

WASHINGTON STATE PATROL INTERAGENCY AGREEMENT Forensic Services		WSP Contract No. K11962
		Other Contract No. <u>23844</u>
This Agreement is between the State of Washington, Washington State Patrol (WSP) and the Public Agency identified below, and is issued pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW,		
PUBLIC AGENCY NAME Washington State University	Statewide Vendor Registration Number SWV 0000107-00	
Public Agency Location Address Dept. of Chemistry PO Box 644630 Pullman WA 98164-4630	Public Agency Mailing Address (if different from location address)	
Public Agency Project Manager Name & Title Dr. Herbert H. Hill, Jr. WSU Regents Professor	Public Agency Administrative Contact & Email	
Public Agency Project Manager Email hhill@wsu.edu	Public Agency Project Manager Telephone <u>509-335-5648</u>	
WSP CONTACT INFORMATION		
WSP Project Manager Name and Title Dr. Fiona Couper, State Toxicologist	WSP Project Manager Address 2203 Airport Way S., Ste. 360 Seattle, WA 98105	
Telephone 206 262 6100	E-mail Address Fiona.Couper@wsp.wa.gov	
WSP Administrative Contact Name and Title Rebecca Kirby Contracts Specialist	WSP Administrative Contact Address PO Box 42602 Olympia WA 98504-2602	
Telephone 360-596-4071	E-mail Address Rebecca.Kirby@wsp.wa.gov	
FEDERAL ASSISTANCE INFORMATION		
Is the Public Agency a sub-recipient of federal assistance for the purposes of this agreement? <input type="checkbox"/> Yes <input type="checkbox"/> No	CFDA Number(s)	
Federal Grant Award Name	Federal Grant Award Number	
Is this agreement funded by a federal award for research and development? <input type="checkbox"/> Yes <input type="checkbox"/> No	Federal Award Year	
Agreement Start Date <u>DOE 5/25/16</u>	Agreement End Date <u>1-year from DOE 5/25/17</u>	Maximum Agreement Amount Actual Costs, See Exhibit A
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 PUBLIC AGENCY:
WSP Signature <u>[Signature]</u>	Date <u>5/25/16</u>	Public Agency Signature <u>[Signature]</u>
Printed Name and Title John R. Ballate, Chief		Date <u>5-20-16</u>
		Printed Name and Title Amanda N. Owen Contracts Manager Washington State University

WSP INTERAGENCY AGREEMENT (Continued)

1. **Definitions.**
"Agreement" means this Interagency Agreement, including all documents attached or incorporated by reference.
"Purchaser" means the Public Agency and its 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, and its officers, directors, trustees, employees and/or agents.
2. **Statement of Work.** WSP shall perform the services, and the Purchaser shall pay for such services, as set forth in Exhibit A, Statement of Work, which is attached hereto and incorporated herein.
3. **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.
4. **Payment for Services.** WSP shall bill the Purchaser no more than once per month in accordance with this Agreement. WSP shall send billings and all related backup documents to the Purchaser billing address identified on Page 1 of this Agreement. The Purchaser shall reimburse WSP within 30 days of receipt of billing and support from WSP. Unless otherwise permitted Purchaser shall not pay any claims for services submitted more than sixty (60) days after the calendar month in which the services were performed.
5. **Billing Procedure.** Purchaser shall reimburse WSP according to Exhibit A, Statement of Work, for work performed to the satisfaction of the Purchaser's Project Manager. Compensation for services rendered shall be payable upon receipt of properly completed invoices, which shall be submitted not more often than monthly to the Purchaser's Project Manager. The invoices shall describe and document to the Purchaser's satisfaction a description of the work performed, activities accomplished, the progress of the project, and fees and expenses. All invoices submitted for payment by WSP shall reference the interagency Agreement number and WSP's Statewide Vendor registration number. WSP shall submit the final invoice not later than 60 days from the Agreement End Date.
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. **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.
8. **Compliance with Civil Rights Laws.** During the period of performance for this Agreement, both parties shall comply with all federal and state nondiscrimination laws.
9. **Disputes.** In the event that 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. As an alternative to this process and if applicable, 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.
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 shall be responsible for and shall indemnify and hold the Purchaser harmless for all claims resulting from the acts or omissions of WSP and its subcontractors.
11. **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 purpose to be employees or agents of the other party.

WSP INTERAGENCY AGREEMENT (Continued)

12. **Inspection; Maintenance of Records.** During the term of this Agreement and for one year following termination or expiration of this Agreement, the Purchaser shall give reasonable access to the Purchaser's place of business and records to WSP and any other employee or agent of the State of Washington or the United States of America for the purpose of inspecting the Purchaser's place of business and its records, and monitoring, auditing and evaluating the Purchaser's performance and compliance with applicable laws, regulations, rules and this Agreement.

During the term of this Agreement and for six years following termination or expiration of this Agreement, the Purchaser shall maintain records sufficient to document (i) performance of all acts required by statute, regulation, rule, or this Agreement; (ii) substantiate the Purchaser's statement of its organization's structure, tax status, capabilities and performance; and (iii) demonstrate accounting procedures, practices and records which sufficiently and properly document the Purchaser's invoices to WSP and all expenditures made by the Purchaser to perform as required by this Agreement.

13. **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.

14. **Personnel.** WSP officers 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.

15. **Rights in Data.** Unless otherwise provided, data which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by Purchaser. 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 copyrights, patent, register, and the ability to transfer these rights.

16. **Savings.** In the event that funds WSP or Purchaser relied upon to establish this Agreement are withdrawn, reduced or limited, or if additional or modified conditions are placed on such funding, WSP or Purchaser may immediately terminate this Agreement by providing written notice to the other party. This termination shall be effective on the date specified in the notice of termination.

17. **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.

18. **Single Audit Act Compliance.** If the Purchaser is a subrecipient of a federal award as identified on Page 1 of this Agreement, the Purchaser shall comply with Office of Management and Budget (OMB) Guidance for Grants and Agreements, 2 CFR 200; Subpart F —Audit Requirements.

19. **Statewide Vendor Payment Registration. Statewide Payee Registration.** The Purchaser is required to be registered as a Statewide Payee prior to submitting a request for payment under this Agreement. The Washington State Department of Enterprise Services (DES) maintains the Statewide Payee Registration System; to obtain registration materials go to <http://www.des.wa.gov/services/ContractingPurchasing/BusinessVendorPay/Pages/default.aspx>.

20. **Subcontracting.** Except as otherwise provided in this Agreement, WSP may not subcontract for any of the services provided under this Agreement except with the prior, written approval of the Purchaser. WSP shall be responsible for the acts and omissions of any subcontractor.

WSP INTERAGENCY AGREEMENT (Continued)

21. **Termination.** Except as otherwise provided in this Agreement, either party may terminate this Agreement 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.
22. **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.
23. **Governing Law.** Likewise, nothing in this Agreement shall be construed as a waiver of the State of Washington's right to be subjected to suit only in the superior courts of the State of Washington or a waiver of any form of immunity, including but not limited to, sovereign immunity and immunity based on the Eleventh Amendment to the United States Constitution. Further, the State of Washington, the Washington State Patrol, and its officers, agents, and employees shall be subject to no liability arising out of this agreement that would not be recognized and enforced against them by the superior courts of the State of Washington.

WSP INTERAGENCY AGREEMENT (Continued)

EXHIBIT A

STATEMENT OF WORK

PURPOSE. It is the purpose of this Agreement to provide forensic services for Washington State University (WSU) for research blood samples submitted to WSP related to their project titled "*Correlation of post-cannabis smoking human blood concentration with detection levels from human breath by a breathalyzer-ion mobility spectrometer*". The WSP Toxicology Laboratory Division will receive properly packaged biological samples for the purpose of examining the items for the presence of delta⁹-THC (THC) and carboxy-THC. A summary report will be provided for each sample submitted, and the samples will be retained for at least 3 months after testing is complete. WSP Toxicology Laboratory Division will maintain accreditation, and use qualified forensic scientists and approved procedures through the length of the contract.

- Any time samples are submitted, they must be submitted to the Toxicology Laboratory Division located at: 2203 Airport Way South, Seattle WA 98134.

SERVICE DETAIL.

The period of performance of this Agreement shall be for one year, unless terminated sooner as provided in the agreement.

Budget

- a. Biological Sample Analysis. The WSU shall reimburse WSP at a rate of \$136.15 per blood sample analyzed. The WSU shall be responsible for the costs associated with the delivery of samples to the WSP Toxicology Laboratory Division.

Use of Data, and Publications

- a. Use of WSP Data. WSP data/results may not be used by WSU or its agents for any other use as described by this Agreement without the express prior written consent of the WSP Executive Director or other authorized representative of the Washington State Patrol (e.g. State Toxicologist).
- b. Rights in Information. WSU agrees to provide, if requested, copies of any research papers or reports prepared as a result of obtaining THC/carboxy-THC blood results under this Agreement, for WSP review prior to publishing or distribution.