

**INTERAGENCY AGREEMENT
BETWEEN
WASHINGTON STATE UNIVERSITY
AND
WASHINGTON DEPARTMENT OF FISH & WILDLIFE**

THIS INTERAGENCY AGREEMENT (the "Agreement") is by and between Washington State University, an institution of higher education and agency of the state of Washington (hereafter referred to as "WSU"), and the Washington Department of Fish and Wildlife, a State of Washington Agency located in Olympia, WA (hereafter referred to as "Agency").

IT IS THE PURPOSE OF THIS AGREEMENT to memorialize the terms and conditions under which WSU Professional Education (WSU-PE) will provide conference management services to the Agency

NOW, THEREFORE, the parties agree as follows:

I. STATEMENT OF WORK

Each party shall do all things necessary for and incidental to the performance of the duties set forth below.

A. Duties of WSU:

1. PROGRAM DEVELOPMENT SUPPORT

- a. Serve as a non-voting member of the Conference Planning Committee and attend necessary Committee meetings
- b. Provide timelines as needed to Committee members
- c. Serve as unified point of contact for Committee communication (i.e., speaker names, session titles, general program information)
- d. Keep a running draft of the program with updates of speakers, sessions, and other information

2. FINANCIAL MANAGEMENT

- a. Establish a budget with the Conference Planning Committee. Maintain budget by tracking expenses
- b. Review all final facility, catering, and audio-visual billing for accuracy
- c. Secure paperwork and issue reimbursement for travel as determined appropriate by the client
- d. Manage refunds according to conference policy
- e. Provide a final financial report after all bills are paid

3. REGISTRATION AND SESSION MANAGEMENT

- a. Design and facilitate online registration
 - i. Provide session management where participants can sign up for particular sessions to appear on their individual agenda

WDFW's contract number 23-21689

- b. Provide customer support for potential participant registration questions
 - c. Email registration confirmation letters upon receipt of registration
 - d. Send reminder information to registered attendees as needed
 - e. Print and prepare custom attendee name tags
 - f. Provide access to online portal for Committee to obtain up-to-date registration data
4. FACILITY CONTRACT MANAGEMENT
- a. Manage contract obligations for hotel
 - b. Gather pertinent information about hotel / facility for attendee correspondence
 - c. Ensure venue set up aligns with conference agenda and goals
 - d. Develop meeting specifications and communicate meeting needs to venue based on the Committee's requests
5. FOOD AND BEVERAGE MANAGEMENT
- a. Provide Agency with an estimate on food and beverage costs in line with conference goals
 - b. Ensure that food and beverage plans are in line with event use agreements
 - c. Develop meeting specifications and communicate food and beverage needs to facility based on the Committee's requests
 - d. Review appropriate banquet events orders and not adjustments as needed
 - e. Review all final billing for accuracy
6. AUDIO VISUAL MANAGEMENT
- a. Work with in-house audio-visual provider to support conference agenda
 - b. Assess audio-visual needs with Agency for appropriate arrangements
 - c. Negotiate the cost and needs with the audio-visual provider
 - d. Organize an audio-visual itinerary
 - e. Gather speakers' presentations and load them on presentation computers before each session
7. WEBSITE DESIGN
- a. Develop the conference website in conjunction with the online registration system
 - b. Design, create, and host website including conference information, conference agenda, and hotel information page
 - c. Upload event-related content as identified by Agency
8. CONFERENCE SIGNAGE AND COLLATORAL
- a. Create conference signage for posting on conference rooms

WDFW's contract number 23-21689

- b. Create several agenda signs to be posted in the conference area for participant reference throughout the conference

9. **SPEAKER AND ABSTRACT MANAGEMENT**

- a. Abstract Management - Develop a call for trainings to collect proposed presentation abstracts from potential speakers.
 - i. Design, draft, and implement strategy for gathering abstracts
 - ii. Set timelines that match both applicant and Committee needs
 - iii. Facilitate the digital receipt, organization, review, and selection of abstract content
 - iv. Notify proposal submitters of the results of the selection process
- b. Create and distribute Speaker Confirmation letters outlining the responsibilities of the speaker
- c. Negotiate speaker contracts as necessary
- d. Negotiate and manage travel reimbursement with speakers, if needed
- e. Work with speakers to obtain presentation needs and materials

10. **ONSITE MANAGEMENT**

- a. Provide one staff member for the duration of the conference
- b. Provide overall coordination of onsite facility arrangement, including managing blocked sleeping rooms, food and beverage, meeting space, audio-visual, setup and onsite management prior to, during, and after the conference
- c. Walk event space to check for setup accuracy
- d. Work with Agency to oversee meeting room arrangements and audio-visual equipment needs
- e. Serve as liaison for the event facility staff for any questions or concerns

11. **OFFSITE TOURS COORDINATION**

- a. Negotiate and coordinate transportation arrangements for offsite tours

II. PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on January 23, 2023, and be completed on February 1, 2024 (the "Term"), unless terminated sooner as provided herein.

III. PAYMENT

Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34.130. The parties have estimated that the annual cost of accomplishing the work will not exceed \$27,283.70. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount prior to the commencement of any work which will cause the maximum payment to be exceeded. Compensation for services shall be based on the following rates and in accordance with the following terms:

WDFW's contract number 23-21689

Conference Management Fee	\$ 21,000.00	
Per registrant fee	\$ 1,500.00	assumes 100 registrants at \$15 per registrant
Staff overtime, travel, printing costs	\$ 2,600.00	assumes 8 hours overtime, 4 night stay, and either motor pool vehicle or personal auto reimbursement
ASC	\$ 2,183.70	WSU bills an 8.7% administrative service charge for all payments for services
<i>Total</i>	\$ 27,283.70	

IV. BILLING PROCEDURES

WSU-PE shall submit invoices to Agency at the end of the fiscal year for work completed prior to July 1, 2023. WSU-PE will then invoice after the conference concludes and expenses are posted to the WSU conference account for the remaining expenses related to the conference. Agency shall pay WSU-PE for all approved and completed work by warrant or account transfer within thirty (30) days of invoicing. Penalties for late payments (defined as those paid beyond thirty (30) days after receipt of invoice) shall be assessed at one percent (1%) per month.

Invoices shall be submitted to:

Washington Department of Fish and Wildlife

Attn: Morgan Stinson

Email: Morgan.Stinson@dfw.wa.gov, cc: sarah.meyer@dfw.wa.gov

1111 Washington St. SE

Olympia, WA 99501

V. 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 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. All books, records, documents, and other material relevant to this Agreement will be retained for six year 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.

VI. RIGHTS IN DATA

Unless otherwise provided, any data that originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by WSU. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

VII. 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.

VIII. MODIFICATION

This Agreement may be modified or 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.

IX. 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. Under this section or the following section, if the parties choose to partially or completely terminate this Agreement, the parties shall either mutually agree how any property involved shall be disposed of. If they are unable to do so, they shall submit the dispute to the Dispute Panel provided for in Section XI.

X. 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 fifteen (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. See Section IX for the provisions for disposition of property upon the partial or complete termination of this Agreement.

XI. DISPUTES

In the event that a dispute arises under this Agreement that the parties can't resolve, they shall allow the dispute to be decided by a Dispute Panel in the following manner: Each party to this Agreement shall appoint one member to the Dispute Panel. The members so appointed shall jointly appoint an additional member to the Dispute Panel. The Dispute Panel shall review the facts, contract terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Panel shall be final and binding on the parties hereto. There shall be no charge to the parties for these services of the Dispute Panel.

As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

XII. 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.

XIII. ASSIGNMENT

The work to be provided under this Agreement, and any claim arising under this Agreement is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

XIV. 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 a writing signed by an authorized representative of the party and attached to the original Agreement.

XV. 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.

XVI. ENTIRE AGREEMENT

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.

WDFW's contract number 23-21689

XVII. CONTRACT ADMINISTRATION

A designated contract administrator for each of the parties shall administer this Agreement and be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The Contract Administrator for WSU is:

Name: Brittany Labbe
Email: brittany.labbe@wsu.edu
Telephone: 253-445-4629
Department: Professional Education
Address: PO Box 645222, Pullman, WA 99164-5222

The Contract Administrator for Agency is:

Name: Sarah Meyer
Email: sarah.meyer@dfw.gov
Telephone: 360-902-2201
Department: Financial Services Program
Address: 1111 Washington St. SE
Olympia, WA 98501

XVIII. SIGNATURES

The parties affirm they have designated the persons below to have signature authority for the parties. By their signatures on this Agreement, the parties agree to all of its terms and conditions.

WASHINGTON STATE UNIVERSITY

("WSU")

Recommended by: Jennifer Cook, Ph.D.
By: _____
Name: Jennifer Cook, Ph.D.
Title: Director, Professional Education
Date: _____

Approved by:
By: Heather Davison
Name: Heather Davison
Title: Contract Manager, Procurement & Contract Services
Date: 2/16/2023

WASHINGTON DEPARTMENT OF FISH AND WILDLIFE

("Agency")

Recommended by: Morgan Stinson
By: _____
Name: Morgan Stinson
Title: Chief Financial Officer
Date: 2/21/2023

Approved by: Jeffrey Hugdahl
By: _____
Name: Jeff Hugdahl
Title: Contracts Officer
Date: 2/21/2023

Certificate Of Completion

Envelope Id: 997B9FC5E7A64B47866CD43027FE8317	Status: Completed
Subject: WDFW agreement no. 23-21689	
Source Envelope:	
Document Pages: 7	Signatures: 2
Certificate Pages: 2	Initials: 0
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	DFW DocuSign Contracts
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	1111 Washington Street
	Olympia, WA 98501
	svcDocuSignCT477@dfw.wa.gov
	IP Address: 34.218.25.184

Record Tracking

Status: Original 2/21/2023 9:02:58 AM	Holder: DFW DocuSign Contracts svcDocuSignCT477@dfw.wa.gov	Location: DocuSign
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Washington State Department of Fish & Wildlife	Location: DocuSign

Signer Events

Morgan Stinson
Morgan.Stinson@dfw.wa.gov
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

3653CBCB4500463...

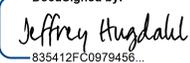
Signature Adoption: Pre-selected Style
Using IP Address: 198.99.101.248

Timestamp

Sent: 2/21/2023 9:04:05 AM
Viewed: 2/21/2023 9:07:43 AM
Signed: 2/21/2023 9:07:48 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Jeffrey Hugdahl
Jeffrey.Hugdahl@dfw.wa.gov
Contracts Manager
Security Level: Email, Account Authentication (None)

DocuSigned by:

835412FC0979456...

Signature Adoption: Pre-selected Style
Using IP Address: 198.99.101.241

Sent: 2/21/2023 9:07:50 AM
Viewed: 2/21/2023 9:08:09 AM
Signed: 2/21/2023 9:08:16 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Jennifer Cook
jencook@wsu.edu
Security Level: Email, Account Authentication (None)

COPIED

Sent: 2/21/2023 9:08:19 AM
Viewed: 2/21/2023 9:08:55 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
Brittany Labbe brittany.labbe@wsu.edu Security Level: Email, Account Authentication (None)	COPIED	Sent: 2/21/2023 9:08:21 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Witness Events	Signature	Timestamp
----------------	-----------	-----------

Notary Events	Signature	Timestamp
---------------	-----------	-----------

Envelope Summary Events	Status	Timestamps
-------------------------	--------	------------

Envelope Sent	Hashed/Encrypted	2/21/2023 9:04:06 AM
Envelope Updated	Security Checked	2/21/2023 9:06:07 AM
Envelope Updated	Security Checked	2/21/2023 9:06:07 AM
Certified Delivered	Security Checked	2/21/2023 9:08:09 AM
Signing Complete	Security Checked	2/21/2023 9:08:16 AM
Completed	Security Checked	2/21/2023 9:08:21 AM

Payment Events	Status	Timestamps
----------------	--------	------------