



CONTRACT FACE SHEET

Document Type: [] Claim [x] Interlocal Agmt [] Collective Bargaining Agmt [] Latecomer Agreement [] Connection Charge Agmt [] MOU [] Contract [] ROW Use Agmt [] Franchise Agreement [] Settlement Agmt [] Grant Agmt

Relationship to Original: [] Amendment [] MOU [] Cancellation [x] New [] Change Order [] Release [] Correspondence [] Renewal [] Initial [] Retainage [] Lien [] Working

*Vendor Name: Washington State Patrol
*JDE PO Number: /
*Original's Effective Date: 04.28.2009
*Amendment's Effective Date: /
*Termination Date: 03.22.2010
*Clerk's Receiving Number: 44267 (City Clerk's Office will enter)
Original's Receiving Number: /
Bid/RFP/RFQ/ITQ Number: /
Ordinance Number: /
Resolution Number: /
CIP Number: /
Project Description: Authorizes COB to use WSP Genetec contract to purchase Automatic License Plate Reader equipment
KC Recording Number: /
Vendor or Parcel Number: 34004
File Location: 09.312

• Denotes Mandatory Fields. If referring to Retainage, please indicate the Termination Date same as the Contract Termination Date.

DEPT: FN Face Sheet Date 05.01.2009 C JDE
Scan/Index Date 5-1-09 MT ECM

WSP No. C090795GSC
INTERAGENCY AGREEMENT
BETWEEN
WASHINGTON STATE PATROL
AND
CITY OF BELLEVUE

THIS AGREEMENT is made and entered into by and between the Washington State Patrol, hereinafter referred to as "WSP," and the City of Bellevue, hereinafter referred to as "the City."

IT IS THE PURPOSE OF THIS AGREEMENT to provide the City the right to use WSP's Contract with Genetec, Inc., WSP Contract Number C090449GSC (the Contract) for the purchase of Automatic License Plate Reader equipment, software and related services per the Contract.

THEREFORE, IT IS MUTUALLY AGREED THAT:

STATEMENT OF WORK

The City shall furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of the work set forth in Order Documents which the City may provide Genetec, Inc. during the term of this Agreement.

The City must pay Genetec, Inc directly for any services or items obtained via the Contract.

When applicable, the City is responsible for remitting Use Tax to the Washington State Department of Revenue for purchases made under the Contract.

PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on the Date of Final Signature, and be completed on March 22, 2010, unless terminated sooner as provided herein.

PAYMENT

There shall be no compensation related to this Contract between WSP and the City.

RECORDS MAINTENANCE

The parties to this Agreement 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 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, 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 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.

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 30 days' prior written notification to the other party. If this Agreement is so 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 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.

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.

CHRISTINE O. GREGOIRE
Governor



JOHN R. BATISTE
Chief

STATE OF WASHINGTON
WASHINGTON STATE PATROL

General Administration Building • PO Box 42600 • Olympia, WA 98504-2600 • (360) 596-4000 • www.wsp.wa.gov

April 29, 2009

Ms. Brenda West
City of Bellevue
Finance/Purchasing
PO Box 90012
Bellevue WA 98009-9012

Dear Ms. West:

Subject: WSP Agreement No. C090795GSC, Automatic License Plate Reader
Purchases

Enclosed with this letter is one fully executed original of the referenced agreement between the Washington State Patrol and your organization. Please keep this original for your records.

The Washington State Patrol agreement tracking number is the agreement number referenced above; please use this number on all correspondence regarding this agreement. If you need further assistance, please contact me at (360) 596-4052.

Sincerely,

CHIEF JOHN R. BATISTE

A handwritten signature in black ink, appearing to read "John R. Batiste".

Mr. Jeffrey R. Hugdahl
Budget and Fiscal Services

jh
Enclosure

cc: Ms. Paula Breshears, Information Technology Division
Lieutenant Wes Rethwill, Criminal Investigation Division

