

INTERAGENCY AGREEMENT

This Agreement is made and entered into by and between Eastern Washington University, hereinafter referred to as "EWU", and Washington State University, through its WSU Spokane campus, also known as the Riverpoint campus, hereinafter collectively referred to as "WSU."

PURPOSE

To provide automated notification system to EWU Faculty, Staff and Students on the EWU Spokane/WSU Spokane campus.

SCOPE OF WORK

Each party shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

A. EWU Responsibilities

Coordinate notifications for Spokane campus with appropriate WSU Spokane Communications staff.

B. WSU Responsibilities

Coordinate notifications for Spokane campus with appropriate EWU Spokane Communications staff.

Relaying of updates or upgrades related to WSU contract #17277 (Everbridge) to appropriate EWU staff.

COST OF SERVICE

Fee will be \$1202.80 for the first year, \$ 2,910.00 annually thereafter. Amount does not include tax.

PERIOD OF PERFORMANCE

The period of performance under this agreement will be from October 31, 2015 or date of execution, whichever is later, through September 27, 2017, unless terminated in writing by either party with thirty (30) days prior notice. If this Agreement is so terminated, EWU will be responsible for payments up to the effective date of termination and shall remit payments to WSU according to the terms of this Agreement. Notwithstanding the foregoing, EWU may only terminate this Agreement if WSU is able to terminate its underlying commitment on contract #17277 for the services to be provided to EWU per this Agreement.

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 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.

CONTACT INFORMATION

The following contract administrators for the parties shall administer this Agreement and be responsible for and shall be the contact person for all communications regarding the performance of this Agreement, except as otherwise provided for in this Agreement.

WSU	EWU
Contract Administrator: Gretchen Eaker Finance and Budget PO Box 1495 Spokane, WA 99210-1495 Phone : (509) 358-7559 Email: eakerg@wsu.edu	Contract Administrator: Mary Voves Business and Finance 307 Showalter Hall Cheney, WA 99004-2445 Phone : (509) 359-6391 Email:

SAVE HARMLESS

Each party to this Agreement shall be responsible for claims and damages to persons or property resulting from the negligent acts or omissions on the part of itself, its employees, or its officers. Neither party assumes any responsibility to the other party for the consequences of any act or omission of any person, firm or corporation not a party to this Agreement. Neither party to this Agreement shall be considered the agent of the other party.

ASSURANCES

EWU and WSU agree that all activity pursuant to this contract will be in accordance with all the applicable current federal, state and local laws, rules, and regulations.

ORDER OF PRECEDENCE

Each of the exhibits listed below is by this reference hereby incorporated into this contract. In the event of an inconsistency in this contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions as contained in this basic contract instrument
- Exhibit A –
- Exhibit B –
- Any other provision, term or material incorporated herein by reference or otherwise incorporated

ENTIRE AGREEMENT

This contract, including referenced exhibits, represents all the terms and conditions agreed upon by the parties for the purpose of providing automated notification system to EWU Faculty, Staff and Students on the EWU Spokane/WSU Spokane campus. No other statements or representations, written or oral, shall be deemed a part hereof. Any inconsistency with those Regulations will be resolved as provided herein.

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. The parties shall share equally in the costs, if any, for the services of the Dispute Panel.

CONFORMANCE

If any provision of this contract violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

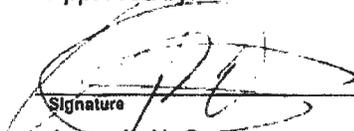
APPROVAL

This contract shall be subject to the written approval of EWU's authorized representative and shall not be binding until so approved. The contract may be altered, amended, or waived only by a written amendment executed by both parties.

THIS AGREEMENT is executed by the persons signing below who warrant they have the authority to execute the agreement.

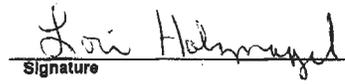
Washington State University

Approved by:

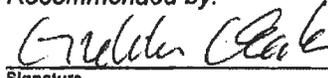

Signature _____ Date 10/29/15
Amanda N. Owen
Name
Contracts Manager
Title

Eastern Washington University

Approved by:


Signature _____ Date 11/3/15
Lori Holznagel
Name
Procurement and Supply Specialist 4
Title

Recommended by:


Signature _____ Date 10/29/15
Gretchen Euker
Name
Finance/Budget Manager
Title