

ORIGINAL

WSU Contract No. ~~15965~~

C16257

**INTERAGENCY AGREEMENT
BETWEEN
WASHINGTON STATE UNIVERSITY
AND
UNIVERSITY OF WASHINGTON
FOR PROVISION OF TELECOMMUNICATIONS SERVICES**

THIS INTERAGENCY AGREEMENT (the "Agreement") is by and between Washington State University, an institution of higher education and agency of the state of Washington (hereafter referred to as "WSU"), and University of Washington, an institution of higher education (hereafter referred to as "UW").

IT IS THE PURPOSE OF THIS AGREEMENT for UW to provide telephone service to WSU as a non-University tenant occupying UW space.

THEREFORE, the parties agree as follows:

I. STATEMENT OF WORK

Each party shall do all things necessary for and incidental to the performance of the duties set forth below.

A. Duties of UW:

1. UW will provide to WSU telephone services (including dial tone, equipment, long distance and voice mail) and Internet services (collectively, the "Services") in the Center for Urban Horticulture - Merrill Hall on the UW campus.

B. Duties of WSU:

1. Remit to UW within thirty (30) days of receipt of invoice the amounts due for the Services as set forth in Section 3 herein.
2. No deposits or advance payments shall be required of WSU under this Agreement.

II. PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall be for one (1) year, and shall commence on February 1, 2005, and be completed on January 31, 2006 (the "Term"), unless terminated sooner as provided herein.

III. PAYMENT

A) Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34.130. The parties have estimated that the annual cost of accomplishing the work will not exceed \$500.00. Payment for satisfactory performance of the work shall not exceed this amount unless the parties

mutually agree to a higher amount prior to the commencement of any work which will cause the maximum payment to be exceeded.

IV. BILLING PROCEDURES

UW shall submit an itemized invoice to WSU on a monthly basis. WSU shall pay UW for all approved and completed work by warrant or account transfer within thirty (30) days of invoicing. Penalties for late payments (defined as those paid beyond thirty (30) days after receipt of invoice) shall be assessed at one percent (1%) per month.

Invoices shall be submitted to:

Washington State University
Attn: Accounts Payable
Pullman, WA 99164-1025

V. 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 year 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.

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 parties 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.

VI. RIGHTS IN DATA

Unless otherwise provided, any data that originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by University. 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.

VII. 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.

VIII. MODIFICATION

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

IX. TERMINATION

Either party may terminate this Agreement 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. Under this section or the following section, if the parties choose to partially or completely terminate this Agreement, the parties shall either mutually agree how any property involved shall be disposed of. If they are unable to do so, they shall submit the dispute to the Dispute Panel provided for in Section XI.

X. 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 responsible party will be given the opportunity to correct the violation or failure within fifteen (15) working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other. See Section IX for the provisions for disposition of property upon the partial or complete termination of this Agreement.

XI. DISPUTES

In the event that a dispute arises under this Agreement that the parties can't resolve, they shall allow the dispute to be decided by a Dispute Panel in the following manner: Each party to this Agreement shall appoint one member to the Dispute Panel. The members so appointed shall jointly appoint an additional member to the Dispute Panel. The Dispute Panel shall review the facts, contract terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Panel shall be final and binding on the parties hereto. There shall be no charge to the parties for these services of the Dispute Panel.

As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

XII. GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order.

- A. applicable state and federal statutes and rules;
- B. statement of work; and
- C. any other provisions of the Agreement, including materials incorporated by reference.

XIII. ASSIGNMENT

The work to be provided under this Agreement, and any claim arising under this Agreement 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.

XIV. WAIVER

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

XV. SEVERABILITY

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

XVI. ENTIRE AGREEMENT

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.

XVII. CONTRACT ADMINISTRATION

A designated contract administrator for each of the parties shall administer this Agreement and be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The Contract Administrator for WSU is:

Name: Mary Hoffman

College or Department: WSU Extension

Address: PO Box 64-6241, Pullman, WA 99164-6241

Telephone: (509) 335-2993

Fax Number: (509) 335-2924

The Contract Administrator for UW is:

Name: Hassan Ghajar

College or Department: UW C&C Business and Finance

Address: 4518 University Way NE, Suite 201, Seattle, WA

Telephone: (206)-543-1997

Fax Number: (206) 543-3731

XVIII. SIGNATURES

The parties affirm they have designated the persons below to have signature authority for the parties. By their signatures on this Agreement, the parties agree to all of its terms and conditions.

WASHINGTON STATE UNIVERSITY ("WSU")

Recommended by:

By: Linda Kirk Fox by mt

Name: Linda Kirk Fox

Title: Dean/Director

Date: 7/25/05

Approved by:

By: Richard A. Heath

Name: _____

Title: Richard A. Heath
Associate Vice President
Washington State University

Date: 8/9/05

UNIVERSITY OF WASHINGTON ("UW")

Recommended by:

By: Suherm Sokmen

Name: SUHERM SOKMEN

Title: Assistant Dir.

Date: 9/1/2005

Approved by:

By: Michael Bryant

Name: MICHAEL BRYANT

Title: EXEC DIR

Date: 9/1/05

WSU CONTRACT # C016257

AMENDMENT NUMBER 1
TO AGREEMENT
BETWEEN
Washington State University Extension
AND
University of Washington
FOR
Provision of Telecommunications Services

This amendment is issued for the following purposes:

1. To extend the period of agreement through January 31, 2008.
2. WSU will provide additional support for period of February 1, 2008 through January 31, 2008 not to exceed \$2,000.00.
3. That all other terms and conditions remain unchanged.

WASHINGTON STATE UNIVERSITY
Recommended by:

University of Washington
Approved by:

John Winder 10/24/06
John Winder Date
Associate Dean & Associate Director
WSU Extension

12/05/2006
Date

Approved by:

Danette Kriehn 11/9/06
Danette Kriehn Date
Contracts Manager lent
BUSINESS AFFAIRS

Barb Holder

Atn: Barb Holder

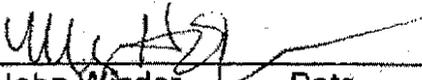
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AMENDMENT NUMBER 2
TO AGREEMENT
BETWEEN
Washington State University Extension
AND
University of Washington
FOR
Provision of Telecommunications Services

This amendment is issued for the following purposes:

1. To extend the period of agreement through January 31, 2009.
2. WSU will provide additional support for period of February 1, 2007 through January 31, 2009 not to exceed \$2,000.00.
3. That all other terms and conditions remain unchanged.

WASHINGTON STATE UNIVERSITY
Recommended by:



John Winder Date
Associate Dean & Associate Director
WSU Extension

Approved by:

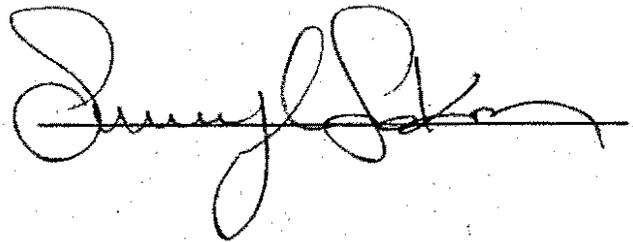


Richard A. Heath Date
Sr. Associate Vice President t
Washington State University

University of Washington
Approved by:



02/27/2008 Date



AMENDMENT NUMBER 3
TO AGREEMENT
BETWEEN
Washington State University Extension
AND
University of Washington
FOR
Provision of Telecommunications Services

This amendment is issued for the following purposes:

1. To extend the period of agreement through January 31, 2010.
2. WSU will provide additional support for period of February 1, 2009 through January 31, 2010 not to exceed \$2,000.00.
3. That all other terms and conditions remain unchanged.

WASHINGTON STATE UNIVERSITY

Recommended by:

University of Washington

Approved by:

John Winder *2/9/09*
 John Winder Date
 Associate Dean & Associate Director
 WSU Extension

Bill Ferns *2/3/09*
 Date

Approved by:

Richard Heath *2/12/09*
 Richard Heath Date
 Associate Vice President
 Business Affairs

Bill Ferns, Chief Financial Officer

RECEIVED
 FEB 09 2009
 CAHNRS - BFO