

State of Washington Department of Enterprise Services WORKFORCE SUPPORT AND DEVELOPMENT DIVISION P.O. Box 41411 Olympia, WA 98504-1411	INTERAGENCY AGREEMENT	
	IAA No.:	K6081
NAME OF BUSINESS NAME OR AGENCY SEATTLE COLLEGES 1500 HARVARD AVE SEATTLE, WA 98122	Effective Date:	7/15/19

INTERAGENCY AGREEMENT BETWEEN
STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES
AND
SEATTLE COLLEGES
K6081

This Interagency Agreement ("Agreement") is entered into by and between the **SEATTLE COLLEGES** ("Agency") and the **Washington State Department of Enterprise Services**, a Washington State governmental agency ("Department of Enterprise Services"), pursuant to the Interlocal Cooperation Act, RCW Chapter 39.34.

The **SEATTLE COLLEGES** staff member responsible for management of this Agreement is:

Name: Jennie Chen
Title: Compliance Officer
Address: 1500 Harvard Avenue, Seattle, WA 98122
Phone Number: 206-934-3873
E-mail Address: Jennie.Chen@seattlecolleges.edu

The **Enterprise Services Program Manager** responsible for the management of this Agreement is:

Name: Jennifer Carter
Title: Learning & Performance Operations Manager
Address: 1500 Jefferson Street SE, Olympia, WA 98504
Telephone Number: (360) 407-8062
Email Address: Jennifer.carter@des.wa.gov

PURPOSE OF AGREEMENT

It is the purpose of this Agreement to establish a cooperative and mutually beneficial relationship between the parties and to set forth the relative responsibilities of the parties insofar as they relate to planning and implementation of individual and mutual duties, obligations, and responsibilities.

This Agreement sets out the responsibilities of each party in the transaction of **two eLearning courses, entitled:**

- Sexual Harassment Prevention for All Employees
- Sexual Harassment Prevention for Supervisors

STATEMENT OF WORK

In consideration of the mutual aims and desires of the parties, the parties agree that their respective responsibilities under this Agreement shall be as follows:

Enterprise Services Shall:

- Provide two eLearning courses, entitled:
 - **Sexual Harassment Prevention for All Employees**
 - **Sexual Harassment Prevention for Supervisors**
- The courses were designed to meet the 2019 legal and statewide requirements for Washington State agencies for this course title. This includes accessibility standards outlined in Section 508 of the Rehabilitation Act, the Americans with Disabilities Act and OCIO Policy 188.
- Assist the Agency in the initial troubleshooting of file functionality as they test and load the two courses for use.

Agency Shall:

- Load (Learning Management System or other form of learner access) and test file functionality within 30 business days of the transfer of the course files to the agency. Contact Enterprise Services within 30 business days of course file receipt if functionality issues are encountered to allow Department of Enterprise Services to help troubleshoot the problem.

Note:

- No further edits or updates will be made, per this contract, 30 business days following the transfer of the final products to the agency. Any future updates or edit requests, after the final product, must be submitted to the Department of Enterprise Services as a separate fee-for-service request.
- The Department of Enterprise Services courses may not be edited or changed without expressed written permission from Enterprise Services. Course files are non-transferrable by the Agency to other agencies or organizations.

PERIOD OF PERFORMANCE

Subject to other provisions, the initial period of performance of this Agreement shall commence on **Date of Execution** and be completed no later than **August 30, 2019**.

COMPENSATION

Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34.130.

Course Title/Task	Cost
Sexual Harassment Prevention for all Employees	\$1,000.00
Sexual Harassment Prevention for Supervisors	\$1,000.00
Total	\$2,000.00

BILLING PROCEDURE

Invoices

The Department of Enterprise Services shall invoice at the time of file transfer.

Payment

Payment for services will be made by warrant or account transfer to the Department of Enterprise Services Finance within thirty (30) days of receipt of each invoice consistent with instructions provided by the Department of Enterprise Services.

Upon expiration or termination of this Agreement, any claim for payment not already made shall be submitted within thirty (30) days after the expiration or termination date or the end of the fiscal year 2020, whichever is earlier.

AGREEMENT ALTERATIONS AND AMENDMENTS

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.

RECORDS RETENTION & PUBLIC INFORMATION

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.

Records Retention

Each party shall 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. 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.

Public Information

This Agreement and all related records are subject to public disclosure as required by Washington's Public Records Act, RCW 42.56. Neither 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.

NO INDEMNIFICATION

Each party to this Agreement shall be responsible for its own acts and/or omissions and those of its officers, employees, or agents. No party to this Agreement shall be responsible for the acts and/or omissions of entities or individuals not a party to this Agreement.

TERMINATION

Either party may terminate this Agreement upon thirty (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.

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 party to the other.

DISPUTES

To the extent practicable, the parties shall attempt to informally resolve disputes arising out of the performance of this Agreement. Disputes shall be resolved in a timely manner at the lowest possible level with authority to resolve the dispute. If a dispute persists and cannot be resolved, it may be escalated within each organization. In the event of disagreement, either party may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process shall control.

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 writing signed by an authorized representative of the party and

attached to the original Agreement.

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.

AGREEMENT MANAGEMENT

The program manager 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.

FUNDING CONTINGENCY

In the event that funding is no longer available for the services related to this contract both parties reserve the right to cancel, suspend, or place on hold until such time funding is reestablished. In addition, the Agency shall remain responsible any and all costs incurred prior to being notified that the funds relied upon to establish this Agreement have been withdrawn, reduced, or limited.

INTEGRATED 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.

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 rules.

JURISDICTION & VENUE

In the event that any action is brought to enforce any provision of this Agreement, the parties agree to submit to exclusive in personam 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.

COUNTERPARTS

This Agreement may be executed in one or more 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.

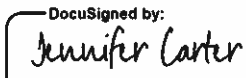
EXECUTED AND EFFECTIVE as of the day and date first above written.

State of Washington

Department of Enterprise Services

By: Jennifer Carter

Title: Learning & Performance Operations Manager

Signature: 
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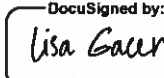
Date: 7/15/2019

State of Washington

SEATTLE COLLEGES

By: Lisa Gacer

Title: Senior Buyer

Signature: 
9F7A8E73FF80475...

Date: 7/15/2019

