

**INTERAGENCY AGREEMENT**  
**Washington State University – Port of Port Angeles, WA**  
**OGRD #127689 Modification 1**

**WHEREAS:** An Interagency Agreement was entered into on the 25th day of January 2017 between the Port of Port Angeles (Port of PA), and Washington State University through its Small Business Development Center (“WSU”) for the period commencing January 1, 2017 and terminating December 31, 2017.

**NOW THEREFORE:** Both parties desire to continue the collaboration and amend the Agreement as follows:

**ARTICLE 2: Term of Performance.**

The performance period of the Agreement is extended and will run from **January 1, 2018** through **December 31, 2018**, unless amended by written mutual agreement.


**ARTICLE 4: Payment.**

The amount to be paid to WSU for performance of all related services and expenses incurred during the Term, unless the Agreement is terminated prior to the end of the Term, shall be \$23,000. WSU will invoice the Port of PA for quarterly payments of \$5,750.

All other terms and conditions of the original agreement and any and all amendments thereto remain in full effect.

**IN WITNESS WHEREOF:**

**WASHINGTON STATE UNIVERSITY**

  
Digitally signed by Derek Brown,  
Authorized Official  
DN: cn=Derek Brown, Authorized Official,  
o=Washington State University, ou=Office  
of Research Support and Operations,  
email=orso@wsu.edu, c=US  
Date: 2017.12.19 11:13:00 -08'00'

**Dan Nordquist, AYP**  
Office of Research Operations and Support

Date: \_\_\_\_\_

**PORT OF PORT ANGELES, WA**



**Karen Goschen**  
Executive Director

Date: 1/10/18

## Addendum A

### Interagency Agreement - 2018 (ESTIMATED COSTS)

Name of SBDC Center: Port of Port Angeles

DESCRIPTION	CASH MATCH
<b>A. PERSONNEL (Salaries &amp; Wages)</b>	
<i>(Please complete page 2, Personnel List)</i>	
Center Director CBA	17,151
<b>Total Salaries and Wages</b>	<b>17,151</b>
<b>B. FRINGE BENEFITS (please indicate rate % below)</b>	
Full-time CBA staff      34.1 %	5,849
<b>Total Fringe Benefits</b>	<b>5,849</b>
<b>C. TRAVEL</b>	
<b>Total Travel</b>	<b>0</b>
<b>D. EQUIPMENT (items over \$5,000)</b>	
<b>Total Equipment</b>	<b>0</b>
<b>E. SUPPLIES</b>	
<b>Total Supplies</b>	<b>0</b>
<b>F. CONTRACTUAL</b>	
<b>Total Contractual</b>	<b>0</b>
<b>G. CONSULTANTS</b>	
<b>Total Consultants</b>	<b>0</b>
<b>H. OTHER</b>	
<b>Total Other</b>	<b>0</b>
<b>I. TOTAL DIRECT COST</b>	<b>23,000</b>
<b>J. INDIRECT COSTS</b>	
<b>K. TOTAL BUDGET</b>	<b>23,000</b>

**INTERAGENCY AGREEMENT**  
**Washington State University – Port of Port Angeles, WA**  
**OGRD #127689 ADDENDUM B**

**WHEREAS:** An Interagency Agreement was entered into on the 8th day of January 2018 between the Port of Port Angeles, and Washington State University through its Small Business Development Center (“WSU”) for the period commencing January 1, 2018 and terminating December 31, 2019.

**NOW THEREFORE:** Both parties desire to continue the collaboration and amend the Agreement to document 2018 stakeholder deliverables as follows:

**ARTICLE 1:** Continue to provide support to Port tenants as directed by Port staff.

2018 goals under this deliverable include:

- Working with Port staff to identify Port tenants or prospective Port tenants who might especially benefit from the services of WSU. Success will be measured by the documentation of follow contacts for each referral
- Upon request by the Port, perform a 3<sup>rd</sup> party review on prospective tenants or expansion with existing tenants with regard to
  - Viability of business (applications review)
  - Employment probabilities with regard to lease incentives or discounts
- WSU further agrees that services to Port tenants will be delivered in accordance with Certified Business Advisor Expectations for CY 2018.

**ARTICLE 2:** Connect the Port with WSU assets, including the Office of Commercialization, the WSBDC Research Team and similar appropriate resources to assist the Port in developing its lines of business in Engineered Timber Products, Marine Trades and Aviation Services.

2018 goals under this deliverable include:

- Meeting with Port staff on a quarterly basis to review Port strategic goals, challenges and opportunities for framing discussions with WSU assets
- Meet monthly with Port staff to follow up on matters raised at quarterly strategic meetings
- Scheduling meetings with Port leadership and the WSU Office of Commercialization team to review Port needs
- Framing secondary research requests to support Port needs in understanding markets for existing and prospective Port tenants

**ARTICLE 3:** Provide support to Port efforts to better understand workforce development needs of Port tenants.

2018 goals under this deliverable include

- Working with Port staff to develop and collect information for a short questionnaire on Port tenant workforce development needs to collect data to be summarized for use by the Clallam Economic Development Corporation, the Olympic Workforce Development Council, Peninsula College and Impact Washington to support their efforts to develop recruitment and training programs.


All other terms and conditions of the original agreement and any and all amendments thereto remain in full effect.

**IN WITNESS WHEREOF:**

**WASHINGTON STATE UNIVERSITY**

**PORT OF PORT ANGELES, WA**

\_\_\_\_\_  
Dan Nordquist, AVP  
Office of Research Operations and Support  
Date: \_\_\_\_\_

  
\_\_\_\_\_  
Karen Goschen  
Executive Director  
Date: 1/10/18

**INTERAGENCY AGREEMENT**  
**Washington State University – Port of Port Angeles**

THIS INTERAGENCY AGREEMENT (the “Agreement”) is entered into this date by and between the Port of Port Angeles, a Washington municipal corporation (the “Port”), and Washington State University, an institution of higher education and an agency of the state of Washington, through its Small Business Development Center (“WSU”), sometimes collectively referred to as the “Parties” or individually as a “Party.”

**RECITALS**

- A. The Port wishes to contract with WSU to provide a portion of the local matching dollars to the federal funding in order to assure “direct assistance” services are available to address business retention and expansion and business start-ups in the service territory served by this SBDC center.
- B. WSU desires to contract with the Port to provide the services of the SBDC program functions on behalf of the Port.

**AGREEMENT**

In consideration of the foregoing Recitals, which are incorporated herein by this reference, and the following, the Parties agree as set forth below.

1. **General Responsibilities.**

- A. WSU agrees to provide direct technical assistance and market driven training to Port tenants, existing businesses, entrepreneurs, and start-up businesses in Clallam County.
- B. WSU agrees to provide specific services to or for the Port as outlined in **Addendum B**
- C. WSU further agrees that services to Port tenants will be delivered in accordance with Certified Business Advisor Expectations for CY 2018.
- D. The Port will provide in-kind match in the form of office space under the terms of the lease agreement between the Port and WSU. The in-kind match value is \$7000 per year.

E. WSU shall provide a summary report of activities and outcomes to the Port Commission each quarter, as determined by the Port's Executive Director.

2. **Term of Performance.**

This Agreement shall be effective from January 1, 2018 through December 31, 2018 (the "Term"); provided, however, that either the Port or WSU may terminate the Agreement, in whole or part, with or without cause upon thirty (30) calendar days advance written notice of such termination, stating the date of termination. In such case, WSU shall be entitled to compensation through the date specified in the notice of termination.

3. **Reporting.**

Reporting in Compliance with the Small Business Act. All reports will be prepared in compliance with the Small Business Act, 15 U.S.C. 631 *et seq.*, and the Standard Operating Procedures of the Small Business Administration and SBDC, including but not limited to SOP 40 03 3 (the procedures and guidelines for Disclosure of Information). Therefore, requests for personal information or other client information may be denied unless the Port or the SBDC has the written permission of the individual to release the information or unless the information is subject to disclosure under the Freedom of Information Act or other applicable laws or regulations.

4. **Payment.**

In addition to the in-kind match described in Section 1(D) above, the Port will pay WSU \$23,000 as shown in the "Budget" in **Addendum A** attached hereto and incorporated herein, for performance of all related services and expenses incurred during the Term, unless the Agreement is terminated prior to the end of the Term. WSU will invoice the Port for quarterly payments of \$5,750.

5. **Contract Managers.**

Authorized representatives under this Agreement responsible for monitoring the performance and for approving the invoicing/payment of billings are:

**For Port of Port Angeles Contract Administration:**

Executive Director  
338 W First Street  
PO Box 1350  
Port Angeles, WA 98362  
360-457-8527

Invoicing and Payments:

Diane Barth  
Accounting Manager

338 W First Street,  
Port Angeles, WA 98362  
360-417-3449

**For WSU, services and reporting will be provided by:**

Kevin Hault, Certified Business Advisor  
338 W First Street, Suite 104-B  
Port Angeles, WA 98362  
360-865-4938

**Services and Reporting Administration for WSU will be:**

Duane Fladland, State Director  
Washington State University SBDC  
1235 N Post, Suite 201  
Spokane, WA 99201  
509-358-7767

**Contract Administration for WSU will be:**

Dan Nordquist, AVP  
WSU Office of Research Support & Operations  
PO Box 641060  
Pullman, WA 99164-1060  
509-335-9661

**Invoicing and receipt of payments for WSU will be:**

Kim Small, Director  
WSU Sponsored Programs Services  
PO Box 641025  
Pullman, WA 99164-1025  
509-335-2058

**6. Records.**

All records, books, documents, correspondence and other materials maintained, prepared or issued by WSU in the performance of this Agreement shall be the property of WSU. All client records shall be held in strict confidentiality and will not be released without written consent of the client unless it is required to be disclosed under operation of law. The WSU program requires that client files are retained for three years then are destroyed. Unless the Port directs otherwise, WSU shall have responsibility for retention of those records and the Port shall have full access to all WSU generated reports and



records related to this agreement within reasonable times, to inspect, review or audit those records by personnel duly authorized by the Port, the Office of the State Auditor, and federal officials so authorized by law, rule, regulation or contract. The Port shall be permitted to make excerpts or transcripts from non-confidential records. WSU shall retain all documents, papers, records, and other materials pertaining to the performance of this Agreement for six (6) years from the date of termination of this Agreement to facilitate any audits or inspections. If any litigation, claim or audit is commenced, the records, along with supporting documentation, shall be retained until all litigation, claim, or audit findings have been resolved even though such litigation, claim, or audit continues past the six (6) year retention period.

7. **Termination.**

- A. **For Cause:** Either Party may terminate this Agreement for cause. “For cause” shall mean the material default of either Party in fulfilling any of the terms of this Agreement. Written notice of the default shall be provided by the non-defaulting Party, after receipt of which, the defaulting Party shall have thirty (30) days to cure such default. If the default is not cured, the non-defaulting Party may thereafter elect to terminate this Agreement upon written notice to the defaulting Party, such termination to be effective on the date of such written notice.
- B. **For Convenience:** Either Party may terminate this Agreement for any reason upon not less than thirty (30) days prior written notice to the other Party, and the Parties shall be liable only for obligations incurred up to the date of such termination.
- C. **For Change In Funding:** In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in a manner that materially affects WSU’s ability to perform under this Agreement, WSU may terminate this Agreement upon fifteen (15) days’ written notice, subject to renegotiation under those new funding limitations and conditions.

8. **Dispute Resolution.**

Except as otherwise provided in this Agreement, when a dispute arises between the Parties and it cannot be resolved by direct negotiation, any party may request a dispute resolution panel (DRP). A request for a DRP must be in writing, state the disputed issue(s), state the relative positions of the Parties and be sent to the Parties. Parties must provide a response within thirty (30) days unless the Parties mutually agree to an extension of time. Each party shall designate a representative. The representatives shall mutually select an additional member. The DRP shall evaluate the facts, Agreement terms, and applicable statutes and rules and make a determination by majority vote. The decision is binding on the Parties.



9. **Amendments.**

This Agreement may be 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' **Contract Managers**

10. **Entire Agreement.**

This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements or understandings between the Parties with respect thereto.

11. **Applicable Law and Venue.**

This Agreement will be interpreted in accordance with the laws of the state of Washington. The venue of any action hereunder shall be Clallam County, Washington.

12. **Severability.**

It is intended that each paragraph of this Agreement shall be viewed as separate and divisible and if any paragraph is held to be invalid, the remaining paragraphs shall continue in full force and effect.

13. **Corporate Authority; Binding 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.

14. **BINDING 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.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date set forth herein by their duly authorized representatives

Dated: \_\_\_\_\_

PORT OF PORT ANGELES

By: \_\_\_\_\_

\_\_\_\_\_  
EXECUTIVE DIRECTOR

Dated: \_\_\_\_\_

WASHINGTON STATE UNIVERSITY

By: \_\_\_\_\_

DAN NORDQUIST  
AVP, ORSO