

**INTERAGENCY AGREEMENT
BETWEEN
WASHINGTON STATE UNIVERSITY
AND
SOUND TRANSIT**

THIS INTERAGENCY AGREEMENT (the "Agreement") is by and between **Washington State University**, an institution of higher education and agency of the state of Washington (hereafter referred to as "WSU"), and **Sound Transit**, a regional transit authority and public agency of the state of Washington, located in Seattle, Washington, (hereafter referred to as "SOUND TRANSIT").

IT IS THE PURPOSE OF THIS AGREEMENT to memorialize the terms and conditions under which SOUND TRANSIT will provide WSU access to purchasing contracts competitively awarded or negotiated.

RECITALS

1. This Agreement is entered into pursuant to Washington State Interlocal Cooperative Act RCW 39.34.080 and RCW 28B.10.029(d) Higher Education Property Purchase and Disposition.
2. The parties purchase similar goods and services and desire to make an efficient use of procurement resources and to reduce procurement costs.
3. The parties believe that cooperative procurement will serve such ends and view the cooperative relationship as set forth herein as an efficient use of their procurement resources.

NOW, THEREFORE, the parties agree as follows:

1. STATEMENT OF WORK

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

A. Duties of Both Parties:

1. Each party will facilitate the cooperative procurement of products, supplies, materials, equipment and services.
2. Each party will conduct all procurement activities subject to this Agreement and in accordance with relevant statutes, ordinances, rules, and regulations governing such procurement.
3. Each party shall agree that the cooperative use of bids obtained by one party to this Agreement shall be in accordance with the terms and conditions of the bid, except for modifications allowed by law.

4. The parties will make available to one another, upon reasonable request, information which may assist in improving the effectiveness, efficiency and economy of each party's procurement.
5. A procuring party will make timely payments to the vendor for products and services received in accordance with the terms and conditions of the procurement. Payment for products and services and inspection and acceptance of products and services ordered shall be the obligation of the procuring party.
6. The procuring party may not use this Agreement as a method for obtaining additional concessions or reduced prices for similar products and services.
7. The procuring party shall be the party responsible for ordering products or services under this Agreement.
8. The procuring party shall be solely responsible for the exercise of any rights or remedies of the procuring party.
9. Either party, upon request from the other party, shall provide documentation supporting the competition and/or negotiation and the award of agreements with cooperative purchasing provisions.

2. PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall be for ten (10) years, and shall commence on April 1, 2015, and be completed on March 31, 2025, (the "Term"), unless terminated sooner as provided herein.

3. PAYMENT

There will be no financial obligation or billable costs between the parties of this Agreement.

4. RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents and other evidence which sufficiently and properly reflect competition and contract award and contract management. 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.

5. 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.

6. 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.

7. TERMINATION

Either party may terminate this Agreement upon thirty (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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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 WSU is:

Patty Gropp
Purchasing Services
PO Box 641020
509-335-3541
Fax 509-335-7765
gropp@wsu.edu

The Contract Administrator for SOUND TRANSIT is:

Name: Linda Thomas
College or Department: Procurement + contracts
Address: 401 S. Jackson St., Seattle, WA 98104
Telephone: 206-398-5478
Fax Number: 206-398-5271
Email linda.thomas@soundtransit.org

14. 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")

SOUND TRANSIT
("SOUND TRANSIT")

Recommended by:

Recommended by:

By: Patty Gropp
Patty Gropp
Associate Director, Purchasing
Date: 3/30/15

By: [Signature]
Name: Linda Thomas
Title: Contracts Supervisor
Date: 4-6-15

Approved by:

Approved by:

By: [Signature]
Name: Amanda N. Owen
Title: Contracts Manager, Finance and Admin
Date: 3/30/15

By: [Signature]
Name: Ted Lucas
Title: Director, Procurement + Contracts
Date: 4/7/15