

JAY INSLEE
Governor



JOHN R. BATISTE
Chief

STATE OF WASHINGTON
WASHINGTON STATE PATROL

General Administration Building • PO BOX 42602 • Olympia, WA 98504-2602 • (360) 596-4043 • www.wsp.wa.gov

November 4, 2013

Mr. Mark Sandberg
IT Operations Manager
Intercity Transit
526 Pattison Street SE
Olympia, WA 98501

Subject: Memorandum of Understanding, WSP Contract No. C140377

Dear Mr. Sandberg,

Enclosed for Intercity Transit's keeping is one original fully executed Memorandum of Understanding between the Washington State Patrol (WSP) and the Intercity Transit.

Thanks, again, for all your help on this MOU. We truly appreciate the continuing support from and partnership with the Intercity Transit. Please contact me at (360) 596-4052 or e-mail at simon.tee@wsp.wa.gov, if you have any questions. Thank you.

Sincerely,

A handwritten signature in blue ink that reads "Simon Tee".

Simon Tee
Budget and Fiscal Services

Enclosure



MEMORANDUM OF UNDERSTANDING
BETWEEN

STATE OF WASHINGTON
WASHINGTON STATE PATROL

AND

INTERCITY TRANSIT

THIS MEMORANDUM OF UNDERSTANDING, is made and entered into by and between the Washington State Patrol, hereinafter referred to as "WSP," and the Intercity Transit, hereinafter referred to as "Other Party."

THE PURPOSE OF THIS MOU is to establish the role and responsibilities of WSP and Other Party associated with the transportation to be provided by Other Party to WSP during public demonstrations or events at the Capitol Campus or in the City of Olympia.

IT IS, THEREFORE, MUTUALLY AGREED THAT:

Statement of Work:

WSP may be required to assign troopers, personnel, or equipment to ensure public safety and/or perform traffic or crowd control activities at certain demonstrations or public events, which may be held at the Capitol Campus or a location in the City of Olympia.

WSP may be in need of transportation to mobilize or transport troopers, personnel, equipment and/or arrested individuals/participants from one location to another at such events.

Upon request by WSP, Other Party agrees to provide buses and operators to support or meet WSP transportation needs at these events.

WSP will use its best efforts to provide Other Party with advance notice and other necessary information regarding the event at which WSP is in need of the transportation services from the Other Party.

WSP's RESPONSIBILITIES

WSP agrees to:

- Notify Other Party at least twenty four (24) hours before a demonstration or public event at which WSP will be in need of the transportation services from the Other Party, unless WSP is informed about the event in less than 24 hours prior to its taking place.
- Provide the necessary information to Other Party associated with the event so as to allow Other Party to effectively plan, coordinate and be prepared for providing the transportation and operators as requested by WSP, including but not be limited to: Date and time of the event, location and size (number of participants or attendants) of the event, estimated number of WSP troopers/personnel that will need to be transported, and duration (in hours) of the event.

**MEMORANDUM OF UNDERSTANDING BETWEEN THE WASHINGTON STATE PATROL
AND OTHER PARTY (continued)**

- Assign a Point-of-Contact as the official person to communicate and coordinate with Other Party in the planning and preparation for the transportation and operators needed for the event.
- Use reasonable efforts to protect the buses and operators provided by Other Party from being harmed or damaged at the events.

OTHER PARTY RESPONSIBILITIES

The Other Party agrees to:

- Communicate, plan and coordinate with WSP's assigned Point-of-Contact upon receipt of notification or request for transportation from WSP associated with an event.
- Assign a Point-of-Contact as the official person to communicate and coordinate with WSP in the planning and preparation for the transportation and operators needed for the event.
- Provide the transportation (buses or another mode as agreed by both parties) and operators at the time and locations as requested by WSP.
- Transport WSP troopers/personnel and/or arrested individuals from one location to another as requested by WSP during the event.

PERIOD OF PERFORMANCE

Subject to other provisions, the period of performance of this MOU shall commence on November 1, 2013 and continue until terminated as provided herein.

COMPLIANCE WITH CIVIL RIGHTS LAWS

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

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.

MOU MANAGEMENT

The work described herein shall be performed under the coordination of the individuals named below as assigned by respective party of this MOU. They shall provide assistance and guidance to the other party necessary for the performance of this MOU.

WSP:

Captain Roger Wilbur
Special Operations Division
Washington State Patrol
P.O. Box 42611
Olympia, WA 98504-2611

**MEMORANDUM OF UNDERSTANDING BETWEEN THE WASHINGTON STATE PATROL
AND OTHER PARTY (continued)**

Phone: (360) 704-4226; VOIP 11226

Email: Roger.Wilbur@wsp.wa.gov

Intercity Transit:

Mark Sandberg, IT Operations Manager

526 Pattison Street SE

Olympia, WA 98501

Phone: 360-705-5824 (office)/ 360-480-6661 (cell)

Email: msandberg@intercitytransit.com

HOLD HARMLESS

Each party shall defend, protect and hold harmless the other party from and against all claims, suits and/or actions arising from any negligent or intentional act or omission of that party's employees, agents, and/or authorized subcontractor(s) while performing this MOU.

MOU 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.

TERMINATION

Except as otherwise provided in this Agreement, either party may terminate this Agreement upon thirty (30) days' written notification to the other party. 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 prior to the effective date of termination.

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.

**MEMORANDUM OF UNDERSTANDING BETWEEN THE WASHINGTON STATE PATROL
AND OTHER PARTY (continued)**

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 have executed this MOU.

State of Washington
Washington State Patrol

Intercity Transit

for 

John R. Batiste, Chief



Signature

Nov. 4, 2013
Date

November 4, 2013
Date

APPROVED AS TO FORM BY THE OFFICE OF THE ATTORNEY GENERAL 2/12/02

RECEIVED
NOV 04 2013
BUDGET & FISCAL
WSP