

WSDOT AGREEMENT
No. K828

**INTERAGENCY AGREEMENT
FOR UTILIZATION AND SUPPORT OF FACILITIES INVENTORY
CONDITION ASSESSMENT PROGRAM (FICAP)**

THIS INTERAGENCY AGREEMENT (hereinafter "Agreement") is made and entered into between the STATE OF WASHINGTON DEPARTMENT OF TRANSPORTATION, hereinafter "WSDOT," and the WASHINGTON STATE UNIVERSITY ENERGY PROGRAM, hereinafter "WSU" pursuant to the authority granted by Chapter 39.34 RCW.

WHEREAS, WSU has been granted a perpetual, non-exclusive license by the State of Washington, Department of Social and Health Services to use the Facilities Inventory Condition Assessment Program software and housing of the information server equipment, hereinafter "FICAP," located at the WSU leased and operated facility at 905 Plum Street SE, Olympia WA 98504-3165, and

WHEREAS, WSU's rights under the license include authorization to install, configure, implement, and operate the FICAP for Grantee use, as well as to provide web-access to the installation of the FICAP to other governmental entities, and

WHEREAS, WSDOT desires and WSU agrees to supply to WSDOT web access to the FICAP, including and supporting components, such as WSU server, system access, and employee staff support.

NOW, THEREFORE, in accordance with RCW 39.34.030, the above recitals that are incorporated herein as if fully set forth below, and in consideration of the terms and conditions contained herein,

IT IS MUTUALLY AGREED AS FOLLOWS:

1. SCOPE OF WORK

Consistent with its license, WSU agrees to provide WSDOT web access to the WSU FICAP database. The purpose of this use is to provide increased analysis of conditions pertaining to WSDOT capital facilities throughout the State of Washington. WSU agrees to:

- A. Host FICAP software and WSDOT capital facility data on WSU servers,
- B. Provide WSDOT with reliable online access to FICAP and the WSDOT data,
- C. Provide technical support related to the use of FICAP as applicable to relevant WSDOT capital facilities, and
- D. Update the FICAP software whenever a new version becomes available.

The Parties agree that general WSDOT information technology support is not included in this Agreement.

2. FICAP OWNERSHIP AND CONFIDENTIALITY

As a FICAP user, WSDOT understands that it is being granted access under a license granted to WSU, that WSU is obligated to protect the grantor's ownership of the FICAP by, including but not limited to, maintaining confidentiality of screens, screen and user interface and navigation, data, data structures, programming, user, training and operating documentation. Accordingly, WSDOT agrees to use its access only in the manner as expressly permitted in this Agreement. WSDOT further agrees that it will not, in any manner, disclose disseminate, copy, sell, resell, sublicense, transmit, assign, or otherwise make FICAP available to any third party and further warrants and represents that it will take all reasonable steps necessary to ensure that its authorized agents, employees, contractors or subcontractors having access to the FICAP shall do the same.

3. TERM

The term of this Agreement shall be for one (1) year, starting from the last date in which all Parties have executed this Agreement. The Parties agree that the Agreement may be renewed for additional one-year terms, not to exceed a total of five (5) years, only upon the mutual written agreement of the Parties. If renewed, the Parties agree that WSDOT shall not be required to pay a latecomer fee of any amount.

4. TERMINATION

This Agreement may not be terminated by either Party during the one year term of the Agreement, unless said termination is agreed to by both Parties. Should this Agreement be terminated at any time, WSU agrees to refund to WSDOT a proportionate amount of its unused prepayment, based upon a per month amount.

5. PAYMENT

- A. WSDOT agrees to pay an initial \$5,000 onetime latecomer fee, which represents WSU's past financial investment in the FICAP software development.
- B. WSDOT agrees to pay a fixed cost of \$2,500 for WSU to host, support, and provide data access to the FICAP system in accordance with Section 2. This includes WSU staff time for server maintenance and FICAP-specific technical support to WSDOT.
- C. Should the Parties renew the agreement, the WSDOT agrees to pay a \$2,500 annual fee for the WSU services identified in Section 2. WSDOT shall not be obligated to pay a latecomer fee of any amount.

- D. The WSU Energy Program will invoice WSDOT, upon the full execution of this Agreement, a total amount of SEVEN THOUSAND FIVE HUNDRED AND NO/100 (\$7500.00) dollars. WSDOT agrees to make payment within thirty (30) calendar days.

6. BILLING PROCEDURES

WSU Energy Program shall submit a properly completed invoice to WSDOT for the entire amount due. Payment to WSU for this Agreement will be made in one lump sum, within thirty (30) calendar days of WSDOT signing this Agreement.

7. ASSIGNMENT

Neither this Agreement nor any rights or obligations created by it may be assigned or transferred by WSDOT or WSU.

8. INTERPRETATION

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Washington. The titles to paragraphs or sections of this Agreement are for convenience only, and shall have no effect on the construction or interpretation of any part hereof.

9. SEVERABILITY

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

10. VENUE

In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties agree that any such action or proceeding shall be brought in Thurston County Superior Court. Further, the Parties agree that each shall be solely responsible for payment of its own attorney's fees, witness fees, and costs.

11. AGREEMENT CHANGES, MODIFICATIONS AND AMENDMENTS

This Agreement may be changed, modified, or amended by written agreement executed by both parties.

12. AGREEMENT MANAGEMENT

The Program Manager for each of the Parties shall be responsible for administration of this Agreement and shall be the contact person for all communications and billings, which expressly excludes notices of default.

The Program Manager for WSU is:

WASHINGTON STATE UNIVERSITY ENERGY PROGRAM
Attn.: Edwin Valbert
PO Box 43165
Olympia, WA 98504-3165

The Program Manager for WSDOT is:

WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
Attn.: Thanh Nguyen
PO Box 47328
Olympia, WA 98504-7328

13. BINDING CONTRACT

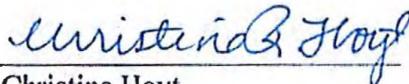
It is understood and agreed that this Agreement shall not be valid and binding upon either Party unless and until accepted and approved by a duly authorized representative of each agency.

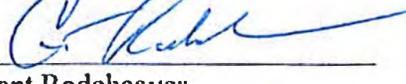
14. HOLD HARMLESS

Each party to this Agreement shall be liable for the acts, omissions, and negligence of its officers, employees, and agents. No party to this Agreement shall be responsible for the acts and omissions of those entities or individuals not a party to this Agreement.

WASHINGTON STATE UNIVERSITY

WASHINGTON STATE DEPARTMENT
OF TRANSPORTATION

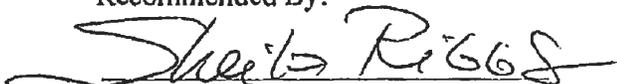
By: 
Christine Hoyt
Contracts Manager

By: 
Grant Rodeheaver
Director, Information Technology Division

Dated: 5-7-14

Dated: 5/14/14

Recommended By:


Sheila Riggs
Energy Program Division Manager