and utilities on a monthly basis.

6. Indemnification: Each party to this Agreement is responsible for its own negligent acts and/or omissions and the acts and/or omissions of its officers, employees and

agents in the performance of this Agreement, and shall indemnify and hold harmless and waive any and all claims against other parties and parties' officers, employees and agents from and against any and all liability of any type or nature whatsoever for injury or damage to persons or property resulting from or arising out of that particular party's negligent acts and/or omissions. No party to this Agreement is responsible for the acts and or omissions of third parties, except where such third parties are deemed to be officers, employees, agents, or assigns of a particular party. Each party shall provide for or require necessary workers compensation coverage and unemployment compensation as required by law.

The provisions of this paragraph shall survive expiration or termination of this Agreement.

7. 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 particular party, and shall not be considered for any purpose to be employees or agents of another party.
8. 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.

The State Director for Small Business Development Center:

Brett A. Rogers  
1235 N. Post Suite 201  
Spokane, WA 99201  
Phone: 509-358-7767

The Director for Washington State University extension office:

Gary Fredricks, Director  
Cowlitz County Extension  
1946 Third Avenue,  
Longview, WA 98632-4045  
Phone: 360-577-3014 Ext 3

The Cowlitz County Commissioners:

Office of Financial Management  
County Administration Building, Room 308  
207 4th Ave. North  
Kelso, WA 98626  
Phone: 360-577-3065

9. Records Maintenance. The parties to this Agreement shall each maintain books, records, documents and other such materials which sufficiently reflect all work and services provided in the performance described herein. The records shall be subject to inspection, review or audit by personnel of each party, the Office of State Auditor,

and federal officials so authorized by law. All such books, records, documents and other such materials relevant to this Agreement shall be retained for six (6) years after expiration of this Agreement, and this provision shall survive termination of this Agreement. Books, records, documents and other such materials.

10. Entire Agreement: This agreement contains the entire agreement among the parties and shall not be modified in any manner except by an instrument in writing executed by both parties.
11. Nondiscrimination. Each party certifies that it will not discriminate in the performance of this Agreement on the basis of race, color, national origin, gender, sexual orientation (to include gender identity), religion, veteran or military status, or the presence of any sensory, mental or physical disability or the use of a trained guide dog or service animal by a person with a disability, in compliance with (a) Presidential Executive Order 11246, as amended, including the Equal Opportunity Clause contained therein; (b) Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans Readjustment Act of 1974, as amended, and the Affirmative Action Clauses contained therein; (c) the Americans with Disabilities Act of 1990, as amended; and (d) Washington state civil rights and nondiscrimination laws. The parties further agree they will not maintain facilities which are segregated on the basis of race, color, religion or national origin in compliance with Presidential Executive Order 11246, as amended, and will comply with the Americans with Disabilities Act of 1990, as amended, regarding programs, services, activities and employment practices.
12. Conflict of Provisions: In the case of conflict, the more specific provisions of this Agreement shall control.
13. Amendments and Assignment: No provision of this Agreement may be amended or modified except by a further written document signed by the parties. The performance under this Agreement is not assignable or delegable by any party, without the express, mutual consent of the parties, which shall not unreasonably be withheld.
14. Waiver. A failure by a 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 right.
15. Applicable Law and Venue: This Agreement shall be construed in accordance with the laws of the State of Washington. Venue for any dispute related to the Agreement shall be Cowlitz County, Washington.
16. Severability: If a court of law determines any provision of the Agreement to be unenforceable or invalid, the parties hereto agree that all other portions of this Agreement shall remain valid and enforceable.

17. Force Majeure: The timing or performance by any party under this Agreement shall be excused during any extraordinary natural events or weather conditions, war, riots, labor disputes or inability to procure required supplies or materials.
18. Interpretation: This Agreement has been submitted to the scrutiny of all parties hereto and their counsel if desired, and shall be given a fair and reasonable interpretation in accordance with the words hereof, without consideration or weight being given to its having been drafted by any party hereto or its counsel.
19. Headings: The headings used in this Agreement are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Agreement.
20. Final Agreement: This Agreement terminates and supersedes all prior understandings or agreements on the subject matter thereof.
21. Signatures. The parties affirm they have designated the persons below to have signature authority for their respective public institutions, agencies and bodies, and that the same shall have agreed to all of terms and conditions of the Agreement.

This Agreement executed Dec. 4, 2012

**WSU SMALL BUSINESS  
DEVELOPMENT CENTER**

*Brett A. Rogers*  
By: Brett A. Rogers  
Title: State Director

Date 11/14/12

**WASHINGTON STATE UNIVERSITY**

*Amanda Owen*  
By: Amanda Owen  
Title: Contract Manager

Date 11/9/12

**BOARD OF COUNTY COMMISSIONERS  
OF COWLITZ COUNTY, WASHINGTON**

*George Raiter*  
By: George Raiter,  
Title: Chairman

*Michael A. Karnofski*  
By: Michael A. Karnofski,  
Title: Commissioner

*Absent*  
By: James R. Misner,  
Title: Commissioner

Date December 4, 2012



ATTEST:  
*Vickie M. Musgrove*  
Vickie M. Musgrove, Clerk of the Board

APPROVED AS TO FORM, ONLY:  
*Douglas Jensen*  
Douglas Jensen,  
Chief Civil Deputy Prosecuting Attorney