

**Professional Contract for Services**



THIS AGREEMENT, by and between Eastern Washington University, 526 5<sup>th</sup> Street, Showalter 210, Cheney, Washington 99004, an Agency of the State of Washington, TIN 91-6000624, DUNS 061507273, UBI 321-000-780, UEI: QL3XATN9H6L1 (hereinafter "EWU" or "Contractor") and

Legal Name	Port of Whitman County (hereinafter "Sponsor")				
TIN/FID	91-0819937	UEI: KK16VKPP5HL5			
Mailing Address	302 N. Mill Street Colfax, WA 99111	DUNS	032037954	UBI	601-154-623
Lead Contact	Kara Riebold, Executive Director (kara@portwhitman.com)				

For satisfactory completion of

PROJECT			
Title	Whitman County Trends Web Site annual contract		
Purpose	Create and maintain the Whitman County Trends Website annually (See Attachment A)		
Funding Amount	\$39,925.00	Payment Model	Cost Reimbursement Firm Fixed
Start Date	08-01-2023	End Date	06-30-2024
EWU PI	D. Patrick Jones	EWU PI Email	<a href="mailto:dpjones@ewu.edu">dpjones@ewu.edu</a>

As executed by the persons signing below who warrant that they have the authority to execute this agreement.

APPROVED AND AGREED		
	EWU	SPONSOR
Signature		
Name, Title	Toni Habegger, Associate Vice President/CFO	Kara Riebold, Executive Director
Date	7/27/23	8/3/2023

In consideration of the foregoing and mutual premises hereinafter contained, the parties agree that this agreement will be performed in accordance with the following conditions:

Scope of Work

See Attachment A

Period of Performance:

Contractor agrees to provide and represents that its professional credentials are such that it can provide the services stated herein, and agrees to perform said services to the satisfaction of the Sponsor, to its best professional effort, which shall at least meet industry standards. Contractor may not assign the rights or delegate the obligations under this Agreement without the Sponsor's prior written consent. The services to be rendered by Contractor under this Agreement shall be completed by the End Date shown on Page 1.

Fixed Cost and Expenditure

Limitation

Firm Fixed Costs: **\$39,925**

The Sponsor will compensate EWU at the firm, fixed price negotiated for the performance of this agreement. For services rendered as set forth herein. This sum represents the total maximum obligation: unless amended by mutual written agreement. Payments: EWU will submit two invoices of \$19,962.50, the first due at signing and the balance due upon completion to obtain payment.

Contract Management

The Program Directors for each of the parties shall be the contact person for all communications regarding the performance of this Agreement. All notices or other communications required or desired to be sent to either party shall be given or made at the respective addresses of the parties set forth below unless notification of a change of address is given in writing. Legal notices, as appropriate, shall be sent by registered or certified mail and shall be deemed to have been given at the time it was mailed. Matters concerning the technical performance of this agreement should be addressed to the EWU Program Director.

Reporting

As appropriate, reporting by the Institute for Public Policy and Economic Analysis shall be made in writing.

Deliverables

Any deliverables required by this contract are specified in Attachment A.

Indemnification/Hold Harmless

Each party of this Agreement shall be responsible for its acts or omissions and the acts or omissions of its employees, officers, and agents, to the extent permitted by law. 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.

### Nondiscrimination

Contractor Sponsor agree to comply at all times with all applicable state and federal laws, rules, regulations, and executive orders governing equal employment, opportunity, immigration, and nondiscrimination, including the Americans with Disabilities Act. Neither party shall discriminate against any employee, applicant for employment, or against any EWU student on the basis of race, creed, color, national origin, marital status, sex, sexual orientation, gender identity, age, status as a disabled veteran, recently separated veteran, active duty wartime or campaign badge veteran, or Armed Forces service medal veteran (collectively referred to as "protected veterans") or the presence of any sensory, mental, or physical disability. In the event of Sponsor's noncompliance or refusal to comply with any nondiscrimination law, regulation, or policy after three (3) days' prior written notice and opportunity to cure, this Agreement may be rescinded, canceled or terminated in whole or in part, and the Sponsor may be declared ineligible for further contracts with EWU.

### Records

Contractor will maintain adequate financial records in accord with generally accepted accounting practices, to clearly and easily identify expenses of the agreement, to describe the nature of each expense and to establish relatedness to this agreement. All records related to the agreement shall be reasonably available for inspection by the Sponsor. The financial records of this agreement will be retained in accord with Washington State Law and the Uniform Guidance, as applicable.

### Governing Law and Venue

This agreement shall be governed by and construed in accordance with, the laws of the state of Washington. The venue of any action brought hereunder shall be in The Superior Court of Spokane County, Washington.

### Independent Capacity

Nothing contained in this agreement is intended to create, nor should it be construed to create, any relationship between the parties other than that of independent parties contracting with each other solely for the purpose of effectuating the provisions of this agreement. This agreement is not intended to create a relationship of agency, representation, joint venture, or employment between the parties. The parties intend that an independent contractor relationship will be created by this agreement.

### Rights in Data

Unless otherwise provided, data, which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the Contractor. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights. EWU reserves the right to use these data that originate from this agreement for teaching and research purposes, including publications. Notwithstanding the foregoing, the Sponsor shall have an irrevocable, worldwide, non-exclusive license to use any and all such data for the purposes contemplated by this agreement.

### Conformance and Severability

If any provision of this agreement violates any applicable federal or state statute, regulation, or rule of law, it is considered modified to conform to that statute, regulation, or rule of law. If any

provision of this agreement violates any applicable state or federal statute, regulation, or rule of law, such invalid provisions shall be declared severed and the remainder of this agreement shall remain binding,

#### Termination

Either party may terminate this Agreement upon thirty (30) days written notice to the other party. In the event of termination this Agreement, the terminating party shall be liable only for performance rendered proper to the effective date of termination. In the event funding for this project is withdrawn, reduced or limited in any way after the effective date of this agreement and prior to normal completion, either party may terminate the contract at their discretion.

#### 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 decide 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 to the extent applicable, in which event the Governor's process will control.

#### Waiver

Waiver of any default or breach shall not be deemed 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 an authorized representative of the waiving party.

#### Entire Agreement

This agreement, including Attachment A, constitutes the sole agreement between the parties with respect to its subject matter. No other statements or representations, written or oral, shall be deemed a part of this agreement.

#### Approval & Modification

This agreement is subject to the written approval of each party's authorized representative and shall not be binding until so approved. The agreement may be altered, amended, or waived only by a written amendment executed by an authorized representative of each party.

#### Attorneys' Fees

In the event of litigation or other action brought to enforce the terms of this agreement, each party agrees to bear its own attorneys' fees and costs.

#### Order of Precedence

- A. Applicable State and Federal statutes, local laws, rules and regulations
- B. Attachment A
- C. Any other provisions of the Agreement, including materials incorporated by reference

## **Appendix A**

### **Scope of Work Provided by EWU**

- **Whitman County Trends Website**
  1. Create a website modeled after the Walla Walla Trends for 96 indicators
  2. Secure the assent by the Port of Whitman County about a representative icon & colors of the site (the Port will provide the Institute with photos adequate for each category of the site)
  3. Develop an initial examination of key 15 key indicators for the Port for early August (with updates in October and January)
  4. Present to and participate in a launch of the site in spring, 2024
  5. After the launch, keep the 96 indicators current with all data releases
  6. Adjust explanations to reflect the latest data updates
  7. Make any programming changes, as necessary
  8. Produce quarterly Google Analytics summaries

