

INTERLOCAL AGREEMENT

This Agreement (the "Agreement") is between Washington State University, an institution of higher education and agency of the state of Washington, by and through its Athletics Department ("WSU"), and the Colfax Police Department, a political subdivision of the state of Washington ("CITY").

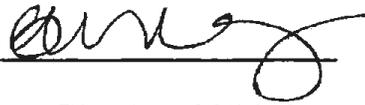
The Parties agree as follows:

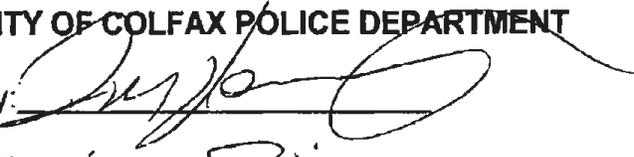
1. **PERFORMANCE**. The CITY shall provide law enforcement officers to support the WSU Police Department in crowd management and control during WSU home football and men's home basketball games in Pullman, Washington. Also, the CITY may provide law enforcement officers to support WSU Police at women's basketball games and other Athletic events on an as needed basis. The anticipated number of officers to be supplied shall be two (2) officers unless otherwise agreed and one (1) supervisor for football games and up to two (2) officers per men's basketball game. The number of officers supplied for women's basketball games and other Athletic events will be determined prior to the respective events. For football games each officer shall work eight (8) hours per game (including one (1) hour of travel) and for basketball games each officer shall work five (5) hours per game (including one (1) hour of travel). Hours for other Athletic events will be agreed to prior to each event. The WSU Police Department shall notify the CITY of the exact number of officers needed for each game at least 5 days prior to each game.
2. **AGREEMENT TERM**. This Agreement shall commence on September 5, 2015, and continue through June 30, 2016, unless terminated earlier.
3. **COMPENSATION**. WSU shall pay the CITY at the rate of forty-eight dollars and fifty cents (\$48.50) per hour per deputy and fifty-nine dollars and twenty-five cents (\$59.25) per hour per supervisor as full compensation for all services furnished under this Agreement.
4. **PAYMENT**. WSU shall send payment to the City of Colfax Police Department, 400 N. Mill Street, Colfax, WA 99111. Payment shall be made within thirty (30) days of receipt of invoice from the CITY. *Invoice for services is to be sent to Tammy Small, WSU Athletics, PO Box 641602, Pullman, WA 99164-1602 for processing.*
5. **COMPLIANCE WITH LAWS**. Each party shall comply with all applicable federal, state and local laws and regulations.
6. **ASSIGNMENT**. This Agreement is binding on the parties and their heirs, successors and assigns. Neither party may assign, transfer or subcontract its interest, in whole or in part, in this Agreement without the other party's prior written consent.

7. **DISPUTES.** This Agreement shall be performed under the laws of the state of Washington. Any litigation to enforce this Agreement or any of its provisions shall be brought in Whitman County, Washington.
8. **AMENDMENTS.** This Agreement may be amended at any time upon the mutual written consent of the parties.
9. **ANTI-KICKBACK.** No officer or employee of the CITY having the power or duty to perform an official act or action related to this Agreement shall have or acquire any interest in the Agreement, or have solicited, accepted or granted a present or future gift, service or other thing of value from or to any person involved in this Agreement.
10. **TERMINATION.** Either party may terminate this Agreement with ten (10) days prior written notice to the other party. In the event of such termination, WSU shall pay the CITY for all work previously authorized and performed prior to the termination date.
11. **INDEMNIFICATION.** Each party to this Agreement is responsible for its own acts and omissions and those of its deputies, employees and agents. Neither party to this Agreement is responsible for the acts or omissions of third parties.
12. **SEVERABILITY.** In the event any provision of this Agreement is held to be invalid, the remaining provisions of the Agreement shall continue in full force and effect.
13. **NON-DISCRIMINATION.** No individual shall be excluded from participation in, denied the benefit of, subject to discrimination under, or be denied employment in the administration of or in connection with this Agreement because of race, color, creed, marital status, familial status, religion, sex, sexual orientation, national origin, Vietnam era or veteran's status, age or disability. The parties shall comply with all applicable federal, state and local nondiscrimination laws, regulations and policies.

WASHINGTON STATE UNIVERSITY

CITY OF COLFAX POLICE DEPARTMENT

By: 

By: 

Title: Deputy Director of Athletics

Title: Chief of Police

Date: 8/24/15

Date: 08 24 15

By: 

Title: Amanda N. Owen
Contracts Manager
Washington State University

Date: 8/27/15