

**INTERAGENCY AGREEMENT
BETWEEN
WASHINGTON STATE UNIVERSITY
AND
MICHIGAN STATE UNIVERSITY**

THIS INTERAGENCY RESEARCH AGREEMENT (the "Agreement") is between Washington State University, an institution of higher education and agency of the state of Washington, through WSU Extension (hereafter referred to as "WSU"), and Michigan State University an institution of higher education in the state of Michigan, through MSU Extension (hereafter referred to as "MSU").

I. PURPOSE AND STATEMENT OF WORK

The purpose of this Agreement is for MSU to accomplish the work entitled "Promising Practices in Metropolitan Extension," (the "Project") hereby attached as Exhibit A and incorporated herein by reference. This is a subcontract arrangement of the Project Proposal accepted by the Western Center for Metropolitan Extension & Research (the "Center"), of which WSU is a partnering institution. WSU will provide payment for the work to be performed and for the expense of the software as outlined below.

II. PERIOD OF PERFORMANCE

The parties formally acknowledge that despite the fact this Agreement is being executed on or about July 6, 2015, the parties commenced performance on or about April 1, 2015 ("Effective Date"). Therefore, the parties desire, to the extent permitted by law, to include in this Agreement performance that occurred in the period between the Effective Date and the date of execution of this Agreement. This Agreement will be completed no later than July 30, 2015.

III. 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 will not exceed \$7,000. WSU will reimburse MSU for MSU's purchase of a single-use license for reference management software, e.g. EndNote, with a cost not to exceed \$200. Payment for the work accomplished according to Exhibit A 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. The budget for the work to be performed herein is attached as Exhibit B.

IV. BILLING PROCEDURES

MSU shall submit one invoice to WSU upon conclusion of the performance of the tasks outlined in Exhibit A. WSU shall pay MSU for all approved and completed work and for the software expense by warrant or account transfer within thirty (30) days of invoicing.

Penalties for late payments (defined as those paid beyond thirty (30) days after receipt of invoice) shall be assessed at one percent (1%) per month.

Invoices shall be submitted, either by paper copy or electronic mail, to:

Washington State University
Attn: Kelly Barton
901 Fifth Ave, Suite 2900
Seattle, WA 98164
bartonk@wsu.edu

V. 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 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 three (3) years, except that WSU will retain records for six (6) years where required by WSU policies and procedures, or other laws or regulations applicable to WSU, 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.

VI. RIGHTS IN DATA

Data shall include, but not be limited to, reports, documents, compilations, collective works, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Title to any data originating from this Agreement conceived or first reduced to practice in the performance of the Project, shall be assigned to MSU if all the creators are MSU'S employees; shall be assigned jointly to MSU and WSU if the creators include employees of both parties; and shall be assigned to WSU if all the creators are employees of WSU.

MSU grants WSU a royalty-free, non-exclusive, irrevocable and unlimited license to use, publish, or otherwise distribute all materials or ideas created or developed by

MSU for and in connection with the Project and any other materials provided by MSU under this Agreement throughout the world in perpetuity.

VII. 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.

VIII. MODIFICATION

This Agreement may be modified or 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.

IX. TERMINATION

Either party may terminate this Agreement upon 15 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. Under this section or the following section, if the parties choose to partially or completely terminate this Agreement, the parties shall either mutually agree how any property involved shall be disposed of, or if they are unable to do so, they shall submit the dispute to the Dispute Panel provided for in Section XI.

X. 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 fifteen (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. See Section IX for the provisions for disposition of property upon the partial or complete termination of this Agreement.

XI. DISPUTES

In the event that a dispute arises under this Agreement that the parties cannot resolve, they shall allow the dispute to be decided 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 an additional member to the Dispute Panel. The Dispute Panel shall review the facts, contract terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Panel may be final and binding on the parties hereto. The parties shall share equally in the costs, if any,

for the services of the dispute panel. The Parties agree that Section XI does not waive any right to litigation in the event that dispute resolution pursuant to Section XI is unsuccessful.

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.

XII. GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of [intentionally silent] 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. the terms of this Agreement; and
- C. Exhibit A, statement of work.

XIII. ASSIGNMENT

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

XIV. 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.

XV. 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.

XVI. ENTIRE 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.

XVII. CONTRACT ADMINISTRATION

A designated contract administrator for each of the parties shall administer this Agreement and be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The Contract Administrator for WSU is:

Name: Bradley Gaolach

College or Department: Extension CED

Address: 2000 Tower Street MS-45 Everett WA 98201

Telephone: 425-405-1734

Email: gaolach@wsu.edu

The Contract Administrator for MSU is:

Name: Diane Cox, Manager

College or Department: Office of Sponsored Programs

Address: Michigan State University, Hannah Administration Building, 426 Auditorium Rd. Room 2, East Lansing, MI 48824

Telephone: 517-884-4243

Email: ContractTeam2@osp.msu.edu

XVIII. SIGNATURES

The parties affirm they have designated the persons below to have signature authority for the parties. By their signatures on this Agreement, the parties agree to all of its terms and conditions.

WASHINGTON STATE UNIVERSITY ("WSU")

Recommended by:

By: [Signature]
Name: Robert McDaniel
Title: Director, WSU Extension CED
Date: 7-7-15

Approved by:

By: [Signature]
Name: Christine R. Hoyt
Title: Contracts Manager
Date: 7-7-15

MICHIGAN STATE UNIVERSITY ("MSU")

Recommended by:

By: [Signature]
Name: JULIA MISKIEWICZ
Title: SPONSORED PROGRAMS ADMIN
Date: 07/07/2015

Approved by:

By: [Signature]
Name: DIANE COX
Title: SPONSORED PROGRAMS MANAGER
Date: 07/07/2015

Exhibit A

Draft Project Proposal:

Overview

This position will work with the Director for the Western Center for Metropolitan Extension & Research (Center) to conduct research that exemplifies Promising Practices for extension programming in metropolitan communities. This research will include peer-reviewed literature, programs, and organizational approaches. This research will be open ended, requiring a degree of independence in determining what protocols and procedures to use to collect the desired level of data and detail; it is expected that themes and strategies will emerge during the work. The individual will report to the Center's Director.

The results of this work will be articulated in appropriate documents (e.g. database and / or white paper) that will be used as a resource base for metropolitan extension offices and professionals in developing promising practices, conducting scholarly work, and supporting the development of effective metropolitan extension offices in the West.

Task

1. Conduct a literature review of peer-reviewed articles, reports, factsheets, and other appropriate literature. Articles identified will be cataloged in an EndNote Database (or similar software, which will be provided by the Center if necessary). Working collaboratively with the Center Director, search and categorizing topics will be developed, which may include:
 - a. Programmatic areas, e.g.: Health & Wellness; Food Systems; Economy & Employment; digital economy, and Energy & Environment
 - b. Non-traditional funding models
 - c. Professional development, staff training and / or skills necessary for working in metropolitan communities.
 - d. Program evaluation (e.g. qualitative, quantitative, case studies, ROI) and appropriate software and technology

Associated with this deliverable will be the opportunity to develop a professional development webinar on use of the reference management software while demonstrating the specific database developed.

2. Utilizing internet resources (e.g. websites, Facebook pages, LinkedIn, etc) and appropriate follow-up interviews, compile an annotated bibliography or other mutually acceptable deliverable, which includes the defining attributes, any unique organizational model, and services provide and/or societal areas addressed for:
 - a. University and / or Extension based Centers, Institutes, etc (e.g. UROC in MN; PSU in Pittsburgh).
 - b. County or city based Extension offices in metropolitan communities
 - c. Urban Serving Universities
 - d. Organizations addressing metropolitan issues including potential funding sources, e.g.:
 - i. Federal government departments and programs focused on metropolitan issues
 - ii. Organizational Entities such as the Large Cities Council within the National League of Cities
 - iii. Foundations, Community Based Organizations, and Faith Based Organizations.
 - iv. Think tanks and policy centers
 - e. Webinars related to metropolitan extension issues (program content and professional development).

Exhibit A

Deliverables

- Reference management software database (Task 1)
- Webinar on use of reference management software with database developed (Task 1)
- White paper, annotated bibliography or other mutually acceptable format for information compiled in Task 2.
- All data will be provided to the Center and the Center will maintain ownership of the data. Every effort will be made for collaborative authorship of any scholarly work based on the data; at a minimum the work of the student and Michigan State University Extension will be acknowledged in all publications based on data generated from the project.

Budget

- \$7,000 is available for this project inclusive of all costs (e.g. salary, benefits, F&A) except for a single-use license of the reference management software (e.g. EndNote) if the student does not have access to it.

Timeline

The Center recognizes the open-ended aspect of this work, as we do not know the depth of information available. However, we would like to a working draft of Task 1 deliverables on or around the National Urban Conference (May 4th) and all deliverables finalized by June 30. The Center places a high priority on this work and expect to work collaboratively with the student to accomplish the work as soon as is feasible.

EXHIBIT B

Budget for WSU Urban Extension Literature Review

Four month budget

11.5% of Time for four months

Marie Ruemenapp's

- Salary	\$4,266
- Fringe @ 30.31%	\$1,289
Subtotal of Salary & Fringe	\$5,555
F & A @ 26%	\$1,444
	\$7,000

Total