

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

The following Interagency Agreement sets forth the terms of agreement between the Washington State Department of Enterprise Services (DES), Personnel Services Division located 1500 Jefferson, PO Box 41481, Olympia, Washington 98504-1481 and City of Olympia (CITY) located at 601 4th Ave E, PO Box 1967, Olympia, Washington, 98507-1967

I. PURPOSE OF AGREEMENT

It is the purpose of this Agreement to establish a cooperative and mutually beneficial relationship among 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.

To allow the CITY the use of the Learning Management System (LMS), licenses that allow the CITY staff to access, and utilize the services provided by LMS.

II. 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:

CITY Shall

- A. Designation of eligible employees and deployment of registration instructions.

DES Shall

- A. Staff assistance/support as required in the development, coordination, and delivery of the course or other service activities, notifications, and user support.

III. PERIOD OF PERFORMANCE

This AGREEMENT shall commence on November 15, 2012, and shall remain in full force and effect until August 31, 2013 or until terminated by the parties in accordance with the terms set forth herein.

IV. FINANCIAL CONSIDERATION

The CITY shall pay DES an amount not to exceed \$2,160.00 for the performance of all things necessary or incidental to, the work set forth in the Statement of Work of this Agreement. Total costs shall not be increased except by an Amendment to this Agreement.

Compensation for services shall be on \$7.20 per user, per year.

V. BILLING PROCEDURES

Upon execution of the Agreement, DES shall submit an invoice to the CITY for users identified at that time. DES will submit invoices monthly for all new users identified. The invoice will indicate clearly that it is for the services rendered in performance under this Agreement and shall reflect the Agreement number.

The invoices shall be forwarded to the following:

City of Olympia
Attn: Debbie Sullivan
PO Box 1967
Olympia, WA 98507-1967

VI. PAYMENT PROCEDURES

The CITY will remit payment to DES within thirty (30) days of receipt of a properly executed invoice.

VII. RESPONSIBILITIES OF THE PARTIES

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.

VIII. AGREEMENT CHANGES, MODIFICATIONS AND AMENDMENTS

The Agreement may be changed, modified or amended by written agreement executed by both parties.

IX. 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.

X. 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.

XI. ASSURANCES

The parties agree that all activities pursuant to the Agreement will be in accordance with all applicable current or future federal, state, and local laws, rules and regulations. The parties shall not discriminate or deny services and shall ensure that equal access is provided to all eligible

individuals without regard to age, sex, marital status, race, creed, or color, national origin, religion, political affiliation or belief, or disability, in both program participation and employment, and on the basis of citizenship and participation in WIA programs.

The undersigned parties bind themselves to the faithful performance of this Agreement. It is mutually understood that this Agreement shall not become effective until fully executed.

XII. AGREEMENT 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.

Agreement Manager for DES shall be:	Agreement Manager for CITY shall be:
Name: Jason Platter	Name: Debbie Sullivan
Title: Learning Technology Supervisor	Title: Director of Technical Services
Phone: 360-407-8432	Phone: 360-753-8494
Email: Jason.platter@des.wa.gov	Email: dsullivan@ci.olympia.wa.us

IN WITNESS WHEREOF, the parties have executed this Agreement.

City of Olympia

State of Washington
Department of Enterprise Services
Personnel Services Division

Signature

Signature

Name and Title


Scott Turner, Assistant Director

Name and Title


Date

Date

Approved as to form:



City Attorney (ACA)



Date