



Contract No.	25-002
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### Contract for Services

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

CONTRACTEE			
Legal Name	Port of Whitman County <i>(hereinafter "Contractee")</i>		
TIN/FID	91-0819937	UBI	KK16VKPP5HL5
Mailing Address	302 N Mill Street, Colfax, WA 99111		
Lead Contact	Rebekah Huber	Lead Email	rebekah@portwhitman.com
Budget Manager		Budget Email	

For satisfactory completion of

PROJECT			
Title	Whitman County Trends Website Annual Contract		
Action	<input type="checkbox"/> Initial Agreement <input type="checkbox"/> Amendment No:	Reason for Amendment	
Purpose	Create and maintain the Whitman County Trends Website <i>(See Attachment A)</i>		
Funding Amount	16,000.00 <i>(See Attachment A)</i>		
Contract Type	<input checked="" type="checkbox"/> Fixed Cost <input type="checkbox"/> Cost Reimbursement		
Research/Devel.	<input type="checkbox"/> N/A <input type="checkbox"/> Basic Research <input checked="" type="checkbox"/> Applied Research <input type="checkbox"/> Experimental Research		
Start Date	07/01/2024 <i>or date agreement fully executed, whichever is later</i>	End Date	06/30/2025
EWU PI	Patrick Jones	EWU PI Email	dpjones@ewu.edu
EWU Budget Manager	Kathy Hayes	EWU Budget Email	Khayes15@ewu.edu
Original Source of Funds	Port of Whitman County		

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

APPROVED AND AGREED		
	CONTRACTEE	EWU
Signature		
Name, Title	Kara Riebold	Toni Habegger, Associate Vice President/CFO
Date	7/8/2024	7/16/24
Legal Notices to be Addressed to <i>(See Section 4)</i>	302 N Mill Street, Colfax, WA 99111	Mason Hayes, <a href="mailto:ogrd@ewu.edu">ogrd@ewu.edu</a> Office of Grant and Research Development 526 5th Street, Showalter 210 Cheney, WA 99004

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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:

**1. EWU's Qualifications**

EWU 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 Contractee and to its best professional effort, which shall at least meet industry standards. EWU may not assign the rights or delegate the obligations under this Agreement without Contractee's prior written consent.

**2. Period of Performance**

The services to be rendered by EWU under this Agreement shall be completed by the End Date shown on Page 1.

**3. Contract Type and Invoicing**

Contract invoicing and payment shall be completed in accordance with the Contract Type indicated on Page 1.

**a. Fixed Cost:**

- i. Contractee will reimburse EWU the firm, fixed price in accordance with Attachment A, negotiated under this agreement unless amended by written mutual agreement.
- ii. Contractee will reimburse EWU upon acceptance of services provided and receipt of properly completed invoices.

**b. Cost Reimbursement**

- i. Contractee will reimburse EWU for actual expenses incurred under this agreement in accordance with Attachment A, but not to exceed the funding amount listed in Page 1, unless amended by written mutual agreement.
- ii. Contractee will reimburse EWU upon acceptance of services provided and receipt of properly completed invoices and must be accompanied by sufficient detail of documented hours of time spent on the project and documentation for any other costs for which EWU is requesting reimbursement.

Final vouchers must be received within 45 calendar days after the termination of this agreement and be marked "final" and will constitute final payment obligation. Payment shall be considered timely if made by Contractee within thirty (30) calendar days after receipt of properly completed invoices.

**4. Contract Management**

The Principal Investigators for each of the parties shall be the contact person for all communications regarding the technical performance of this Contract. 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.

**5. Approval & Modification**

This Contract, including attachments, constitutes the entire understanding between both parties and may not be amended except in writing signed by both parties. No other statements or representations, written or oral, shall be deemed a part of this agreement.

**6. Attachments**

Attachment A: Scope of Work and Budget

Attachment B: General Terms and Conditions

### **Attachment A: Scope of Work and Budget**

#### **Whitman County Trends Website:**

- Maintain in a timely manner the data set of 86 measures
- Add two new measures to the site, chosen by the Port of Whitman
- Augment two existing measures with modifications due to deducting estimated college student populations
- Produce 4 quarterly blogs, each highlighting 10 measures
- Maintain the mailing list & a quarterly summary of site traffic
- Present at two community meetings organized by the Port of Whitman

#### **Billing Schedule:**

EWU Will submit four (4) equal invoices of \$4,000.00 on a quarterly basis, 09/30/24, 12/31/24, 03/31/25, & 06/30/25, for the work completed under this agreement.



**Attachment B: General Terms and Conditions****Amendments**

This Agreement may be amended upon mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by the personnel authorized to bind each of the parties.

**Compliance with Rules, Regulations, and Instructions**

Both parties shall follow and comply with all applicable state and federal laws and regulations in the performance of services under this Contract.

**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.

**Debarment/Exclusion**

EWU represents and warrants that it is not excluded or debarred by any federal agency from participating in any federal grant or contract, and it is not, to the best of EWU's knowledge, under investigation for any such exclusion or debarment. EWU will notify Contractee immediately if there are any changes in status under this paragraph.

**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, Contract terms and applicable statutes and rules and decide of the dispute. This dispute resolution process must be followed before either party can file a cause of action in a court of competent jurisdiction.

**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, and all other previous agreements on the subject matter are deemed superseded.

**Force Majeure**

In the event either party is delayed or prevented from performing any of its respective obligations under this Contract by reason of acts of God, governmental requirement, fire, floods, quarantine or epidemic, strikes, or other reasons beyond such party's reasonable control (other than financial inability), then the time period for performance of such obligations shall be extended for the period of such delay.

**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.

**Indemnification/Hold Harmless**

Each party to this Contract shall be responsible for its own acts and/or omissions and those of its officers, employees and agents in the performance of this Agreement. No Party to this Agreement shall be responsible for the acts and omissions of those entities or individuals not a party to this Agreement.

**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. EWU and/or its employees or agents performing under this agreement are not employees or agents of Contractee. EWU will not hold himself/herself out as or claim to be an officer or employee of Contractee, nor will EWU make any claim of right, privilege, or benefit that would accrue to an employee of Contractee. Conduct and control of the work will be solely with Contractee.

### **Insurance**

EWU is an agency of the State of Washington and is self-insured against liability claims in accordance with the risk management and tort claims statutes, including RCW 4.92 and RCW 32.21.280 et seq. The tort claims procedure, RCW 4.92.100 et seq., provides the fundamental remedy for all tort claim liability claims against EWU and its officers, employees, and agents acting as such.

### **Nondiscrimination and ADA Compliance**

Contractee and University 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 student on the basis of a Protected Status. "Protected Status" refers to age, sex, marital status, sexual orientation, gender identity, race, creed, color, national origin, citizenship or immigration status, honorably discharged veteran or military status, the presence of any sensory, mental, or physical disability, or the use of a trained guide dog or service animal by a person with a disability. More specifically, Contractee shall not: (i) refuse to hire any person because of a Protected Status, unless based upon a bona fide occupational qualification, provided that the prohibition on discrimination because of a disability shall not apply if the particular disability prevents the proper performance of the particular worker involved; (ii) discharge or bar any person from employment because of a Protected Status; (iii) discriminate against any person in compensation or in other terms or conditions of employment because of a Protected Status, except it shall not be an unfair practice for an employer to segregate washrooms or locker facilities on the basis of sex, or to base other terms and conditions of employment on the sex of employees where the Washington State Human Rights Commission by regulation or ruling in a particular instance has found the employment practice to be appropriate for the practical realization of equality of opportunity between the sexes; and, (iv) printing or circulating, or causing to be printed or circulated, any statement, advertisement, or publication, or to use any form of application for employment, or to make any inquiry in connection with prospective employment, which expresses any limitation, specification, or discrimination as to a person's Protected Status, unless based on a bona fide occupational qualification, except advertisements may be posted in a foreign language.

### **Public Record**

Contractee understands and agrees that the records it obtains or produces under this Contract may be public records under chapter 42.56 RCW, or its successor act. Both parties will cooperate in a timely manner with EWU in responding to public records requests related to this Contract or the services provided hereunder.

### **Records Maintenance & Rights in Data**

The parties to this Contract 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 timely 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 upon written request. All books, records, documents, and other material relevant to this Contract will be retained for six (6) 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.

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 Contractee. 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.





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**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.

**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.

**Order of Precedence**

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.

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:

1. Applicable State and Federal statutes, local laws, rules and regulations
2. General Terms and Conditions
3. Scope of Work and Budget
4. Any other provisions of the Agreement, including materials incorporated by reference.

**Counterparts & Electronic Signature**

This Contract may be executed in two or more counterparts, and by electronic signature including scanned copies, all of which when taken together, shall constitute one original document.