

**INTERAGENCY AGREEMENT
BETWEEN
WASHINGTON STATE UNIVERSITY
AND
THE CITY OF SPOKANE**

This INTERAGENCY AGREEMENT ("Agreement") is made and entered into by and between WASHINGTON STATE UNIVERSITY, an institution of higher education and agency of the State of Washington, by and through WASHINGTON STATE UNIVERSITY SPOKANE, hereinafter referred to as "WSU", and THE SPOKANE PUBLIC LIBRARY, hereinafter referred to as "SPL", and is issued pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW.

RECITALS

WHEREAS, SPL will close its Downtown Spokane branch location until approximately Spring 2022 so that said branch location can be renovated; and

WHEREAS, SPL leases a Bloomberg terminal which has been located in the Downtown Spokane branch location, and desires to locate the Bloomberg terminal at WSU during the planned renovation; and

WHEREAS, the Bloomberg terminal delivers unparalleled, integrated coverage of markets and securities with information across asset classes that is delivered in real time; and

WHEREAS, WSU desires to house the Bloomberg terminal during the pendency of the renovation so that it can offer to its students, staff, employees, and the general public the benefit of the information provided through the Bloomberg terminal; and

WHEREAS, WSU has determined it is appropriate to make its facility available for such use because the use will substantially relate to, and will not interfere with, WSU missions; and

WHEREAS, in order to set forth the terms and conditions applicable to the location of the Bloomberg terminal at WSU, SPL and WSU enter and execute this Agreement.

NOW, THEREFORE, based on the foregoing, the parties enter into the following Agreement:

1. **PURPOSE.** The purpose of this Agreement is to set forth the terms and conditions applicable to the location of SPL's Bloomberg terminal at WSU.
2. **RESPONSIBILITIES.** The parties' respective responsibilities under this Agreement are as follows:

- A. SPL will provide the following to WSU:
 - i. For the duration of the renovation of SPL's Downtown library, SPL's Bloomberg terminal will be housed at WSU's Spokane Ignite Northwest Building.
 - ii. During SPL's remodeling project, SPL will locate Mark Pond, SPL's Business Research Librarian, at WSU's Ignite Northwest Building to hold office hours two (2) days per week.
 - iii. SPL will establish a login page for the Bloomberg terminal that will allow for access to the Bloomberg terminal by WSU students, staff, employees, and the general public.
 - iv. SPL will provide training to WSU staff on the basic functionality of the Bloomberg terminal.
 - v. While not required, first-time Bloomberg users are encouraged to set up an appointment with Mark Pond, and he will consult on the use of the Bloomberg terminal.

- B. WSU will provide the following:
 - i. WSU will provide access to the Bloomberg terminal for WSU students, staff, employees, and the general public during normal operating hours of the Ignite Northwest Building. Access will be limited to the Ignite Northwest Building.
 - ii. WSU will provide a workspace for Mark Pond that will consist of a desk and a locking cabinet in or near the lobby of the Ignite Northwest Building. Mark Pond will require no other office space or accommodation.
 - iii. WSU will supply the utilities needed for operation of the Bloomberg terminal and for Mark Pond to conduct office hours. WSU will provide a non-dedicated electrical outlet and an Ethernet connection.
 - iv. SPL and WSU may partner on events and outreach to educate the Spokane business community on the availability of the Bloomberg terminal.

- 3. **PERIOD OF PERFORMANCE.** Subject to its other provisions, and unless terminated sooner as provided in this Agreement, or extended through a properly executed amendment, the period of performance of this Agreement shall commence when SPL moves the Bloomberg terminal to the Ignite Northwest Building (and SPL shall provide WSU no less than 10 days' advance written notice of this date), and will terminate once the renovation is complete and SPL is ready to re-install the Bloomberg terminal at the library, which is currently anticipated to be Spring 2022 (and SPL shall provide WSU no less than 10 days' advance written notice of this date).

- 4. **CONSIDERATION; DAMAGE.** There will be no financial cost or charge to WSU for hosting the terminal. SPL shall bear all costs and expenses related to the Bloomberg Terminal. SPL shall bear the risk of damage, destruction, theft, or loss of the terminal from any cause, except that WSU shall be responsible for damage, destruction, theft, or loss of the terminal to the extent the same is caused by the negligent acts or omissions of WSU, its agents, or employees, acting in good faith in the scope of their official duties.

5. **AMENDMENT.** 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.
6. **ASSIGNMENT.** The rights and duties of each party under this Agreement, and any claim arising under this Agreement, are 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.
7. **ASSURANCES.** The parties agree that all activity pursuant to this Agreement shall be in accordance with all applicable federal, state, and local laws, rules, and regulations as they currently exist or as amended.
8. **CONTRACT MANAGEMENT.** The contract manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The Contract Manager for SPL is:	The Contract Manager for WSU is:
Andrew Chanse, Executive Director Spokane Public Library 906 West Main Avenue Spokane, WA, 99201 Phone: (509) 444-5305 FAX: () E-Mail: <u>achanse@spokanelibrary.org</u>	Real Estate and Business Operations PO Box 641045 McCluskey Bldg Rm 121 2425 East Grimes Way Pullman, WA 99164-1045 Phone: 509-335-7049 Fax: 509-335-4050 Email: Shawna.thompson@wsu.edu

9. **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 evaluate the facts, Agreement terms, applicable statutes and rules, and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on both parties.

10. **GOVERNING LAW AND VENUE.** This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and the venue of any action brought under this Agreement shall be in Superior Court for Spokane County.
11. **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.
12. **TECHNICAL MATTERS**
 - a. There will be no interaction of the Bloomberg terminal with WSU IT systems.
 - b. Repair and maintenance of the terminal will be the sole cost and responsibility of SPL.
13. **ORDER OF PRECEDENCE.** 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 local laws, rules and regulations;
 - b. Any other provisions of the Agreement, including materials incorporated by reference.
14. **RESPONSIBILITIES OF THE PARTIES.** Each party to this Agreement hereby assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omission on the part of itself, its employees, its officers, and its agents. Unless expressly stated herein, neither party assumes any responsibility to the other party for the consequences of any claim, act, or omission of any person, agency, firm, or corporation not a part to this Agreement.
15. **SEVERABILITY.** If any term or condition of this Agreement is held invalid, such invalidity shall not affect the validity of the other terms or conditions of this Agreement.
16. **RULES AND REGULATIONS.** While on Agency premises, SPL, its agents, and employees shall comply with the WSU rules and regulations.
17. **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 10 working days. If the failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.
18. **TERMINATION FOR CONVENIENCE.** Either party may terminate this Agreement upon 60 calendar days' prior written notification to the other party.
19. **RIGHTS IN DATA.** There shall be no data subject to copyright protection originating from this Agreement. Material used to perform this Agreement but which is not created for or paid for in this Agreement shall be owned by such party as determined by law. The owner hereby grants (or, if necessary and to the extent reasonably possible, shall obtain and grant) a perpetual,

unrestricted, royalty free, non-exclusive license to the other party to use the materials in furtherance of this Agreement.

20. **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. Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing and signed by personnel authorized to bind each of the parties.
21. **ALL WRITINGS CONTAINED HEREIN.** This Agreement contains all the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.
22. **COUNTERPARTS; ELECTRONIC SIGNATURE.** This Agreement, and any amendment or supplement to this Agreement, may be executed in two or more counterparts, each of which will constitute an original but all of which will together constitute a single instrument. Transmission by facsimile or PDF of an executed counterpart signature page by a party shall constitute due execution and delivery of this Agreement by such party and together such facsimile or PDF signature pages shall constitute a single enforceable instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement.

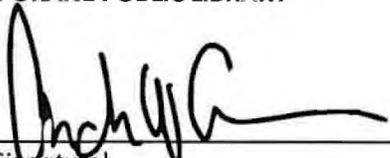
WASHINGTON STATE UNIVERSITY

Approved By:



(Signature) 8.23.21
(Date)
Amanda N. Owen
Associate Director
Real Estate and Business Operations

SPOKANE PUBLIC LIBRARY



(Signature) 8/6/21
(Date)

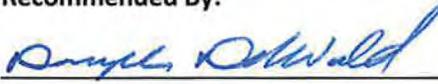
Andrew Chanse

(Print Name)

Executive Director

(Title)

Recommended By:



(Signature) 8/9/21
(Date)
Daryll B. DeWald
Vice President and Chancellor,
WSU Health Sciences