

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

Agreement number K5499 is made and entered into by and between the Washington State Department of Agriculture, "Contractor", located at 1111 Washington St. SE, PO Box 42560, Olympia, WA 98504-2560 and Washington State University, by and through its College of Agricultural, Human, and Natural Resource Sciences, "WSU", located at (421 Hulbert Hall 2020 Wilson Rd Pullman WA 99164 PO Box 646242 Pullman WA 99164-6242) .

PURPOSE

The purpose of this Agreement is for WSU to support Washington State Department of Agriculture in planning and executing the 2024 Washington State Agricultural Viability Conference on behalf of Washington State University College of Agricultural, Human, and Natural Resource Sciences. Support includes, but is not limited to, all costs associated with conference arrangement including logistics, planning, and securing a venue.

STATEMENT OF WORK

The Contractor shall furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of work set forth below:

The Contractor arranged and planned the 2024 Washington State Agricultural Viability Conference. This work included:

- Securing a conference venue and hotel
- Conference planning including website design, conference advertising, registration and survey design
- Sponsorship outreach and coordination
- Panelist and guest speaker outreach
- Agenda design and execution

DELIVERABLES:

Execution of the 2024 Washington State Agricultural Viability Conference on May 29th and 30th, 2024.

PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on January 1st, 2024, and be completed on July 31, 2024, unless terminated sooner as provided in this Agreement, or extended through a properly executed amendment.

COMPENSATION

Compensation for the work provided in accordance with this Agreement has been established under the terms of chapter 39.34.130 RCW. This is a performance-based contract, in which payment to the recipient (Washington State Department of Agriculture) is based on the successful completion of expected deliverables. The parties have estimated that the cost of accomplishing the work herein will not exceed \$21,404.68. 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 that 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:

BILLING PROCEDURES

The Contractor shall submit an invoice at completion of contracted work. Payment for approved goods and/or services will be made by check, warrant or account transfer within 30 days of receipt of a valid invoice. Upon expiration of the Agreement, invoices shall be paid, if received within 30 days after the expiration date. However, invoices for all work done within a fiscal year must be submitted within 30 days after the end of the fiscal year.

BILLING DETAIL

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

- a. WSDA Agreement Number K5499
- b. The total cost (invoice charge) of execution of the 2024 Washington State Agricultural Viability Conference including itemized costs.
- c. Total overhead charge

DUPLICATION OF BILLED COSTS

The Contractor shall not bill WSU for services performed under this contract, and WSU shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

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, WSU may:

- a. Terminate this Agreement with 30 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.

SITE SECURITY

While on WSU premises, the Contractor, its agents, employees, or Subcontractors shall comply with the WSU security policies and regulations.

RIGHTS IN DATA

Copyright in all material created by WSU and paid for by Contractor as part of this agreement shall be the property of the State of Washington. Both Contractor and WSU may use these materials, and permit others to use them, for any purpose consistent with their respective missions as agencies of the State of Washington. This material includes, but is not limited to: books, computer programs, documents, films, pamphlets, reports, sound reproductions, studies, surveys, tapes, and/or training materials. Material which WSU provides and uses to perform this agreement but which is not created for or paid for by Contractor shall be owned by WSU or such other party as determined by Copyright Law and/or WSU's internal policies; however, for any such materials, WSU hereby grants (or, if necessary and to the extent reasonably possible, shall obtain and grant) a perpetual, unrestricted, royalty free, non-exclusive license to Contractor to use the material for Contractor internal purposes."

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.

SUBCONTRACTING

- a. "Subcontractor" means one not in the employment of a party to this Agreement, who is performing all or part of those services under this Agreement under a separate contract with a party to this Agreement. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.
- b. Except as otherwise provided in the Agreement, the Contractor shall not subcontract any of the contracted services without the prior approval of the Agency. The Contractor is responsible to ensure that all terms, conditions, assurances and certifications set forth in this Agreement are included in any and all Subcontracts. Any failure of

Contractor or its Subcontractors to perform the obligations of this Agreement shall not discharge Contractor from its obligations under this Agreement.

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.

IN WITNESS WHEREOF, the parties have executed this Agreement.

Washington State University

Recommended By:

Esther Kruse

(Print Name)

Finance Director

(Title)



8/21/24

(Signature)

(Date)

Contractor, Washington State Department of Agriculture

Madison Roy

(Print Name)

Agricultural Economist

(Title)



8/28/24

(Signature)

(Date)

Approved By:



8/21/2024

Heather Davison

Contract Manager

Procurement & Contract Services

Washington State University