



**INTERAGENCY AGREEMENT  
BETWEEN  
WASHINGTON STATE UNIVERSITY  
AND  
WASHINGTON STATE DEPARTMENT OF HEALTH**

**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 Washington State Department of Health, a state agency located (hereafter referred to as “DOH”).

**IT IS THE PURPOSE OF THIS AGREEMENT** to memorialize the terms and conditions under which WSU Professional Education will provide conference management services to DOH.

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:
    - i. Virtual Platform Sourcing and Management
      1. Arrange the virtual platform.
      2. Design platform engagement to serve Client and event needs.
      3. Create a how-to log-in instructions to send to attendees ahead of event.
      4. Provide virtual platform using WSU-PE staff license.
      5. Record virtual sessions.
    - ii. Audio Visual
      1. Assess audio visual needs with Client and coordinate appropriate arrangements.
    - iii. Event Website Creation and Hosting
      1. Develop conference website with the following web pages:
        - a. Home Page
        - b. Registration Page
        - c. Contacts Page
        - d. Session Recordings Page
      2. Host website for up to 60 days after the event.
      3. Upload/update event-related content as directed by the Client.
        - a. Includes uploading session recordings on a public-facing page on the event website.
    - iv. Registration Management
      1. Design and facilitate online registration for up to three categories of attendees.
      2. Collect name, address, email, and phone for each of the three categories of attendees.
      3. Receive and process registrations online.
      4. Email registration confirmation emails upon receipt of registration.



- v. Marketing/Graphic Design
    1. Produce a pdf marketing flyer for the event.
      - a. It is understood that DOH will be providing the logo.
      - b. It is understood that DOH will distribute the flyer through their own communication channels.
    2. Produce one social media graphic.
      - a. It is understood that DOH will be posting this through their own social media channels.
    3. Create a marketing email
      - a. It is understood that DOH will distribute this email through their own communication channels.
  - vi. Customer Service and Attendee Communication
    1. Provide and manage email and phone number for potential participant registration questions.
    2. Handle customer questions related to conference activities.
    3. Send reminder information to registered attendees as needed.
  - vii. Speaker Management
    1. Virtual Events: Schedule and manage speaker tests to ensure speakers know how to perform basic functions, such as screen sharing, prior to their presentation.
  - viii. Onsite Management, Virtual
    1. Information Desk—provide one staff member to staff the email inbox assisting participants throughout the day.
    2. Virtual Platform
      - a. Serve as liaison for Zoom events arrangements to ensure set-ups are as needed.
    3. Audio-Visual
      - a. Serve as liaison for WSU AOI Media Services
      - b. Review final bill for accuracy in what was provided.
- b. Duties of DOH: The Agency's conference leader or Committee will plan and conduct all aspects of the program not assigned to WSU-PE as listed above and will cooperate with WSU-PE in carrying out its duties under this Agreement.

## II. PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence upon signature, and be completed on September 30, 2023 (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 \$16,978.80. Payment for satisfactory performance of the work shall not exceed this amount unless the number of registrants and/or number of speakers exceeds the estimated number, and/or 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:

- A) Management Fee \$13,500.00
- B) Per person Fee: \$15 per registration record received.
  - a. It is currently estimated there may be up to 100 attendees. Estimated total cost for this item would be \$1,500. If registrants exceed 100 attendees, DOH is responsible for that increased cost.
- C) Pre-event Speaker Test: \$100/speaker
  - a. It is currently estimated that there will be 9 speakers. With 9 speakers, estimated cost for this item would be \$900. If speaker numbers exceed 9 speakers, DOH is responsible for that increased cost.
- D) Credit Card processing fee of 3.5% of all revenue collected by credit card.
  - a. It is currently understood that no registration revenue will be received for this event.
  - b. If DOH chooses to pay their final invoice by credit card, that total amount will be subject to this 3.5% credit card fee which will be the responsibility of DOH.
- E) WSU charges an 8.7% administrative service fee on the management fee, per person fee, and credit card fee.

#### IV. BILLING PROCEDURES

WSU-PE shall submit invoices to DOH upon completion of the June 29, 2023, event. DOH 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 invoicing. Penalties for late payments (defined as those paid beyond 30 thirty (30) days after receipt of invoice) shall be assessed at one percent (1%) per month.

Invoices shall be submitted to:

Washington State Department of Health  
Attn: Nikki Guillot, CPH  
Ph: 360-236-3114  
Email: [Nikki.guillot@doh.wa.gov](mailto:Nikki.guillot@doh.wa.gov)

#### 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 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.

VI. 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.

VII. 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.

VIII. 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.

IX. 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.

X. 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, contracts 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.

XI. GOVERNANCE

This Agreement is entered into pursuant to an 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 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 this Agreement, including materials incorporated by reference.

XII. 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.

XIII. 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.

XIV. 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.

XV. 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.

XVI. 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

College or Department: WSU Professional Education

Telephone: 253-445-4629

Email: [brittany.labbe@wsu.edu](mailto:brittany.labbe@wsu.edu)



The Contract Administrator for DOH is:  
Name: Nikki Guillot  
Department: Washington State Department of Health, Source Water Protection  
Program Manager  
Telephone: 360-236-3114  
Email: nikki.guillot@doh.wa.gov

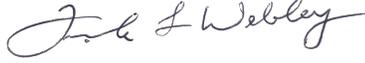
XVII. SIGNATURES

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 DEPARTMENT OF HEALTH (“DOH”)**

DOH Contract Number: GVS28493-0

Approved by:

Signature:  Date: 06/16/2023  
Name, Title: Frank Webley, DOH Contract Officer, Financial Services Division

**WASHINGTON STATE UNIVERSITY (“WSU”)**

Recommended by:

Signature:  Date: 06/16/2023  
Name, Title: Brittany Labbe, Assistant Director, WSU Professional Education

Approved by:

Signature:  Date: 06/22/2023  
Name, Title: Heather Davison, Contract Manager, Procurement & Contract Services