

INTERAGENCY AGREEMENT
between
EVERETT COMMUNITY COLLEGE
and
WASHINGTON STATE UNIVERSITY

I. PURPOSE

This Interagency Agreement (“Agreement”) is entered into by and between Everett Community College (“EvCC”) and Washington State University (“WSU”) for the purpose of setting forth the terms and conditions under which the University Center of North Puget Sound (UC) will be managed and administered by WSU on the EvCC Campus. The above entities may be referred to as Parties, or individually as Party. UC refers to the UC facility, as well as to consortium colleges and universities that offer programs at this site. This Agreement is issued pursuant to the Interlocal Cooperation Act, RCW 39.34.

II. BACKGROUND

The University Center of North Puget Sound is a consortium of higher education institutions providing Bachelor’s degrees, Master’s degrees and some certificated programs to the residents of Snohomish, Skagit and Island counties. The UC is located in Gray Wolf Hall on the EvCC campus and consists of several classrooms, offices and other spaces. See Exhibit A for a detailed listing of UC classrooms, offices and spaces, as well as those shared with EvCC. In 2011, the Washington Legislature adopted RCW 28B.30.515, which transfers the management and leadership and the budget support and resources of the UC to WSU effective July 1, 2014.

III. PERIOD OF PERFORMANCE

Performance under this Agreement shall commence upon the date of the last Party to sign this Agreement.

Upon full execution of the Agreement, the Parties will do all things necessary to effectuate transfer of the management and operation of the UC by July 1, 2014.

Support services to be provided by EvCC as set forth below will begin on July 1, 2014, and will continue until such time that the UC no longer occupies space in Gray Wolf Hall, or unless terminated sooner upon mutual agreement of the Parties.

IV. CONTACTS AND NOTICE

The contacts for the Parties are:

For EvCC

Name: Jennifer Howard, Vice President Administrative Services
Address: 2000 Tower Street
E-mail: jhoward@everettcc.edu
Phone: 425-388-9232

For WSU

Name: Dr. Paul Pitre, Academic Dean
Address: Gray Wolf Hall, Room 110
2000 Tower Street, MS 45
Everett, WA 98201-1390
E-mail: pep@wsu.edu
Phone: (425) 259-8941

The contacts may be changed at any time by written notice to the other Party. Any notice required under this Agreement must be in writing signed by the applicable Party, addressed to the contact designated in this section and delivered either in person, by mail (U.S. or other mail service) or electronic mail.

V. TRANSFER OF MANAGEMENT, LEADERSHIP and BUDGET SUPPORT AND RESOURCES

Pursuant to 28B.30.515, effective July 1, 2014, WSU, through its chief executive officer at the UC, will manage the activities and logistics of operating the UC. Accordingly, budget support and resources for the UC will be transferred from EvCC to WSU effective on the aforementioned date (except for funds that will be used to compensate EvCC for support services for the duration of this Agreement). (See Section VI of this Agreement for the provisions relating to Support Services.)

- A. Management and Leadership. WSU shall assume leadership responsibilities for the UC, including:
1. Collaboration with UC consortium institutions to implement the strategic plan for meeting the region's academic and workforce needs and expanding the educational opportunities of the region.
 2. Responsibility for executing new agreements with consortium institutions, such agreements to be effective July 1, 2014.
 3. Making policy and planning recommendations to the Coordinating and Planning Council (established pursuant to RCW 28B.30.515) and implementing the decisions of the Council.
- B. Budget and Resources. Resources will be transferred to WSU to assume the leadership and management responsibilities as follows:
1. State funding for UC operations, pursuant to the agreement between the WSU and the Washington State Community & Technical College administration.
 2. The collection of revenue from UC consortium institutions, which includes leases, rental income and technology and other fees.
- C. UC Records. WSU will review existing reports, documents, papers, or any other written or electronic record existing upon execution of this Agreement that pertain to the UC's functions or responsibilities for potential transfer to WSU. The Parties shall jointly determine which records will be transferred and where those records will be stored. Once the records are transferred, WSU will assume ownership of those records and will be

responsible for response to records requests made pursuant to the Public Records Act, Chapter 42.56 RCW. If a question arises as to the transfer of any of the aforementioned records that the Parties are unable to resolve, the Coordinating and Planning Council shall make a determination as to the proper distribution of the records in question.

D. Property

1. Personal Property. No later than June 30, 2014, the Parties will agree on a final inventory of all UC- and EvCC-owned personal property that is located in the UC, including such items as furniture, cabinets, office equipment and any other tangible property located therein. The inventory will contain the following elements: the property's current ownership, location, state inventory tag (if applicable), cost and depreciation information (if applicable) and general description.

The final inventory will also specify which UC-owned property will be transferred to EvCC and which will remain UC-owned property. All transfers will be effective July 1, 2014. All property identified under this provision will continue to be maintained, and as needed, surplus by EvCC as provided herein, except for UC-owned computing or technology equipment specified by WSU to be maintained by WSU personnel. Property owned by UC consortium institutions will be excluded from this Agreement.

2. UC Domain Name (<http://www.uceverett.org>) and Website Content. WSU will be responsible for renewing the registration of the UC domain name upon its expiration and EvCC will relinquish all rights, title and interest in the same to WSU. Thereafter, WSU will host, own and be responsible for the UC Website and associated content, including the following:
 - a. Any trademark rights associated with the domain name, except for any trademark-protected logos and brand images owned by EvCC and other universities and colleges that appear on the UC site. WSU will work with all the consortium institutions to ensure that their images and brand identities are presented appropriately.
 - b. All Internet traffic to the domain name.
 - c. All Website content associated with the domain name, including but not limited to copyrights to any and all Web pages and content on the Web pages, page layouts for the Website, all graphics used at the Website, all databases generated for the Website, online forms and other scripts used at the Website and all banner or other advertisements for the Website. Website content ownership does not include the trademark-protected images, as provided in V.D.2.a. above.
3. Adjustments to physical structure. Subject to other provisions in this Agreement, WSU will not make any permanent infrastructure changes within Gray Wolf Hall.

VI. SUPPORT SERVICES

- A. Pursuant to RCW 28B.30.515, all infrastructure operating and maintenance costs for the UC are to be shared in what is deemed to be an equitable and fair manner based on space allocation, special cost and other relevant considerations. Toward that end, the Parties agree the scope of services and maintenance currently provided to UC under EvCC's management will continue to be provided by EvCC, at no extra cost to WSU, so long as the UC resides in Gray Wolf Hall on the EvCC campus in the spaces identified in Exhibit A. The current services and maintenance provided by EvCC to the UC are described below.
- B. Compensation. EvCC will continue to receive state-allocated funds for the support services being provided under this Agreement pursuant to the understanding between the WSU and the Washington State Community & Technical College administrations.
- C. Schedule. EvCC will provide services to the UC on the same schedule and basis as provided to other buildings at EvCC. The Parties understand that EvCC's, WSU's, and the consortium institutions' calendars differ and that EvCC employees' work schedules adhere to EvCC's calendar. When the EvCC main campus is closed due to an emergency, the UC will also be closed.
- D. The following describes the Parties' understanding of the current services and ongoing maintenance that are provided to the UC by EvCC, as well as the Parties' responsibilities thereof.
1. Utilities. Utilities include, but are not limited to, light, heat, air conditioning, power, telephone, water and garbage collection.
 2. Custodial. Custodial includes cleaning, vacuuming, trash disposal, light bulb replacement, replenishing supplies, minor maintenance and general housekeeping duties that are required to keep the facility clean, sanitary, and comfortable. EvCC will provide custodial staff, working the overnight shift (10:30 p.m. to 7:30 a.m.), Monday through Friday. Minimal custodial services in response to emergencies are available on an on-call basis outside the normal overnight shift, Monday through Friday.
 3. Maintenance. EvCC shall maintain the building, grounds and UC-owned equipment (subject to Section V.D.1.), furnishings and other personal property in good repair. Maintenance obligations include the following:
 - a. Mechanical systems. This includes, but is not limited to, those systems associated with power, lighting, heating, ventilation, air conditioning, fire and smoke detectors, plumbing, elevators and sprinkler systems.
 - b. Grounds. Grounds include, but are not limited to, sidewalks, roadways, parking lots, patios, signage, landscape areas and plant beds and doorway areas, which will be maintained in a safe, clean, and visually appealing manner and to ensure accessibility for individuals with disabilities.
 - c. Equipment and furnishings. This includes, but is not limited to, all equipment, furnishings and personal property identified pursuant to and subject to Section V.D.1. of this Agreement.

4. Campus Safety and Security.

a. EvCC's safety and security obligations include the following:

- 1) EvCC security personnel shall regularly patrol the UC facility seven days per week, including holidays and other closures; respond in a timely manner to issues of personal safety or emergency issues involving UC personnel and students; and provide access to EvCC personal security and crime prevention services and resources.
- 2) EvCC shall extend its notification provisions to UC personnel and students about risks related to crime and drug use in compliance with state and federal laws, including RCW 4.24.550 (Sex offenders and kidnapping offenders, release of information to the public); the Campus Sex Crimes Prevention Act of 2000; the Jeanne Clery Act; and the Family Educational Rights and Privacy Act of 1974. Both EvCC and WSU will disclose and report campus statistics as required by the Clery Act and other applicable laws.
- 3) EvCC will include a representative designated by WSU (in collaboration with UC consortium institutions) on the EvCC Health and Safety Committee. The UC representative will be included in safety committee planning, training and drills.
- 4) EvCC will immediately notify the police of UC consortium institutions directly in the event of any emergency or other incident involving personnel or students of a UC consortium institution.
 - i. In the case of disorderly or threatening conduct on the EvCC campus by a UC student, EvCC's representative may require the student to leave the campus immediately. The EvCC chief judicial officer / security officer will confer with the appropriate UC consortium institution to determine any conditions or further disciplinary action to be imposed prior to the student's return to the EvCC campus.

b. WSU's safety and security obligations include the following:

- 1) UC students, including WSU students, located on the EvCC campus are required to adhere to the Health, Safety, and Security Policies of EvCC and their individual institutions. In cases where a conflict between policies may arise, the policy of EvCC shall prevail.
- 2) WSU shall immediately notify EvCC of any health, safety or security incident involving UC faculty, staff, students, or visitors of which WSU has actual knowledge. WSU shall be responsible for informing the personnel of UC consortium institutions of their requirement to immediately notify EvCC of any health, safety or security incident involving any of their respective faculty, staff, students, or visitors, of which they have actual knowledge. WSU shall also include the aforementioned

- requirement in its agreements with UC consortium institutions.
- 3) WSU shall notify EvCC of any UC student attending on the EvCC campus who is an identified level one, two, or three sex offender, of which it has actual knowledge, and EvCC shall share this information with EvCC personnel.
 - 4) WSU shall share with UC personnel and students EvCC campus safety, security, health and emergency management information as provided by EvCC and in collaboration with the UC-designated representative on EvCC's Health and Safety Committee.
5. Library and Library Media Center (LMC). Library/media resources and services to support UC faculty, staff and students will be provided at the EvCC Library or through the phone or online as provided to community users.
- a. Library services will consist of the following:
 - 1) Reference librarian assistance
 - 2) Orientation to the EvCC LMC services and collections
 - 3) Management and circulation of reserve materials and equipment provided by WSU and UC consortium institutions
 - 4) Access to the following library materials for borrowing (including phone renewal) and checking out (as allowed to community users):
 - i. General library materials (both those checked out and those used in the library only)
 - iii. Copier (with purchase of a copy card)
 - 5) Access to study rooms
 - 6) Assistance with interlibrary loan
 - b. When borrowing from the EvCC Library Media Center, UC faculty, staff and students will be governed by all LMC policies established for community users (circulation policies, overdue fines, etc.).
6. Information Technology. EvCC will provide and broadcast WSU and University Center wireless networks (SSIDs) and transport the wireless networking traffic associated with these networks to WSU's network demarcation located in Gray Wolf Hall. Upon request, WSU will be granted access to physical spaces, including telecom closets, the data center, and other networking/telecommunication spaces that are necessary to provide IT related services to the University Center. The K20 education network and local and long distance phone service provider(s) will install service demarcations on the EvCC campus with locations to be mutually determined by and acceptable to the Parties.

EvCC and WSU will cooperate and coordinate access to the location(s) that are determined for WSU's data center, for example, or to successfully provide any IT related services to the UC and Gray Wolf Hall.

WSU will seek prior approval from EvCC before making any alterations, additions, or modifications to Gray Wolf Hall or any spaces managed by WSU or EvCC, either in the UC or in other locations on the EvCC campus. Any such alterations, additions, or modifications that are made to provide the

aforementioned IT services will be at WSU's expense.

7. **Parking and Transportation.**
 - a. UC faculty, staff, students and visitors must adhere to EvCC Parking Rules.
 - b. UC personnel and students may utilize any available parking spaces on campus as designated by the Parking rules.
 - c. Parking rates for UC faculty, staff, students and visitors will be provided at the same level and rates as those of EvCC personnel. Persons utilizing these services will be individually responsible for fees associated with this use.
 - d. Guest-parking passes may be purchased through the cashiers' office by WSU or one of the UC consortium institutions. Annually, EvCC will provide WSU with 20 guest passes at no charge to be provided to UC guests as appropriately determined by WSU.
 - e. UC personnel shall be eligible for participation in EvCC's Commute Trip Reduction-type programs and for any benefits to be derived therefrom. Further, UC personnel and students shall have access to purchasing the ORCA (One Regional Card for All) pass at EvCC at the same rate available to EvCC staff and students.
8. **Logistics Operations.** Logistics Operations under this Agreement include mailing services (sorting and delivering incoming and outgoing mail) and shipping and receiving of packages (including copy and print jobs). Logistics Operations will also handle and process automated or bulk mailings, and charges will be applied for this service at the rates applicable at the time service is rendered. WSU or UC consortium institutions will reimburse EvCC for postage expenses incurred, if any, at postage rates in effect at the time services are rendered.
9. **Food Service.** UC personnel and staff shall have access to EvCC's cafeteria/food services and catering at the same level and rates as EvCC personnel. WSU will continue to offer the right of first refusal to the EvCC-contracted food-service provider. Persons utilizing these services will be individually responsible for fees associated with this use.
10. **Promotion and Marketing.** Digital signage access may be provided to WSU on a fee basis to be negotiated annually. WSU will coordinate all UC partner access to EvCC digital signage.
11. **Disability Services.** WSU and EvCC will collaborate to provide reasonable accommodation services to qualified students with disabilities enrolled in UC services and programs. Qualified students with disabilities shall have an equal opportunity to access facilities, workshops, events and conferences.
 - a. WSU will designate a contact person for handling matters related to disability services for all UC consortium institutions.

- b. EvCC will coordinate on-site placement of accessible furnishings owned by EvCC in UC designated spaces for qualified students with disabilities when requested. Accessible furnishings include desks, tables and chairs.
 - c. The provision of existing EvCC accessible furnishings for qualified UC students will be accommodated whenever possible according to the specifications described by WSU or a UC consortium institution. EvCC will inform WSU when the needs of UC students exceed EvCC's existing supply of accessible furnishings that meet those specifications. EvCC students will have priority use of EvCC accessible furnishings.
 - d. WSU will be responsible for funding and/or supplying any additional accessible furnishings, provided that funds are available, and such property will be identified as UC property, although EvCC will coordinate on-site placement.
 - e. WSU will inform qualified students with disabilities that they will be responsible for the cost of destruction or loss of EvCC furnishings damaged or lost by UC students.
 - f. EvCC will provide, when requested by UC qualified students and staff with disabilities, referral information for local support services such as public transportation, durable medical equipment repairs, community mental health care services and state and federal social service organizations.
 - g. No disability services are provided with respect to diagnostic evaluations. Accommodations in this regard are the responsibility of the institution that enrolls the student or hires the staff person.
 - h. UC consortium institutions will be individually responsible for providing all disability services for their respective students that surpass what is provided herein.
12. Conference Services. Use of EvCC space outside the spaces designated in Appendix A will be scheduled through EvCC Conference Services. Conference Services will determine the facility use rate depending on the type of event, following EvCC policy. Additional parking passes for such events will be obtained through Conference Services.

VII. POLICY COMPLIANCE AND STUDENT CONDUCT

- A. Policy Compliance. WSU will ensure UC consortium institutions are informed that they and their officers, employees, and agents must adhere to EvCC policies and regulations while on the EvCC campus.
- B. Student Conduct
 - 1. WSU will ensure that its students are informed that they must adhere to the EvCC Student Conduct Code while on the EvCC campus, as well as the WSU Student Conduct Code. Students violating said Codes will be subject to disciplinary action according to the WSU Student Conduct Code.
 - 2. WSU will ensure that the UC consortium institutions are informed that their students must also adhere to the EvCC Student Conduct Code while on the EvCC campus, as well as the Student Conduct Codes of the institutions in which they are enrolled, and that their students will be subject to disciplinary action through the institution in which they are enrolled.
 - 3. Violations of the EvCC Student Conduct Code could result in exclusion from the EvCC campus of any UC student.

VIII. DUPLICATION OF BILLED COSTS

Neither agency shall bill the other for services performed under this contract, if the billing agency is entitled to payment or has been or will be paid by any other source, including state funding or grants, for that service.

IX. FORCE MAJEURE

In the event that the Parties' obligations under this Agreement are substantially delayed, prevented or rendered impractical by fire, flood, riot, earthquake, civil commotion, war, strike, lockout, labor disturbances, exposition, sabotage, accident or other casualty, act of GOD, any law ordinance, rule or regulation which becomes effective after the date of this Agreement, or any other cause beyond the reasonable control of either Party, then the Parties shall be released from performance under this Agreement except as provided herein. Both Parties hereby waive any claim for damages or compensation for such delay or failure to perform, other than obligations incurred up to the date of such force majeure.

X. NON-DISCRIMINATION

There will be no discrimination in the performance of this Agreement on the basis of race, religion, creed, color, national origin, families with children, sex, marital status, sexual orientation (including gender identity and expression), age, genetic history, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability, or the use of a trained dog guide or service animal (excluding therapy animals and pets) by a person with a disability, in compliance with (a) Presidential Executive Order 11246, as amended, including the Equal Opportunity Clause contained therein; (b) Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans Readjustment Act of 1974, as amended, and the Affirmative Action Clauses contained therein; (c) the Americans with Disabilities Act of 1990, as

amended; and (d) applicable non-discrimination laws of the state of Washington. The parties further agree they will not maintain facilities which are segregated on the basis of race, color, religion, or national origin in compliance with Presidential Executive Order 11246, as amended, and will comply with the Americans with Disabilities Act of 1990, as amended, regarding programs, services, activities, and employment practices.

XI. 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, impair or invalidate any 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.

XII. AMENDMENTS and MODIFICATIONS

This Agreement may be amended or modified upon the written mutual consent of the Parties.

XIII. ASSURANCES

The Parties agree that all activity pursuant to this Agreement shall be in accordance with all applicable federal, state and local laws, rules, and regulations as they currently exist or as amended.

XIV. DISPUTE RESOLUTION

In the event that a dispute arises under this Agreement, resolution shall be determined by the Coordinating and Planning Council established pursuant to RCW 28B.30.515. In the event that a conflict cannot be resolved through the Coordinating Council, the Washington Student Achievement Council resolution process will be employed. The determination of the Student Achievement Council shall be final and binding on both Parties.

XV. GOVERNING LAW CONTRACT INTERPRETATION

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and the venue of any action brought under this Agreement shall be in Superior Court for Snohomish County. Captions and paragraph headings hereof are inserted for convenience purposes only and shall not be deemed to limit or expand the meaning of any paragraph. 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. Terms and Conditions as contained in this Agreement;
- C. Any other provision, term or material incorporated herein by reference or otherwise incorporated.

XVI. 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.

XVII. 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 service(s) 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 pursuant to Washington State records retention and archive rules. 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.

- A. If any litigation, claim or audit is started before the expiration of the applicable retention period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- B. 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 any confidential information 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. However, the Parties acknowledge that State Agencies are subject to chapter 42.56 RCW, the Public Records Act.

XVIII. RESPONSIBILITIES OF THE PARTIES

Each Party to this Agreement hereby assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omissions on the part of itself, its employees, its officers, and its agents in the performance of this Agreement. Accordingly, each party shall be held responsible for its own negligence. Neither Party assumes any responsibility to the other Party for the consequences of any claim, act, or omission of any person, agency, firm, or corporation not a part to this Agreement.

XIX. 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. Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing and signed by personnel authorized to bind each of the Parties.

XX. ALL WRITINGS CONTAINED HEREIN

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

IN WITNESS WHEREOF, the Parties have executed this Agreement.

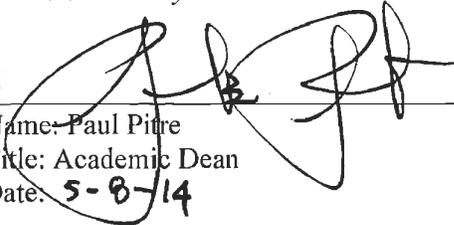
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Washington State University

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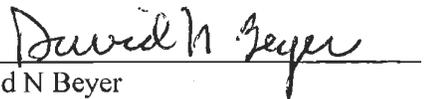
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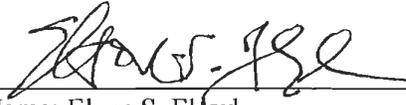

Name: Jennifer Howard
Title: Vice President of Administrative Services
Date: April 30, 2014


Name: Paul Pitre
Title: Academic Dean
Date: 5-8-14

Approved by:

Approved by:


Name: David N Beyer
Title: President
Date: April 30, 2014


Name: Elson S. Floyd
Title: President
Date: 5-9-14

Approved as to Form:

Approved as to Form:


Name: Nancy S Garland
Title: Assistant Attorney General
Date: 5/5/14

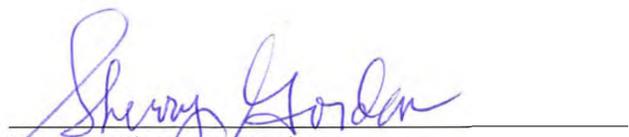

Name: Sherry L. Gordon
Title: Assistant Attorney General
Date: 5-13-14

Exhibit A

Space Allocations: Current UC space allocations in effect at the time of this Agreement will continue in full force until and through June 30, 2014.

Space Scheduling: EvCC will continue to make space allocation decisions for UC-designated space and UC space shared with EvCC through June 30, 2014, but shall not make any decisions to obligate UC-designated space beyond the aforementioned date.

University Center Classrooms, Offices and Adjacent Spaces:

Gray Wolf Hall, Rooms for University Center Use only:

105,154,156,157,158,159,160,162,207,364,365,366,370

Gray Wolf Hall, Rooms Shared with Everett Community College:

164,171,242,270,278,282,286,288,291,374,376,380,384,386,388,391

University Center Offices and Adjacent Spaces

100,101,102,103,104,106,107,109,110,111,112,113,114,116,117,118,121

200,201,202,204,206,208,209,210,211,231A,

231B,234,235,236,237,238,239,243,244,246,247,248,249,250,

251,253,254

