

September 14, 2022

**INTERAGENCY AGREEMENT  
BETWEEN  
STATE OF WASHINGTON  
DEPARTMENT OF ENTERPRISE SERVICES  
AND  
CITY OF TUMWATER**

**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 City of Tumwater, hereinafter referred to as "AGENCY" pursuant to the authority granted by Chapter 39.34 RCW.

1. IT IS THE PURPOSE OF THIS AGREEMENT to provide training as per Attachment 1 - Schedule of Services and Compensation.
2. Agency's total cost for services contained in this Interagency Agreement - \$3,916.00
3. If any modifications to this agreement are needed, AGENCY must notify DES on or before cancellation date noted in Attachment 1 – Schedule of Services and Compensation. Modifications may incur additional cost to the AGENCY. Failure to notify DES by noted date may result in the AGENCY being charged the contracted amount.
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](#)).

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:

- A. Assisting in the coordination and delivery of the classes listed in this Agreement;
- B. Providing the facilitator, who will supply all course materials, Zoom links, and maintain a class roster for the class;
- C. Overseeing Facilitator's contracts and related payments;
- D. Sending LMS generated participant confirmation letters, if pre-registered by the AGENCY;
- E. Updating participants' completions in the LMS if the agency provides participant personnel ID numbers.

AGENCY is responsible for:

- A. Prior to signing the agreement, the AGENCY is responsible for communicating any course customization needs with the facilitator;
- B. Providing reasonable accommodations if persons with disability are attending the class; per the EEOC Guidelines on Reasonable Accommodations, the AGENCY is responsible for providing reasonable accommodation requests to support their participants; DES must be notified of any reasonable accommodation requests no later than the agreement's cancellation date;
- C. Communicating with the facilitator on classroom and equipment needs prior to the agreement's cancellation

date.

D. Ensuring staff members are registered for the training(s) within LMS prior to the class start date.

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 as per Attachment 1 – Schedule of Services and Compensation 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-days prior to the cancellation date 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**

**City of Tumwater**

*Renee West*

\_\_\_\_\_  
Signature

Renee West  
\_\_\_\_\_  
Learning Solutions Consultant

September 15, 2022  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Approved as to Form:  
\_\_\_\_\_  
City Attorney

**SCHEDULE OF SERVICES AND COMPENSATION**

AGENCY NAME: City of Tumwater

AGREEMENT NUMBER: SA00040074, Attachment #1, Version # 1

**Date: September 13, 2022**

| COURSE TITLE   | INSTRUCTOR     | CLASS CODE       | DATES        | TIMES           | CITIES  | COST PER SESSION | CANCEL DATE | CONTACT PERSON |
|--|----------------|------------------|--------------|-----------------|---------|------------------|-------------|----------------|
| Diversity and Inclusion (1/2 Day) - Virtual or In-person | Betsy BeMiller | 01-14-ER08-11197 | Nov 09, 2022 | 9:00AM - 4:00PM | Virtual | \$2,558.00       | 10/24/2022  | R. West        |
| Diversity and Inclusion (1/2 Day) - Virtual or In-person | Betsy BeMiller | 01-14-ER08-11198 | Nov 15, 2022 | 9:00AM - 2:00PM | Virtual | \$1,358.00       | 10/27/2022  | R. West        |

**Agreement Total: \$3,916.00**