INTERAGENCY AGREEMENT
BETWEEN
THE PACIFIC COUNTY SHERIFF'S OFFICE, THE KING COUNTY SHERIFF'S OFFICE AND THE WASHINGTON TRAFFIC SAFETY COMMISSION

THIS AGREEMENT is made and entered into by and among the Pacific County Sheriff's Office, hereinafter referred to as "PCSO," the King County Sheriff's Office, hereinafter referred to as "KCSO," and the Washington Traffic Safety Commission, hereinafter referred to as "WTSC."

THE PURPOSE OF THIS AGREEMENT is to provide funding for the acquisition of a used law enforcement motorcycle for the PCSO to facilitate school zone enforcement in Pacific county.

THEREFORE, IT IS MUTUALLY AGREED THAT:

STATEMENT OF WORK

The WTSC shall provide funds on behalf of the PCSO to acquire a used law enforcement motorcycle from the KCSO. The KCSO will invoice the WTSC for the cost of the used motorcycle which will be provided directly to the PCSO for use in enforcement efforts, including school zone enforcement. The PCSO will make arrangements with the KCSO to physically acquire the motorcycle at an agreed upon date and time.

PERIOD OF PERFORMANCE

The period of performance of this Agreement shall commence on March 24, 2014, and remain in effect until April 11, 2014, unless terminated sooner, as provided herein.

COMPENSATION

Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34. The cost of accomplishing the work described in the Statement of Work will not exceed $10,431.00 (Ten Thousand Four Hundred Thirty-one Dollars). Payment shall not exceed this amount unless the parties mutually agree to a higher amount.

BILLING PROCEDURE

KCSO shall submit a single invoice to WTSC no later than April 24, 2014. Payment to KCSO will be made by warrant or account transfer by WTSC within 30 days of receipt of the invoice.

ACTIVITY REPORTS

The PCSO shall submit to the WTSC a report documenting the use of the acquired motorcycle in school zone enforcement no later than December 21, 2014.

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 the parties in the performance of the statement of work. These records shall be subject to inspection, review or audit by personnel of all three parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six 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.

Records and other documents, in any medium, furnished by one party to this Agreement to the other parties, will remain the property of the furnishing party, unless otherwise agreed. The receiving party(s) 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 parties are not erroneously disclosed to third parties.

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.

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.

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. Terms and Conditions of this agreement;
c. Any Amendment executed under this Agreement;
d. Any Statement of Work executed under this Agreement; and
e. Any other provisions of the agreement, including materials incorporated by reference.

WAIVER

A failure by any 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.

DESIGNATED CONTACT
The following named individuals will serve as designated contacts for each of the parties, for all communications and billings regarding the performance of this Agreement:

The Contact for KCSO is:	The Contact for PCSO is:	The Contact for WTSC is:
Russ Johnson, Personal Property Supervisor 201 South Jackson Street, Room 822 Seattle, WA 98104 (206) 477-3889	Scott Johnson, Sheriff 300 Memorial Dr. South Bend, WA 98586 (360) 875-9395 sjohnson@co.pacific.wa.us	Darrin Grondel, Director 621 8th Avenue SE, Suite 409 Olympia, WA 98504 (360) 725-9899 dgrondel@wtsc.wa.gov

IN WITNESS WHEREOF, the parties have executed this Agreement.

PACIFIC COUNTY SHERIFF'S OFFICE

Scott L. Johnson
Signature

SCOTT L. JOHNSON
Printed Name

SHERIFF 3-24-14
Title *Date*

WASHINGTON TRAFFIC SAFETY COMMISSION

Darrin Grondel
Signature

Darrin Grondel
Printed Name

Director 3/24/14
Title *Date*

KING COUNTY SHERIFF'S OFFICE

Signature

Printed Name

Title *Date*