

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

Agreement number K5123 is made and entered into by and between the Washington State Department of Agriculture, "WSDA", located at 1111 Washington St. SE, PO Box 42560, Olympia, WA 98504-2560 and Washington State University, referred to as "WSU," located at 4420 E 8<sup>th</sup> Ave. Spokane Valley, WA 99212

PURPOSE

The purpose of this Agreement is to allow WSU to provide federal grant funding to WSDA in order to utilize WSDA's South Korea Trade Representative, Greenier International, for services required in support of the project, "Specialty Beverage Outbound Trade Mission to South Korea." Funding for this project is provided by the U.S. Small Business Administration Portable Assistance Program.

STATEMENT OF WORK

WSU shall reimburse WSDA for approved work as performed by Greenier International for the coordination and oversight of all in-country aspects of the trade mission as described in **Exhibit A** including transportation, meeting space, interpreters, one-on-one business meetings, market briefings, tours and networking events.

PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on execution and be completed on April 30, 2024 unless terminated sooner as provided in this Agreement, or extended through a properly executed amendment.

ACKNOWLEDGEMENT OF FEDERAL FUNDING

This funding is authorized by 15 USC 648; 31 USC 6305; 13 CFR Part 130 and Grant/Cooperative Agreement No. SBAHQ23B0068 between the United States Small Business Administration and Washington State University.

COMPLIANCE WITH APPLICABLE FEDERAL LAW AND REGULATIONS

A. Subgrants and contracts issued under Cooperative Agreement No. SBAHQ21B0064 are subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards of 2 C.F.R. Part 200 Subparts A-F as implemented. Subrecipients and contractors are responsible for ensuring that their activities comply with all applicable Federal regulations.

B. Federal regulations applicable to this award include, without limitation, the following:

1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards 2 C.F.R. Part 200; 2 C.F.R. Part 220; 2 C.F.R. Part 215; and OMB Circular-A-133, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury;
2. Administrative Requirements as provided in Cooperative Agreement No.: SBAHQ21B0064;
3. Fly America Act 49 U.S.C. 40188; and
4. Generally applicable federal environmental laws and regulations.

COMPENSATION

Total compensation to WSDA (RECEIVING AGENCY) under this contract shall not exceed \$38,050. Payment to WSDA is based on the successful completion of expected deliverables and approved invoices as submitted to WSDA by Greenier International. 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 in accordance with the Budget in **Exhibit B** which is attached and incorporated herein.

BILLING PROCEDURES

WSDA shall submit one invoice to WSU upon completion of the project. Payment for approved goods and services will be made by check, warrant or account transfer within 30 days of receipt of a valid invoice.

BILLING DETAIL

Each invoice submitted to WSU by WSDA shall include such information as is necessary for the WSU to determine the exact nature of all expenditures. At a minimum, WSDA shall specify the following:

- a. WSDA Agreement Number K5213
- b. The amount per budget category as specified in Attachment B, Budget.
- c. Receipts and other back-up documentation shall be provided as required for expenses reimbursed to Greenier International by WSDA .
- d. The total invoice charge.

FUNDING CONTINGENCY

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to completion of the work in this Agreement, either agency may:

- a. Terminate this Agreement with fifteen (15) days advance notice. If this Agreement is 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;
- b. Renegotiate the terms of the Agreement under those new funding limitations and conditions;
- c. After a review of project expenditures and deliverable status, extend the end date of this Agreement and postpone deliverables or portions of deliverables; or,
- d. Pursue such other alternative as the parties mutually agree to writing.

MAINTENANCE OF RECORDS

- a. The parties to this Agreement shall each maintain books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) 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 of the contract, 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.

- b. If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- c. 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 any confidential information 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. However, the parties acknowledge that State Agencies are subject to chapter 42.56 RCW, the Public Records Act.

### RIGHTS IN DATA

Unless otherwise provided, 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 WSDA. 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.

### 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.

### AMENDMENT

This Agreement may be 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.

### TERMINATION FOR CONVENIENCE

Either party may terminate this Agreement upon 30 calendar 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.

### 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 15 working days. If the failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall evaluate the facts, Agreement terms, applicable statutes and rules, and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on both parties.

LICENSING, BONDING, INDUSTRIAL INSURANCE AND OTHER INSURANCE COVERAGE

Contractor shall ensure that all contractors hired to perform services under this Agreement shall comply with all applicable licensing and bonding requirements for the type of service to be performed, and with the provisions of Title 51, Industrial Insurance. Contractor shall also ensure that all contractors provide proof of an adequate amount of commercial general liability insurance coverage for the activities to be performed under any subcontract.

GOVERNING LAW AND VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and the venue of any action brought under this Agreement shall be in Superior Court for Thurston County.

ASSURANCES

The parties agree that all activity pursuant to this Agreement shall be in accordance with all applicable federal, state and local laws, rules, and regulations as they currently exist or as amended.

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.

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. Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing and signed by personnel authorized to bind each of the parties.

SEVERABILITY

If any term or condition of this Agreement is held invalid, such invalidity shall not affect the validity of the other terms or conditions of this Agreement.

CONTRACT MANAGEMENT

The contract manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

<b>The Contract Manager for WSDA is:</b>	<b>The Contract Manager for WSU is:</b>
Rianne Ham	Craig Abbs

International Marketing Manager WA State Department of Agriculture PO Box 42560 Olympia WA 98504-2560 360-902-1841 <a href="mailto:rienne.ham@agr.wa.gov">rienne.ham@agr.wa.gov</a>	4420 E 8 <sup>th</sup> Ave Spokane Valley, WA 99212 509-358-7775 Craig.abbs@wsu.edu
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ORDER OF PRECEDENCE

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 local laws, rules and regulations.
- b. This Agreement.
- c. Statement of Work, Exhibit A;
- d. Budget, Exhibit B;
- e. Any other provisions of the agreement, including materials incorporated by reference.

ALL WRITINGS CONTAINED HEREIN

This Agreement, consisting of seven (7) pages, contains all the terms and conditions agreed upon by the parties, which will be delivered in accordance with the WSDA General Terms and Conditions. It is executed by the persons signing below who warrant that they have the authority to execute the contract. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement.

**Washington State University**

**Washington State Department of Agriculture**

Heather Davison

Rianne Ham

(Print Name)

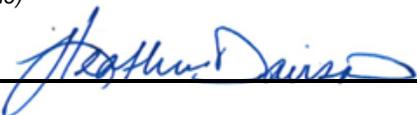
(Print Name)

Contract Manager  
Procurement & Contract Services

International Marketing Manager

(Title)

(Title)

 2/20/2024

 02/21/2024

(Signature)

(Date)

(Signature)

(Date)

**Exhibit A**  
**STATEMENT OF WORK**

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WSDA will enter into a separate agreement (Contract No. K5125) with Greenier International, hereafter referred to as “the Representative,” for the following:

The Representative will coordinate the Washington State Specialty Beverage Trade Mission to South Korea taking place March 18-22, 2024. The Representative will be responsible for the following:

**Pre-Activity**

- Coordinate with WSDA and WSBDC to plan the mission itinerary, coordinate travel arrangements, local logistics, etc.
- Secure the hotel (Westin Josun Seoul Hotel) for delegate accommodations, business meetings and networking activities
- Coordinate ground transportation in Seoul as needed
- Coordinate with the USDA Agricultural Trade Office in Seoul to organize market briefing
- Schedule and invite local importers and distributors to business matchmaking meetings with Washington company participants
- Design, translate and produce buyer and supplier profiles and other trade mission materials as-needed
- Coordinate sample shipping with suppliers
- Provide the final itinerary, meeting schedule and all approved materials to WSDA and WSBDC within two weeks prior to the mission
- Hire interpreters and provide other assistance as-needed
- *Deliverable 1*: submit progress report to WSDA and WSBDC by January 31, 2024 providing a status update on the above pre-activity responsibilities

**During Activity**

- Onsite assistance—provide necessary onsite coordination and assistance including reception, translation and interpretation, taking photos, etc.
- Meeting facilitation—manage pre-arranged one-on-one meetings for buyers and Washington companies
- Itinerary management—coordinate and manage local transportation for briefings, retail tours, etc.

**Post-Activity**

- Execute necessary mission follow-up including: contact each participating company to discuss their results, provide feedback from buyers and define their next steps.
- *Deliverable 2*: within 60 days following the trade mission, submit activity report that includes a daily overview of events and activities, a summary of findings (observations, lessons-learned and recommendations), photos and next steps.

**Attachment B**  
**BUDGET**

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WSU will make payment to WSDA upon approval of deliverables and a properly completed invoice as described in the contract section *Billing Procedures*. WSDA's invoice shall request reimbursement of payment to the Representative, not to exceed \$38,050, as follows:

- Representative fee for coordinating all in-country aspects of the trade mission: \$14,200 for 15 companies (\$7,000 first 6 companies; \$800 per additional company)
  - \$1,000 to be paid upon approval of Deliverable 1
  - Remainder to be paid upon approval of Deliverable 2
- Representative service fee including travel and translation of company profiles: \$2,350
- Reimbursement of ground transportation (bus rental up to 3 days): up to \$2,500
- Reimbursement of meeting space costs (10am-6pm including coffee and tea): \$5,300
- Reimbursement of interpreter costs: up to \$7,200 (\$480 per interpreter for 15 companies)
- Reimbursement of all approved networking event costs: up to \$4,700
- Reimbursement of production and printing costs: up to \$1,800

WSDA will make payment to the Representative upon the approval of deliverables and properly-completed invoices as described in contract K5215.