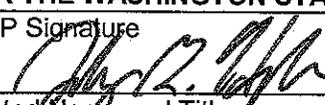


WASHINGTON STATE PATROL General Services Agreement Microwave Services		WSP Contract No. C071211GSC <i>wsu C 13065</i>
		Other Contract No.
This Agreement is between the State of Washington, Washington State Patrol and the Purchaser identified below.		
PURCHASER NAME		Purchaser DBA (if necessary)
Washington State University		
Purchaser Location Address Educational and Public Media Department PO Box 642530 Pullman WA 99164-2530		Purchaser Billing Address (if different from location address)
Purchaser Contact Name Ms. Kathy Dahmen		Purchaser Contact Telephone (509) 335-6537
Purchaser Contact Fax		Purchaser Contact E-mail Address dahmen@wsu.edu
WSP Contact Information		
WSP Project Manager Name and Title Mr. Robert Schwent Acting Division Administrator		WSP Project Manager Address WSP Electronic Services Division PO Box 42645, Olympia WA 98504-2645
Telephone (360) 705-5375	Fax (360) 705-5783	E-mail Address Robert.Schwent@wsp.wa.gov
WSP Administrative Contact Name and Title Jeff Hugdahl Grants and Contracts Manager		WSP Administrative Contact Address PO Box 42602 Olympia WA 98504-2602
Telephone (360) 753-0602	Fax (360) 664-0657	E-mail Address jeff.hugdahl@wsp.wa.gov
Agreement Start Date April 1, 2007	Agreement End Date June 30, 2009	Agreement Amount See Exhibit A
ATTACHMENTS. When the boxes below are marked with an X, the following Exhibits are attached to and incorporated into this Contract by reference: <input checked="" type="checkbox"/> Exhibit A, Statement of Work. <input type="checkbox"/> Additional Exhibits as specified:		
This Agreement, including the attached Terms and Conditions and any other documents incorporated by reference, contains all of the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind the parties. The parties signing below warrant that they have read and understand this Agreement and have the authority to enter into this Agreement.		
FOR THE WASHINGTON STATE PATROL:		FOR THE PURCHASER:
WSP Signature 	Date <i>7/3/07</i>	Purchaser Signature 
Printed Name and Title John R. Batiste, Chief		Date <i>6/11/07</i>
		Printed Name and Title Richard A. Heath Sr. Associate Vice President Washington State University

APPROVED AS TO FORM BY THE OFFICE OF THE ATTORNEY GENERAL 4/23/07

Recommended by: *Kathy Dahmen 6/11/07*

WSP GENERAL SERVICES AGREEMENT (Continued)

1. **Statement of Work.** WSP shall perform services for the Purchaser in accordance with Exhibit A, Statement of Work, which is attached hereto and incorporated herein.
2. **Fees.** The Purchaser shall reimburse WSP for services rendered under the terms of this Agreement according to the rates and fees established in Exhibit A, Statement of Work.
3. **Payment for Services.** WSP shall bill the Purchaser no more than once per month in accordance with this Agreement. WSP shall send billings to the Purchaser billing address identified on Page 1 of this Agreement. The Purchaser shall reimburse WSP within 30 days of receipt of billing from WSP.

4. **Definitions.**

"Agreement" means this General Services Agreement, including all documents attached or incorporated by reference, and any amendments executed in accordance with this Agreement.

"Purchaser" means the entity purchasing services as defined in Exhibit A, Statement of Work, from WSP, and includes the Purchaser's officers, directors, trustees, employees and/or agents unless otherwise stated in this Agreement. For the purposes of this agreement, the Purchaser shall not be considered an employee or agent of WSP.

"WSP" means the State of Washington, Washington State Patrol, federal employer identification number 91-6001127, and its officers, directors, trustees, employees and/or agents. For the purposes of this agreement WSP shall not be considered an employee or agent of the Purchaser.

5. **Assignment.** The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express written consent of the other party.
6. **Agreement Alterations and Amendments.** WSP and the Purchaser may mutually amend this Agreement. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind WSP and the Purchaser.
7. **Compliance with Civil Rights Laws.** During the period of performance for this Agreement, both parties shall comply with all federal and state nondiscrimination laws.
8. **Disputes.** In the event a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: The Chief of WSP shall appoint a member to the Dispute Board. The Purchaser shall appoint a member to the Dispute Board. The Chief of WSP and the Purchaser shall jointly appoint a member to the Dispute Board. The Dispute Board shall evaluate the dispute and make a determination of the dispute. The determination of the Dispute Board shall be final and binding to all parties to this Agreement.
9. **Governing Law.** This Contract shall be governed in all respects by the laws of the State of Washington. The jurisdiction for any action hereunder shall be the Superior Court for the State of Washington. The venue of any action hereunder shall be in the Superior Court for Thurston County, State of Washington.
10. **Indemnification.** The Purchaser shall be responsible for and shall indemnify and hold WSP harmless for all claims resulting from the acts or omissions of the Purchaser.

WSP GENERAL SERVICES AGREEMENT (Continued)

11. **Maintenance of Records.** During the term of this Agreement and for six years following termination or expiration of this Agreement, both parties shall maintain records sufficient to document:
- Performance of all acts required by statute, regulation, rule, or this Agreement;
 - Substantiate the parties' statement of its organization's structure, tax status, capabilities and performance; and
 - Demonstrate accounting procedures, practices and records which sufficiently and properly document WSP's invoices to the Purchaser and all expenditures made by WSP to perform as required by this Agreement.
12. **Order of Precedence.** In the event of any 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 to:
- Applicable federal and state law, regulations and rules;
Exhibit A, Statement of Work;
Any other provision of this Agreement; and
Any document incorporated by reference.
13. **Personnel.** WSP employees performing work under the terms of this Agreement shall be under the direct command and control of the Chief of WSP or designee, and shall perform duties required under this Agreement in a manner consistent with WSP policy and regulations, and applicable federal, state and local laws. The assignment of WSP personnel under this Agreement shall be at the discretion of the Chief of WSP or designee.
14. **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.
15. **Termination.** Except as otherwise provided in this Agreement, either party may terminate this Agreement, in whole or in part, upon thirty (30) calendar days written notification. If this Agreement is so terminated, the terminating party shall be liable only for performance in accordance with the terms of this Agreement for performance rendered prior to the effective date of termination.
16. **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 writing and signed by an authorized representative of the party and attached to the original Agreement.

STATEMENT OF WORK

1. Statement of Work.

WSP maintains an emergency communications system within the State of Washington. The purpose of this Agreement is to provide the use of this system to the Purchaser. WSP will provide a 4-wire circuit between Striped Peak and Spokane (Washington) for base station control.

The services provided by WSP under this Agreement shall be performed by WSP employees. The priority for work to be performed under this Agreement shall be at the discretion of WSP, taking into consideration the situation and the statutory requirements of both WSP and the Purchaser. The Purchaser shall not be responsible for any monthly service fee for any month in which no microwave services were received by the Purchaser.

2. Fees.

The Purchaser shall reimburse WSP at a rate of \$102 per month to the services described above.