

**INTERAGENCY AGREEMENT
BETWEEN
WASHINGTON STATE UNIVERSITY
AND
THE WASHINGTON STATE OFFICE OF THE ATTORNEY GENERAL**

THIS 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 the Office of the Attorney General, a state agency, (hereafter referred to as "AGO.")

IT IS THE PURPOSE OF THIS AGREEMENT for WSU to develop and provide language proficiency testing services to the AGO to certify identified bilingual job applicants' Spanish language communication skills.

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:

1. Furnish the necessary personnel, equipment, materials and/or services and otherwise do all things necessary for or incidental to the performance of the Spanish language proficiency testing performed for the AGO under this contract., as follows:
 - a. Professor of Spanish at WSU, Dr. Francisco Manzo-Robledo, shall serve as the Project Director, author, examiner, evaluator, and certifying official for this Agreement.
 - b. WSU's Department of Foreign Languages & Cultures assumes responsibility for assessment and certification of examinees and will address any disputes relative to individual scores band skills assessments in the Spanish language.
 - c. All oral exams will be administered by Dr. Manzo-Robledo or a designee appointed by the WSU Department of Foreign Languages & Cultures.
 - d. All scoring, assessment and certification of both written and oral exams will be performed by Dr. Manzo-Robledo or the appointed designee.
2. Develop written and oral exams specifically for AGO application, to test Spanish language proficiency at the advanced level.
3. Monthly submit invoice vouchers that contain the following information:
 - a. Contract number K4907
 - b. The specific deliverables completed and being billed for.
 - c. The name(s) of the individual(s) tested (if applicable)

d. The total invoice amount.

B. Duties of AGO

1. Register individuals for the exams with WSU.
2. Arrange for proctoring of written exams conducted in locations other than Pullman, Washington.
3. Pay WSU for the satisfactory completion of the Spanish language proficiency testing services it provides in accordance with the rates listed in paragraph III of this contract, within 30 days of receipt of a properly completed invoice.

II. **PERIOD OF PERFORMANCE**

Subject to its other provisions, the period of performance of this Agreement shall be for one (1) years, and shall commence on July 20, 2015, and be completed on July 19, 2016 (the "Term"), unless terminated sooner as provided herein.

III. **PAYMENT**

The parties have estimated that the annual cost of accomplishing the work will not exceed \$1,200. 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 based on the following rates and in accordance with the following terms:

- A) A \$450 one time fee to develop the written and oral exams to test the Spanish language proficiency of job applicants at the advanced level for the AGO.
- B) \$40.00 to administer, score and certify each written examination; and
- C) \$83.00 to administer, score and certify each oral examination, and
- D) \$5.00 for taping each oral examinations; and
- E) The AGO shall reimburse Dr. Manzo-Robledo or his designee for travel expenses at the rate applicable at the time of the travel as set out in the State of Washington Office of Financial Management (OFM) State Administrative and Accounting Manual (SAAM), Reimbursement Rates for Lodging, Meals and Private Vehicle Mileage, Schedule "A." To receive reimbursement, Dr. Manzo-Robledo or designee must obtain approval prior to travel, and provide original receipts of expenses for which OFM requires receipts.

IV. **BILLING PROCEDURES**

WSU shall submit invoices to the AGO at the end of each month for services rendered during that month. The AGO shall pay WSU 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 receipt of invoice) shall be assessed at one percent (1%) per month.

AGO Contract No: K4907
WSU Contract No.: 22912

Invoices shall be submitted to:

Office of the Attorney General,
ATTN: Kim Siebs, Managing HR. Consultant
800 Fifth Avenue, Suite 2000
Seattle, WA 98104

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 year after expiration of this Agreement, 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 the AGO. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Data" shall not include the oral or written tests themselves, as developed by WSU and Dr. Manzo-Robledo. 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.

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 part to the other.

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, contract 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.

XII. GOVERNANCE

This Agreement is entered into pursuant to and 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. any other provisions of the 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:
Francisco Manzo-Robledo
Foreign Languages and Cultures
Thompson 224c
Pullman, WA 99164-2610
509-335-4612
franman@wsu.edu

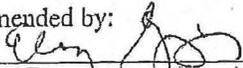
AGO Contract No: K4907
WSU Contract No.: 22912

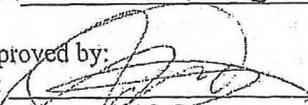
The Contract Administrator for the AGO is:
Kim Siebs, Supervising HR Consultant
800 Fifth Avenue, Suite 2000
Seattle, WA 98104
Telephone: (206) 389-2401
Email Address: kims@atg.wa.gov

XVIII. SIGNATURES

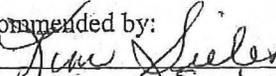
The parties affirm they have designated the persons below to have signature authority for the parties. By their signatures on this Agreement, the parties agree to all of its terms and conditions.

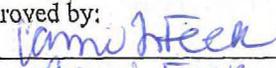
WASHINGTON STATE UNIVERSITY
("WSU")

Recommended by:
By: 
Name: ELOY GONZALES
Title: Interim chair
Date: 7-17-15

Approved by:
By: 
Name: Amanda N. Owen
Title: Contracts Manager, Finance and Admin
Date: 7/15/15

**WASHINGTON OFFICE OF THE
ATTORNEY GENERAL**
("AGO")

Recommended by:
By: 
Name: KIM SIEBS
Title: HR. Consultant
Date: 7-17-15

Approved by:
By: 
Name: Cami Feele
Title: Director of Operations
Date: 7-20-15