INTERLOCAL AGREEMENT FOR
COMPUTER LAB AND INSTRUCTOR
BETWEEN
PUBLIC UTILITY DISTRICT NO. 1 OF CHELAN COUNTY
AND
WENATCHEE VALLEY COLLEGE

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into between PUBLIC UTILITY
DISTRICT NO. 1 OF CHELAN COUNTY ("District") and WENATCHEE VALLEY
COLLEGE ("College"), both of which are sometimes collectively referred to as the "Parties."

RECITALS

A. The District is a Washington municipal corporation which produces and
distributes electric energy and has a need for skilled, trained workforce.

B. The College is a community college that provides educational and training
opportunities to the public.

C. The District and College have the authority to contract for their mutual benefit
under the provisions of the Washington Interlocal Cooperation Act, RCW 39.34.

D. The College occupies space in the Confluence Technology Center and has created
a fully equipped computer lab with all standard instructional software and
equipment. It is in the College’s best interest to lease out this equipment as often
as practical to maximize the return on their investment. Additionally, the College
has qualified trainers to provide training within these facilities.

E. The District has a need to provide computer training for their staff on an ongoing
basis. The District currently has a training facility in leased space which will be
vacated in the near future. In addition, the District has a training center space it
owns but would like to utilize that space for other purposes. The District has two
basic types of training needs. One is generic Microsoft software training and the
other is District specific software training. In the case of the Microsoft training,
the District has requested the College to provide the trainer on an as-needed basis.
In the case of the specific software training, the District has requested the College
to make the training facilities available and the ability to securely connect the
hardware to the District’s internal software programs.

TERMS

In consideration of the foregoing Recitals, which are incorporated herein by this reference, the
Parties agree to the following:
1. **Purpose and Scope.**

   a) The College shall provide, at the Confluence Technology Center, a computer lab with all standard instructional software and equipment on an as-needed basis. Some classes will require connection from the classroom computer into the District network which will be accomplished by the District IT Department. Classrooms will be available for booking between 7am and 5pm. The College will provide technical support during normal business hours and the costs of that support is included in the hourly charge. Technical support outside normal business hours will be provided at the actual cost of the support provided including any overtime expenses incurred by the College. Full-day rentals will include up to two hours of installation services for each day of rental. Food services can also be provided but these will be negotiated based on the standards charged to others at the time that the services are received.

   b) The College will provide instructors for the Microsoft training. The individual instructors will be approved by the District in advance.

   c) Computer lab equipment will be maintained and updated as necessary, by the College, to remain current with the industry standards. Except for repair, maintenance and replacement necessitated by misuse or negligence by the District, the College will repair, replace and maintain the equipment and any subsequent equipment.

   d) The District will schedule the computer lab on a monthly basis in advance. Any cancellations will be made at least seven days in advance otherwise the District will be responsible to the College for preparation and personnel expenses actually incurred.

   e) Scheduling or canceling of classes and facility rentals must be directed to Wenatchee Valley College Community and Professional Development Department at Confluence Technology Center, phone number 509-682-6900. The District’s primary point of contact for requesting classes, approving instructors and fees for training services is Janelle Schmutzler.

2. **Duration, Termination and Amendment.** Subject to each Party’s right to terminate herein, the term of this Agreement shall be as follows:

   a) **Duration.** The duration of this agreement shall be three years beginning on May 1, 2005 and terminating April 30, 2008.

   b) **Termination.** Each Party retains the right to terminate this Agreement upon sixty (60) days notice. No termination of this Agreement shall release the Parties from any liability or obligation with respect to any matter occurring prior to such termination.

   c) **Amendment.** This Agreement may not be altered or amended unless such amendment is reduced to writing, mutually agreed upon and signed by authorized personnel of both Parties.

3. **Payment by District.** In consideration of the College’s performance of the services as described above, the District shall pay the College as billed which shall occur no more often than monthly per the following:
a) $16 per hour for the use of the computer lab, based on an estimated 800 hours of facility rental time per year. This rate will be annually reviewed and may be adjusted, by mutual agreement, to reflect the percentage changes in the rent and utilities paid by the College for CTC space. In the event rental hours change by more than 25 percent the College and PUD will re negotiate a rental rate.

b) A mutually agreed upon fee for the instructor which is to be negotiated for each instructor in advance of training. If the College retains an outside instructor, the College shall charge the actual cost for the instructor plus a 5% administrative fee.

4. **Billing.** A full and complete invoice shall be rendered, in writing, by the College to the District. The District shall provide payment no later than 30 days after receipt of a valid invoice.

5. **Independent Contractors.** The District and College are independent contractors with respect to all activities associated with this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee or partnership between the Parties.

6. **Representatives/Administration.** The following persons shall be deemed the administrators of this Agreement:

   a) The District’s Facilities Director or designee shall be the Administrator of this Agreement for the District.

   b) The Vice President of Administrative Services shall be the Administrator of this Agreement for the College.

7. **Notices.** Except as may otherwise be provided herein, any notices, except services of process and notice of emergency which may be given personally, telephonically, by email or facsimile, shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the following addresses. Notices mailed shall be deemed given on the date of mailing. The Parties shall notify each other in writing or any change of address.

   Wenatchee Valley College  
   Attn: Vice President of Administrative Services  
   1300 Fifth Street  
   Wenatchee, WA 98801

   Public Utility District No. 1 of Chelan County  
   Attention: Facilities Director  
   P.O. Box 1231  
   327 N. Wenatchee Avenue  
   Wenatchee, WA 98807

8. **Filing.** The Administrators shall, in compliance with RCW 39.34, upon execution of this Agreement have it filed with the Auditors of Chelan County.
9. **Indemnification/Consequential Damage Limitation.** The District and College each agree to be responsible and assume liability for their own wrongdoing and/or negligent acts or omissions, or those of their officers, agents or employees to the fullest extent required by law, and further agree to save, indemnify, defend and hold the other party harmless from any such liability. In the case of negligence of more than one party, any damages allowed shall be levied in proportion to the percentage of negligence attributable to each party.

Notwithstanding any other provision of this Agreement, neither the College or the District shall be liable for any consequential, incidental, indirect, liquidated, or special damages or lost revenue or lost profits arising out of this Agreement or the performance or nonperformance of any provision of this Agreement.

10. **Attorney's Fees.** In the event it is necessary for either Party to utilize the services of an attorney to enforce any of the terms of this Agreement, such enforcing Party shall be entitled to compensation for its reasonable attorneys' fees and costs. In the event of litigation regarding any of the terms of this Agreement, the substantially prevailing Party shall be entitled, in addition to other relief, to such reasonable attorneys' fees and costs as determined by the court.


12. **Entire Agreement.** This instrument embodies the entire Agreement of the Parties. There are no promises, terms, conditions or obligation other than those contained herein. This Agreement shall supersede all previous communications, representations or agreements either verbal or written, between the Parties hereto.

13. **Authority of Signator.** The signatories to this Agreement confirm and warrant they are authorized to execute this Agreement and bind their principals to all the terms and conditions.

EXECUTED this 7th day of April, 2005.

WENATCHEE VALLEY COLLEGE

PUBLIC UTILITY DISTRICT NO. 1 OF CHELAN COUNTY

By: [Signature]
Name: Dale Johnson
Title: Vice President of Administrative Services

By: [Signature]
Name: Charles Hoshen
Title: Director of Parks, Facilities and Real Estate

GENERAL MANAGER