INTERLOCAL AGREEMENT
BETWEEN
CENTRAL WASHINGTON UNIVERSITY
AND
KITTITAS COUNTY

THIS INTERLOCAL AGREEMENT is made and entered into by and between CENTRAL WASHINGTON UNIVERSITY ("CWU") and KITTITAS COUNTY ("County").

The purpose of this Agreement is to promote the mutual interests of CWU and the County in benefiting from and providing support for the programs and activities of the Central Washington Resource Energy Collaborative ("CWREC"), an Innovation Partnership Zone ("IPZ") designated as such by the Washington Department of Commerce under RCW 43.330.270.

WHEREAS, an IPZ designated under RCW 43.330.270 must have the support of a local jurisdiction and a research and/or educational institution operating within the boundaries of the partnership zone, as well as an Associate Development Organization ("ADO") acting as Zone Administrator; and

WHEREAS, CWU, acting in its own interests and in collaboration with its Central Washington University Research Foundation ("CWURF") as a research and/or educational institution under RCW 43.330.270, desires to participate in and provide support for the programs and activities of CWREC; and

WHEREAS, the County, acting as the local jurisdiction under RCW 43.330.270 and in collaboration with the Kittitas County Chamber of Commerce ("Chamber"), has provided ADO designation and funding through the Department of Commerce for the Chamber to act as the CWREC Zone Administrator, and the County and Chamber further desire to secure the collaboration of CWU and/or CWURF in supporting the programs and activities of CWREC;

NOW, THEREFORE, the parties to this Agreement, pursuant to Chapter 39.34 of the Revised Code of Washington, and in consideration of their mutual undertakings and the mutual benefits expected to flow from their collaboration in support of CWREC's programs and activities, hereby agree to the following terms:

1. CWU Obligations.

1.1 CWU will encourage its administrative and faculty personnel to identify, develop, and coordinate with CWREC in providing internship opportunities for undergraduate and graduate students in connection with and in support of CWREC's programs and activities.

1.2 CWU will encourage its administrative and faculty personnel to collaborate with the County, Chamber, and/or CWREC, as appropriate, in developing, implementing, or coordinating educational and/or workforce training programs in connection with and in support of CWREC's programs and activities.

1.3 CWU, or CWU in collaboration with CWURF, will encourage CWU and/or CWURF administrative and faculty personnel to engage in research project development, commercially valuable research, and prototype incubation activities in connection with CWREC's programs and activities.

1.4 Upon request, and to the extent permitted by law, CWU, or CWU in collaboration with CWURF, will assist in identifying and securing funding sources for CWREC's programs and activities, provided that such assistance does not conflict with the independent research funding interests of CWU and/or CWURF.

1.5 CWU, or CWU in collaboration with CWURF, will encourage CWU and/or CWURF administrative and faculty personnel to assist in coordinating the research and research-related activities of CWREC and CWURF, and will assist in coordinating with other research organizations as appropriate, provided that such assistance does not conflict with the independent research interests of CWU and/or CWURF.

1.6 CWU, or CWU in collaboration with CWURF, will encourage CWU and/or CWURF administrative and faculty personnel to assist in developing or evaluating research proposals relating to CWREC's activities and may also undertake the management and oversight of specific CWREC research projects as may from time to time be agreed to in a separate research project management agreement entered into by CWU/CWURF and the appropriate research partner(s).

2. County Obligations.

2.1 The County will provide ADO designation and funding, as available, through the Department of Commerce in support of CWREC's programs and activities.

2.2 The County, or the County in collaboration with CWREC and its Zone Administrator, will assist CWU, or CWU in collaboration with CWURF, in identifying and promoting such research, educational, or training opportunities as may appropriately be undertaken as the independent or collaborative initiatives of CWU, CWURF, and/or CWREC.

2.3 The County, or the County in collaboration with CWREC, will encourage CWREC's utilization of the existing capacity, resources, and expertise of CWU and/or CWURF with respect to the evaluation, development, and management of specific research or research-related projects.

3. Term of Agreement. The term of this Agreement shall commence upon the date of signing and shall terminate on December 31, 2012, unless terminated sooner as provided herein, and may be extended by mutual written agreement.

4. Project Coordinators. The Project Coordinators for each of the parties shall be responsible for and shall be the contact persons for all communications regarding the performance of this Agreement.

The Project Coordinator for Central Washington University is: Wayne Quirk, President, CWURF, 400 E. University Way, Ellensburg (509) 963-3100.

The Project Coordinator for Kittitas County is: Paul Jewell, Commissioner, Kittitas County 205 West 5th Ave. Ste. 108, Ellensburg (509) 962-7508

5. **Notices.** All notices, including but not limited to demands, requests, consents, and approvals, that may or are required to be given hereunder shall be in writing and directed to the Project Coordinators of the respective parties. Such notices may be delivered personally, by facsimile or electronic transmission, or by U.S. mail.

6. **Additional Acts.** The County and CWU agree to perform, execute and/or deliver, or to cause to be performed, executed and/or delivered, such further acts, agreements, or assurances as the parties may mutually agree are reasonably required to effect the purposes of this Agreement.

7. **Amendment.** This Agreement may be modified or amended by mutual agreement of the parties. Such modifications or amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

8. **Records Maintenance.** The parties shall each be responsible for maintaining such records as will sufficiently and properly reflect each party's performance of the terms hereof. Such records shall be retained in accordance with applicable public records retention schedules and shall be subject to inspection, review, or audit by authorized personnel of either party and by state auditors or other governmental officials authorized by law. Records furnished by a party to the other party shall remain the property of the furnishing party, unless otherwise agreed. The receiving party shall not disclose such records to any third parties without first providing reasonable notice to the furnishing party.

9. **Independent Capacity.** The County and CWU are independent governmental authorities. The officials, employees, or agents of each party who are engaged in the performance of this Agreement shall continue to be officials, employees, or agents of that party and shall not be considered for any purpose to be officials, employees, or agents of the other party. Neither party, or its officials, employees, or agents, shall be liable for the acts or omissions of the other party or its officials, employees, or agents.

10. **Termination for Convenience.** Either party may terminate this Agreement without cause upon 30 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.

11. **Termination for Cause.** If for any cause, either party fails to 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 responsible party will be given the opportunity to correct the failure or violation within 15 working days. If the failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

12. Governing Law; Order of Precedence. This Agreement is entered into pursuant to and under the authority granted by applicable state and local laws and so shall be construed to conform to those laws. In the event of any inconsistency in the terms of this Agreement, or between its terms and any applicable statute, ordinance, or rule, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable state and local laws or rules; (b) obligations of the parties as set forth in Sections 1 and 2 hereof; and (c) any other provisions hereof, including any materials incorporated herein by reference.

13. Assignment. The undertakings provided for under this Agreement, and any claims arising hereunder, are 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.

14. Waiver. A failure by either party to exercise its rights hereunder shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights hereunder unless stated to be such in a writing signed by an authorized representative of the party.

15. Severability. If any provision of this Agreement, or of any document incorporated herein by reference, shall be held invalid, such invalidity shall not affect the other provisions hereof which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purposes of this Agreement, and to this end the provisions hereof are declared to be severable.

16. Entire Agreement. This Agreement contains all the terms and conditions agreed upon by the parties and shall supersede all their previous understandings and agreements. No other understandings, oral or otherwise, regarding the subject matter hereof shall be deemed to exist or to bind any of the parties hereto.

17. Recordation. The County, upon the execution of this Agreement, shall cause the Agreement to be recorded in the records of the Kittitas County Auditor.

IN WITNESS WHEREOF, the parties have executed this Interlocal Agreement as of the date shown on the face hereof.

CENTRAL WASHINGTON UNIVERSITY	**KITTITAS COUNTY**
By: _____	By: _____
Wayne Quirk, President	Paul Jewell, Chair
Central Washington University Research Foundation	Kittitas County Commission
Date: 6/14/11	Date: 6/14/2011

APPROVED AS TO FORM:
Alan Smith, Assistant Attorney General
February 7, 2011