

WSU # 14838

Contract No. DP00691

INTERAGENCY AGREEMENT
BETWEEN
THE STATE OF WASHINGTON
DEPARTMENT OF TRANSPORTATION
AND
THE STATE OF WASHINGTON
WASHINGTON STATE UNIVERSITY
AMENDMENT #2

This AMENDMENT NO. 2 is entered into by and between Washington State University and Washington State Department of Transportation ("WSDOT").

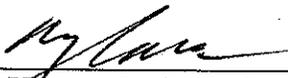
This contract is amended as follows:

1. This agreement is extended through June 30, 2006.

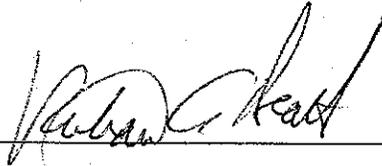
ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT
REMAIN IN FULL FORCE AND EFFECT.

Washington State Department
of Transportation

Washington State University



Richard Ybarra, Assistant Secretary
Finance and Administration



#14838

Contract No. DP00691

INTERAGENCY AGREEMENT
BETWEEN
THE STATE OF WASHINGTON
DEPARTMENT OF TRANSPORTATION
AND
THE STATE OF WASHINGTON
WASHINGTON STATE UNIVERSITY
AMENDMENT #1

This AMENDMENT NO. 1 is entered into by and between Washington State University and Washington State Department of Transportation ("WSDOT").

This contract is amended as follows:

1. This agreement is extended through June 30, 2005.

ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT REMAIN IN FULL FORCE AND EFFECT.

Washington State Department of Transportation


Richard Ybarra, Director
Office of Information Technology

Washington State University.


Richard A. Heath
Associate Vice President
Washington State University

INTERAGENCY AGREEMENT
BETWEEN
THE STATE OF WASHINGTON
DEPARTMENT OF TRANSPORTATION
AND
WASHINGTON STATE UNIVERSITY

THIS AGREEMENT is made and entered into by and between the DEPARTMENT OF TRANSPORTATION, hereinafter referred to as "WSDOT," and WASHINGTON STATE UNIVERSITY, hereinafter referred to as the "WASHINGTON STATE UNIVERSITY."

IT IS THE PURPOSE OF THIS AGREEMENT to provide WASHINGTON STATE UNIVERSITY the right to use WSDOT's Optional Use Contract with ImageSource, Inc., Contract Number DP00539 for as long as the Contract remains open.

THEREFORE, IT IS MUTUALLY AGREED THAT:

STATEMENT OF WORK

WASHINGTON STATE UNIVERSITY shall furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of the work set forth in Purchase Orders which WASHINGTON STATE UNIVERSITY may provide to ImageSource, Inc. during the term of this agreement.

WASHINGTON STATE UNIVERSITY must pay ImageSource, Inc. directly of any services or items obtained via said contract.

PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on execution of this AGREEMENT, and be completed on termination of WSDOT Contract Number DP00539, unless terminated sooner as provided herein.

PAYMENT

There shall be no compensation related to this Contract between WSDOT and the WASHINGTON STATE UNIVERSITY.

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 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.

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.

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.

AGREEMENT ALTERATIONS AND AMENDMENTS

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.

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.

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 failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

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 review the facts, agreement terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto. 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.

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.

ASSIGNMENT

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

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.

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 and the provisions of this Agreement are declared to be severable.

ALL WRITINGS CONTAINED HEREIN

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.

CONTRACT MANAGEMENT

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

The Program Manager for WSDOT is: Denise Blue, P.O. Box 47430, Olympia WA 98504-7430, (360) 705-7798, bluede@wsdot.wa.gov.

The Program Manager for WASHINGTON STATE UNIVERSITY is: Diana Keithley, P.O. Box 641222, Pullman, WA 99164-1222, (509) 335-0459, keithled@wsu.edu.

IN WITNESS WHEREOF, the parties have executed this Agreement.

WASHINGTON STATE UNIVERSITY

State of Washington
Department of Transportation

Benny E. Shuster

11/26/02
Date

W.D. O'Brien

W.D. O'Brien, Director
Office of Information Technology

11/28/02
Date

Recommended by: *Fam Berry C.P.M.*
11/27/02

**APPROVED AS TO FORM:
ATTORNEY GENERAL'S OFFICE**