

WASHINGTON STATE PATROL PROFESSIONAL SERVICE CONTRACT		WSU Contract No. SPC006220	
Security Services		WSP Contract No. K20012	
This Contract is between the State of Washington, Washington State Patrol hereinafter referred to as WSP, and the Contractor identified below, hereinafter referred to as Contractor, and is governed by chapter 39.26 RCW.			
Contractor			
Contractor Business Name: WSU Athletics		Doing Business As (DBA):	
Address: PO Box 641602 Pullman WA 99164-1602		Statewide Vendor Registration Number: SWV#	
Contract Manager Name and Title: Nils Sjodin		Telephone: 509-335-3595	
E-mail: nils.sjodin@wsu.edu		Administrative or Billing Contact Name and Email	
WSP Contract Manager			
Contract Manager Name and Title: Sgt. Greg Riddell		Address: PO Box 19130 Spokane WA 99219-9130	
Telephone: 509-936-0332		E-mail: Greg.Riddell@wsp.wa.gov	
WSP Contract Specialist			
Name and Title: Mitchel Craig, Contracts Specialist		Address: PO Box 42602 106 11 th Ave SW, Ste. 3100 Olympia WA 98504-2602	
Telephone: 360596-4076		E-mail: Mitchel.Craig@wsp.wa.gov	
Contract Details			
Contract Start Date	Contract End Date	Contract Maximum Amount	
1/27/2024	5/31/2025	See Exhibit B, Statement of Work	
ATTACHMENTS. When the boxes below are marked with an X, the following Exhibits are attached to and incorporated into this Contract by reference:			
<input checked="" type="checkbox"/> Exhibit A, Terms and Conditions <input checked="" type="checkbox"/> Exhibit B, Statement of Work <input checked="" type="checkbox"/> Exhibit C, Estimated Hourly Rates-Voluntary Overtime <input type="checkbox"/> Additional Exhibits as specified:			
This Contract, 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 Contract shall be deemed to exist or bind the parties. The parties signing below warrant that they have read and understand this Contract and have the authority to enter into this Contract.			
FOR THE WASHINGTON STATE PATROL:		FOR THE CONTRACTOR:	
WSP Signature	Date	Contractor Signature	Date
			1/26/2024
Printed Name and Title For: John R. Batiste, Chief		Printed Name and Title Heather Davison Contract Manager Procurement & Contract Services Washington State University	

WSP Contract No.K20012

Exhibit A

Terms and Conditions

1. **Statement of Work.** WSP shall perform services for the Purchaser in accordance with Exhibit B, Statement of Work, which is attached hereto and incorporated herein.
2. **Fees.** The Purchaser shall reimburse WSP for services rendered under the terms of this Agreement according to the rates and fees established in Exhibit B, Statement of Work.
3. **Payment for Services.** WSP shall bill the Purchaser no more than once per month in accordance with this Agreement. WSP shall send billings to the Purchaser billing address identified on Page 1 of this Agreement. The Purchaser shall reimburse WSP within 30 days of receipt of billing from WSP.
4. **Definitions.**

“Agreement” means this General Services Agreement, including all documents attached or incorporated by reference, and any amendments executed in accordance with this Agreement.

“Purchaser” means the entity purchasing services as defined in Exhibit B, Statement of Work, from WSP, and includes the Purchaser’s 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, federal employer identification number 91-6001127, and its officers, directors, trustees, employees and/or agents. For the purposes of this agreement WSP shall not be considered an employee or agent of the Purchaser.

“Security Services” are jobs that will require police assistance such as, but not limited to, police contracting services for private companies, Cities, Counties, and Federal agencies. Security Services are typically executive protection, building and/or asset protection, visual police presence and deterrence.
5. **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.
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. **Compliance with Civil Rights Laws.** During the period of performance for this Agreement, both parties shall comply with all federal and state nondiscrimination laws.
8. **Disputes.** In the event 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.
9. **Governing Law.** This Contract shall be governed in all respects by the laws of the State of Washington. The jurisdiction for any action hereunder shall be the Superior Court for the State of Washington. The venue of any action hereunder shall be in the Superior Court for Thurston County, State of Washington.
10. **Indemnification.** The Purchaser shall indemnify and hold harmless the WSP from all claims, costs, damages, or expenses associated with any activities performed under this Agreement or arising out of the negligence of the Purchaser. The WSP shall indemnify and hold harmless the Purchaser from all claims, costs, damages, or expenses arising out of the negligence of the WSP. In the case of negligence of both the parties, any damages allowed shall be levied in proportion to the percentage of negligence attributable to each party. ~~be responsible for and shall indemnify and hold WSP harmless for all claims resulting from the acts or omissions of the Purchaser.~~

Initials
WSU 
Other Party

WSP Contract No.K20012
Exhibit A
Terms and Conditions

- 11. Maintenance of Records.** During the term of this Agreement and for six years following termination or expiration of this Agreement, both parties shall maintain records sufficient to document:
- Performance of all acts required by statute, regulation, rule, or this Agreement;
 - Substantiate the parties' statement of its organization's structure, tax status, capabilities and performance; and
 - Demonstrate accounting procedures, practices and records which sufficiently and properly document WSP's invoices to the Purchaser and all expenditures made by WSP to perform as required by this Agreement.
- 12. 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, Terms and Conditions
Exhibit B, Statement of Work;
Any other provision of this Agreement; and
Any document incorporated by reference.
- 13. Personnel.** WSP employees 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.
- 14. 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.
- 15. Termination.** Except as otherwise provided in this Agreement, either party may terminate this Agreement, in whole or in part, 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.
- 16. 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.

WSP Contract No. K20012

Exhibit B

Statement of Work

1. Statement of Work.

- a. The Washington State Patrol (WSP) shall provide Security Services to the Purchaser at mutually agreed dates, times, and locations. The Services may be performed at various locations around the state of Washington. During football games WSP shall provide a supervisor during the football detail.
- b. In the performance of WSP services under this Agreement, the Purchaser shall arrange overtime duty assignments with the following District Overtime Coordinators:

District	Location	Coordinator	Phone Number
District 4	Spokane	Sgt. Greg Riddell	509-936-0332
	Spokane	Lt. Matt Fehler	509-227-6602

2. Fees. The Purchaser agrees to reimburse WSP for the following:

- a. *Officer Salaries and Benefits.* Overtime salary and benefits for actual hours worked by Officer(s) during this Agreement; or a minimum of two (2) hours of overtime salaries and benefits for each Officer, whichever is greater. This includes the actual travel time of the Officer(s) to and from the Service Area, or 30 minutes, whichever is greater.
- b. *Patrol Vehicle Mileage.* Portal-to-portal mileage at the current WSP mileage reimbursement rate.
- c. *Indirect Costs.* Indirect costs applied against direct costs charged to the Purchaser under this Agreement at WSP's current federally approved indirect rate.

3. Estimated Costs. For the estimate, overtime rates please refer to Exhibit C, *Estimated Hourly Rates- Voluntary Overtime*. Exhibit C reflects estimated current overtime rates for FY24. Rates are subject to change and such changes will be reflected on invoices.

WSP Contract No. K20012
Exhibit C
Estimated Hourly Rates-Voluntary Overtime

WASHINGTON STATE PATROL

TROOPER & SERGEANT ESTIMATED HOURLY RATES - VOLUNTARY OVERTIME
EMPLOYER COSTS FOR CONTRACT BUDGET ESTIMATION PURPOSES ONLY

EFFECTIVE JULY 1, 2023

RANGE/STEP	YEARS	MONTHLY SALARY + 4% INCENTIVE	FAMILY LEAVE 0.22%	MEDICARE TAX 1.45%	HEALTH & INDUSTRIAL INSURANCE	HOURLY RATE	OVERTIME RATE
TROOPER							
901-A	0 - .5	6,568.64	14.45	95.25	1,385.00	46.34	65.53
901-B	.5 - 1.5	6,960.72	15.31	100.93	1,385.00	48.63	68.97
901-C	1.5 - 2.5	7,378.80	16.23	106.99	1,385.00	51.07	72.63
901-D	2.5 - 3.5	7,819.76	17.20	113.39	1,385.00	53.65	76.50
901-E	3.5 - 4.5	8,289.84	18.24	120.20	1,385.00	56.40	80.62
901-F	4.5 - 5.0	8,820.24	19.40	127.89	1,385.00	59.50	85.27
901-G	5 - 10	9,054.24	19.92	131.29	1,385.00	60.86	87.32
901-H*	10 - 15	9,233.12	20.31	133.88	1,385.00	61.91	88.88
901-I	15 - 20	9,420.32	20.72	136.59	1,385.00	63.00	90.53
901-J	20 - 25	9,607.52	21.14	139.31	1,385.00	64.10	92.17
901-K	25 +	9,704.24	21.35	140.71	1,385.00	64.66	93.01

FULL COST RATES	
INDIRECT RATE	33.41%
HOURLY RATE	OVERTIME RATE
61.82	87.43
64.88	92.01
68.14	96.90
71.58	102.06
75.24	107.55
79.38	113.75
81.20	116.49
82.59	118.58
84.05	120.77
85.51	122.96
86.27	124.09

SERGEANT							
904-A	0 - 5	10,453.04	23.00	151.57	1,385.00	69.04	99.58
904-B	5 - 10	10,765.04	23.68	156.09	1,385.00	70.86	102.31
904-C	10 - 15	10,980.32	24.16	159.21	1,385.00	72.12	104.20
904-D*	15 - 20	11,199.76	24.64	162.40	1,385.00	73.40	106.12
904-E	20 - 25	11,422.32	25.13	165.62	1,385.00	74.70	108.07
904-F	25+	11,538.80	25.39	167.31	1,385.00	75.38	109.09

92.10	132.85
94.54	136.49
96.21	139.01
97.92	141.58
99.66	144.18
100.57	145.54

LIEUTENANT							
905-A	0 - 5	12,265.76	26.98	177.85	1,385.00	79.63	115.46
905-B	5 - 10	12,513.28	27.53	181.44	1,385.00	81.08	117.63
905-C	10 - 15	12,761.84	28.08	185.05	1,385.00	82.53	119.81
905-D	15 - 20	13,016.64	28.64	188.74	1,385.00	84.02	122.05
905-E*	20 - 25	13,278.72	29.21	192.54	1,385.00	85.55	124.34
905-F	25+	13,411.84	29.51	194.47	1,385.00	86.33	125.51

106.23	154.04
108.16	156.94
110.10	159.84
112.09	162.82
114.13	165.89
115.17	167.44

NOTES

- * When calculating a generic rate for a Trooper or Sergeant (no specified individual), use the 10+ year rates for Trooper and the 15+ year rates for Sergeant, as well as a 4% education incentive pay
- * Mileage should be charged at \$.847/mile, the actual cost of owning and operating a pursuit vehicle as validated by WSP's Vehicle Replacement Model
- * Full cost rates include indirect costs calculated at 33.41% of salaries and benefits. This reimburses the agency for indirect costs necessary to support line personnel

Rates for individual troopers and sergeants can be calculated with the same formulas used in the above grid, taking into account any specialty pay percentages (not reflected above)
Use the following formulas to figure the hourly rate:

$$**\text{Voluntary Overtime Rate} = (((\text{Monthly Salary}/174 \text{ Hours}) \times 1.5 \times 1.0167) + \$7.96) \times 1.3341$$

Voluntary overtime benefits include Medicare (1.45%) and Family Leave (0.22%), and ~\$7.96/hr for health/industrial insurance
Includes a sum \$7.96/hr for a proration of health and industrial insurance costs (\$1,385) to monthly hours (174). This amount is an estimate only as actual costs will vary per number of hours worked