

**INTERAGENCY AGREEMENT
BETWEEN
WASHINGTON STATE UNIVERSITY
AND
UNIVERSITY OF IDAHO**

THIS INTERAGENCY AGREEMENT (the "Agreement") is made by and between Washington State University Pullman, an institution of higher education and agency of the state of Washington (hereafter referred to as "WSU"), and the University of Idaho, a public corporation and state educational institution, and body politic and corporate organized and existing under the Constitution and laws of the state of Idaho (hereafter referred to as "UI").

WHEREAS, WSU and UI have developed a cooperative parking arrangement for the purpose of enhancing the accessibility to either campus for faculty, staff and students of each party participating in cooperative programs and cross-listed courses; and

WHEREAS, UI and WSU desire to formalize the cooperative parking arrangement.

IT IS THE PURPOSE OF THIS AGREEMENT to memorialize the terms and conditions under which WSU and UI may each use the other's campus parking areas for their students, faculty and staff.

NOW, THEREFORE, the parties agree as follows:

I. RESPONSIBILITIES OF THE PARTIES

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

A. Duties of UI: Subject to all UI parking and traffic regulations, Washington State University permit holders who wish to park at the University of Idaho may do so as follows:

1. WSU Orange and Green annual permits are valid in UI Gold, Red, and Blue permit areas.
2. WSU Yellow, Red, Crimson, and Gray annual permits are valid in UI Red and Blue permit areas. WSU Crimson and Gray permits are residential priority permits.
3. WSU Blue annual permits are valid only in UI Blue permit areas.
4. WSU-issued annual or daily disability parking permits are valid in UI disability parking spaces and parking permit areas.
5. There is no reciprocity at UI for WSU parking permits in UI parking permit areas which are not specifically listed above in items 1 - 4. This would include the UI Student Recreation Center parking lot.
6. UI faculty, staff, and students assigned to, enrolled at, or who pay fees to University of Idaho or employees of other activities or agencies located on the Moscow campus must display a UI parking permit when parking at UI. Any attempt by the above

personnel to use a WSU parking permit in lieu of a UI permit may result in a fine for illegal use of a parking permit.

- B. Duties of WSU: Subject to all WSU parking and traffic regulations, University of Idaho permit holders who wish to park at Washington State University Pullman may do so as follows:
1. UI Gold, Lot Specific Gold, and Reserved annual permits are valid in WSU Yellow, Red, and Blue zones.
 2. UI Red, annual permits are valid in WSU Blue zones.
 3. UI Green, Silver, Purple, and Blue annual permits are valid in WSU Blue zones.
 4. UI-issued annual or daily disability parking permits are valid in WSU disability spaces and parking permit zones.
 5. There is no reciprocity at WSU for UI parking permits in WSU parking permit areas which are not specifically listed above in items 1 - 4. This would include the WSU Student Recreation Center parking lot.
 6. UI parking permits are not valid in lieu of payment in WSU pay lots including the WSU Student Recreation Center parking lot or the Tennis Courts parking lot.
 7. WSU faculty, staff, and students assigned to, enrolled at, or who pay fees to Washington State University or employees of other activities or agencies located on the Pullman campus must display a WSU parking permit when parking at WSU. Any attempt by the above personnel to use a UI parking permit in lieu of a WSU permit may result in a fine for illegal use of a parking permit.
- C. Additional Terms and Conditions: The parties acknowledge and agree that the foregoing reciprocal parking permissions given are subject to change by either party, with not less than thirty (30) days prior notice to the other party, depending upon the legitimate parking needs of that party. In such event, the parties agree to execute an amendment to this Agreement reflecting the change in permissions. The parties agree to work collaboratively to identify persons who may be mis-using the parking permit reciprocity described above. The parties also agree to work collaboratively to produce promotional and informational content on websites, fliers, etc. that is consistent and timely.

II. PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall be for three (3) years, and shall commence the date this Agreement is fully executed, and be completed three (3) years later (the "Term"), unless terminated sooner as provided herein. This Agreement may be extended for additional three (3) year periods upon the mutual written consent of the parties.

III. 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.

IV. 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.

V. 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.

VI. TERMINATION

Either party may terminate this Agreement upon 120 days prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered in accordance with the terms of this Agreement prior to the effective date of termination.

VII. 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.

VIII. 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.

IX. 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.

X. 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.

XI. 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.

XII. 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.

XIII. 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 UI is:

Name: Carl Root
Department: Parking and Transportation Services
Address: P.O. Box 441201, Moscow, ID 83844-1201
Telephone: (208) 885-0298
Fax Number: (208) 885-6463

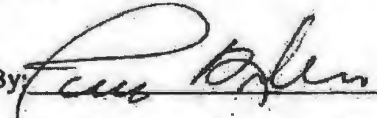
The Contract Administrator for WSU is:

Name: John Shaheen, Director
Department: Transportation Services
Address: P.O. Box 645500, Pullman, WA 99164-5500
Telephone: (509) 335-5105
Fax Number: (509) 335-1316

XIV. SIGNATURES

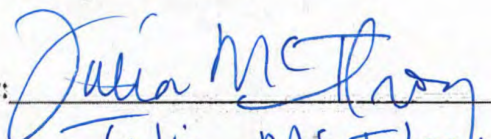
The parties affirm they have designated the persons below to have signature authority for the parties. By their signatures on this Agreement, the parties agree to all of its terms and conditions.

**UNIVERSITY OF IDAHO
("UI")**

By: 
Name: TODD BROADMAN

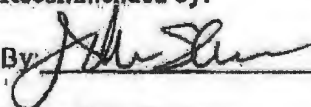
Title: Interim Director

Date: 6/28/16

By: 
Name: Julia McIlroy
Title: Director, Contracts and Purchasing Services

Date: 6/28/16

**WASHINGTON STATE UNIVERSITY
PULLMAN ("WSU")**

Recommended by:
By: 
Name: John Shaheen

Title: Director, Transportation Services

Date: 6/28/16

Approved by:
By: 
Name: Amanda N. Owen

Title: Contracts Manager, Finance and Admin

Date: 6/28/16