



## WASHINGTON STATE UNIVERSITY PROFESSIONAL EDUCATION CONFERENCE AGREEMENT for NORTHWEST CLERKS INSTITUTE

Washington State University by and through its Professional Education Department (“WSU-PE”) provides conference services to WSU colleges and departments, and to other public agencies or non-profit organizations made up of public agencies, on a fee for service basis. Washington Municipal Clerks Association (“Agency”) is a public agency that wishes to engage WSU-PE to assist it in preparing for and administering its Institute. This Agreement (“Agreement”), between WSU-PE and Agency confirms the arrangements and obligations of the parties for the event titled Northwest Clerks Institute (“Institute”) to be held on the following dates:

- 2022:
  - PDI June 05-10, 2022
  - PDII June 12-17, 2022
  - PDII June 19-24, 2022
  - PDIV June 13-16, 2022
- 2023:
  - PD I June 4-9, 2023
  - PD II June 11-16, 2023
  - PD III June 18-23, 2023
  - PD IV June 12-15, 2023
- 2024:
  - PD I June 2-7, 2024
  - PD II June 9-14, 2024
  - PD III June 16-21, 2024
  - PD IV June 10-13, 2024

### 1. PURPOSE:

The purpose of the Northwest Clerks Institute is to provide a comprehensive curriculum in public administration management, technical skills and professional/personal development to support continuing education toward certification as a Certified Municipal Clerk (CMC) and Master Municipal Clerk (MMC).

The target audience for the Institute is clerks in local government in the States of Washington, Oregon, and Alaska.

### 2. AGREEMENT ADMINISTRATION:

The following individual(s) have the authority to administer this Agreement and be responsible for tracking performance of this Agreement, and shall serve as the contact person(s) for all billings and communications regarding this Agreement:

#### For Agency:

Susan Duncan, President, WMCA  
Joann Tilton, Director, NW Clerks Institute 209-456-7855

[susanduncan@cityofferndale.org](mailto:susanduncan@cityofferndale.org)  
[joann.tilton@wsu.edu](mailto:joann.tilton@wsu.edu)



## For WSU-PE:

Brianne Wyatt, Senior Conference Manager 253-445-4629  
Jennifer Cook, Director 509-335-5792

[brianne.wyatt@wsu.edu](mailto:brianne.wyatt@wsu.edu)  
[jencook@wsu.edu](mailto:jencook@wsu.edu)

### 3. WSU-PE SERVICES:

WSU-PE will provide the following services to Agency for the Institute:

#### A. PROGRAM DEVELOPMENT SUPPORT

- Assist in developing the institute format.
- Provide guidance on program format and environment to achieve institute objectives.
- Attend monthly calls with the Institute Director or as needed and directed. As event gets closer, meeting will be bi-weekly.
- Handle customer questions related to institute activities.
- Prepare all PDI, PDII, PDIII and PDIV materials every year.
- Prepare and disseminate session and overall surveys. Collect data and report to Institute Director.
- Process travel for the Institute Director.

#### B. FINANCIAL MANAGEMENT & CONTRACT NEGOTIATIONS

*WSU implements an 8% administrative service charge and credit card revenue is subject to a 3% service charge. These fees will be the responsibility of the Agency.*

- Meet with NCI Education Committee to establish an institute budget and timeline.
- Financial reporting and management of registration funds within the budget provided by the institute committee.
- Review and approve final facility bill.
- Provide an annual financial report.
- Review and approve expenses with Institute Director prior to payment.
- Pay regular invoices from Director for Director's services rendered as detailed in the NCI Agreement with the Institute Director.
- Ensure that all payments have a supporting contract and invoice so that you may be ensured that all payment meet strict auditing requirements.
- Final accounting of all revenue and expenses for the event.

#### C. REGISTRATION

*An additional registration management fee of \$12 is charged on all registrants who submit a record on the institute registration page.*

- Receive and process registrations by mail, phone, or online.
- Registration will include PDI, PDII, PDIII, and PDIV annually.
- Registration will include early and late check out for dorms.
- Receive and process registration fee payments via Visa, Mastercard, Discover Card, and check.
- Provide a toll free 800 number for potential participant registration and questions.
- E-mail registration confirmation letters upon receipt of registration.



- Send reminder information to registered attendees as needed.
- Respond to letters, telephone calls, and e-mails regarding registration.
- Prepare final roster of registrants with name, address, and affiliation.
- Prepare name tags with registrant's name, company name, city, state.
- Provide access for the Institute Director to obtain online, up-to-date information regarding registrations.
- Provide collection services up to three months after the event.
- The attendee will have the option to pay with multiple funding sources, i.e. credit card and check in one transaction.

#### D. FACILITY MANAGEMENT/CONTRACT NEGOTIATION

- As approved by the Institute Director, sign contracts with facility for:
  - Dorm room nights
  - Meeting and dining room facilities
  - Classrooms
  - Reception space
- Assist Institute Director in facility cut off dates for counts
- Collect banquet meal and Sunday box lunch choices and provide Institute Director with lists of choices.

#### E. FOOD AND BEVERAGE MANAGEMENT

- Assist Institute Director in preparing reception, dinner and break functions.

#### F. MARKETING

- Produce, publish and distribute all printed institute materials, including registration brochure, program/agenda, workshop description, speaker bios, attendee list, etc. (Printing of materials will be a line item in the budget and is not covered by the management fee).
- Design institute logo/banner.
- Work with external vendors to print materials.
- Prepare certificates.

#### G. SPEAKER MANAGEMENT

- Facilitate communications with secured speakers as directed.
- Execute speaker contracts as directed by the Institute Director.
- Reimburse travel arrangements/hotel accommodations for presenters/speakers as directed by the Institute Director.
- Solicit from speaker's handouts, biographies, and information to promote the session online and for print manuals.
- Provide speaker name badge ribbons.

#### H. ONSITE MANAGEMENT

- Provide one staff member for PDI check-in and as an on-call resource during normal business hours.



#### 4. AGENCY RESPONSIBILITIES

The Institute Director will plan and conduct all aspects of the program not assigned to WSU-PE as listed above and will cooperate with WSU-PE in carrying out its duties under this Agreement.

#### 5. CONFERENCE BUDGET

WSU-PE and Agency will jointly establish a budget for all anticipated costs, expenses, and revenue (incurred or received) in connection with the Institute.

The Institute will be budgeted to include all anticipated program and management costs and expenses, as outlined in the budget. Any surplus revenue or deficit resulting from the Institute, after all costs and expenses have been paid and revenue received, will be assumed by the Agency.

#### 6. CONTRACTS AND FINANCIAL RESPONSIBILITY

Except as otherwise provided in this Agreement, WSU-PE has authority to negotiate and execute contracts, to commit expenditures, and to collect revenue in accordance with, and to accomplish the activities set forth in, the established Institute budget.

The Agency accepts 100% of the financial risk for this Institute. If revenues are not sufficient to pay all costs and expenses of the Institute, including payments to WSU-PE or any liabilities arising from the Institute, Agency shall pay the amount necessary to make up the difference.

#### 7. CONFERENCE ACCOUNT

WSU-PE will establish an account for the Institute. All revenue and expenses will be managed from this account, and regular comprehensive fiscal reports will be provided to the Committee.

Any surplus remaining following the event will be either refunded to the Agency or transferred to the follow year's conference account, as directed by the WMCA President.

#### 8. PAYMENT BY AGENCY TO WSU-PE

##### A. MANAGEMENT FEE

Agency will pay WSU-PE \$21,000 per year for the Institute to cover WSU-PE's direct costs associated with the management of the Institute.

In addition to the Management Fee, the Agency shall pay the direct costs including, but not limited to, travel expenses incurred by WSU-PE staff, overtime (if incurred), printing, shipping, and mailing.

##### B. Additional Compensation for Additional Services

Payment to WSU-PE shall not exceed the amount stated above unless the parties mutually agree to a higher amount prior to the commencement of any work, which will cause the maximum payment to be exceeded. If the fee is not increased, the extra work will not be performed.

##### C. Expenses

- a. Agency will pay WSU-PE a registration management fee of \$12 per registration records submitted for the Institute.



b. Agency will pay WSU-PE the 3.5% merchant transaction fee on all revenue collected via credit card.

D. Administrative Fee

WSU-PE uses the services of Washington State University Controller’s Office to manage the accounts under this Agreement. WSU charges an 8% administrative fee on all revenue retained by WSU to cover expenses. This includes the management fee, per person fee, credit card fee, and any direct expenses.

E. Cancellation

In the unlikely event the Institute is cancelled or Agency decides to terminate this agreement with WSU-PE, Agency will pay WSU-PE in accordance with the following scale:

|                                       |  |
|---------------------------------------|--|
| Signing to 365 days before Institute  | 50% of the Management Fee<br>Plus<br>100% of costs, administrative fees, and direct expenses actually incurred or not cancellable  |
| 364 days to 180 days before Institute | 75% of the Management Fee<br>Plus<br>100% of costs, administrative fees, and direct expenses actually incurred or not cancellable  |
| 180 days to start of Institute        | 100% of the Management Fee<br>Plus<br>100% of costs, administrative fees, and direct expenses actually incurred or not cancellable |

9. GENERAL PROVISIONS

A. PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence upon signing of this Agreement by both parties and be completed approximately 150 days after the close of the event unless terminated sooner as provided herein.

B. RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents, and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance 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 federal officials so authorized by law. Retention of all books, records, documents, and other material relevant to this Agreement will be for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

C. TERMINATION

Either party may terminate this Agreement upon 30 days prior written notification to the other party. If this Agreement is so terminated, the cancellation policy outline above will be in effect.



## D. HOLD HARMLESS

Except as expressly set forth herein, each party to this Agreement shall be responsible for its own acts and/or omissions and those of its officers, employees, and agents in the performance of this Agreement. Neither party shall be responsible for the acts and omissions of those entities or individuals not a party to this Agreement.

## E. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the state of Washington.

## F. DISPUTE RESOLUTION

In the event that a dispute arises under this Agreement that the parties can't resolve, they shall allow the dispute to be decided by a Dispute Panel in the following manner: Each party to this Agreement shall appoint one member to the Dispute Panel. The members so appointed shall jointly appoint an additional member to the Dispute Panel. The Dispute Panel shall review the facts, contract terms, and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Panel shall be final and binding on the parties hereto. There shall be no charge to the parties for these services of the Dispute Panel.

## G. NO DISCRIMINATION

There will be no discrimination in the performance of this Agreement on the basis of race, religion, creed, color, national origin; sex; marital status; sexual orientation (including gender identity); age; genetic history; honorably discharged veteran or military status; the presence of any sensory, mental, or physical disability; the use of a trained dog guide or service animal by a person with a disability; or any other protected status, in compliance with applicable state and federal law.

## H. WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in writing signed by an authorized representative of the party and attached to this Agreement.

## I. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

## J. AMENDMENTS

This Agreement may only be amended by the mutual written consent of the parties, set forth in writing, signed by individuals authorized to bind each party.

## K. SIGNATURES



# Professional Education

Academic Outreach and Innovation  
WASHINGTON STATE UNIVERSITY

Each party affirms that the individual signing this Agreement on that party's behalf has been granted the authority to do so, and by his/her signature affirms that the party will comply with the terms and conditions hereof.

## WSU-PE

### APPROVED BY:

Signature: Brianne Wyatt

Name: Brianne Wyatt

Title: Senior Conference Manager

Date: 10.12.21

## AGENCY

### APPROVED BY:

Signature: Susan Duncan

Name: Susan Duncan

Title: President, WA Municipal Clerks Association

Date: 10/7/2021

Signature: Joann Tilton

Name: Joann Tilton

Title: Director, NW Clerks Institute

Date: 10-8-21