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APR 29 2011

CONTRACTS

WASHINGTON STATE PATROL General Services Agreement Aviation Services	WSP Contract No. C120021GSC
	Other Contract No.

This Agreement is between the State of Washington, Washington State Patrol and the Purchaser identified below.

PURCHASER NAME		Purchaser DBA (if necessary)
Washington State Parks and Recreation Commission		
Purchaser Location Address PO Box 42650 Olympia WA 98504-2650		Purchaser Billing Address (if different from location address)
Purchaser Contact Name Pauli Larson		Purchaser Contact Telephone 360-902-8505
Purchaser Contact Fax		Purchaser Contact E-mail Address pauli.larson@parks.wa.gov

WSP Contact Information

WSP Project Manager Name and Title Sergeant Jim Nobach Acting Aviation Section Commander		WSP Project Manager Address 7525 Old Highway 99 SE Olympia WA	
Telephone (360) 753-6173	Fax (360) 586-7300	E-mail Address jim.nobach@wsp.wa.gov	
WSP Administrative Contact Name and Title Jeff Hugdahl Grants and Contracts Manager		WSP Administrative Contact Address PO Box 42602 Olympia WA 98504-2602	
Telephone (360) 596-4052	Fax (360) 596-4077	E-mail Address jeff.hugdahl@wsp.wa.gov	


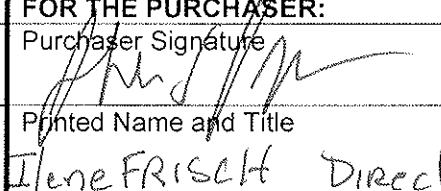
Agreement Start Date 7/1/2011	Agreement End Date 6/30/2015	Agreement Amount <i>See Exhibit A, Statement of Work</i>
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ATTACHMENTS. When the boxes below are marked with an X, the following Exhibits are attached to and incorporated into this Contract by reference:

Exhibit A, Statement of Work.

Additional Exhibits as specified:

This Agreement, including the attached Terms and Conditions and any other documents incorporated by reference, contains all of the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind the parties. The parties signing below warrant that they have read and understand this Agreement and have the authority to enter into this Agreement.

FOR THE WASHINGTON STATE PATROL:		FOR THE PURCHASER:	
WSP Signature 	Date 4/28/11	Purchaser Signature 	Date 4/21/11
Printed Name and Title John R. Batiste, Chief		Printed Name and Title Ilene FRISCHT Director of AET	

APPROVED AS TO FORM BY THE OFFICE OF THE ATTORNEY GENERAL 4/23/07

WSP GENERAL SERVICES AGREEMENT (Continued)

1. **Statement of Work.** WSP shall perform services for the Purchaser in accordance with Exhibit A, Statement of Work, which is attached hereto and incorporated herein.
2. **Fees.** The Purchaser shall reimburse WSP for services rendered under the terms of this Agreement according to the rates and fees established in Exhibit A, Statement of Work.
3. **Payment for Services.** WSP shall bill the Purchaser no more than once per month in accordance with this Agreement. WSP shall send billings to the Purchaser billing address identified on Page 1 of this Agreement. The Purchaser shall reimburse WSP within 30 days of receipt of billing from WSP.
4. **Definitions.**

"Agreement" means this General Services Agreement, including all documents attached or incorporated by reference, and any amendments executed in accordance with this Agreement.

"Purchaser" means the entity purchasing services as defined in Exhibit A, Statement of Work, from WSP, and includes the Purchaser's officers, directors, trustees, employees and/or agents unless otherwise stated in this Agreement. For the purposes of this agreement, the Purchaser shall not be considered an employee or agent of WSP.

"WSP" means the State of Washington, Washington State Patrol, federal employer identification number 91-6001127, and its officers, directors, trustees, employees and/or agents. For the purposes of this agreement WSP shall not be considered an employee or agent of the Purchaser.

5. **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 written consent of the other party.
6. **Agreement Alterations and Amendments.** WSP and the Purchaser may mutually amend this Agreement. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind WSP and the Purchaser.
7. **Compliance with Civil Rights Laws.** During the period of performance for this Agreement, both parties shall comply with all federal and state nondiscrimination laws.
8. **Disputes.** In the event a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: The Chief of WSP shall appoint a member to the Dispute Board. The Purchaser shall appoint a member to the Dispute Board. The Chief of WSP and the Purchaser shall jointly appoint a member to the Dispute Board. The Dispute Board shall evaluate the dispute and make a determination of the dispute. The determination of the Dispute Board shall be final and binding to all parties to this Agreement.
9. **Governing Law.** This Contract shall be governed in all respects by the laws of the State of Washington. The jurisdiction for any action hereunder shall be the Superior Court for the State of Washington. The venue of any action hereunder shall be in the Superior Court for Thurston County, State of Washington.
10. **Indemnification.** The Purchaser shall be responsible for and shall indemnify and hold WSP harmless for all claims resulting from the acts or omissions of the Purchaser.

WSP GENERAL SERVICES AGREEMENT (Continued)

11. **Maintenance of Records.** During the term of this Agreement and for six years following termination or expiration of this Agreement, both parties shall maintain records sufficient to document:
- Performance of all acts required by statute, regulation, rule, or this Agreement;
 - Substantiate the parties' statement of its organization's structure, tax status, capabilities and performance; and
 - Demonstrate accounting procedures, practices and records which sufficiently and properly document WSP's invoices to the Purchaser and all expenditures made by WSP to perform as required by this Agreement.
12. **Order of Precedence.** In the event of any 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 to:
- Applicable federal and state law, regulations and rules;
Exhibit A, Statement of Work;
Any other provision of this Agreement; and
Any document incorporated by reference.
13. **Personnel.** WSP employees performing work under the terms of this Agreement shall be under the direct command and control of the Chief of WSP or designee, and shall perform duties required under this Agreement in a manner consistent with WSP policy and regulations, and applicable federal, state and local laws. The assignment of WSP personnel under this Agreement shall be at the discretion of the Chief of WSP or designee.
14. **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.
15. **Termination.** Except as otherwise provided in this Agreement, either party may terminate this Agreement, in whole or in part, upon thirty (30) calendar days written notification. 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 rendered prior to the effective date of termination.
16. **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 writing and signed by an authorized representative of the party and attached to the original Agreement.

STATEMENT OF WORK

Statement of Work.

1. Statement of Work. Based on availability, WSP shall provide air transportation using the WSP Aircraft Fleet as requested by the Purchaser. The WSP Aircraft Fleet consists of seven fixed wing aircraft:

- Two multi-engine King Air B200 twin engine turboprop aircraft that holds 7-8 passengers with up to 35 pounds of baggage each person. The cruising speed is 250 knots with an approximate range of 1,000 nautical miles and an endurance time of 4 hours and 45 minutes. The typical flight time from Olympia to Spokane is 1 hour and 10 minutes.
- Five single engine fixed-wing Cessna aircraft (three Cessna 182 Skylanes and two Cessna 206 Stationairs) that hold 1-3 passengers without baggage, and 1-2 passengers with up to 35 pounds of baggage each person. The cruising speed is 120 knots with a range of approximately 600 nautical miles and an endurance of 5 hours. The typical flight time from Olympia to Spokane is 2 hours.

2. Flight Requests. WSP Aviation would like all requests to be made by the Purchaser at least five (5) business days in advance of a flight; however WSP may be able to respond to a flight request for non-emergency flights with at least twenty-four (24) hours advance notice from the Purchaser. WSP can respond to flight requests from the Tumwater Airport within ninety (90) minutes for emergency situations. WSP will confirm the flight request via e-mail listing the flight itinerary and passenger list.

The Purchaser may make flight requests either by telephone, fax or e-mail, and must provide the following information to WSP:

- The General Services Agreement Number
- Name, telephone number and fax number for the requestor
- Departure airport
- Destination airport
- The appointment date, time and location that necessitated the flight
- Length of stay
- Name of each passenger
- Hotel name and telephone number if the passengers are staying overnight

If the number of passengers requested for a flight will meet or come close to the maximum capacity of the requested aircraft, WSP requests that the Purchaser provides an estimate of passenger weights in order to ensure that the aircraft is being utilized to its maximum capacity. If the Purchaser does not provide this information, WSP shall use a standard estimate for the weight of each passenger that might result in reducing the number of passengers allowed for that flight.

2. Fees. The Organization shall reimburse WSP for services rendered under the terms of this Agreement according to rates and fees establish in the WSP Aviation Section User Fee Study in effect at the time of the service. Organizations can obtain this study from the WSP Project Manager identified on Page 1 of this Agreement. WSP will charge a \$50 cancellation fee if the Purchaser cancels a flight within forty-eight (48) hours from the scheduled departure.

3. **Payment for Services.** WSP shall bill the Organization no more than once per month in accordance with this Agreement. WSP shall send billings to the Organization billing address identified on Page 1 of this Agreement. The Organization shall reimburse WSP within 30 days of receipt of billing from WSP.