

**INTERAGENCY AGREEMENT BETWEEN
WASHINGTON STATE UNIVERSITY AND
UNIVERSITY OF WASHINGTON (WWAMI)**

THIS AGREEMENT ("Agreement") is made and entered into by and between **Washington State University-Spokane** (hereinafter referred to as "WSU"), and **University of Washington** (hereinafter referred to as "UW"). WSU and UW are each institutions of higher education and agencies of the state of Washington. WSU and UW may also be referred to herein individually as a "Party" and jointly as the "Parties."

RECITALS

WHEREAS, on or about August 4, 2009, the Parties entered that certain Interagency Agreement (the "Previous Agreement") pursuant to which UW leased from WSU certain office spaces for use by UW in offering the WWAMI Program on the WSU Spokane campus.

WHEREAS, on or about June 14, 2012, the Parties entered that certain Amendment No. 1 to the Previous Agreement to extend the term of the Previous Agreement and to adjust the definition of the Premises therein.

WHEREAS, the Previous Agreement as amended terminates on June 30, 2014, and the Parties desire to replace the Previous Agreement as amended with this Agreement, the purpose of which is for UW to lease from WSU four offices for use by UW in offering the WWAMI Program on the WSU Spokane campus.

NOW, THEREFORE, the Parties agree to the following terms and conditions:

1. STATEMENT OF WORK

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

A. Duties of WSU:

- 1) To do the following, as part of the Rent charged hereunder (except as noted):
 - a. Provide UW the exclusive year-round use of five offices in the Health Sciences Building, 310 N. Riverpoint Boulevard, Spokane, for the WWAMI program; specifically, rooms 320E, 320G, 320K, 320M and 325P, for a total of approximately 900 assignable square feet (together, the "Premises"). The offices are to be provided as currently furnished (desks, chairs, bookshelves) with phone instruments in place. New or additional furnishings are to be provided at UW's expense.
 - b. Provide limited shared storage as available.

- c. Provide utilities, custodial, and maintenance to the same level as is available campus-wide. Repair work for damages beyond normal wear and tear that are necessitated by the actions of UW shall be reimbursed by UW to WSU at cost plus an 8% administrative fee.
 - d. Provide keys necessary to access Premises, although keys remain the property of WSU and shall be returned upon the expiration or termination of this Agreement.
 - e. Provide phone service and instruments, wireless internet access, high speed network/internet/email connection, access to WSU help desk, troubleshooting, standard anti-virus software installation and updates, and acceptance of UW's in-bound mail/packages.
 - f. Provide other ancillary services that are at no cost to WSU, where practical.
 - g. Provide UW occasional, limited use of conference rooms, at no additional charge, to conduct meetings or trainings directly related to the WWAMI mission. Said use shall be scheduled through Student Services in advance of need and shall not conflict with WSU program, administrative and student needs.
 - h. Provide occasional use of campus classrooms, at no additional charge, to conduct required testing and group sessions. Classrooms to be scheduled through central Student Services. Use levels will be evaluated for frequency and impact, peak and off-peak to determine if additional charges will apply in renewal term years.
- 2) To provide additional services not indicated above as being included in the Rent, at an additional charge, as indicated herein.

B. Duties of UW:

- 1) Timely payment of Rent for the use of the Premises.
- 2) Provide all office furnishings (other than WSU-supplied furnishings), all office equipment other than phone instruments (computers, printers, fax machines, etc.), and all office supplies.
- 3) Pay for the use of any video conferencing services, long distance phone charges, and out-bound package delivery/outbound mail needs, which shall all be billed for separately at standard rates.
- 4) Pay for all costs of moving to the Premises.
- 5) Comply with, and direct its students and visitors to comply with, WSU parking rules and policies, including but not limited to purchasing campus parking passes or otherwise paying for parking.
- 6) Comply with all WSU rules and regulations as required of WSU faculty, students and staff.

2. PERIOD OF PERFORMANCE; RENEWAL

Subject to its other provisions, the period of performance of this Agreement shall commence on July 1, 2014, and be completed on June 30, 2015, (the "Initial Term") unless terminated sooner or renewed as provided in this Agreement.

Upon the termination of the Initial Term, this Agreement may thereafter be renewed annually for up to four (4) one year extension terms (each annual extension to be called a "Renewal Term") upon the mutual written consent of the Parties upon such terms and conditions agreeable to the Parties. For these one-year Renewal Terms, email communication and confirmation is sufficient to serve as evidence of mutual written consent, and amendment to the Agreement will not be required if the Parties opt to extend the term of this Agreement without changing any other terms and conditions. Any agreement as to extension of the term should be made prior to the expiration of the Agreement.

3. RENT

Compensation ("Rent") for the space and other services described herein provided by WSU in accordance with this Agreement has been established in compliance with the terms of RCW 39.34.130. The rates at which the Rent is calculated shall not exceed the below-stated amounts during the Initial or Renewal Terms, as applicable, unless the Parties mutually agree in writing to a higher rate prior to such higher rate becoming effective. The Parties acknowledge that the overall Rent payable to WSU may increase or decrease, as appropriate, should square footage be added or removed from the Premises, or should services be added to or removed from this Agreement. "Rent" does not include the items and services that are to be billed separately, as indicated in this Agreement.

A. Rent During Initial Term

The applicable Rent rate during the Initial Term shall be \$24.50 per assignable square foot.

Based on the original contemplated 900 assignable square feet comprising the Premises, Rent during the Initial Term shall be \$22,050 annually, to be billed in semi-annual amounts of \$11,025 according to the provisions of the section herein entitled "Payment Procedure."

B. Rent During Renewal Terms

The applicable Rent rate during any Renewal Term (ending June 30, 2019, should all four (4) Renewal Terms be agreed to) shall be the same as the Rent rate during the Initial Term, as specified above. Should the Parties agree to amend this Agreement to extend it beyond June 30, 2019, a higher rate will apply. This rate will be the initial rate of \$24.50 per assignable square foot, escalated by 3.5% compounded for 5 years, resulting in an applicable rate of \$29.10 per assignable square foot, applicable on July 1, 2019. Should the Premises remain at 900 assignable square feet, the new rent effective July 1, 2019 would be \$26,190 per year.

4. PAYMENT PROCEDURE

UW shall pay WSU the semi-annual amount for Rent on October 1st and April 1st each year. The first

payment shall be made on October 1, 2014. Payments to WSU shall be by automated clearing house (ACH) transfer to WSU's designated bank account. Payments made beyond thirty (30) days after October 1st and April 1st shall be assessed a one percent (1%) per month interest charge.

5. 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.

6. RIGHTS IN DATA: N/A

7. 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.

8. MODIFICATION

This Agreement may be modified or amended by mutual agreement of the Parties. Except as otherwise provided herein, such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the Parties.

9. TERMINATION FOR CONVENIENCE

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 the Section of this Agreement entitled "Disputes."

10. 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 9 for the provisions for disposition of property upon the partial or complete termination of this Agreement.

11. DISPUTES

In the event that a dispute arises under this Agreement that the Parties cannot 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.

12. 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.

13. ASSIGNMENT

The rights and obligations of the Parties provided for under this Agreement, and any claim arising under this Agreement, 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 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.

15. 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.

16. 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.

17. 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 (except billings, which shall be done in accordance with the "Billing Procedure" section) regarding the performance of this Agreement.

The Contract Administrator for WSU is:

Name: Gretchen Eaker, Finance/Budget Manager

Address: WSU - Spokane
Finance/sac/511
PO Box 1495
Spokane, WA 99210-1495

Telephone: 509-358-7559

Fax: _____

Email: eakerg@wsu.edu

The Contract Administrator for UW is:

MAILING ADDRESS:
University of Washington
UW Real Estate
Campus Box 359446
Seattle, WA 98195-9446
Phone: (206) 616-3400
Fax: (206) 685-1447

COURIER/DELIVERY ADDRESS:
University of Washington
UW Real Estate
4333 Brooklyn Avenue NE. T-12

Campus Box 359446
Seattle, WA 98195-9446

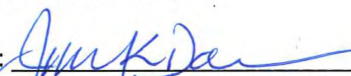
Except as otherwise specifically provided herein, notices permitted or required to be given hereunder shall be deemed sufficient if given by (a) registered or certified mail, postage prepaid, return receipt requested, (b) private courier service, or (c) facsimile. Notices shall be addressed to the respective street addresses or fax numbers of the Parties as indicated above or to such other addresses or fax numbers as the respective Parties may designate by like notice from time to time.

18. 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: 
Name: James K. Dalton
Title: Vice Chancellor, Finance & Ops
Date: 9-8-14

UNIVERSITY OF WASHINGTON
("UW")

Approved By:

By: 
Name: Jeanette L. Henderson
Title: Director of Real Estate
Date: 8/26/14

Approved by: 
Amanda Owen
Contracts Manager
Washington State University
9/12/14

ACKNOWLEDGMENT

STATE OF WASHINGTON)

COUNTY OF KING)

On this 26 day of Aug, 2014, before me personally appeared Jeanette L. Henderson, to me known as the Director of Real Estate of the University of Washington, who on oath stated that she was authorized to execute this instrument and acknowledged it to be the free and voluntary act and deed of said University of Washington as approved by the BOARD OF REGENTS OF THE UNIVERSITY OF WASHINGTON, a state institution of higher education and an agency of the state of Washington, for the uses and purposes mentioned in the instrument.

Signature: [Handwritten Signature]
Print Name: Jeanette Ortega
Notary Public in and for the State of Washington
Residing at: Seattle
My Commission expires on: 12/19/16



STATE OF Washington)
) ss
COUNTY OF Whitman)

I certify that I know or have satisfactory evidence that Amanda N. Owen (is/are) the person(s) who appeared before me, and said person(s) acknowledged that (he/she/they) signed this instrument, on oath that (he/she/they) (is/are) authorized to execute the instrument and acknowledged it as the Contracts Manager of Washington State University to be the free and voluntary act of such party(ies) for the uses and purposes mentioned in this instrument.

Dated: 9/12/2014

Signature: [Handwritten Signature]
Notary Public in and for the State of: Washington
Residing in: Pullman
My appointment expires: 09-01-2016

