

WSP No. C070555GSC

INTERAGENCY AGREEMENT  
BETWEENWSU Contract No. 13901STATE OF WASHINGTON  
WASHINGTON STATE PATROL  
AND  
WASHINGTON STATE UNIVERSITY

**THIS AGREEMENT**, pursuant to Chapter 39.34 RCW, is made and entered into by and between the Washington State Patrol, ATTN: District 4 Headquarters, 6403 W. Rowand Road, Spokane WA 99224-5325, hereinafter referred to as "WSP;" and Washington State University, ATTN: Department of Intercollegiate Athletics, PO Box 641602, Pullman WA 99164-1602, an institution of higher education in the State of Washington, hereinafter referred to as "WSU."

**IT IS THE PURPOSE OF THIS AGREEMENT** to provide field security at Martin Stadium before, during and after the Apple Cup on November 18, 2006.

**IT IS, THEREFORE, MUTUALLY AGREED THAT:**

**STATEMENT OF WORK**

WSP shall provide twenty-one (21) troopers, three (3) sergeants and one (1) lieutenant for field security.

**PERIOD OF PERFORMANCE**

Subject to its other provisions, the period of performance of this Agreement shall commence and be completed on November 18, 2006 unless terminated sooner as provided herein.

**IN CONSIDERATION WHEREOF:**

WSU shall reimburse WSP for the following costs:

- Overtime salary and benefits for actual hours worked by WSP officers during this Agreement; or a minimum of two (2) hours of overtime salaries and benefits for each WSP officer, whichever is greater;
- Portal-to-portal mileage for WSP vehicles used in performance of this Agreement at current State of Washington mileage reimbursement rates;
- The cost of bus transportation for WSP officers, not to exceed \$650.
- The cost of providing a lunch meal to WSP officers performing under this Agreement, not to exceed \$275.
- Support costs calculated at 35% of total salaries and benefits charged to the Purchaser under this agreement.

**BILLING PROCEDURE**

WSU shall reimburse WSP upon receipt of properly executed vouchers. Claims for payment submitted by WSP to WSU, Department of Intercollegiate Athletics, for costs due and payable under this Agreement that were incurred prior to the expiration date shall be paid by WSU if received by WSU within 90 days after the expiration date.

**GENERAL PROVISIONS**

WSP staff providing services under the terms of this Agreement shall be under the direct command and control of the Chief of WSP or designee and shall perform the duties required by this Agreement in a manner consistent with WSP policy and regulations, applicable state and local laws, and the Constitutions of the State of Washington and the United States. The assignment of

personnel to accomplish the purpose of this Agreement shall be at the discretion of the Chief of WSP or designee.

#### **NONDISCRIMINATION**

In the performance of this Agreement, both parties shall comply with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC 200d); Section 504 of the Rehabilitation Act of 1973 (29 USC 794); Chapter 49.60 Revised Code of Washington; and Title I of the Americans with Disabilities Act (42 USC 12111-12117), as now or hereafter amended. Both parties shall not discriminate on the grounds of race, color, national origin, sex, religion, marital status, age, creed, Vietnam-era and disabled status, or the presence of any sensory, mental, or physical handicap.

#### **RECORDS MAINTENANCE**

Both parties to this Agreement 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 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. Both parties shall retain all books, records, documents, and other material relevant to this Agreement 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.

#### **AGREEMENT MANAGEMENT**

The work described herein shall be performed under the coordination of Steve Hansen, Chief of the WSU Police Department, and Lieutenant Bob Kerwin of WSP, or their successors or designees. They shall provide assistance and guidance to the other party necessary for the performance of this Agreement.

#### **INDEMNIFICATION**

Each party shall defend, protect and hold harmless the other party from and against all claims, suits and/or actions arising from any negligent act or omission of that party's employees, agents, and/or authorized subcontractor(s) while performing this Agreement.

#### **AGREEMENT ALTERATIONS AND AMENDMENTS**

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.

#### **TERMINATION**

Except as otherwise provided in this Agreement, either party may terminate this Agreement upon thirty (30) days' written notification to the other party. 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 prior to the effective date of termination.

#### **SAVINGS**

In the event funding from state, federal or other sources is withdrawn, reduced or limited in any way after the effective date of this Agreement and prior to normal completion, WSP may terminate the Agreement under the Termination clause, subject to renegotiation under those new funding limitations and conditions.

#### **DISPUTES**

In the event that a dispute arises under this Agreement, it shall be determined in the following manner: The Chief of WSP shall appoint one member to the Dispute Board. WSU shall appoint one member to the Dispute Board. The Chief of WSP and WSU shall jointly appoint an additional 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 on

the parties hereto. If applicable and as an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

**ORDER OF PRECEDENCE**

In the event of any inconsistency in the terms of this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable federal and state statutes and regulations;
2. Special Terms and Conditions contained in the Statement of Work
3. General Terms and Conditions contained in this Agreement
4. Any other provisions of the Agreement, whether incorporated by reference or otherwise.

**ALL WRITINGS CONTAINED HEREIN**

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.

**IN WITNESS WHEREOF**, the parties have executed this Agreement.

State of Washington  
Washington State Patrol

Washington State University

  
\_\_\_\_\_  
John R. Batiste, Chief

Recommended by:

  
\_\_\_\_\_  
Department of Intercollegiate Athletics Date 11/1/06

*Agree*

11/10/06  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Budget and Fiscal Services Date

Approved by:

  
\_\_\_\_\_  
Business Affairs Date 11/1/06

Reviewed and Accepted:

  
\_\_\_\_\_  
WSU Chief of Police Date 11/01/06

APPROVED AS TO FORM BY THE OFFICE OF THE ATTORNEY GENERAL 2/12/02