

MEMORANDUM OF UNDERSTANDING
BETWEEN

STATE OF WASHINGTON
WASHINGTON STATE PATROL
AND
WASHINGTON STATE UNIVERSITY

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made and entered into by and between the Washington State Patrol, hereinafter referred to as "WSP," and Washington State University hereinafter referred to as "Other Party" and is governed by chapter RCW 39.26, Procurement of Goods and Services RCW 39.34, Interlocal Cooperation Act.

This MOU is not intended to be and is not to be construed as a legally binding agreement. The signing of this MOU does not result in any material, financial or other obligation for either of the parties hereto. By signing this MOU, the parties are signifying their desire for future collaboration regarding the services described herein.

IT IS, THEREFORE, MUTUALLY AGREED THAT:

PURPOSE

The purpose of this MOU is for WSP to donate approximately sixty (60) ballistic vests to the Other Party.

1. GENERAL TERMS AND CONDITIONS

1.1 STATEMENT OF WORK

The WSP will donate sixty (60) ballistics vests to the Other Party for use in the Other Party's Criminal Justice Program. The Other Party accepts the ballistics vests as is and acknowledges that the Other Party is solely responsible for the use of the ballistics vests in the Criminal Justice Training Program.

The Other Party shall, hold harmless, and indemnify, the WSP and its officers, agents, employees, and assigns against any and all damages or claims for damages associated with any activities performed under this MOU or arising out of the negligence of the Other Party. The Other Party shall indemnify and hold harmless WSP and its employees and/or agents from any suit at law or equity or claim or demand, and from any loss or cost of any nature, resulting from the Other Party's negligent use of the ballistics vests.

1.2 ALTERATIONS AND AMENDMENTS

This MOU may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

1.3 CONFIDENTIALITY

Except as may be required by applicable law, including but not limited to the Washington State Public Records Act (RCW 42.56 et seq.), the Other Party shall not use or disclose any information concerning WSP, or information which may be classified as confidential, for any purpose not directly connected with the administration of this MOU.

1.4 DISPUTES

In the event that a dispute arises under this MOU, it shall be resolved by a Dispute board as follows: The Chief of WSP, or designee, shall appoint one member to the Dispute Board; the Other Party shall appoint one member to the Dispute Board; and the Chief of WSP, or designee, and the Other Party shall jointly appoint an additional 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 on the parties hereto. If applicable and as an alternative to this process, 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.

1.5 ELECTRONIC SIGNATURES

A signed copy of this contract or any other ancillary document transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed document for all purposes. Electronic signatures must be certified to be considered valid signatures

1.6 GOVERNING LAW

This MOU 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.

1.7 INDEMNIFICATION

To the extent allowed by law, each party shall defend, protect and hold harmless the other party from and against all claims, suits and/or actions arising from any negligent act or omission of that party's employees or agents, while performing this MOU.

1.8 MOU MANAGEMENT

The work described herein shall be performed under the coordination of the Liaison Representatives listed below. They shall provide assistance and guidance necessary for the performance of this MOU.

LIAISON REPRESENTATIVE FOR THE WSP	LIAISON REPRESENTATIVE FOR THE OTHER PARTY
Name: Jeff Speer Address: PO Box 42626 Olympia, WA 98504-2626 Phone: 360-704-5406 E-mail: Jeff.Speer@wsp.wa.gov	Name: Sergeant Kelly Stewart Address: PO Box 641072 Pullman, WA 99164-1072 Phone: 509-335-4408 E-mail: Kelly.stewart@wsu.edu

1.9 ORDER OF PRECEDENCE

In the event of any inconsistency in the terms of this MOU, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable federal and state statutes and regulations;
2. Special Terms and Conditions contained in the Statement of Work
3. General Terms and Conditions contained in this MOU
4. Any other provisions of the MOU, whether incorporated by reference or otherwise.

1.10 PAYMENT

This is a non-financial MOU and neither party is obligated to make payment to the other party for any matters herein.

1.11 PERIOD OF PERFORMANCE

Subject to other provisions, the period of performance of this MOU shall commence on July 15, 2024 and be completed by July 14, 2025, unless terminated sooner as provided herein.

1.12 PERSONNEL

The assignment of WSP personnel under this MOU shall be at the discretion of the Chief of WSP or designee. WSP employees performing work under the terms of this MOU (if any) shall be under the direct command and control of the Chief of WSP or designee, and shall perform duties required under this MOU in a manner consistent with WSP policy and regulations, and applicable federal, state and local laws.

1.13 RECORDS MAINTENANCE

Both parties to this MOU 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 services 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. Both parties shall retain all books, records, documents, and other material relevant to this MOU for six (6) years after expiration, and the Office of the 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.

1.14 SITE SECURITY

While on WSP's premises, the Other Party shall conform in all respects with physical, fire or other security regulations communicated to the Purchaser by WSP.

1.15 TERMINATION

Except as otherwise provided in this MOU, either party may terminate this MOU upon thirty (30) days' written notification to the other party. If this MOU is so terminated, the terminating party shall be liable only for performance in accordance with the terms of this MOU for performance prior to the effective date of termination.

2. LEGAL TERMS

2.1 ANTI-DISCRIMINATION SB 5186.

2.1.1 Nondiscrimination Requirement. During the term of this MOU, Other Party, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, Other Party, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Other Party, or subcontractor, has a collective bargaining or other agreement.

2.1.2 Obligation to Cooperate. Other Party, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Other Party, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3),

2.1.3 Default. Notwithstanding any provision to the contrary, Agency may suspend Other Party, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this MOU, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until Agency receives notification that Other Party, including any subcontractor, is cooperating with the investigating state agency. In the event Other Party, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), Agency may terminate this MOU in whole or in

part, and Other Party, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. Other Party or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

2.1.4 Remedies for Breach. Notwithstanding any provision to the contrary, in the event of MOU termination or suspension for engaging in discrimination, Other Party, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. Agency shall have the right to deduct from any monies due to Other Party or subcontractor, or that thereafter become due, an amount for damages Other Party or subcontractor will owe Agency for default under this provision.

2.2 COMPLIANCE WITH CIVIL RIGHTS LAWS.

During the performance of this MOU, both parties shall comply with all federal and state nondiscrimination laws.

3. ALL WRITINGS CONTAINED HEREIN

This MOU contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this MOU shall be deemed to exist or to bind any of the parties hereto.

IN WITNESS WHEREOF, the parties signing below warrant that they have read, understand and have authority to enter into this MOU.

STATE OF WASHINGTON
WASHINGTON STATE PATROL

WASHINGTON STATE UNIVERSITY



FOR: John R. Batiste, Chief

Signature
Name / Title: Heather Davison, Contract Manger

Date

Date