

## WSU VANCOUVER & LOWER COLUMBIA COLLEGE INTERLOCAL AGREEMENT ON SHARED FACILITIES AND RESOURCES

### I. PARTIES

This AGREEMENT is between Washington State University (WSU) and LOWER COLUMBIA COLLEGE (LCC), both institutions of higher education and agencies of the State of Washington.

### II. RECITALS

- A. This MASTER AGREEMENT is entered into pursuant to the Interlocal Cooperation Act, Chapter 39.34 Revised Code of Washington.
- B. The Board of Trustees of LCC, by virtue of RCW 28B.10.528, has delegated to the President of LCC, or his designee, the Vice President of Administrative Services, the authority to execute Interlocal Cooperation Act agreements pursuant to RCW 39.34.
- C. The Board of Regents of WSU, by virtue of RCW 28B.10.528, has delegated to the President of WSU or his designee, the Vice President for Business Affairs or his designee, the authority to execute Interlocal Cooperation Act agreements pursuant to RCW 39.34.
- D. WSU Vancouver and LCC are located in Southwest Washington.
- E. Both schools offer post-secondary education and each has services, programs, equipment, and facilities or other resources available which can be utilized by lease, sale, exchange, or agreement, one with the other, to facilitate the goals, objectives, and procedures of each in a beneficial, economical, and convenient manner.
- F. This AGREEMENT will benefit both WSU and LCC by allowing each of them to provide more educational resources than either would be able to provide individually.
- G. It is anticipated that, pursuant to this AGREEMENT, WSU and LCC will undertake contractual relationships for special purposes that will be executed and documented as required by this MASTER AGREEMENT.

NOW, THEREFORE, it is agreed as follows:

### III. PURPOSE

The purpose of this AGREEMENT is to ensure the parties achieve their respective objectives for credit postsecondary education in a manner so as to avoid unnecessary duplication and conflict and to ensure best achievable utilization of laboratory, computing, and instructional resources, and in so doing to effect savings in capital,

operating, and administrative costs, subject to each party's mission, policies, and applicable statutory limitations.

#### IV. TERMINATION

This MASTER AGREEMENT shall remain in full force and unless terminated. Any party may terminate their participation in this AGREEMENT as follows:

- A. Written notice shall be served upon the other party of its intention to terminate the AGREEMENT. Such notice shall be served not less than one hundred fifty (150) days prior to the termination date set forth therein. The notice shall automatically terminate the AGREEMENT on the date set out unless rescinded prior thereto in writing.
- B. Termination of the relationship affected by this AGREEMENT shall not preclude future agreements for mutual aid between the parties terminated hereunder.
- C. This contract can be modified by mutual written agreement of the parties, which shall be attached as an amendment to this document.

#### V. FINANCING

The achievement of economies and operating efficiency for each party is one of the primary purposes of this MASTER AGREEMENT and, therefore, it is not the intent of the parties to charge for those services already funded at the respective facility. However, if extraordinary costs arise causing an out-of-pocket expenditure at either facility, it is understood reasonable compensation will be accorded to provide for the cost of the service.

LCC will be responsible for all services which support the instruction provided by LCC. WSUV agrees to provide LCC faculty, staff and students access to and use of relevant campus facilities. Service and use fees, where applicable, will be paid for these services.

#### VI. SCOPE

- A. WSU and LCC contemplate entering into separate transactions where desirable and appropriate in connection with, but not limited to, the following:
  - 1. The use of buildings and rooms, including laboratories and shops.
  - 2. The use of laboratory equipment and supplies, including computers.
  - 3. The conduct of educational and vocational programs.
  - 4. The conduct of activities designed to provide student and staff experience in various programs including teacher training and observations and special projects.
  - 5. Other similar matters.
- B. A written document, which will be called a "Supplemental Agreement," will be required for each specific transaction or series of transactions between the parties. Each supplemental agreement shall contain the contract number of this MASTER AGREEMENT and shall also contain a supplemental agreement identification number. Supplement numbers shall be consecutive starting with "No. 1" and

continuing in numerical order. A copy of each supplemental agreement will be attached to this MASTER AGREEMENT and will contain the following minimum information:

1. The purpose of the transaction;
2. The duration of the agreement;
3. The manner of financing and costs involved;
4. A provision for administration of the agreement;
5. A procedure for termination of the agreement;
6. Other issues.

#### VII. ADMINISTRATION

- A. No new or separate legal or administrative entity is created to administer this AGREEMENT.
- B. Specific supplemental agreements entered into by the parties shall be executed by LCC's Vice President of Administrative Services or his/her designee and WSU's Vice President for Business Affairs or his/her designee.
- C. All official notices relating to this MASTER AGREEMENT or any supplemental agreement will be delivered to LCC's Vice President of Administrative Services and to WSU Vancouver's Director of Finance and Operations who will contact the Vice President for Business Affairs or his/her designee.

#### VIII. RESPONSIBILITIES

WSU shall be responsible for consequences of any act or failure to act on the part of itself, its employees and agents. LCC shall be responsible for the consequences of any act or failure to act on the part of itself, its employees and agents. Neither party shall assume any responsibility to the other party for the consequences of any act or failure to act of any person, firm or corporation not a party to this agreement.

#### IX. PARKING

As WSU and LCC students, faculty and staff will potentially be utilizing both the WSU Vancouver campus and the LCC campus, it is important to clearly state parking policy.

A. WSU Faculty Teaching a LCC Course at LCC:

The faculty member will be required to pay a LCC F/S parking charge in order to park in a F/S designated parking lot at LCC.

B. WSU Faculty Teaching a WSU Vancouver Course at LCC:

The faculty member will not be charged for parking at LCC. However, the faculty member must sign up at LCC Security (vehicle, license, etc.) and then be given a dashboard permit if he/she wishes to park in a F/S parking lot. LCC Security must verify that WSU faculty are teaching a course with the WSU Vancouver Associate Dean's Office. These permits will have an expiration date. (See IX. I. below for exceptions to IX. B.)

C. LCC Faculty Teaching a WSU Vancouver Course at WSU Vancouver:

The faculty member will be required to pay WSU Vancouver parking charges.

D. LCC Faculty Teaching a LCC Course at WSU Vancouver:

The faculty member will not be charged for parking at WSU Vancouver. However, the faculty member must sign up at WSU Vancouver Public Safety (vehicle, license, etc.) to receive the appropriate permit. WSU Vancouver Public Safety must verify that LCC faculty are teaching a course at WSU Vancouver with the LCC Office of Instruction. These permits will have an expiration date. (See IX. I. below for exceptions to IX. B.)

E. LCC Students Taking LCC Courses at WSU Vancouver:

Students will be required to pay WSU Vancouver parking charges. These students will not be required to pay the LCC facility fee if the LCC Office of Instruction provides the LCC Cashier's Office with course lists prior to registration.

F. LCC students Taking WSU Vancouver Courses at WSU Vancouver:

Students will be required to pay WSU Vancouver parking charges.

G. WSU Vancouver students Taking LCC Courses at LCC:

WSU Vancouver students will pay the LCC facility fee when they register for the LCC course/s.

H. WSU Vancouver Students Taking WSU Vancouver Courses at LCC:

LCC will bill WSU Vancouver \$1.13 per semester credit hour on the basis of registration detail furnished to LCC each semester by WSU Vancouver following registration.

I. Exceptions to Section IX. B. and IX. D. above will occur at the time either institution's employees exceed 50% of their full time load at the other institution's site. At that point employees will pay the parking charges at the institution where the majority of their workload is performed.

X. CANCELLATIONS AND DELAYS

The cancellation or delay of LCC classes offered on the WSU Vancouver campus will be determined by WSU Vancouver, per WSU Vancouver policy.

The cancellation of WSU classes on the LCC campus will be determined by LCC, per LCC policy.

Each party agrees to notify the other party as soon as decisions are made to cancel or delay.

XI. FILING

Copies of this MASTER AGREEMENT shall be filed with LCC's Vice President of Administrative Services, and WSU's Vice President for Business Affairs prior to its entry into force. The MASTER AGREEMENT shall be effective upon execution by the parties and accomplishment of all filing requirements as provided herein.

DATED this 31 day of January, 200<sup>w</sup>5

WASHINGTON STATE UNIVERSITY

LOWER COLUMBIA COLLEGE

Approved by:



Lynn Valenter  
Director of Finance & Operations

Approved by:



Ellen Peres  
Vice President of Administrative Services

**INTERAGENCY ADDENDUM BETWEEN**  
**WASHINGTON STATE UNIVERSITY VANCOUVER (WSUV)**  
**AND**  
**LOWER COLUMBIA COLLEGE**

THIS AGREEMENT is made and entered into by and between Washington State University, hereinafter referred to as "WSU" and Lower Columbia College, hereinafter referred to as "LCC".

IT IS THE PURPOSE OF THIS AGREEMENT for WSUV AND LCC to jointly provide services to meet the requirements of the WSU Vancouver Engineering and Science Institute.

The Parties agree to the following terms and conditions.

**1. STATEMENT OF WORK**

Each Party shall do all things necessary for or incidental to the performance of the duties set forth below.

**A. Duties of WSU:**

- 1) WSU campus mail within campus will be collected from and delivered to one central designated mail stop for LCC College (e.g. Debra Manley).
- 2) Incidental U.S. mail arriving for LCC may be delivered to designated mail stop, although this should be minimal. If structure and use change, this should be re-visited and costs negotiated and agreed to by parties of this agreement.
- 3) Assist/Coordinate hazardous material disposal in conjunction with LCC staff where mutually agreed upon by both parties. Such activities shall be cost-neutral.
- 4) Shall supply internet services available at a cost per station, currently \$30, and LCC shall reimburse WSUV for these costs. These costs include a basic level of computer support service as defined by WSUV VIT Director.
- 5) Shall provide telephone line services at \$25/phoneline/month, including voicemail services. LCC shall reimburse WSUV for these costs. Long distance calls placed by LCC employees using WSUV long distance service will be reimbursed at the cost charged to WSUV, currently \$0.12 per minute.
- 6) Provide computer lab access to all Institute students.
- 7) Provide library access to all Institute students.
- 8) Based on allocation of S & A fees to WSUV, all Institute students shall be permitted access to S & A funded activities and facilities as permitted by S & A requirements. This includes virtually all activities; the notable exception is the prohibition of Student Government office by a non-WSUV student, or other limitations as described in the Student Government Constitution.

- 9) The Bookie will make course materials and textbooks available for LCC and Institute students, as mutually agreed upon.
- 10) Shall issue keys as approved by Institute Coordinator, consistent with WSUV key policy.
- 11) Provide Public Safety services at the same level as to WSUV community. Criminal activities occurring on the WSUV campus will be under the jurisdictional authority of WSUV Public Safety Department.
- 12) Students will have access to WSUV library services upon presentation of library card (Co-admission ID card or a LCC library card).
- 13) Faculty will have access to WSUV library services upon presentation of a library card and while assigned Institute teaching or administrative duties. Institute coordinator shall supply a list of eligible faculty to the WSUV library quarterly or upon appointment.

**B. Duties of Lower Columbia College**

- 1) Provide mail services campus-to-campus to include U.S. and internal mail. WSU campus mail within campus will be collected from and delivered to one central designated mail stop.
- 2) Shipping and Receiving shall be handled by LCC Central Receiving staff or designated on-campus staff. Exceptions must be coordinated with WSUV.
- 3) Maintain a chemical inventory and coordinate with WSUV EH & S staff to meet all regulations and requirements. Opportunities for minimizing resources while meeting regulatory requirements in collaboration with WSUV are encouraged.
- 4) Textbooks and course materials will be available through LCC's bookstore.
- 5) Copy services shall be LCC responsibility. If copy codes are supplied for use of WSUV copiers, LCC shall reimburse WSUV for these expenses.
- 6) Shall request keys in conformance with WSUV key policy and supply appropriate signatures and information. Shall track key return to insure compliance consistent with policy, quarterly or more frequently. Re-key costs would be incurred only in high-risk cases, and would be limited to actual re-keying costs.
- 7) Security issues not meeting criminal standard shall be dealt with as a student conduct issue under home campus existing policies and procedures.
- 8) Hardware failure shall be the responsibility of the owner of the equipment.
- 9) Purchasing and related activities shall conform to LCC policies and procedures.
- 10) To be responsible for Interlibrary loan and electronic reserves services to LCC faculty and students.
- 11) Courier service for delivery of library materials.

2. PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on the date executed by the Parties and be completed on vacating WSUV building space. Vacancy shall be dictated by final move-in to the Clark Center, located on the WSUV campus, unless terminated sooner as provided in this Agreement.

3. PAYMENT

Compensation for the work provided in accordance with this agreement has been established under the terms of RCW 39.34.130. The parties have estimated that the cost of accomplishing the work requiring remuneration to either party will not exceed \$50,000. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree in writing to a higher amount prior to the commencement of any work that will cause the maximum payment to be exceeded. Compensation for services shall be based on the following rates and in accordance with the following terms.

4. BILLING PROCEDURE

WSUV shall submit invoices quarterly to LCC. Payment to WSUV for approved and completed work will be made by warrant, account transfer or check within 30 days after the receipt of invoice or the end of the fiscal year, whichever is earlier. Penalties for late payments that are defined as those paid beyond thirty (30) days after receipt of invoice, shall be assessed at one percent (1%) per month. The contract administrators shall resolve invoice discrepancies.

5. RECORDS MAINTENANCE

The parties to this contract shall each maintain books, records, documents and other evidence which 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. All books, records, documents, and other material relevant to this Agreement will be retained for six year 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.

Records and other documents, in any medium, furnished by one party to this agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

6. INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

7. MODIFICATION

This agreement may be modified or amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

8. TERMINATION

Either party may terminate this Agreement upon 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. Under this section or the following section, if the parties choose to partially or completely terminate this Agreement, the Parties shall either mutually agree how any property involved shall be disposed of. If they are unable to do so, they shall submit the dispute to the Dispute Panel provided for in Section 11 below.

9. TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other. See section 9 for the provisions for disposition of property upon the partial or complete termination of this Agreement.

10. DISPUTES

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. Parties shall not pay for these services of the Dispute Panel.

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.

11. GOVERNANCE

This contract is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order.

- a. applicable state and federal statutes and rules;
- b. statement of work; and
- c. any other provisions of the agreement, including materials incorporated by reference.

12. ASSIGNMENT

The work to be provided under this Agreement, and any claim arising under this Agreement is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

13. 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 a writing signed by an authorized representative of the party and attached to the original agreement.

14. 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.

15. ENTIRE AGREEMENT

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind any of the parties hereto.

16. CONTRACT ADMINISTRATION

The program manager for each of the parties shall administer this Agreement and be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The Contract Administrator for Washington State University is:

Name:	Lynn Valenter
College or Department:	Washington State University Vancouver
Address:	14204 NE Salmon Creek Ave Vancouver, WA 98686
Telephone:	360-546-9590
Fax Number:	360-546-9079
E-Mail:	valenter@vancouver.wsu.edu

The Contract Administrator for Lower Columbia College is:

Name:	Ellen K. Peres
Address:	VP Administrative Services Lower Columbia College 1600 Maple Longview, WA 98632
Telephone:	360-442-2201
Fax Number:	
E-Mail:	eperes@lcc.ctc.edu

18. SIGNATURES

The parties affirm they have designated the persons below to have signature authority for the Parties. By their signatures on this Agreement, the Parties agree to all of its terms and conditions.

WASHINGTON STATE UNIVERSITY

Approved by: \_\_\_\_\_  
 By: *Lynn Valenter*  
 Name: Lynn Valenter  
 Title: Director Finance & Operations  
 Date: 1-21-05 WSU Vancouver

LOWER COLUMBIA COLLEGE

Approved by: \_\_\_\_\_  
 By: *Ellen K Peres*  
 Name: ELLEN K PERES  
 Title: VP Admin Services  
 Date: 1-21-05