

INTERAGENCY AGREEMENT
BETWEEN
THE STATE OF WASHINGTON
OFFICE OF THE ATTORNEY GENERAL
AND
WASHINGTON STATE UNIVERSITY
FOR ADDITIONAL LEGAL SERVICES

RECEIVED

AUG 15 2018

OFM DIRECTOR'S OFFICE

THIS AGREEMENT is made and entered into by and between the Office of the Attorney General (AGO) and Washington State University (WSU).

IT IS THE PURPOSE OF THIS AGREEMENT to provide reimbursement to the AGO by WSU for the expenses incurred in providing additional legal services in State Fiscal Year 2019. These legal services are in addition to the authority to bill that the Legislature appropriated to the AGO for the 2017-19 biennium.

THEREFORE, IT IS MUTUALLY AGREED THAT:

STATEMENT OF WORK

The AGO shall furnish a 1.0 FTE AAG and otherwise do all things necessary for or incidental to the performance of the work set forth in this Agreement. WSU will provide, but not limited to, equipment, office space, office supplies and other support commensurate with that provided to current staff in the WSU Division of the AGO.

WSU will also furnish an additional 0.5 FTE administrative professional Legal Assistant to provide staff support in connection with those new legal services, including, but not limited to, equipment, office space, travel, office supplies, and other support commensurate with that provided to current staff in the WSU Division of the AGO. The AGO is not responsible for costs associated with this LA.

These additional legal services are needed to serve the Elson S. Floyd College of Medicine (ESFCOM) and other colleges and programs on the WSU Spokane campus that specialize in the health sciences and health care fields. Additionally, AAG legal services will to represent WSU in formal adjudications of certain student conduct matters.

PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence August 1, 2018, and be completed on June 30, 2019, unless terminated sooner as provided herein.

The AGO will initiate a search for a 1.0 FTE AAG and WSU will initiate a search for a 0.5 FTE administrative professional Legal Assistant. The start date will not be prior to the Agreements final endorsement date.

PAYMENT

Compensation for the work provided by the additional AAG in accordance with this Agreement has been established under the terms of RCW 43.10.190. The costs will be billed at the appropriate AGO legal services billing rate for the staff performing the functions under this Agreement. Both parties have determined that the cost of accomplishing the work herein will not exceed one hundred ninety-seven thousand dollars (\$197,000). Costs are based on the need for a 1.0 FTE AAG. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount prior to the commencement of any work that will cause the maximum payment to be exceeded.

WSU will employ and pay salary, benefits, and other associated costs for the .5 FTE administrative professional legal assistant.

BILLING PROCEDURE

The AGO shall submit invoices separate from the regular Legal Services invoice to WSU. Payment to the AGO for approved and completed work will be made by warrant or account transfer by WSU within thirty (30) days of receipt of the invoice. Upon expiration of this Agreement, any claim for payment not already made shall be submitted within thirty (30) days after the expiration date or the end of the fiscal year, whichever is earlier.

RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents, and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) 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 (OSA), and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six (6) years after expiration, and OSA, 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.

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

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 the AGO. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions and training materials. Ownership includes the right to copyright, patent, and register, and the ability to transfer these rights.

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.

AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement 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.

TERMINATION

Either party may terminate this Agreement upon three (3) months' prior written notification to the other party. If this Agreement is terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

TERMINATION FOR CAUSE

If for any cause either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within fifteen (15) working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: each party to this Agreement shall appoint one member to the Dispute Board; the members so appointed shall jointly appoint an additional member to the Dispute Board; the Dispute Board shall review the facts, Agreement terms, and applicable statutes and rules and make a determination of the dispute; the determination of the Dispute Board shall be final and binding on the parties hereto. 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.

GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

In the event of an 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:

- a. Applicable state and federal statutes and rules;
- b. Statement of work; and
- c. Any other provisions of the Agreement, including materials incorporated by reference.

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 prior written consent of the other party, which consent shall not be unreasonably withheld.

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 a writing signed by an authorized representative of the party and attached to the original Agreement.

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.

ALL WRITINGS CONTAINED HEREIN

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

CONTRACT MANAGEMENT

The program manager for each of the parties shall be responsible for and shall be the contact person for all notices, communications, and billings regarding the performance of this Agreement, unless indicated otherwise.

For AGO:

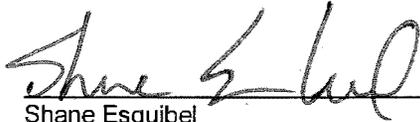
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For WSU:

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Budget Office
Washington State University
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Pullman, WA 99164-1041
Phone: 509.335.9681
Email: joank@wsu.edu

IN WITNESS WHEREOF, the parties have executed this Agreement.

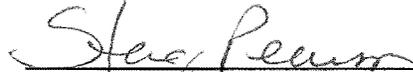
State of Washington
Office of the Attorney General



Shane Esquibel
Chief Deputy Attorney General

Date: 8/13/18

State of Washington
Washington State University



Stacy Pearson
Vice President for Finance & Administration

Date: 7/31/2018

Agreement Approved
State of Washington
Office of Financial Management



David Schumacher, Director

Date: 9/4/18