

WASHINGTON'S LOTTERY HR & Support Services P.O. Box 43040 Olympia, WA 98504-3040	INTERAGENCY AGREEMENT	
	IAA No.:	K229
Department of Veterans' Affairs PO Box 41150 Olympia WA 98504	Effective Date:	October 22, 2024

INTERAGENCY AGREEMENT
BETWEEN
DEPARTMENT OF VETERANS' AFFAIRS
AND
WASHINGTON'S LOTTERY

Pursuant to chapter 39.34 RCW, this Interagency Agreement ("Agreement") is made and entered into by and between the Department of Veterans' Affairs ("DVA") and Washington's Lottery ("Lottery") and is effective as October 22, 2024, or the last date of signature.

RECITALS

- A. DVA, through its Human Resources, has dedicated professional team members and resources to provide Reasonable Suspicion training, in a cost-effective and efficient manner.
- B. Lottery desires to contract with DVA to access and obtain Reasonable Suspicion training.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties agree as follows:

1. **SERVICES; COMPENSATION.** DVA shall provide the following services set forth in Exhibit A – Services to be Provided to Lottery at no cost.
2. **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:

Agency

Attn: Aschlee Heiny
Washington Dept. of Veterans' Affairs
PO Box 41150
Olympia WA 98504
Tel: (360) 878-1489
Email: aschlee.heiny@dva.wa.gov

Customer

Attn: Leah White-Noreen
Washington's Lottery
PO Box 43005
Olympia WA 98504
Tel: (360) 791-3045
Email: leah.white@walottery.com

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.

3. 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, if any, of the services described herein. 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, if any, 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, chapter 42.56 RCW. No 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.
4. **RESPONSIBILITY OF THE PARTIES.** Each party to this Agreement assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omission on the part of itself, its employees, or its agents. Neither party assumes any responsibility to the other party for any third-party claims.
 5. **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 may resort to court to resolve the dispute.

6. **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, if any, incurred in accordance with the terms of this Agreement prior to the effective date of such termination.

7. **GENERAL PROVISIONS.**

- a. **ENTIRE 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 principles that would provide for the application of the laws of another jurisdiction.
- f. **JURISDICTION & VENUE.** In the event that any action is brought to enforce any provision of this Agreement, the Parties agree to exclusive 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. **EXHIBITS.** All exhibits referred to herein are deemed to be incorporated in this Agreement in their entirety.
- h. **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.
- i. **ELECTRONIC SIGNATURES.** An electronic signature or electronic record of this Agreement or any other ancillary agreement 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.

- j. 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.

**DEPARTMENT OF VETERAN'S AFFAIRS
HUMAN RESOURCES**

By: *Sarah Conly*

Name: Sarah Conly

Title: Director of Human Resources

**WASHINGTON'S LOTTERY
HUMAN RESOURCES AND SUPPORT SERVICES**

By: *Leah White-Noreen*

Name: Leah White-Noreen

Title: Director of Human Resources and Support Services

Services to be Provided

DVA 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.

DVA is responsible for:

- Assisting in the coordination and delivery of the classes listed in this agreement.
- Providing the facilitator, who will supply all course materials.

Lottery is responsible for:

- Providing reasonable accommodations, if persons with disability are attending the class, per the EEOC Guidelines on Reasonable Accommodations.