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

SA NO. 08-090

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 (CTC) 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 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 software 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 CTC, 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 use between 7:00 a.m. and 5:00 p.m. The College will provide technical support during normal business hours, Monday through Friday from 7:00 a.m. to 5:00 p.m. The costs of the College's technical 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 rental of the facility will include the College providing up to two hours of installation services for each day of rental.

   b) The College will provide instructors and training materials for the Microsoft software training. The individual instructors and the training materials 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 classes in the computer lab 30 calendar days in advance of the class. If special circumstances arise for which shorter notice is necessary, District will contact College to see if accommodation is possible.

   e) Cancellations will be made at least seven business days in advance of the class start date. In the event the District does not provide seven business days notice, the District will be responsible to pay the College for actual preparation and personnel expenses incurred. The College shall submit the necessary documentation as requested by the District to verify the actual costs incurred.
f) Scheduling or canceling of classes and facility rentals must be directed to the Operations Manager for Continuing Education at the CTC, phone number 509-682-6900. The District’s primary point of contact for requesting classes, approving instructors, fees for training services and facility rental is the Office Services Administrator.

2. **Duration, Termination and Amendment.** Subject to each Party’s right to terminate herein, the term of this Agreement shall be as follows:
   a) The Agreement shall become effective upon execution by both Parties. It shall remain in effect until such time as it is terminated by either Party giving the other not less than sixty (60) calendar days prior written notice of termination. No termination of this Agreement shall release the Parties from any liability or obligation with respect to any matter occurring prior to such termination.

3. **Payment by District.** The District will pay the College upon receipt of a correct written invoice to the District.
   a) All correspondence and invoices should be plainly marked with the SA number referenced above. Invoices may be delivered or mailed to Public Utility District No. 1 of Chelan County, 327 N. Wenatchee Ave., P. O. Box 1231, Wenatchee, WA 98807. College shall bill the District with net payment due thirty (30) days from the date that the correct invoice is received by the District.
   b) A rate schedule is attached as Exhibit A. The same may be modified only in writing executed by both Parties.
   c) If College fails to provide services which satisfy the College’s obligations hereunder, District shall have the right to withhold any and all payments due hereunder. District may withhold any and all such payments due hereunder to College, without work stoppage, until such failure to perform is cured.

4. **Independent Contractors/Relationship of Parties.** 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.

5. **Representatives/Administration.** The following persons shall be deemed the administrators of this Agreement:
a) The District’s Director of Shared Services 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.

6. **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: General Counsel
   PO Box 1231
   327 N. Wenatchee Avenue
   Wenatchee, WA 98807

7. **Filing.** The Administrators shall, in compliance with RCW 39.34, upon execution of this Agreement have it filed with the Auditors of Chelan County or, alternatively, listed by subject on a public agency’s web site.

8. **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.
9. **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 the other relief, to such reasonable attorneys’ fees and costs as determined by the court.


11. **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.

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

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates below.

WENATCHEE VALLEY COLLEGE                                      PUBLIC UTILITY DISTRICT NO. 1 OF

By: [Signature]                                                By: [Signature]
Name: Surie Benson                                            Name: Wayne Wright
Title: V.P. Administrative Services                          Title: Executive Manager, District Services

Dated: 5-28-08                                                Dated: 6-18-08
EXHIBIT A – RATE SCHEDULE

SA No. 08-090

FACILITY RENTAL FEE: $20 per hour for the use of the computer lab, based on an estimated 800 hours of facility rental time per year. The number of hours indicated is an estimate. The District will pay the College based on the actual number of hours used. This rate will be fixed for three years. The rate may be renewed or adjusted after that time, by mutual agreement, to reflect the percentage changes in the rent and utilities paid by the College for the same space the College occupied at the CTC as of the effective date of this Agreement.

INSTRUCTOR/TRAINING MATERIALS: A mutually agreed upon fee for the Microsoft software instructor and training materials will be negotiated in advance of each training session. If the College retains an outside instructor, the College shall charge the actual cost for the instructor and training materials plus a 5% administrative fee. The District shall not make payment direct to instructors retained by the College. The District reserves the right to provide training materials for classes.

RATE INCREASE: Fees for the instructors and training materials will not increase annually by more than 5%.