

**INTERAGENCY AGREEMENT
BETWEEN
THE STATE OF WASHINGTON
Department of Information Services
AND**

Washington State University

THIS AGREEMENT is made and entered into by and between the State of Washington's Department of Information Services, hereinafter referred to as "DIS," and Washington State University, hereinafter referred to as "WSU."

1. PURPOSE

The purpose of this Agreement is to establish technical and facility services provided by WSU to DIS in support of a DIS Next Generation Node (NGN) at the WSU Sloan Building in Pullman, WA. This NGN node will serve the needs of DIS and the K20 network. WSU uses the K20 network for connection to the Internet and to all its regional campuses in support of administrative applications, classroom instructions, voice services and online access by the public into the WSU systems, and the node will provide WSU with much-needed redundancy for these connections.

2. STATEMENT OF WORK

Both parties shall furnish the necessary personnel, facilities, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of work set forth in **Exhibit "A"** attached hereto and incorporated herein as appropriate.

3. PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on September 1, 2007, and be completed on August 31, 2012, unless terminated sooner as provided herein, or extended through a properly executed amendment.

4. COMPENSATION

Compensation for the work provided in accordance with this Agreement has been established under the terms of chapter 39.34.130 RCW. The parties have estimated that the cost of accomplishing the initial site work herein will not exceed \$1,900.00. 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 that will cause the maximum payment to be exceeded. The above compensation does not include the non-recurring and recurring costs as outlined in Exhibit B "Budget/Service and Support Cost Schedule" attached hereto and incorporated herein. DIS shall pay WSU monthly for the non-recurring and recurring cost as specified in Exhibit B "Budget / Service and Support Cost Schedule" and as invoiced by WSU.

5. BILLING PROCEDURES

WSU shall submit properly completed invoices on a monthly basis. Payment for approved goods and/or services will be made by check, warrant or account transfer within thirty (30) days of receipt of the invoice. Upon expiration of the Agreement, invoices shall be paid, if received within thirty (30) days after the expiration date. However, invoices for all work

done within a fiscal year must be submitted within thirty (30) days after the end of the fiscal year. Invoicing the state of Washington or any other entity for the same goods and/or services rendered is not permitted.

6. BILLING DETAIL

DIS shall request all billable services (such as MAC work) via email or in writing. Each invoice voucher submitted to DIS by WSU shall include such information as is necessary for DIS to determine the exact nature of all expenditures. At a minimum, WSU shall specify the following:

- a. DIS Agreement Number T07-IAA-790.
- b. The cost for each service billed.
- c. The total number of hours billed, along with each identified service's associated cost.
- d. The total invoice charge.

7. FUNDING CONTINGENCY

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion, DIS may:

- a. Terminate this Agreement without advance notice. 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.
- b. Renegotiate the terms of the Agreement under those new funding limitations and conditions; or,
- c. After a review of project expenditures and deliverable status, extend the end date of this Agreement and postpone deliverables or portions of deliverables.

8. MAINTENANCE OF RECORDS

- a. The parties to this Agreement shall each maintain books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) 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.
- b. If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- c. 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. However, the parties acknowledge that State Agencies are subject to chapter 42.56 RCW, the Public Records Act.

9. SITE SECURITY

While on DIS premises, WSU, its agents, employees, or Subcontractors shall comply with DIS security policies and regulations. While on WSU premises, DIS, its agents, employees or Subcontractors shall comply with WSU security policies and regulations.

10. 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.

11. AMENDMENT

This Agreement may be 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.

12. SUBCONTRACTING

- a. "Subcontractor" means one not in the employment of a party to this Agreement, who is performing all or part of those services under this Agreement under a separate contract with a party to this Agreement. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.
- b. Except as otherwise provided in the Agreement, WSU shall not subcontract any of the contracted services without the prior approval of DIS. WSU is responsible to ensure that all terms, conditions, assurances and certifications set forth in this Agreement are included in any and all Subcontracts. Any failure of WSU or its Subcontractors to perform the obligations of this Agreement shall not discharge WSU from its obligations hereunder.

13. TERMINATION FOR CONVENIENCE

Either party may terminate this Agreement upon one hundred twenty (120) 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.

14. 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 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.

15. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall evaluate the facts, Agreement terms, applicable statutes and rules, and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on both parties.

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

16. GOVERNING LAW AND VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and the venue of any action brought under this Agreement shall be in Superior Court for Whitman County.

17. ASSURANCES

The parties agree that all activity pursuant to this Agreement shall be in accordance with all applicable federal, state and local laws, rules, and regulations as they currently exist or as amended.

18. 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 unreasonable withheld.

19. 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. Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing and signed by personnel authorized to bind each of the parties.

20. SEVERABILITY

If any term or condition of this Agreement is held invalid, such invalidity shall not affect the validity of the other terms or conditions of this Agreement.

21. CONTRACT MANAGEMENT

The contract manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The Contract Manager for DIS is:	The Contract Manager for Washington State University is:
<hr/> Kathy Hernandez-Bell	<hr/>
<small>(Contract Manager's Name & Title)</small>	<small>(Contract Manager's Name & Title)</small>
Washington State Department of Information Services	<hr/>
<small>(State Agency's Name)</small>	<small>(State Agency's Name)</small>
512 - 12th Avenue SE, MS 42445	<hr/>
<small>(Contract Manager's Address)</small>	<small>(Contract Manager's Address)</small>
Olympia, Washington 98504-2445	<hr/>
<small>(Contract Manager's Address)</small>	<small>(Contract Manager's Address)</small>
Phone: (360) 902-3338 FAX: () E-Mail: KathyH@dis.wa.gov	Phone: () FAX: () E-Mail:

22. ORDER OF PRECEDENCE

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 local laws, rules and regulations.
- b. Exhibit A, Statement of Work.
- c. Exhibit B, Budget / Service and Support Cost Schedule.
- d. Any other provisions of the agreement, including materials incorporated by reference.

23. ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement.

State of Washington

Washington State University

(State Agency Name)

(State Agency Name)

Roland Rivera 9/12/07
(Signature) (Date)

Richard A. Heath 9-4-07
(Signature) (Date)

ROLAND RIVERA
(Print Name)

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

Asst Director, Telecommunications
(Title)

(Name) (Date)
(Title)

APPROVED AS TO FORM ONLY
(Federal Identification Number)

Approval on File
Office of the Attorney General (Date)

WSU Departmental Recommendation

Dave Ostrom 8/31/2007
Dave Ostrom (Date)

Exhibit A
STATEMENT OF WORK

Both parties shall provide Node Site Support services and facilities as appropriate and which meet the following requirements:

SERVICE AND SUPPORT REQUIREMENTS

1. Facilities Requirements

- a. Provide nineteen (19) or twenty three (23) inch open rack or cabinet space in the Sloan Building on the WSU Pullman campus to house the ONS15454 MSPP chassis and Fiber Distribution Panel (FDP) for DIS equipment per current provisioning design specifications
- b. Provide -48vdc power source with 30A breaker from DC rectifier with battery back-up capable of providing a minimum of four (4) hours of battery life.
- c. Provide minimum of one (1) 20A 120ac duplex circuit for future router and/or test equipment use.
- d. Provide space in a communication room that has the ability to maintain a temperature compliant with the manufacturing specifications for the ONS15454 MSPP.
- e. WSU will support a communication room environment that is free of dust and moisture that could be considered harmful to NGN electronics.
- f. Provide communication room space that is secured.

2. Facilities Availability

- a. Power will be provided to support the DIS NGN node equipment that is reliable and meets electrical specifications.
- b. Access to the communications room, for the purposes of installation and testing by DIS and/or its designated equipment/carrier vendors supporting the DIS NGN node equipment and circuits, will arranged by authorized and coordinated by WSU.
- c. When applicable, WSU will work with DIS to provide rack/cabinet space for future equipment to support DIS and K20.

3. Operational Coverage

- a. WSU will provide on-site support during business hours (8am – 5pm Monday through Friday) that can work with the DIS NCC to assist in basic troubleshooting and installation efforts.
- b. WSU will be able to dispatch support staff within one (1) hour of a support request from the DIS NCC during business hours (8am – 5pm Monday through Friday).

- c. WSU will provide a twenty four (24) hour support contact through WSU Network Operations Center, 509-335-4949.
- d. WSU will be able to provide after-hours support on-site within four (4) hours of a support request from the DIS NCC with a best effort response during inclement weather conditions.
- e. WSU will provide to the DIS NCC a current WSU problem reporting contact list and escalation procedure and contact information.

4. Site Technical Support

- a. WSU will provide technical support for the purposes of adding and removing MSPP port cards during troubleshooting and installations.
- b. WSU will provide technical support for the purposes testing and installing fiber based circuits (OCx and/or Ethernet) and FDP jumpers.
- c. WSU will have at minimum one technical support staff trained in the operations and installation of ONS15454 MSPP equipment.
- d. WSU will provide technical support for assisting DIS contracted vendors with power related troubleshooting and installation efforts.

5. Notification

- a. For any planned facility activity that will directly impact the availability of the MSPP, WSU will provide advance notice to DIS Help Desk at minimum seventy two (72) hours prior to the scheduled event. For any planned DIS activity that will directly impact the availability of the MSPP, DIS will provide advance notice to the WSU Network Operations Center at minimum seventy-two (72) hours prior to the scheduled event.
- b. For facility activities that are expected to occur in less than seventy two (72) hours, WSU must make best effort to notify the DIS Help Desk as soon as possible. For DIS activities that are expected to occur in less than seventy-two (72) hours, DIS must make best efforts to notify the WSU Network Operations Center as soon as possible.

Exhibit B
Budget / Service and Support Cost Schedule

The parties have estimated that the cost of accomplishing the initial site work herein will not exceed \$1,900.00. This cost does not include the non-recurring and recurring costs detailed below.

HOURLY RATES

Item	Notes	Rate
Labor / Electricians	Regular Hourly rate	\$ 64.00
Node Site Support	WSU recurring cost. Rate will increase at 2% per year.	\$ 580.00 per month
Business Hours support Exhibit A, item 3.b	Support for NCC requests 8am-5pm Fixed monthly rate	Included in "Node Site Support" above
After Hours Support Exhibit A, item 3.d	Per -occurrence with 4 hour call-back minimums. ** Rate will increase at 2% per year.	4 hour minimum call-back at \$232 per occurrence. If occurrence requires greater than 4 hour period, an additional 4 hour minimum will be charged.

Hourly rates include an amount to cover any and all charges including but not limited to salary, benefits and indirect costs. No other charges or costs may be applied to this Agreement.

** Fixed cost cannot be defined at this time as there is no documented history of these types of services.