

# **INTERAGENCY AGREEMENT**

**BETWEEN**

**WASHINGTON HORSE RACING COMMISSION**

**AND**

**WASHINGTON STATE UNIVERSITY  
COLLEGE OF VETERINARY MEDICINE  
WASHINGTON ANIMAL DISEASE DIAGNOSTIC  
LABORATORY**

This Agreement is made and entered into by and between the Washington Horse Racing Commission, an agency of the state of Washington, hereinafter referred to as "WHRC", and Washington State University, an institution of higher education and agency of the state of Washington, by and through its College of Veterinary Medicine, Washington Animal Disease Diagnostic Laboratory, hereinafter referred to as "WADDL".

## **RECITALS:**

WHRC and WADDL believe this Agreement will be beneficial to the regulation of parimutuel horse racing and improvement of equine health in the State of Washington and elsewhere. Through thorough investigation of equine deaths, the WHRC and WADDL believe information may be obtained that can lead to improved methods of prevention of serious injury and death of horses participating in horse racing. It is the purpose of this Agreement to perform postmortem examinations of racehorses to detect the cause of death and other information, which may be of value to the WHRC and the horse racing industry in the State of Washington.

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

### **1. STATEMENT OF WORK**

WADDL shall furnish the necessary expertise, labor, materials, equipment and facilities necessary to the performance of the work. The work will consist of postmortem examination of dead horses submitted to WADDL from WHRC. The level and extent of the postmortem examination will be decided by the WADDL pathologist of record for that particular submission, within the following guidelines:

- A. Performance of gross necropsy examination will be done on all dead horses submitted from WHRC. A microscopic examination (histopathology) will be performed on visceral organs, including brain. Histopathology on select bone lesions may also be performed at the discretion of the pathologist of record for the case.
- B. Prior to necropsy, for all traumatic injury cases (e.g. bone fracture, luxation, tendon rupture, etc.) and some non-traumatic fatalities, the injured and contralateral limb will be collected for diagnostic imaging by the WSU Veterinary Teaching Hospital Radiology Department. Lesions identified with diagnostic imaging will be dissected and photodocumented during the gross necropsy examination.
- C. Performance of ancillary testing within WADDL, such as bacteriology, virology, toxicology, parasitology, immunodiagnosics, or molecular diagnostics, at the discretion of the pathologist of record in order to obtain an accurate diagnosis.
- D. Performance of ancillary testing, as outlined in section C, sent outside of WADDL when such testing is not available within WADDL, at the discretion of the pathologist of record in accordance with current WADDL operating procedures in order to obtain an accurate diagnosis.

WHRC shall provide transportation of the deceased animal to WADDL, information necessary to the identification of the deceased animal, and such other information within its control that WHRC believes would be beneficial to the performance of postmortem examinations. WADDL shall provide to WHRC the records relating to its postmortem examinations including a report explaining the findings of the examination. WHRC shall be responsible for the retention of records of postmortem examinations as performed hereunder.

**2. PAYMENT AND BILLING**

For cases requiring diagnostic imaging and musculoskeletal lesion dissection, WHRC shall pay WADDL \$400 per animal for the performance of the necropsy and ancillary diagnostic testing. Diagnostic imaging of limbs will be performed by the WSU Veterinary Teaching Hospital Radiology Department and charges for the diagnostic imaging will be invoiced through the WSU Veterinary Teaching Hospital and are not included in the above necropsy and ancillary diagnostic testing costs under this Agreement.

For cases not requiring musculoskeletal dissection the WHRC shall pay WADDL for the performance of work under this Agreement according to the current WADDL Fee schedule as posted on the WADDL website (<http://waddl.vetmed.wsu.edu/fee-schedule>). Payment shall be remitted to WADDL within thirty (30) days of receipt by WHRC of WADDL invoice. Fees may be subject to change without notice. No payments in advance or in anticipation of services to be provided under this Contract shall be made by the WHRC.

**3. PERIOD OF PERFORMANCE**

Subject to its other provisions, the period of performance of this Agreement shall commence ~~May 1~~ <sup>July 1</sup>, 2016 and shall continue until ~~April~~ <sup>June</sup> 30, 2021, unless terminated sooner as provided herein. This agreement may be extended by written mutual agreement executed by both parties.

#### **4. RECORDS MAINTENANCE**

The parties to this Agreement shall each maintain books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) 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. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration of this contract.

#### **5. NONDISCRIMINATION**

During the performance of this Contract, the parties shall comply with all applicable federal and state laws and regulations pertaining to discrimination.

#### **6. INDEPENDENT CAPACITY**

The employees and/or agents of each party who are engaged in the performance of this Agreement shall continue to be employees and agents of that party and shall not be considered for any purposes to be the employees or agents of the other party.

#### **7. RIGHTS IN DATA**

Unless otherwise provided, any data that originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by WADDL. 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. Notwithstanding this provision, WHRC will have a nonexclusive and irrevocable right to use all data in the records relating to its postmortem examinations including a report explaining the findings of the examination for any purpose related to this agreement including the regulation of parimutuel horse racing and improvement of equine health in the State of Washington, which right shall not be impaired by WSU. WHRC shall be responsible for the retention of records of postmortem examinations as performed hereunder supplied to it under paragraph 1 above.

#### **8. INDEMNIFICATION**

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

#### **9. AGREEMENT ALTERATIONS AND AMENDMENTS**

WHRC and WADDL may mutually agree to amend this Agreement. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind WHRC and WSU-WADDL.

#### **10. TERMINATION FOR CONVENIENCE**

Either party may terminate this Agreement upon thirty (30) days' written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

**11. 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 15 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.

**12. DISPUTES**

In the event a dispute arises under this Agreement that cannot be resolved by the parties, the parties agree to allow the dispute to be decided by a Dispute Panel as follows: each party to this Agreement shall appoint one member to the Dispute Panel, and the members so appointed shall jointly appoint an additional member to the Dispute Panel. The Dispute Panel shall review the facts, contract terms, and applicable statutes, rules and regulations and make a determination of the dispute. The determination of the Dispute Panel shall be final and binding on the parties hereto.

**13. CONTRACT ADMINISTRATION**

The WHRC will assign its Executive Secretary as Coordinator of the WHRC activities required herein. WADDL will assign its Director of Operations as Coordinator of the WADDL activities required herein, and all notices or official communications, which may be required under this Agreement, should be given as follows:

**NOTICE TO WHRC:**

Executive Secretary  
Washington Horse Racing Commission  
6326 Martin Way E, Suite 209  
Olympia, Washington 98516

**NOTICE TO WADDL:**

Kevin Snekvik, Director of Operations  
Washington State University-WADDL  
P.O. Box 647034  
Pullman, Washington 99164-7034

**14. MISCELLANEOUS PROVISIONS**

A. Applicable Law. This Agreement shall be governed by and interpreted under the laws of the state of Washington. 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 in the following order:

1. applicable state and federal statutes and rules;
2. statement of work; and
3. any other provision of this Agreement, including materials incorporated by reference.

B. Venue. Any action related to this Agreement shall be filed in Whitman County Superior Court.

C. 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.

D. Entire Agreement. This is the entire Agreement of the parties in relation to this subject and supersedes all prior verbal or written agreements, representations, or understandings between the parties.

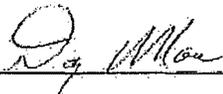
E. Severability. The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

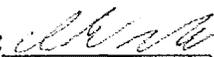
F. Assignment. The work to be provided under this Agreement, and any claim arising under this Agreement, is not assignable or delegable by any party in whole or in part, without the express, prior written consent of the other party, which consent shall not be unreasonably withheld.

#### 15. SIGNATURES

The parties affirm that the individuals designated below have signature authority for the parties, and by their signatures on this Agreement, the parties agree to all of its terms and conditions.

#### WASHINGTON HORSE RACING COMMISSION

By:   
Title: Executive Secretary  
Date: 6-30-16

Approved As to Form: 

Title: Assistant Attorney General

Date: 6-30-16

#### WASHINGTON STATE UNIVERSITY

Approved By:  6/20/16

Name: Amanda Owen  
Title: Contracts Manager  
Financial Services  
Washington State University