

**INTERAGENCY AGREEMENT
BETWEEN
WASHINGTON STATE UNIVERSITY
AND
DEPARTMENT OF CHILDREN, YOUTH AND FAMILIES**

Initials
WSU 
Other Party 

THIS INTERAGENCY AGREEMENT (the "Agreement") is by and between Washington State University, by and through its Professional Education unit, an institution of higher education and agency of the state of Washington (hereafter referred to as "WSU"), and the Department of Children, Youth and Families, an agency of the state of Washington (hereafter referred to as "Agency").

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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 Agency for the Annual Children's Justice Conference, anticipated for May 6-7, 2025.

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 by teleconferencing.
2. Provide timelines and milestones to Committee members at Committee meetings, including but not limited to hotel room cut off dates, registration pick up numbers, scheduling, speaker updates, food and beverage guarantee dates, and information related to set-up and breakdown of the event.
3. Meet virtually with the DCYF Program Manager, a minimum of twice a month to a maximum of twice a week. The need for meetings will be determined collaboratively between the DCYF Program Manager and the WSU-PE Conference Manager.
4. Attend calls and virtual meetings and set action items that need to be completed.
5. Support Agency in selecting the best solutions.
6. Copy Agency point of contact on requested communications, including with venue, hotel, catering and speakers/presenters.

ii. Financial Management

1. In conjunction with the Conference Planning Committee and grant manager, establish an event budget.
2. Maintain budget by tracking revenue and expenses managed by WSU-PE.
3. Manage registration refunds according to conference policy.
4. Execute registration collection efforts on outstanding balances ahead of the conference and for up to 90 days after the conference.
 - a. Provide the Agency with a list of paid and unpaid registrations.

5. Set up registration module to send daily emails showing all registration revenue, balances owed, and payment methods.
 6. Issue refund of revenue during the week of the 21st of each month.
 - a. Money will represent the fees collected from the 1st to the 31st of the previous month minus the following fees:
 - i. 2.9% plus \$0.30 per transaction credit card transaction fee for revenue collected by credit card payment.
 - ii. Per registrant fee for registrations received during that month.
 - iii. Any direct expenses incurred during the represented month.
 - iv. Administrative Service Fee on credit card fees and per registrant fee incurred during that month.
 7. Provide final budget reconciliation.
- iii. Venue Sourcing, Negotiation, and Management
 1. Manage contract obligations for venue.
 2. Coordinate rooms assignment for Plenary and keynote sessions, breakouts, workshops, and exhibit hall.
 - iv. Hotel Sourcing, Negotiation, and Management
 1. Manage contract obligations for hotel.
 - v. Food and Beverage Negotiation and Management
It is understood that Food and Beverage is to be provided by the selected venue.
 1. Provide Agency with an estimate of food and beverage costs in line with conference goals.
 2. Ensure guarantees delivered within the timeframe set out by food and beverage provider.
 3. Make a good faith attempt to secure per diem rates for the food and beverage provided.
 4. Review final billing for accuracy.
 5. 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. Understanding that if an external audio-visual provider is needed, secure three bids from providers. Provide bids to client so client can complete informal/formal bid processes as needed for their organization.
 3. Assess audio visual needs with Agency and coordinate appropriate arrangements.
 - vii. Graphic Design
 1. Provide graphic design services for one conference program including a schedule of sessions and rooms. This will be included the website. Costs associated with printing and shipping will be the responsibility of the Agency.
 - viii. Marketing List Management
Agency confirms that list provided to WSU-PE meets GDPR guidelines.

1. Update mailing list from previous Children's Justice Conference provided by Agency.
 2. Process change-of-address forms.
 3. Make necessary deletions.
 4. Add new registrants to main mailing list.
 5. Eliminate duplications.
 6. Ensure one recipient per household address and/or business address.
 7. Automated subscribe/unsubscribe function
- ix. Event Website Creation and Hosting
1. Update the existing conference website including the following web pages:
 - a. Welcome Page
 - i. Includes information on how to become an exhibitor at the conference
 - b. Featured speakers with biographies
 - c. Faculty Page
 - d. Award recipients
 - e. Session pages, including schedule of sessions and rooms
 - f. Registration
 - g. Workshop handouts
 - h. Mailing list
 - i. Children's Justice Task Force Information Pages
 2. Manage website for up to 60 days after the event.
 3. Upload/update event-related content as directed by the Agency.
- x. Registration Management
- It is understood that DCYF anticipates a minimum of 1200 people in attendance at this conference.*
1. In coordination with Agency Program Manager, design and facilitate online registration for attendees, sponsored attendees, speakers, faculty, exhibitors, and sponsors.
 2. Collect name, address, email, type of attendee, and phone for attendees as well as additional information identified by the Agency.
 3. Receive and process registrations online.
 4. Collect credit card payments by Visa, MasterCard, American Express, Discover Card.
 5. Collect payments by check, ACH/Wire transfer, or purchase order.
 - a. For those selecting purchase order payment, the automatically sent registration confirmation email will also serve as the invoice.
 6. Collect payments by WSU ISD.
 7. Email registration confirmation emails upon receipt of registration.
 8. 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.
 9. Make personalized agenda selections available electronically.
- xi. Sponsored Attendee Management

1. Create registration category for sponsored attendees that are held as unconfirmed.
 2. Provide a list to the Agency of sponsored attendees for review and approval one (1) week prior to hotel cutoff date.
 3. Upon receipt of DCYF's confirmation of sponsored attendees, approve confirmed sponsored attendees and ensure registration confirmation email automatically sends.
 4. Coordinate hotel arrangements for sponsored attendees.
 5. Provide sponsored attendees check-in dates, check-out dates, and hotel location.
- xii. 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.
- xiii. Conference App
1. Manage mobile app account and upload information as determined by Agency, including but not limited to:
 - a. Schedules
 - b. Speaker Bios
 - c. Session Descriptions
 - d. Interactive maps
 2. Manage participant engagement features within the mobile app.
 3. Update/upload event-related content as directed by Agency.
 4. Provide participant communication with mobile app instructions.
 5. Provide tech support to participants.
 6. Provide Agency with engagement analytics and reports.
- xiv. Speaker Management
- It is understood that the Agency will receive speaker bios and update the website accordingly.*
1. Distribute speaker packets for speakers selected by DCYF, including:
 - a. Welcome letter written by the Agency, including asking for speaker bios to be sent to the Agency
 - b. Speaking date, time, and location updated by WSU-PE
 - c. Map and driving directions to the facility created by the Agency
 2. Coordinate speaker audio-visual needs.
- xv. Travel Paperwork for Reimbursement
1. Secure paperwork needed for reimbursement for travel for speakers, committee, and other attendees as determined appropriate by Agency.
 2. Provide Agency with completed paperwork for Agency to issue reimbursement.
- xvi. Exhibitor Registration and Management
1. Distribute invitation communications to Agency-identified possible exhibitors.

2. Add an advertisement on the website Welcome page on how to become an Exhibitor for the conference.
 3. Add exhibitor registration to the online registration portal.
 4. Coordinate deliverables for exhibitors including assignment of exhibitor space.
 5. Track exhibitor registrations on budget.
 6. Coordinate with venue for exhibit hall arrangements.
- xvii. 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 accessibility needs with venue.
- xviii. Onsite Management, In Person and Virtual
1. Information Desk—provide 4 of staff onsite for 2 conference days to provide support.
 - a. Provide two onsite registration computers.
 - b. Provide printed name badges for those registering onsite.
 - c. Print personalized agenda for those registering onsite.
 2. Registration Packets for pickup onsite to include:
 - a. Pre-printed name badge, name badge holder, and lanyard.
 - b. Conference Program
 - c. Personalized Agenda for each registrant
 - d. Ribbons as needed for presenters, volunteers, task force members, and DCYF staff.
 3. Venue
 - 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.
 4. 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.
 5. 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.
 6. 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.
 7. Speakers
 - a. Preload speaker presentations for those received by the submission deadline.
 8. Sponsors
 - a. Serve as onsite liaison to ensure sponsorship deliverables are accomplished.
 9. Exhibitors

- a. Serve as onsite liaison for exhibitors.
- b. Review final decorator bill for accuracy in what was provided.

10. Volunteer Coordination

- a. Coordinate volunteer needs with Agency point of contact, including special needs.

xix. Post-Conference Analysis

1. Electronic Evaluations:

- a. Create speaker/session evaluation for each of 100 breakout sessions.
- b. Create overarching conference evaluation.
- c. Create evaluation for vendors with whom the conference engaged, including hotels, venue, vendors, and catering services.
- d. Distribute evaluations via link or QR code to all attendees.
- e. Provide data reports to Agency within 10 days of the last day of the conference.

2. Participate in post-conference debriefing with Advisory Committee

B. Duties of Agency:

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 signing and be completed on October 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 \$85,000.00
- B) Per person Fee: \$16 per registration record received.
- C) Credit Card processing fee of 2.9% plus \$0.30 per transaction for all revenue collected by credit card.
- D) Direct Expenses, including, but not limited to:
 - a. Mobile App Fee: \$4,000, only charged if Agency decides to use the mobile app provided by WSU-PE
 - b. Accessibility services, if needed, and if arranged by and pay for by WSU-PE
 - c. Printing Costs, if incurred
 - d. Shipping/Mailing Costs, if incurred
 - e. Overtime Costs, only if incurred, and approved verbally by Agency
 - f. Travel associated with the management of this contract including Agency and committee meetings, site visits, and onsite management.
- E) WSU charges an 8.7% administrative service fee on the management fee, per person fee, and overtime costs.

IV. BILLING PROCEDURES

During the week of the 21st of each month, WSU will issue a refund of collected revenue representing the fees collected from the 1st to the 31st of the previous month minus the following fees:

- A. 2.5% plus \$0.30 per transaction credit card transaction fee for revenue collected by credit card payment.
- B. Per registrant fee for registrations received during the indicated period.
- C. Any direct expenses incurred during the represented month.
- D. Administrative Service Fee on credit card fees and per registrant fee incurred during that month.

At the conclusion of the event, WSU will submit an invoice to Agency for any yet unreimbursed expenses. 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 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:

Department of Children, Youth and Families
Attn: Tarassa Froberg, Program Manager
Tarassa.froberg@dcyf.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 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. Addendum A; and
- D. Any other provisions of this Agreement, including materials incorporated by reference.

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Other Party 

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WSU 
Other Party 

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

Initials
WSU: 
Other Party


This Agreement, together with the Addendum A and EXHIBIT A: ESTIMATES BASED ON INDICATED ASSUMPTIONS, which are attached hereto and incorporated herein by this reference, 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:
Brittany Labbe, Assistant Director or assigned Conference Manager
Professional Education
Brittany.labbe@wsu.edu

The Contract Administrator for Agency is:
Tarassa Froberg, Program Manager
Department of Children, Youth and Families
Tarassa.froberg@dcyf.wa.gov Name:

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.

DEPARTMENT OF CHILDREN, YOUTH AND FAMILIES ("Agency")

Recommended by:

Signature:  Date: 9.20.2024
Name, Title: Stephen V. Collier, Office Chief

Approved by:

Signature: _____ Date: _____
Name, Title: _____

WASHINGTON STATE UNIVERSITY ("WSU")

Recommended by:

Signature: Jennifer Cook Digitally signed by Jennifer Cook
Date: 2024.09.20 08:56:52 -07'00' Date: _____
Name, Title: Jennifer Cook, Director, Professional Education

Approved by:

Signature:  Date: 10/8/2024
Name, Title: Heather Davison, Contracts Manager

Addendum A

- a) Washington State University and its officers, agents, employees and registered volunteers, when acting in good faith and within the scope of their official duties, are covered by the State of Washington's Self-Insurance Liability Program (SILP) and the Tort Claims Act (RCW 4.92.060 et seq.), and successful claims against Washington State University and its covered entities in the performance of this Agreement will be paid from the tort claims liability account as provided in RCW 4.92.130.
- b) Anything in this Agreement to the contrary notwithstanding, the parties expressly acknowledge and agree that (1) Washington State University's liability and indemnification obligations hereunder are subject to the coverage limits (as to type and amount) as described in the SILP, and (2) Washington State University will only provide a defense to the Department of Children, Youth, and Families if the Office of the Attorney General for Washington determines that (a) coverage for the costs of the same are within the scope of the coverage afforded to Washington State University by the SILP and the Tort Claims Act, or (b) notwithstanding a lack of coverage for such defense costs, it is appropriate for Washington State University and the State of Washington to do so.

Initialed:

Washington State University: 
Department of Children, Youth and Families: 

EXHIBIT A: ESTIMATES BASED ON INDICATED ASSUMPTIONS
 Agency will be responsible for all final expenses

Services Subject to ASC		
Management Fee	\$ 85,000.00	
Per person fee--\$16	\$ 24,000.00	assumes 1500
Overtime--4 people	\$ 1,000.00	
Administrative Service Charge	\$ 9,570.00	
Expenses Not Subject to ASC		
travel expenses x 4 people	\$ 5,600.00	3 hotel room nights + per diem + travel (air/car)
Mobile App Fee	\$ 4,000.00	Only billed if DCYF uses the WSU-provided app
Credit card fee 2.9%	\$ \$10,150.00	assumes 700 people pay \$500 each by credit card; charged only on paid revenue
Credit card fee \$0.30 per transaction	\$ 210.00	assumes 700 transactions
Accessibility Services	\$ 2,000.00	assumes WSU-PE arranges the services and pays the bill
Printing/Shipping	\$ 2,000.00	
Total Estimated Expenses Based on Assumptions	\$ 143,530.00	

