

STATE OF WASHINGTON DEPARTMENT OF ENTERPRISE SERVICES EQUITY AND EMPLOYEE DEVELOPMENT WORKFORCE PRODUCT SUPPORT 1500 Jefferson St SE Olympia WA 98504-1481	INTERAGENCY AGREEMENT	
	IAA No:	K8565
CLOVER PARK COMMUNITY COLLEGE 4500 Steilacoom Blvd. SW Lakewood, WA 98499-4004	Effective Date:	08-02-23

INTERAGENCY AGREEMENT
WASHINGTON STATE DEPARTMENT OF ENTERPRISE SERVICES
EQUITY AND EMPLOYEE DEVELOPMENT
WORKFORCE PRODUCT SUPPORT

AND

CLOVER PARK TECHNICAL COLLEGE

FOR

EQUITY AND EMPLOYEE DEVELOPMENT SERVICES

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 Washington State Department of Enterprise Services Equity and Employee Development Division, a Washington State governmental agency (“Enterprise Services”) and **CLOVER PARK TECHNICAL COLLEGE**, a Washington State governmental agency (“Client Organization”) and is dated August 2, 2023.

R E C I T A L S

- A. Enterprise Services, through its Equity and Employee Development Division (“EED”), has the statutory responsibility for provision of statewide learning services to state agencies, boards and commissions.
- B. Client Organization desires to contract with Enterprise Services, through its Equity and Employee Development Division (EED), to purchase LMS licenses and access to Enterprise Services created eLearning content.
- C. The purpose of this Agreement is to establish a program specific vehicle for EED to provide the specified learning services to the Client Organization in a cost-effective, efficient manner as set forth herein.

A G R E E M E N T

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: This agreement will be in effect from August 2, 2023 through June 30, 2024.

2. **STATEMENT OF WORK:**

A. **Definitions**

Access – The ability to use, modify, or affect an IT system.

Active Account – an account that has been created or modified during the subscription term and in the case of the LMS and associated modules, any individual for whom there is a user login account permitting such individual to access and use the service is considered to constitute an individual with an active account.

Archived Account - Data may be retrieved for persons who are flagged as archived in the LMS for historical reporting purposes only. Such persons are not permitted to log into the LMS or access any LMS functionality and will not be considered an active account.

Extended Enterprise License – Access to the State of Washington Enterprise LMS can be granted to individuals who are not “regular” State of WA Employees such as contractors, volunteers, interns, consultants, students, etc. These licenses can also be used for public sector organizations who are not part of the executive branch like libraries, counties, and higher education institutions.

Extended Enterprise user – A volunteer, contractor, client, intern, student, or any other non-state (non-enterprise) person working at the direction of the Client Organization and using the LMS. Extended Enterprise users are not counted as part of an organization’s FTE for budget purposes and organizations do not pay into the Enterprise Systems fee for these individuals. These individuals are not part of the state’s HR, Benefits, Payroll system (HRMS) and do not have a Personnel ID Number (also referred to as PRNR, Employee ID, or EMPLID).

License Allotment – Enterprise Services provides State of Washington Enterprise LMS licenses for all employees who are paid out of the HRMS system. Enterprise Services leverages the Enterprise Systems’ Fee to cover the cost of licenses for all state of Washington staff. The FTE count of each agency is their license allotment. Additionally, organizations can elect to participate in the Extended Enterprise program and purchase additional licenses for contractors, consultants, students, volunteers, interns, etc. Each June organizations work with Enterprise Services to determine their extended enterprise license allotment and formalize that agreement with either an IAA or amendment to an existing IAA.

Online Training – training commonly referred to as eLearning that organizations can create or purchase for use by their organizations end-users on their domain.

Tiered Support Model – The help desk industry divides support into three tiers. The most sought-after level of support is Tier 1 or a combination of Tier one and Tier 2. For TLC, Enterprise Services Enterprise Technology Solutions and Equity and Employee Development teams work hand in hand with agency Basic Agency Domain Support Professionals and our vendor, SumTotal to provide Tier 1, 2, and 3 support for both the enterprise and domain configurations.

- **Tier 1 Support** – Agency / domain provided IT support for TLC. Provides first line of support for TLC and handles troubleshooting of issues.
- **Tier 2 Support** – Provided by Enterprise Services Enterprise Technology Solutions, and Workforce Product Support Teams. Tier 2 support can be requested from Enterprise Services at any time by Agency Basic Agency Domain Support Professionals. Enterprise configuration Tier 2 Support and Training are provided under the Enterprise Systems’ Fee. Domain specific Tier 2 Support may incur a \$150.00/hr charge to the domain requesting assistance.
- **Tier 3 Support** – Provided by our SaaS vendor, SumTotal this is the highest level of support and can only be activated by Enterprise Services. Tier 3 support focuses on complex hardware and networking operating system software and involves certified systems engineers. Enterprise configuration Tier 3 Support is provided under the Enterprise Systems’ Fee.

B. Responsibilities:

a. Client Organization Shall:

- I. Designate eligible employee(s) to act as Organization LMS Agency Domain Support Professional(s) and support organization staff with LMS issues. These individuals will:
 - i. Provide Support for first contact with users who are experiencing an issue.
 - ii. Provide Tier One support including: creating, modifying, archiving end-user accounts, profile set up, end-user support, troubleshooting problems with the application, performance slowness.

- iii. Manage Client Organization's license allotment using the archive function to keep the number of licenses under their allotment.
 - iv. Coordinate end-user, workstation, and organization owned server support. They are also responsible for LMS product training to assigned roles other than Learner, Supervisor, or Agency Domain Support Professional and deploying registration instructions.
 - v. Act as the organization resource who can contact the Enterprise Services Enterprise Services Help Desk for support with LMS issues.
- II. Abide by all WA State Enterprise standards and practices pertaining to their organization. Client Organization will follow best practices for working within the LMS system and patch management if necessary. Client Organization is responsible for the actions of its end-users and administrators. Enterprise Services reserves the right to terminate the access of an organization's end-user or administrator in the event of any actions that threaten the integrity or stability of the LMS environment.
- III. Provide a technical support person and backup who will be the main contact person with Enterprise Services staff and organization staff for organization computer and/or network issues. They will also be responsible for adding network resources to their organization unit (servers, workstations, and printers). They will ensure that all workstations are up to a minimum standard.
- IV. Provide a connection to the State Government Network (SGN)
- V. Ensure that any new eLearning courses added to the LMS or existing eLearning that is revised by Client Organization meets the accessibility requirements as put forth in the State of Washington's accessibility compliance requirements.
- VI. Comply with the OCIO Accessibility Policy ('OCIO Policy No. 188'):
<http://ocio.wa.gov/policy/accessibility>
 OCIO Minimum Accessibility Standards: <http://ocio.wa.gov/policy/minimum-accessibility-standard>
- VII. Ensure that when working with third party entities, or agents to develop eLearning Client Organization will ensure that either those entities sign an agreement that states anything they create for Client Organization and upload to the LMS will meet the accessibility standards as set forth by the OCIO, OFM, and/or Enterprise Services effective at the time the eLearning is developed or Client Organization takes the third party content and then modifies the content to ensure compliance before uploading to the LMS. Such an agreement with these entities will have additional indemnification language to cover their own activities.

C. Enterprise Services Shall:

- I. Grant access to the LMS via licenses that are purchased by the Client Organization.
- II. Grant access to enterprise-wide eLearnings (when purchased), eLearning created Client Organization, and eLearnings where Client Organization has share agreements in place.
- III. Communicate about upcoming events, meeting notifications, system downtime, or maintenance windows.
- IV. Provide notification of when SumTotal will audit our LMS license count and remind organizations to archive unneeded accounts. Client Organization will be kept apprised of its license count and warned of any overages the month leading up to an audit by our vendor. If Client Organizations goes over their agreed upon license count they are responsible to either archive accounts to get back to their licenses limit or pay for any additional licenses.
- V. Invoice Client Organization on an annual basis for their agreed upon extended enterprise user licenses and any overage licenses. Enterprise Services will invoice the Client Organization, and they will pay for

the purchase of extended enterprise licenses, as set forth in Section 4 “Invoices, Billing, and Payments”.

- VI. Maintain a SLA with SumTotal to maintain the LMS.
- VII. Provide a Service Desk for Tier 2 support for the enterprise configuration. The Service Desk is for Organization LMS Administrator requests, problem reporting, escalation, and notification.
- VIII. Maintain pre-production environment for system upgrades and testing. Client Organization can request access to the test environment by contacting DESITSUPPORT4U@des.wa.gov

3. COMPENSATION

The LMS license cost for extended enterprise users for the period of July 1, 2023 - June 30, 2024, is \$24.00 plus tax per user per year. **Note:** Tax rate is calculated based on the billing address as provided by CLIENT ORGANIZATION. The license includes access to Enterprise Services created eLearning content (such as mandatory sexual harassment prevention, or ethics in state government, etc.), Technical Support, and Administrative Services.

Enterprise Services will invoice the CLIENT ORGANIZATION, and they will pay for the purchase of extended enterprise licenses, as set forth in the paragraph “Billing Procedure.” Audits will happen on a quarterly basis and the CLIENT ORGANIZATION will be alerted to any extended enterprise licenses that are in excess of their agreed upon number. At this time, the CLIENT ORGANIZATION has the option to archive unused or unnecessary licenses and remain at their license limit or keep the additional licenses. In the event the CLIENT ORGANIZATION elects to keep these additional extended enterprise licenses (instead of archiving them) the CLIENT ORGANIZATION agrees to pay for the overage at \$24.00 plus tax per license. Please note, access to the LMS is granted through licenses with a vendor. The vendor places restrictions on how and when their product can be used and paid for. As a result, license costs are not pro-rated.

<i>Number of Licenses Requested by CLIENT ORGANIZATION:</i>	200
<i>Total Cost of LMS Licenses Requested by CLIENT ORGANIZATION: (\$23.00 x 200)</i>	\$4,600.00
<i>eLearning Access: (\$1.00 x 200)</i>	\$200.00
<i>ETS Set-Up Fee (\$250.00 x hours of set up time)</i>	\$0
<i>Tax rate for Pierce County: Lakewood 10.1%</i>	\$484.80
Total Cost	\$4,284.80

4. INVOICES BILLING AND PAYMENTS.

- A. INVOICES:** Enterprise Services will issue an invoice. Invoices will include the following:
 - I. Contract No
 - II. Date(s) of Services
 - III. Invoice amount;
- B. PAYMENT:** Payment for the licenses must be remitted to the Department of Enterprise Service Finance Division within thirty (30) days of receipt of the invoice.

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. ACCESS TO SOFTWARE:** The LMS comes from a third party provider (SumTotal) for the purpose of providing services to our customers. Such software may be accessed by the Client Organization as part of the services provided to the Client Organization hereunder. The Client Organization agrees that it will not nor will it allow its agents, employees, or authorized third parties to decompile, disassemble, reverse engineer, or otherwise access the source code of any software provided by Enterprise Services whether the software is developed for Enterprise

Services or licenses by Enterprise Services from a third party provider. Client Organization shall be liable to Enterprise Services and/or any third party provider of software for any breach of this provision.

C. 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.

D. 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. 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: Cynthia Cotter

Address:

1500 Jefferson St SE

Olympia, WA 98504

Email: cindy.cotter@des.wa.gov

Client Organization

Attn: Taylor Nuxoll

Address:

4500 Steilcoom Blvd. SW

Lakewood, WA 98499-4004

Email: Taylor.Nuxoll@cptc.edu

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.

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 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.

8. 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. Please note, access to the LMS is granted through licenses with a vendor. The vendor places restrictions on how and when their product can be used and paid for. As a result, license costs are not able to be pro-rated. Therefore, even if this agreement is terminated for convenience, the Client Organization must pay, in full, for the current license period.

9. **GENERAL PROVISIONS.**

- A. **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.
- 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 rules.
- F. **JURISDICTION & VENUE.** In the event that any action is brought to enforce any provision of this Agreement, the parties agree to submit to 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. **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.
- H. **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
DEPARTMENT OF ENTERPRISE SERVICES
WORKFORCE PRODUCT SUPPORT

CLOVER PARK TECHNICAL COLLEGE

By: Cynthia L. Cotter
Title: Technology Product Manager
Signature: Cynthia L. Cotter
Date: August 2, 2023

By: Lisa Beach
Title: Interim Vice President for Finance and Administration
Signature: Lisa R Beach
Date: 08/03/2023