

**INTERAGENCY AGREEMENT
BETWEEN
BELLINGHAM TECHNICAL COLLEGE
AND
SEATTLE COLLEGES**

THIS AGREEMENT is made and entered into by and between Bellingham Technical College, hereinafter referred to as "BTC", and Seattle Colleges, hereinafter referred to as "SC", pursuant to the authority granted by Chapter 39.34 RCW.

PURPOSE

The Parties wish to enter into an agreement where BTC will offer a Power BI class and enroll Seattle Colleges' Job Skills Program (JSP) students into the course for a one-time purpose to meet the requirements of Seattle Colleges' JSP.

THEREFORE, IT IS MUTUALLY AGREED THAT:

1. Bellingham Technical College Responsibilities:

- a. Hold a PowerBI class as a private class, taught for Seattle College's JSP client;
- b. Class will be taught synchronously, online on June 23 and June 30, 2025;
- c. Send all relevant course communication to students as a Zoom link, class materials, or other information from the instructor;
- d. Receive a complete roster of SC students 3 days prior to the first day of the first class;
- e. Generate and send an invoice (to be paid in 30 calendar days from receipt) prior to June 13, 2025.

2. Seattle College Responsibilities:

- a. Send a complete roster to BTC 3 days prior to the first day of class;
- b. Pay all invoices within 30 calendar days of receipt.

PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on May 1, 2025, and be completed on June 30, 2025, unless terminated sooner or extended, as provided herein.

PAYMENT

Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34.130. The amount of this agreement is \$2,575.00 (includes a 3% credit card transaction fee).

BILLING PROCEDURE

BTC shall submit the invoice before June 16, 2025. Payment to BTC prior to the delivery of the class has been approved by SC and BTC and will be made by credit card by SC prior to June 30, 2025. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 30 calendar days after the expiration date or the end of the fiscal year, whichever is earlier.

AGREEMENT CHANGES, MODIFICATIONS AND AMENDMENTS

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

ASSIGNMENT

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

CONTRACT MANAGEMENT

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

The Program Manager for BTC is *Anya Milton, 3028 Lindbergh Ave Bellingham, WA 98225, 360.752.8472, amilton@btc.edu*.

The Program Manager for SC is *Liz Strongman, 6737 Corson Ave S, Seattle, WA 98108, 206.934.6853, liz.strongman@seattlecolleges.edu*.

DISALLOWED COSTS

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

GOVERNING LAW AND VENUE

This agreement shall be governed by, construed and interpreted in accordance with the laws of the State of Washington, without regard to conflict of law principles, and each of the parties to this agreement hereby submits to the exclusive jurisdiction of the Superior Court for Whatcom County in the State of Washington in relation to the determination of any disputes connected with this Agreement.

Any conflict or inconsistency in this Agreement and its amendments will be resolved by giving the documents precedence in the following order:

- a. This Agreement;
- b. Amendments to this Agreement in reverse chronological order with more recent amendments controlling over earlier amendments.

INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

RECORDS MAINTENANCE

The parties to this Agreement 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. All books, records, documents, and other material relevant to this Agreement will be retained for six 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.

This agreement is subject to Public Records Act RCW 42.56 and Washington State retention schedule requirements.

Records and other documents, in any medium, furnished by one party to this agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third party without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

Each party will notify the other parties as soon as practicable of a breach resulting in an actual or reasonably suspected theft, loss, or unauthorized disclosure of student educational records pursuant to the activities of this Agreement.

RIGHTS IN DATA

Unless otherwise provided, data which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by BTC. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books magazines, surveys, studies, computer programs, films, tapes and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

SEVERABILITY

If any provision of this Agreement, or of any other agreement, document, or writing pursuant to or in connection with the Agreement, shall be held wholly or partially invalid or unenforceable under applicable laws, said provision will be ineffective to that extent only, without in any way affecting the remaining provisions or provisions of said agreement.

TERMINATION

Either party may terminate this Agreement upon 15 calendar days' prior written notification to the other party. If this Agreement is so terminated, the parties 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.

TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The party responsible will be given the opportunity to correct the violation or failure within 15 business days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

NONDISCRIMINATION

There will be no discrimination against any participant covered under the Agreement because of race, color, religion, national origin, sex (including pregnancy and parenting status), disability, age, veteran status, sexual orientation, gender identity or expression, marital status or genetic information in programs or activities including employment, admissions, and educational programs.

Nondiscrimination Requirement. During the term of this Contract, the Contractor, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, the Contractor, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which the Contractor, or subcontractor, has a collective bargaining or other agreement.

WAIVER

Neither the waiver by any of the parties hereto of a breach of or a default under any of the provisions of this Agreement, or the failure of either of the parties, on one or more occasions, to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder, will thereafter be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder.

(continued next page)

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties, and supersedes all prior oral or written agreements, commitments, or understandings concerning the matters provided for herein.

IN WITNESS WHEREOF, the parties have executed this Agreement.

Bellingham Technical College

3028 Lindbergh Ave.

Bellingham, WA 98225

Chad Stiteler

Chad Stiteler (May 20, 2025 11:12 PDT)

Chad Stiteler

Date

VP, Administrative Services

Seattle Colleges

6737 Corson Ave S

Seattle, WA 98108

Lisa Gacer

Lisa Gacer (May 20, 2025 11:13 PDT)

Lisa Gacer

Date

Senior Buyer










Interagency Agreement No. C5202

Final Audit Report

2025-05-20

Created:	2025-05-20
By:	Lisa Gacer (lisa.gacer@seattlecolleges.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAAMpVMI_IsnXgrLSjOY6ie6ziYXewB8Dik

"Interagency Agreement No. C5202" History

-  Document created by Lisa Gacer (lisa.gacer@seattlecolleges.edu)
2025-05-20 - 3:28:52 PM GMT- IP address: 168.156.84.198
-  Document emailed to cstiteler@btc.edu for signature
2025-05-20 - 3:56:23 PM GMT
-  Email viewed by cstiteler@btc.edu
2025-05-20 - 5:02:00 PM GMT- IP address: 134.39.250.6
-  Signer cstiteler@btc.edu entered name at signing as Chad Stiteler
2025-05-20 - 6:12:02 PM GMT- IP address: 134.39.250.6
-  Document e-signed by Chad Stiteler (cstiteler@btc.edu)
Signature Date: 2025-05-20 - 6:12:04 PM GMT - Time Source: server- IP address: 134.39.250.6
-  Document emailed to Lisa Gacer (lisa.gacer@seattlecolleges.edu) for signature
2025-05-20 - 6:12:05 PM GMT
-  Email viewed by Lisa Gacer (lisa.gacer@seattlecolleges.edu)
2025-05-20 - 6:12:41 PM GMT- IP address: 104.47.73.254
-  Document e-signed by Lisa Gacer (lisa.gacer@seattlecolleges.edu)
Signature Date: 2025-05-20 - 6:13:01 PM GMT - Time Source: server- IP address: 168.156.84.198
-  Agreement completed.
2025-05-20 - 6:13:01 PM GMT

