

WASHINGTON STATE DEPARTMENT OF ENTERPRISE SERVICES Strategy & Performance Consultant P.O. Box 41411 Olympia, WA 98504-1411	INTERAGENCY AGREEMENT	
	DES IAA No.:	K8146
	OFM IAA No.:	K4034
WASHINGTON STATE OFFICE OF FINANCIAL MANAGEMENT 302 Sid Snyder Ave SW Olympia, WA 98501-1342	Effective Date:	April 1, 2023

INTERAGENCY AGREEMENT

BETWEEN

WASHINGTON STATE OFFICE OF FINANCIAL MANAGEMENT

AND

WASHINGTON STATE DEPARTMENT OF ENTERPRISE SERVICES

Pursuant to RCW 39.34, this Interagency Agreement (“Agreement”) is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency (“Enterprise Services”) and Washington State Office of Financial Management, a Washington State governmental agency (“Client Agency”) and is dated and effective as April 1, 2023.

RECITALS

- A. Enterprise Services, through Strategy and Performance (S&P) has dedicated professional team members and resources to provide Listening to Understand workshop series, on an enterprise basis to leverage state resources in a cost-effective and efficient manner.
- B. Client Agency desires to contract with Enterprise Services, through S&P to access and obtain a series of Listening to Understand courses.
- C. The purpose of this Agreement is to establish the terms and conditions pursuant to which Enterprise Services will provide the requisite delivery of DES’s Listening to Understand workshop series. Services to Client Agency such that both Client Agency and Enterprise Services can help deliver cost-effective, efficient solutions for Washingtonians.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties agree as follows:

1. **TERM.** The term of this Agreement is twelve (12) months, commencing April 1, 2023, and ending June 30, 2024, unless terminated sooner as provided in this Agreement, or extended through a properly executed amendment.
2. **SERVICES; COMPENSATION.** Enterprise Services shall provide the following services set forth in **Exhibit A – Services to be Provided** to Client Agency for the compensation by Client Agency set forth in **Exhibit B – Compensation for Services**.
 - a. Two DES instructors will facilitate 6 workshops, each 2 hours in length, within the period of performance
 - b. The workshops will be conducted via Zoom or Teams, with at least one instructor participating remotely; the second instructor will facilitate on-site with Client Agency staff at their request
 - c. At the request of Client Agency, DES will record sessions and provide links to the recordings
 - d. DES will email a handbook, PDFs of slideshows, and demonstration videos for CLIENT AGENCY staff to use and keep
 - e. The DES instructors will provide some post-delivery consultation to the Chief Financial Officer with observations and recommendations+
 - f. Not included (will be Client Agency’s responsibility):
 - a. Learning Center administrative support (class creation, registration, completion, etc.)
3. **INVOICES; BILLING; PAYMENT.**
 - a. **BILLING PROCEDURE.** On or before the 10th of each month, Enterprise Services shall submit to Client Agency an invoice for the prior month’s services, as applicable.
 - b. **BILLING DETAIL.** Each invoice submitted to Client Agency by Enterprise Services shall include information as is necessary for Client Agency to determine the exact nature of all expenditures. The invoice will state clearly that it is for the services rendered in performance under this Agreement and shall reference the Agreement number. Any expenses invoiced to Client Agency shall be supported with copies of invoices paid by Enterprise Services.
 - c. **BILLING ADDRESS.** Invoices shall be delivered to Client Agency as follows:

If sent by mail:
Attn: OFM Finance Department
302 Sid Snyder Ave SW
Olympia, WA 98501-1342
MS: 43113

If sent electronically: Ofmaccountspayable@ofm.wa.gov
 - d. **PAYMENT PROCEDURE.** Client Agency shall pay all invoices received from Enterprise Services within thirty (30) days of receipt of properly executed invoice. Client Agency shall remit payment to Enterprise Services at the following Address, including the Agreement Number with such payment:

Attn: Accounts Payable
Washington State Department of Enterprise Services
1500 Jefferson St SE
MS: 41460
Olympia, WA 98504-41460

4. **AGREEMENT MANAGEMENT.** The parties hereby designate the following agreement administrators as the respective single points of contact for purposes of this Agreement, each of whom shall be the principal contact for business activities under this Agreement. The parties may change administrators by written notice as set forth below. Any notices required or desired shall be in writing and sent by U.S. mail, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services

Attn: Eden Teachout
Strategy and Performance
Washington Dept. of Enterprise Services
PO Box 41411
Olympia, WA 98504-1411
Tel: (360) 407-9292
Email: eden.teachout@des.wa.gov

Client Agency

Attn: Jamie Langford-Herbig
Washington State Office of
Financial Management
302 Sid Snyder Ave SW
Olympia, WA 98501-1342
MS: 43113
Email: Jamie.Langford@ofm.wa.gov

Notices shall be deemed effective upon the earlier of receipt, if mailed, or, if emailed, upon transmission to the designated email address of said addressee.

5. **RECORDS RETENTION & PUBLIC RECORDS.**

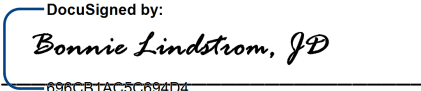
- a. **AGREEMENT AVAILABILITY.** Prior to its entry into force, this Agreement shall be posted on the parties' websites or other electronically retrievable public source as required by RCW 39.34.040.
- b. **RECORDS RETENTION.** Each party shall each maintain records and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance and payment 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 officials authorized by law. Such records shall be retained for a period of six (6) years following expiration or termination of this Agreement or final payment for any service placed against this Agreement, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.
- c. **PUBLIC INFORMATION.** This Agreement and all related records are subject to public disclosure as required by Washington's Public Records Act, RCW 42.56. No party shall release any record that would, in the judgment of the party, be subject to an exemption from disclosure under the Public Records Act, without first providing notice to the other party within ten (10) business days of the receipt of the request. The Parties will discuss appropriate actions to be taken, including release of the requested information, seeking a protective order, or other action prior to the release of records. Should one party choose to seek a protective order, it shall do so at its sole expense.

6. **RESPONSIBILITY OF THE PARTIES.** Each party to this Agreement assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omission on the part of itself, its employees, or its agents. Neither party assumes any responsibility to the other party for any third-party claims.
7. **DISPUTE RESOLUTION.** To the extent practicable, the Parties shall use their best, good faith efforts cooperatively and collaboratively to resolve any dispute that may arise in connection with this Agreement as efficiently as practicable, and at the lowest possible level with authority to resolve such dispute. The Parties shall make a good faith effort to continue without delay to carry out their respective responsibilities under this Agreement while attempting to resolve any such dispute. If, however, a dispute persists and cannot reasonably be resolved, it may be escalated within each organization. In such circumstance, upon notice by either party, each party, within five (5) business days shall reduce its description of the dispute to writing and deliver it to the other party. The receiving party then shall have three (3) business days to review and respond in writing. In the event that the Parties cannot then agree on a resolution of the dispute, the Parties shall schedule a conference between the respective senior managers of each organization to attempt to resolve the dispute. In the event the Parties cannot agree on a mutual resolution within fifteen (15) business days, the parties may resort to court to resolve the dispute.
8. **GENERAL PROVISIONS.**
 - a. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.
 - b. **AMENDMENT OR MODIFICATION.** Except as set forth herein, this Agreement may not be amended or modified except in writing and signed by a duly authorized representative of each party hereto.
 - c. **AUTHORITY.** Each party to this Agreement, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Agreement and that its execution, delivery, and performance of this Agreement has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
 - d. **NO AGENCY.** The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Agreement. Neither party is an agent of the other party nor authorized to obligate it.
 - e. **GOVERNING LAW.** The validity, construction, performance, and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its choice of law principles that would provide for the application of the laws of another jurisdiction.
 - f. **JURISDICTION & VENUE.** In the event that any action is brought to enforce any provision of this Agreement, the parties agree to exclusive jurisdiction in Thurston County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington.
 - g. **EXHIBITS.** All exhibits referred to herein are deemed to be incorporated in this Agreement in their entirety.

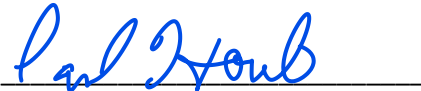
- h. CAPTIONS & HEADINGS. The captions and headings in this Agreement are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Agreement nor the meaning of any provisions hereof.
- i. ELECTRONIC SIGNATURES. An electronic signature or electronic record of this Agreement or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement or such other ancillary agreement for all purposes.
- j. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Agreement at different times and places by the Parties shall not affect the validity thereof so long as all the Parties hereto execute a counterpart of this Agreement.

EXECUTED AND EFFECTIVE as of the day and date first above written.

**STAT OF WASHINGTON
OFFICE OF FINANCIAL MANAGEMENT**

By: 
Name: Bonnie Lindstrom
Title: Deputy Assistant Director
Legal & Legislative Affairs

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES
STRATEGY AND PERFORMANCE**

By: 
Name: Paul Houle
Title: Chief Strategy & Performance Officer

Services to be Provided

1. Two DES instructors will facilitate 6 workshops, each 2 hours in length, within the period of performance
2. The workshops will be conducted via Zoom or Teams, with at least one instructor participating remotely; the second instructor will facilitate on-site with CLIENT AGENCY staff at their request
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Listening to Understand Delivery for Office of Financial Management Spring 2023			
Hourly Rate	# Of Hours per Instructor	# of Instructors	Total Cost
\$ 139.00	16	2	\$ 4,448.00
Number of hours per instructor based on:			
12 hours of workshop time			
3 hours of pre- and post-workshop communication & travel time			
1 hour of post-series consulting			
Hourly rate based on cost-recovery, per DES Finance			

Exhibit B

Compensation for Services