

May 29, 2025

**INTERAGENCY AGREEMENT
BETWEEN
STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES
AND
WSU PUYALLUP RESEARCH**

THIS AGREEMENT is made and entered into by and between the Department of Enterprise Services, Workplace Learning & Performance, Learning Solutions Team, referred to as "DES" and the WSU Puyallup Research , hereinafter referred to as "AGENCY" pursuant to the authority granted by Chapter 39.34 RCW.

1. THE PURPOSE OF THIS AGREEMENT is to establish terms and conditions in which DES shall provide the Services set forth in Attachment 1 - Schedule of Services and Compensation to AGENCY for the compensation by AGENCY set forth in Attachment 1 - Schedule of Services and Compensation .

NOW, THEREFORE, in consideration of the terms and conditions contained herein, or attached and incorporated by reference and made a part hereof, the above named parties mutually agree as follows:

1. STATEMENT OF WORK

DES shall furnish the necessary personnel and services and otherwise do all things necessary for or incidental to the performance of the work set forth in this Agreement

DES is responsible for the following:

1. Assistance in the coordination and delivery of the classes listed in this Agreement;
2. Providing the facilitator, who will supply all course materials, virtual platform links, and maintain a class roster for the class;
3. Contract Management and related payments of facilitators contract;
4. Sending confirmation letters to participant if pre-registered in the Washington Learning Center;
5. Updating participants' training completion status in the Washington Learning Center (WLC).

AGENCY is responsible for the following:

1. Communicate any course customization, classroom or equipment needs with the facilitator prior to the delivery of service;
2. Provide reasonable accommodations to persons with disability attending the class, as required by the EEOC Guidelines on Reasonable Accommodations and notify DES of any reasonable accommodation requests no later than the agreement's cancellation date;
3. Ensure AGENCY'S staff members are registered for the training(s) within the WLC prior to the class start dates;
4. For all in-person classes, AGENCY is solely responsible for implementing a COVID-19 safety protocol according to the most up-to-date Healthy Washington recommendations (Roadmap to Recovery).

DES must be notified on or before the cancellation date noted in the Attachment 1 - Schedule of Services and Compensation, if any changes to this Agreement are needed. Failure to notify DES of changes may result in the AGENCY being charged for costs that are not recoverable.

2. **CONSIDERATION**

The AGENCY shall pay DES an amount not to exceed **\$2,350.00** for the performance of all things necessary or incidental to the work set forth in the Attachment 1 - Schedule of Services and Compensation. Total costs shall not be increased except by an Amendment to this Agreement.

DES charges the AGENCY a contract administration fee for use of DES established Training Contracts. The cost per session fee is based on the Contractor's Training Contract rate, plus DES's contract administration fee.

3. **BILLING PROCEDURE**

DES shall submit invoices to the AGENCY upon completion of training class. The invoice will indicate clearly that it is for the services rendered in performance under this Agreement and shall reflect the Agreement number.

The AGENCY will promptly notify DES in writing of disputes regarding invoices, or of services which the AGENCY believes do not conform to this Agreement, within thirty (30) days of receipt of invoice. Failure to give written notice within thirty (30) days after receipt of invoice constitutes waiver of any objection to services or invoices.

4. **PAYMENT PRODECURE**

The AGENCY will remit payment to DES within thirty (30) days of receipt of a properly executed invoice.

A late payment charge may be applied to any remaining balance sixty (60) days after invoice. Late payment charges, if any, will be imposed on the unpaid balance at the rate of one percent (1%) per month.

5. **AGREEMENT CHANGES, MODIFICATIONS AND AMENDMENTS**

This Agreement may be changed, modified or amended by written agreement executed by both parties.

6. **CONTRACT MANAGEMENT**

The representative 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.

7. **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 review the facts, agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. 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.

8. TERMINATION

Either party may terminate this Agreement upon 10 business days prior to the start date of the class noted on Attachment 1

– Schedule of Services and Compensation by 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.

EXECUTION

We, the undersigned, agree to the terms of the foregoing Agreement.

Department of Enterprise Services

Rachael Stich

Signature

Rachael Stich

Learning Solutions Consultant

6/3/25

Date

WSU Puyallup Research

Heather Davison

Signature

Heather Davison

Name

Contract Manager
Procurement & Contract Services
Washington State University

Title

6/3/2025

Date

SCHEDULE OF SERVICES AND COMPENSATION

AGENCY NAME: WSU Puyallup Research

AGREEMENT NUMBER: SA00040473, Attachment #1, Version # 1

Date: May 29, 2025

COURSE TITLE	INSTRUCTOR	CLASS CODE	DATES	TIMES	CITIES	COST PER SESSION	Maximum Class Size	CANCEL DATE	CONTACT PERSON
Government to Government Training	Gordon James	01-03-SP14-18678	Jun 05, 2025	8:30AM - 4:30PM	Puyallup	\$2,350.00	25	5/19/2025	R. Stich

Agreement Total: \$2,350.00