**INTERAGENCY**

**AGREEMENT**

**BETWEEN**

 **TACOMA COMMUNITY COLLEGE**

**AND**

-----------------------------------------------------------

THIS AGREEMENT is made and entered into by and between TACOMA COMMUNITY COLLEGE, hereinafter referred to as TCC \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereinafter referred to as Contractor.

IT IS THE PURPOSE OF THIS AGREEMENT TO provide a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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IT IS, THEREFORE, MUTUALLY AGREED THAT:

STATEMENT OF WORK

The Contractor shall furnish the necessary personnel and services and otherwise do all things necessary for or incidental to the performance of the work set forth in Exhibit " A" attached hereto and incorporated herein. Unless otherwise specified, the contractor shall be responsible for performing all fiscal and program responsibilities as set forth in Exhibit " A. "

PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this agreement shall commence on, \_\_\_\_\_\_\_\_\_\_ and be completed on \_\_\_\_\_\_\_\_\_\_\_\_ unless terminated sooner as provided herein.

IN CONSIDERATION WHEREOF:

TCC shall pay to the Contractor not to exceed $\_\_\_\_\_\_\_\_\_\_, for those services provided herein and in accordance with the budget, Exhibit A, attached hereto and incorporated herein.

BILLING PROCEDURE

TCC will reimburse the contractor upon receipt of properly executed vouchers. Claims for payment submitted by contractor to TCC for costs due and payable under this agreement that were incurred prior to the expiration date shall be paid by TCC if received by TCC within 60 days after the expiration date.

NON -DISCRIMINATION

In the performance of this agreement, the contractor shall comply with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC 200d), Section 504 of the Rehabilitation Act of 1973 (29 USC 794) and Chapter 49.60 RCW, as now or hereafter amended. The contractor shall not discriminate on the grounds of race, color, national origin, sex, religion, marital status, age, creed, Vietnam-Era and Disabled Veterans status, or the presence of any sensory, mental, or physical handicap in:

a) Any terms or conditions of employment to include taking affirmative action
 necessary to accomplish the objectives of this part; and

 b) Denying an individual the opportunity to participate in any program
 provided by this agreement through the provision of services, or otherwise
 afforded others.

In the event of Contractor non-compliance or refusal to comply with the above provisions, this agreement may be rescinded, canceled, or terminated in whole or in part, and the Contractor declared ineligible for further agreement with TCC. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth therein.

RECORDS MAINTENANCE

The Contractor and TCC 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. The Contractor will retain all books, records, documents, and other material relevant to this agreement for five years 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.

CONTRACT MANAGEMENT

The work described herein shall be performed under the coordination of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_of TCC and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of Contractor or their successors, who will provide assistance and guidance to the other party necessary for the performance of this agreement.

INDEMNIFICATION

Each party shall defend, protect and hold harmless the other party from and against all claims, suits and/ or actions arising from any negligent or intentional act or omission of that party's employees, agents and/or authorized subcontractor(s) while performing this contract.

AGREEMENT ALTERATIONS AND AMENDMENTS

TCC and the Contractor may mutually amend this agreement. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind the Contractor and TCC.

TERMINATION

Except as otherwise provided in this agreement, either party may terminate this agreement upon 30 days written notification. If this agreement is so terminated, the terminating party shall be liable only for performance in accordance with the terms of this agreement for performance rendered prior to the effective date of termination

SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this contract and prior to normal completion, the department may terminate the contract under the Termination” clause, subject to renegotiating under those new funding limitations and conditions.

DISPUTES

All disputes regarding the performance of this agreement shall be mediated by a three (3) person panel comprised of one (1) person chosen by TCC, one (1) person chosen by Contractor, and one (1) person mutually agreed by both TCC and Contractor.

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 hereto.

IN WITNESS WHEREOF, parties have executed this agreement.

CONTRACTOR TACOMA COMMUNITY COLLEGE

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

                                               BUDGET MANGER PRINTED NAME

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ BUDGET MANAGER SIGNATURE

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_/\_\_\_/\_\_\_\_ BUDGET NUMBER TO BE CHARGED

Date

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Lon Whitaker

 Tacoma Community College

 Vice President, Administrative Services