

**AMENDMENT NO. 1
TO THE
AGREEMENT BETWEEN
WASHINGTON STATE UNIVERSITY
AND
DEPARTMENT OF COMMERCE**

THIS AMENDMENT NO. 1 (the “Amendment”) is made and entered into by and between Washington State University, by and through its (“WSU”), and the Department of Commerce (“Commerce”).

RECITALS

WHEREAS, WSU and Commerce have previously entered into that certain Agreement dated July 1, 2021 (the “Agreement”) regarding supporting a full time position in the Industry Sector Development Program at Commerce on issues related to rural economic development and forest products in Washington State; and

WHEREAS, The parties wish to formally acknowledge that despite the lapse in the term of this Agreement, which expired June 30, 2023, the parties have fully intended to continue and have continued to carry out the terms of the Agreement as though it were still in effect, and desire by this Amendment to express their intent to retroactively reinstate the Agreement from and after June 30, 2023; and

WHEREAS, the parties desire to extend the Agreement for an additional 2 years; and

WHEREAS, the parties desire to amend the Agreement to update the not to exceed amount to Three Hundred Sixty Thousand Dollars (\$360,000.00).

NOW, THEREFORE, the parties hereto agree as follows:

1. Term Extended. Pursuant to the AGREEMENT CHANGES, MODIFICATIONS AND AMENDMENTS section of the Agreement, the term of the Agreement is hereby amended and extended for 2 years and shall terminate on June 30, 2025.

2. Amendment. The COMPENSATION section of the Agreement is hereby amended as follows (deletions are in strikethrough, additions are underlined):

WSU shall pay Commerce an amount not to exceed Three Hundred Sixty Thousand Dollars (\$360,000.00) ~~One Hundred Eighty Thousand Dollars (\$180,000.00)~~ for the performance of all things necessary for, or incidental to, the work as set forth in the State of Work of this Agreement. Costs to be reimbursed by WSU under this Interagency Agreement are those eligible costs incurred during the performance of this agreement on or after July 1, 2021.

2. Other Terms and Conditions Unchanged. Apart from the previous modification, the Agreement remains unchanged and in full force and effect. This Amendment shall be effective on the last date signed below and shall be attached to the Agreement.

[Signature page follows]

WASHINGTON STATE UNIVERSITY

APPROVED BY:

Signature: *Eric M. Rogers*
Name: Eric M. Rogers
Title: Senior Director, Procurement & Contract Services
Date: 11/12/2024

RECOMMENDED BY:

Signature: *Chris Jones*
Name: Chris Jones
Title: Asst Vice President for Budget and Planning
Date: 11.12.2024

DEPARTMENT OF COMMERCE

DocuSigned by:
Keith Swenson
Signature: *Keith Swenson*
Name: Keith Swenson
Title: Deputy Assistant Director
Date: 11/13/2024 | 3:05 PM PST

Signed by:
Brenda Pearson
Signature: *Brenda Pearson*
Name: Brenda Pearson
Title: MD, Grants, Contracts, and Procurement
Date: 11/13/2024 | 2:27 PM PST

**AGREEMENT BETWEEN
THE STATE OF WASHINGTON**

**Department of Commerce
And
Washington State University**

PARTIES TO THE AGREEMENT

This Agreement is made and entered into by and between the “Department of Commerce” hereinafter referred to as “Commerce” and “Washington State University” hereinafter referred to as “WSU” pursuant to the authority granted by Chapter 39.34 RCW.

PURPOSE

The purpose of this Agreement is to support a full time position in the Industry Sector Development Program at Commerce on issues related to rural economic development and forest products in Washington State.

PERIOD OF PERFORMANCE

This Agreement shall become effective on July 1, 2021, regardless of the date of execution, and will expire on June 30, 2023, unless terminated sooner or extended as provided herein.

STATEMENT OF WORK

This position serves as the state lead to support the recruitment and expansion of rural industries in Washington State, which will result in rural economic sector business recruitment, retention and expansion. It will require senior level policy analysis, policy development and implementation and will work directly with rural industries. The position supports state efforts and the agency’s goal to increase Washington’s share of high growth, high employment, and trade sectors.

This position is responsible for development and implementing state policies that support the development and expansion of the rural economic sector, and will closely interact with private sector leaders in rural communities.

The position will utilize the rural council plans, the state’s economic development strategy and related documents to develop and implement the state’s strategy to build the rural economic sector, which will result in rural businesses being recruited, retained and expanded. The position will:

- Work with the Director of Commerce, Governor’s office, other departments across government and economic development policy leaders to gain a shared policy direction related to the rural economy.
- Serve as the state point of contact for rural economic industry organizations.
- Work directly with rural industries to recruit, retain, and expand in Washington.
- Speak on behalf of the state on rural economy related topics.

COMPENSATION

WSU shall pay Commerce an amount not to exceed One Hundred Eighty Thousand Dollars (\$180,000.00) for the performance of all things necessary for, or incidental to, the work as set forth in the Statement of Work of this Agreement. Costs to be reimbursed by WSU under this Interagency Agreement are those eligible costs incurred during the performance of this agreement on or after July 1, 2021.

Invoices shall be submitted quarterly. Upon receipt and approval of the properly executed invoices, WSU will remit payment of Commerce in a total amount not to exceed the value of this Agreement.

The invoices shall be forwarded to the attention of Lana Redman, PO Box 641045, Pullman, WA 99164-1045, phone: 509/335.2480, e-mail: redmanl@wsu.edu.

MANAGEMENT

The Program Manager for each of the parties shall be responsible for and shall be the contract person for all communications and billings regarding the performance of this Agreement.

The Program Manager for Commerce is Karen McArthur, Managing Director, Finance and Grant Services, Mail Stop 42525; Phone 360/725.4027, karen.mcarthur@commerce.wa.gov

The Program Manager for WSU is Lana Redman, PO Box 641045, Pullman, WA 98164-1045, phone 509/335.2480, redmanl@wsu.edu

DISPUTES

Disputes arising under this Agreement shall be resolved by a panel consisting of one representative from Commerce, one representative from WSU and a mutually agreed upon third party. The dispute panel shall thereafter decide the dispute with the majority prevailing.

TERMINATION

Either party may terminate this Agreement upon thirty (30) days written notice to the other party. In the event of termination of this Agreement, the terminating party 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.

AGREEMENT CHANGES, MODIFICATIONS AND AMENDMENTS

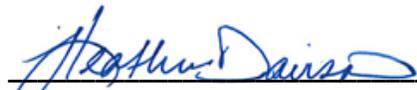
This Agreement may be changed, modified, amended or extended by written agreement executed by both parties.

EXECUTION

We, the undersigned, agree to the terms of the forgoing Agreement.

WASHINGTON STATE UNIVERSITY

DEPARTMENT OF COMMERCE


Heather Davison
Associate Manager 2/17/2022
Real Estate & Bus Ops Date

DocuSigned by:

Chris Green 2/25/2022 | 1:31 PM PST
Assistant Director Date

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**Department of Commerce
And
Washington State University**

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PURPOSE

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PERIOD OF PERFORMANCE

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AGREEMENT CHANGES, MODIFICATIONS AND AMENDMENTS

This Agreement may be changed, modified, amended or extended by written agreement executed by both parties.

EXECUTION

We, the undersigned, agree to the terms of the forgoing Agreement.

WASHINGTON STATE UNIVERSITY



Amanda N. Owen
Associate Director,
Contracts and Real
Estate Office

7.22.19
Date

DEPARTMENT OF COMMERCE



Chris Green
Assistant Director

6/24/19
Date