

November 19, 2019

WA State Lottery

Dear Sean :

Thank you for the opportunity to arrange this training. Enclosed is the Interagency Agency Agreement for your signature. Please sign and return the agreement and Attachment #1 – Schedule of Services to me by December 02, 2019. An emailed copy of this is acceptable.

If you require an original copy back, please indicate that in your email to us. Thank you.

If you have any questions, please feel free to contact me.

Sincerely,

Jennifer Carter
Department of Enterprise Services
PH:360-407-8062

Enclosures

November 18, 2019

**INTERAGENCY AGREEMENT
BETWEEN
STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES
AND
WA State LOTTERY**

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 WA State Lottery, 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 - \$1,760.00

NOW, THEREFORE, in consideration of the terms and conditions contained herein, or attached and incorporated by reference and made a part hereof, the above name 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. The instructor who will bring all course materials, name cards, evaluation forms, and class roster or sign-in sheet for the class;
- C. Overseeing Contractor's contracts and related payments;
- D. Sending participant confirmation letters, if request by the AGENCY;
- E. Providing class rosters when participants have been registered;
- F. Insuring participants receive training credit to their individual Training profile, as long as the agency provides participant personnel ID numbers.

AGENCY is Responsible for:

- A. Identifying any areas that need special emphasis;
- B. Ensure all participants are registered in the LMS before the class date;
- C. Participants' confirmation notifications are sent by the Agency before the class date unless the AGENCY has requested DES to send confirmation notices. If DES will be sending confirmation letters participants need to be registered fifteen (15) working days prior to the first day of class;
- D. Providing reasonable accommodations if persons with disability are attending the class;
- E. Notify DES of any Reasonable Accommodations for students;
- F. Classroom and equipment to include two (2) easels with easel paper and marking pens, projector, and PC or Laptop.

DES must be notified on or before the cancellation date noted in the 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 A for the performance of all things necessary or incidental to, the work set forth in the Schedule of Services. 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 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


Signature

Jennifer Carter
Learning & Performance Operations Manager
11/21/19

Date

WA State Lottery


Signature
Debbie Robinson

Name
Director of Human Resources

Title
11/19/19

Date

SCHEDULE OF SERVICES AND COMPENSATION

AGENCY NAME: WA State Lottery

AGREEMENT NUMBER: SA00034568, Attachment #1

Date: November 18, 2019

COURSE TITLE & INSTRUCTOR or FIRM	COURSE CODE	DATE	TIME	LOCATION	CLASS SIZE	COST PER SESSION	CANCEL DATE	CONTACT PERSON
ADD Art of Giving and Receiving Feedback LD Workshop (1 Day) - Multiple Multiple	01-09-M617	Dec 16, 2019	9:00 AM-4:00 PM	Olympia	20	\$1,760.00	11/28/2019	R. Stich

Agreement Total \$1,760.00

Instructor: Melissa Harris
Location: Lottery

The AGENCY will notify DES in advance of any changes or cancellations to this agreement

