

INTERLOCAL AGREEMENT
Between Washington State University and the United States Air Force ROTC Detachment 905

This Agreement is made pursuant to the authority granted in Chapter 39.34 RCW between Washington State University, an institution of higher education and agency of the state of Washington ("WSU"), and the United States Air Force ROTC Detachment 905 established under laws of the United States ("Detachment 905").

RECITALS

- A. Detachment 905 desires to use the WSU motor pool vehicles described herein to facilitate the training and orientation of Detachment 905 ROTC students enrolled at WSU and the University of Idaho by transporting them to a scheduled base visit to Joint Base Lewis-McChord, Tacoma WA, from March 14 through March 17, 2016.
- B. WSU has determined it is consistent with the purposes of Chapter 39.34 RCW to allow Detachment 905 to use the described equipment under the terms set forth below.

TERMS

In consideration of the mutual covenants and conditions contained in this Agreement, WSU and Detachment 905 agree as follows:

1.0 Description of Equipment.

WSU agrees to allow Detachment 905 to use certain motorized vehicles as more particularly described in Section 3.1 herein ("Equipment").

2.0 Term.

The Equipment shall be used by Detachment 905 for the term beginning on March 14, 2016, and ending no later than March 17, 2016. Either party may terminate this Agreement at its option by giving three (3) days written notice.

3.0 Payment and Billing.

3.1 WSU shall be reimbursed by Detachment 905 for the full cost of providing the Equipment set forth below in accordance with the terms of this Agreement. **The parties have estimated that the cost shall not exceed \$1,200.00.** Payment shall not exceed this amount unless the parties mutually agree to a higher amount prior to the commencement of any undertaking which will cause the maximum to be exceeded. Compensation for the use of Equipment shall be based on the following rates and in accordance with the following terms:

Class	Rate Per Day	Quantity Provided	WSU ID#
7 Pass Van	\$54.65	4	
	\$		
	\$		

Vehicles are full of gas when picked up. If not filled up when returned, WSU Motor Pool will fuel vehicles at the Motor Pool fuel site upon return and charge at the current Pullman retail price.

Unlimited mileage for sedans. All other vehicles are limited to 225 miles per day, with a premium charge of \$.22 per mile for over 225 miles per day.

3.2 Detachment 905 shall pay WSU within thirty (30) days of invoicing. Penalties for late payments (defined as those paid beyond thirty (30) days after receipt of invoice) shall be assessed at the rate of one percent (1%) per month. Invoices shall be submitted to:

U.S.A.F. ROTC Program
 Attn: Col. Downing
 404 Krugal Hall, WSU Campus
 Pullman, WA 99164

Payments shall be made to:

Washington State University Motor Pool
 Attn: Dennis Rovetto
 P.O. Box 641075
 Pullman, WA 99164-1075

4.0 Delivery and Return; Driving Requirements.

Detachment 905 will take delivery of the vehicles at the WSU Motor Pool in the Markley Services Building on Grimes Way in Pullman no later than 10:00 a.m. on March 14, 2016, and shall return the vehicles to the same location no later than 5:00 p.m. on March 17, 2016.

Any person driving a WSU motor vehicle must:

- Be on official Detachment 905 business.
- Be at least 18 years of age.
- Have at least two years of driving experience.
- Possess a valid driver's license and any insurance as required by appropriate laws, rules, and/or regulations. The license must be in the operator's possession while he or she is driving a WSU vehicle.

- **5.0 Indemnity and Insurance**

5.1 As an entity of the federal government, Detachment 905 is subject to liability as required under federal law. Any claims will be filed through the standard procedures established by the Air Force.

5.2 WSU shall promptly notify the Detachment 905 officer in charge of the WSU Air Force ROTC Detachment 905 program of any such claim of which it has knowledge and shall cooperate fully with the Air Force or its representatives in the defense of the same.

6.0 Assignment.

Without WSU's prior written consent, Detachment 905 shall not transfer, pledge or otherwise dispose of this Rental or any interest therein.

7.0 Ownership, Personal Property.

The Equipment is, and shall at all times remain, the property of WSU. Detachment 905 shall have no right, title or interest therein.

8.0 Notice.

Any notices, consent, or request from either party to the other party as may be required hereunder must be given as follows:

Detachment 905:

WSU: Washington State University
Office of Business & Finance
P.O. Box 641045
Pullman, WA 99164-1045

or to such other addressee as may be hereafter designated by written notice. All such notices shall be effective only when received by the addressee.

9.0 Severability.

If any provision of this Agreement shall be determined to be void, invalid, unenforceable or illegal for any reason, it shall be ineffective only to the extent of such prohibition and the validity and enforceability of all the remaining provisions shall not be affected thereby.

10.0 Independent Capacity.

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

11.0 Entire Agreement; Modification.

This Agreement (and its attachments, if any) contains all the terms between the parties and may be amended only in writing signed by both parties.

12.0 Records Maintenance.

The 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 duties 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 Washington State Auditor, and federal officials so authorized by law. All books, records, documents and other material relevant to this Agreement maintained by WSU will be retained for six years after expiration and the Office of the Washington 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. Detachment 905 will dispose of any such material in accordance with Air Force established procedures.

13. Disputes.

In the event that a dispute arises under this Agreement the parties can't resolve, any disputes will be decided in accordance with Air Force and federal law.

14.0 Time of Essence.

Time is of the essence in this Agreement.

15.0 Non Waiver.

No delay or failure to enforce any provision of this Agreement shall constitute a waiver or limitation of rights enforceable under this Agreement.

16.0 Counterparts.

This Agreement may be executed in any number of counterparts and once so executed by all parties thereto, each such counterpart shall be deemed to be an original instrument but all such counterparts together shall constitute but one agreement.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement as follows:

Washington State University



Dan Costello,
Assistant Vice President, Facility Services

3/11/16

Date

United States Air Force ROTC Detachment 905



Name: GLEN R. DOWNING, COL, USAF
Title: COMMANDER

3/11/16

Date

Approved:



Amanda N. Owen,
Contracts Manager

3/14/16

Date