

**INTERAGENCY AGREEMENT  
BETWEEN  
WASHINGTON STATE UNIVERSITY  
AND  
SOUTHWEST REGIONAL EDUCATION COOPERATIVE**

**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 Southwest Regional Education Cooperative, an agency of the state of New Mexico located in Deming, NW (hereafter referred to as "Client").

**IT IS THE PURPOSE OF THIS AGREEMENT** to memorialize the terms and conditions under which WSU-Professional Education will provide conference management services to Client for the Gear Up West Conference currently set for October 27-29, 2024.

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. Program Development Support

1. Serve as a non-voting member of the Conference Planning Committee and attend Committee meetings in person or by teleconferencing as required.
2. Provide timelines as needed to Committee members at Committee meetings.
3. Create agenda, with direct input from the Chair, for Committee meetings.
4. Attend calls or in-person meetings and set action items that need to be completed.

ii. Financial Management

1. In conjunction with the Conference Planning Committee, establish an event budget.
2. Maintain budget by tracking revenue and expenses managed by WSU-PE.
3. Provide second-column in the budget for revenues collected or expenses paid by the Client.
4. Pay bills associated with contracts signed by WSU-PE, providing supporting paperwork.
5. Review bills associated with contracts signed by Client and managed by WSU-PE to ensure accuracy before payment by the client.

iii. Venue Management

It is understood that the Client will negotiate and sign venue contract.

1. Manage contract obligations for venue.

iv. Hotel Management

It is understood that the Client will negotiate and sign hotel contracts.

1. Manage contract obligations for venue.
- v. Food and Beverage Negotiation and Management  
It is understood that the Client will negotiate and sign any catering contracts needed.
1. Provide Client with an estimate on food and beverage costs in line with conference goals.
  2. Ensure food and beverage plans are in line with event use agreements.
  3. Obtain necessary permits, if necessary.
  4. Develop meeting specifications to communicate food and beverage to the venue based on the Client's requests.
  5. Review final billing for accuracy.
  6. Collect dietary restrictions from attendees and communicate those to the catering provider.
- vi. Audio Visual Negotiation and Management
1. Work with in-house audio-visual provider.
  2. Assess audio visual needs with Client and coordinate appropriate arrangements.
- vii. Graphic Design
1. Provide graphic design services for one conference program. Costs associated with printing and shipping will be the responsibility of the Client.
- viii. Event Website Creation and Hosting
1. Develop conference website with the following web pages:
    - a. Home Page
    - b. Registration Page
    - c. Travel & Accommodations Page
    - d. Call for Abstracts/Submissions Page
    - e. Agenda
    - f. Professional of the Year
  2. Host website for up to 60 days after the event.
  3. Upload/update event-related content as directed by the Client.
- ix. Registration Management
1. Design and facilitate online registration for attendees.
  2. Collect name, address, email, and phone, dietary restrictions and additional informational items.
  3. Receive and process registrations online.
  4. Collect payments by Visa, MasterCard, American Express, Discover Card.
  5. Collect payments by check.
  6. Collect payments by WSU ISD.
  7. Email registration confirmation emails upon receipt of registration.
  8. Manage refunds according to conference policy.
  9. Execute collection efforts on outstanding balances for up to 90 days after the conference or event.
  10. Prepare standard attendee nametags, including basic lanyard and name badge holder with conference logo, first and last name, company, and one other data

item from registration questions.

- x. 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.
  
- xi. Speaker Selection
  - 1. Develop online Call for Presentations according to Client guidelines.
  - 2. Set timelines that match both applicant and planner needs.
  - 3. Coordinate the digital receipt, organization, review, and selection of abstract content.
  - 4. Create presentation submission review process with up to 5 scoring categories.
  - 5. Distribute presentation submission review process to review committee.
  - 6. Collect review committee scoring and create summary scoring to be sent back to the review committee for final decision.
  
- xii. Speaker Management
  - 1. Gather speakers' presentations according to agreed-upon timeline.
  - 2. Obtain speaker audio-visual needs.
  
- xiii. ADA Coordination
  - 1. Add accessibility question to registration to collect accessibility needs.
  - 2. Distribute accessibility guidelines to speakers for any papers or presentations to be posted on a WSU-PE hosted website.
  - 3. Coordinate ASL interpreters for needed sessions. Direct expenses related to ASL interpreters will be the responsibility of the Client.
  - 4. Coordinate accessibility needs for physical needs.
  
- xiv. Onsite Management, In Person and Virtual
  - 1. Provide two staff onsite for 3 days to provide support, plus two total travel days.
  - 2. Venue / Virtual Platform
    - a. Serve as onsite liaison for venue arrangements to ensure rooms sets are as ordered for one venue.
    - b. Review final bill for accuracy in what was provided.
  - 3. Caterer
    - a. Serve as onsite liaison for catering arrangements to ensure sets are as ordered.
    - b. Review final bill for accuracy in what was provided.
  - 4. Audio-Visual
    - a. Serve as liaison for audio-visual arrangements to ensure sets are as ordered.
    - b. Review final bill for accuracy in what was provided.
  - 5. Accessibility Coordination
    - a. Serve as onsite liaison for accessibility arrangements to ensure arrangements are as ordered.
    - b. Review final bill for accuracy in what was provided.
  - 6. Speakers

- a. Preload speaker presentations for those received by the submission deadline.
- b. Manage terms of speaker contract as it pertains to onsite terms.

b. Duties of Client:

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 on signature and be completed on March 31, 2025 (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. Compensation for services shall be based on the following rates and in accordance with the following terms:

- A) Management Fee \$35,000.00
- B) Per person Fee: \$15 per registration record received.
- C) Credit Card processing fee of 3.5% of all revenue collected by credit card.
- D) Direct Expenses, including:
  - a. Accessibility services, including but not limited to ASL interpreters, live transcription services, and accurate transcription services.
  - b. Printing Costs
  - c. Shipping/Mailing Costs
  - d. Overtime Costs
  - e. Travel associated with the management of this contract including Client and committee meetings, site visits, and onsite management.
- E) EXTERNAL TO WSU--WSU currently charges an 8.7% administrative service fee on the management fee, per person fee, credit card fee, and overtime costs. Beginning FY25, this fee may increase to 12.8%. The Client will be billed the actual administrative service fee up to 12.8%. If the fee does not increase, the original 8.7% fee will be billed.

IV. BILLING PROCEDURES

WSU-PE shall submit invoices to Client at the conclusion of services. Client 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 assess at one percent (1%) per month.

Invoices shall be submitted to:

SWREC10 Accounts Payable  
Attn: Lauren Verduzco

RE: Gear Up West  
lverduzco@swreconm.org

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. 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, 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.

**XII. 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.

**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.

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, Assistant Director  
College or Department: Professional Education  
Email: Brittany.labbe@wsu.edu

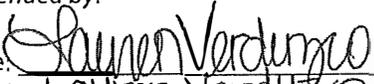
The Contract Administrator for SWREC10 is:  
Name: Lauren Verduzco  
Department: SWREC Business Office  
Email: lverduzco@swrecnm.org

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.

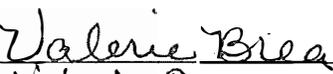
SOUTHWEST REGIONAL EDUCATION COOPERATIVE ("CLIENT")

Recommended by:

Signature:   
Name, Title: Lauren Verduzco  
IGA Project Coordinator

Date: 04.03.2024

Approved by:

Signature:   
Name, Title: Valerie Brea  
Executive Director

Date: 4-3-2024

WASHINGTON STATE UNIVERSITY ("WSU")

Recommended by:

Signature: Jennifer Cook Digitally signed by Jennifer Cook  
Date: 2024.04.05 07:41:59 -07'00' Date: \_\_\_\_\_  
Name, Title: Jennifer Cook, Director, WSU Professional Education

Approved by:

Signature:   
Name, Title: Heather Davison  
Contract Manager  
Procurement & Contract Services

Date: 5/3/2024