

State of Washington Department of Enterprise Services WORKFORCE SUPPORT AND DEVELOPMENT P.O. Box 41411 Olympia, WA 98504-1411	INTERAGENCY AGREEMENT	
	DES No: K6094 LOT No:	
Washington State State Lottery Commission PO Box 43000 Olympia, WA 98504-3000	Agreement Period:	June 21, 2019 – June 30, 2019

K6094

**INTERAGENCY AGREEMENT
STATE LOTTERY COMMISSION**

AND

**WASHINGTON STATE DEPARTMENT OF ENTERPRISE SERVICES
WORKFORCE SUPPORT AND DEVELOPMENT DIVISION**

FOR

Leadership Development Programming and Continuity

Pursuant to RCW Chap. 39.34, this Interagency Agreement ("Agreement") is made and entered into by and between the State of Washington acting by and through the Workforce Support and Development Department of Enterprise Services, a Washington State governmental agency ("Enterprise Services") and the Washington State Lottery Commission ("CLIENT ORGANIZATION") and is effective for the agreement period of June 21, 2019 – June 30, 2019.

RECITALS

- A. Enterprise Services, through Workforce Support and Development Division ("WSD"), has the statutory responsibility for provision of statewide learning services to agencies, boards, and commissions.
- B. STATE LOTTERY COMMISSION desires to contract with Enterprise Services, through its Workforce Support and Development Program (WSD), to contribute funds to the development and deployment of training specifically targeting Leadership Programming for Washington State Governmental organizations.
- C. The purpose of this Agreement is to establish a means for specific state agencies to contribute to the provision of the enterprise leadership development program to serve state agencies, boards, and commissions.

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 June 21, 2019 – June 30, 2019.

2. **STATEMENT OF WORK**

Agencies will be billed a one-time fee associated with the ongoing development and deployment of the DES WSD Leadership Development Program specifically targeting Washington State Governmental leaders.

3. **COMPENSATION**

Transactions of this nature are authorized by RCW 39.34.130. State Lottery Commission has agreed to share in the cost of the Leadership Development Program with DES and will contribute \$12,000 to the effort.

4. **INVOICES BILLING AND PAYMENTS.**

Enterprise Services will issue an invoice to the STATE LOTTERY COMMISSION no later than June 30, 2019 for their financial contribution to the Enterprise Leadership Development Program. Payment must be remitted to the Department of Enterprise Service Finance Division within thirty (30) days of receipt of the invoice. Invoices will include the following:

- a. Contract No K6094
- b. Purpose of invoice (Enterprise Leadership Development Program)
- c. Invoice amount

The Agency staff member responsible for management of this Agreement is:

Name: Debbie Robinson
Title: HR Director
Phone Number: 360-791-3045
E-mail Address: DRobinson@walottery.com

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

Name: Anne Hansen
Title: Leadership Development Manager
Address: 1500 Jefferson St. SE; P.O. Box 41481; Olympia WA 98504-1481
Telephone Number: 360.407.9247
E-mail Address: Anne.Hansen@des.wa.gov

5. **CONFIDENTIALITY; 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 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.
- c. **PUBLIC INFORMATION.** This Agreement and all related records are subject to public disclosure as required by Washington's Public Records Act, RCW chapter 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.

6. AGREEMENT MANAGEMENT

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 shall abide by the Governor's dispute resolution process (RCW 43.17.330), if applicable, or collectively shall appoint a third party to evaluate and resolve the dispute and such dispute resolution shall be final and binding on the parties hereto.

TERMINATION FOR CONVENIENCE. Except as otherwise provided in this Agreement, either party may terminate this Agreement upon thirty (30) calendar days prior written notification. Upon such termination, 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 such termination.

GENERAL PROVISIONS.

- d. **INTEGRATED 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.
- e. **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.
- f. **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.
- g. **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.
- h. **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.
- i. **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.
- j. **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.
- k. **ELECTRONIC SIGNATURES.** A signed copy of this Agreement or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission 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.

- I. 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.

STATE OF WASHINGTON
STATE LOTTERY COMMISSION

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES
WORKFORCE SUPPORT AND DEVELOPMENT

By: Debbie Robinson
Title: HR Director

Signature: 

Signature: _____

Date: 6/21/19

By: Cheryl Sullivan-Colglazier
Title: Chief Learning Officer

Signature: 

Signature: _____

Date: 6/21/19