

October 13, 2022

Sharyl Kammerzell
Associate Vice President
Chief Compliance & Risk Officer
Washington State University
French Admin. Bldg. Room 442
PO Box 641045
Pullman WA 99164-1045

Dear Ms. Kammerzell:

Pursuant to RCW 28B.10.528, and the authority conferred on me by the WSU Board of Regents, I delegate to you the authority to negotiate, execute, and administer the following contracts on behalf of Washington State University that are related to your duties as the Associate Vice President and Chief Compliance & Risk Officer :

- The execution and administration of contracts and regulatory and other assurances related to risk management and insurance for WSU. This delegation of authority includes the obligation to exercise due diligence to ensure WSU activities and facilities for WSU function consistently with the relevant risk management and insurance requirements, including WSU policies and procedures, contracts and agreements, and federal, state, and local laws and regulations.
- Settlement agreements regarding any and all legal claims, provided that all of the following conditions are met: 1) the cost of such agreements shall not exceed \$300,000 per instrument; (2) the availability of funds has been determined; 3) the agreement has been approved as to form by the Office of the Attorney General; 4) Finance and Administration and Human Resource Services, respectively, have reviewed the agreement,, where necessary;; and 5) for agreements in excess of \$50,000, you have received my pre-approval of the maximum settlement amount (not to exceed, but possibly less than, the \$300,000 limited set forth above). Please consult with me regarding any particularly sensitive or difficult cases prior to approving a proposed settlement.

The following conditions and limitations apply to the authority delegated pursuant to this letter:

- You are not authorized to execute agreements not specified herein.
- You may not exercise this contracting authority unless you have attended all training required by Finance and Administration, Purchasing Services, and the

Washington Department of Enterprise Services, including periodic refresher trainings.

- You must follow all University policies and procedures and applicable laws pertinent to the exercise of this contracting authority.
- You must seek assistance from Real Estate and Business Operations and/or Purchasing Services on agreements that involve the receipt, transmission, back-up, or storage of legally protected data, or that involve the security of data.
- You must seek assistance from Real Estate and Business Operations and/or Purchasing Services on agreements that involve the obligation, on the part of either party, to hold harmless or indemnify the other party, to be liable for any claim or damages, or to waive any legal claim.
- You are required to seek guidance on any particularly sensitive or difficult matters as appropriate.
- Any agreement for goods or services exceeding the statutory “Direct Buy Limit” (currently \$10,000 but subject to change) must be competitively awarded or sole source justified through Purchasing Services.
- This delegation will remain in effect until the earlier of (a) three years from the date of issuance specified above, (b) your transition from the position specified above, or (c) my revocation of this delegated authority.

This delegation of authority is effective immediately. By exercising this authority, you acknowledge that you understand the scope, limitations, and conditions of your delegation. I know you will use sound judgment in the execution of these responsibilities.

Sincerely,



Kirk H. Schulz
President

cc: Attorney General’s Office
Finance and Administration
Procurement & Contract Services