

MEMORANDUM OF UNDERSTANDING BETWEEN
WASHINGTON STATE UNIVERSITY
AND
UNIVERSITY OF WASHINGTON

WSU Contract# CCN002732

UW Contract #

I. PARTIES

This Memorandum of Understanding (MOU) is entered into by and between Washington State University, a land-grant institution of higher education and an agency of the state of Washington (WSU), by and through its College of Agricultural, Human, and Natural Resource Sciences (CAHNRS), and the University of Washington, a sea-grant and space-grant institution of higher education and an agency of the state of Washington (UW), by and through its Daniel J. Evans School of Public Policy and Governance (Evans School). This MOU sets forth the respective obligations and underlying objectives of WSU and UW with respect to the administration and operation of the William D. Ruckelshaus Center (the "Center"). In this MOU, WSU and UW may be individually referred to as a Party or jointly as the Parties.

II. BACKGROUND

The mission of the William D. Ruckelshaus Center is to act as a neutral resource for collaborative problem solving in the region. The Center provides expertise to improve the quality and availability of voluntary collaborative approaches for policy development and multi-party dispute resolution.

The Center is a joint effort of Washington's two research universities and was developed in response to requests from community leaders. Building on the unique strengths of the two institutions, the Center is dedicated to assisting public, private, tribal, non-profit and other community leaders in their efforts to build consensus and resolve conflicts around difficult public policy issues. The Center also advances the missions of the two universities by bringing real-world policy issues to the campuses for teaching, research, and engagement purposes.

The Center is hosted at the University of Washington at the Daniel J. Evans School of Public Policy and Governance and at Washington State University by the College of Agricultural, Human, and Natural Resource Sciences. It is guided by an advisory board of prominent local, state, and regional leaders representing a broad range of constituencies and geographic locations. The board is chaired by a community leader.

The Center is enacting a future in which governmental leaders, policy makers, stakeholders and citizens in the state of Washington and the Pacific Northwest routinely employ the tools of collaborative decision making to design, implement and govern successful public policy processes.

The Center is currently funded through a state allocation to WSU, through fee-for-service contracts to support specific projects, and through private donations, some of which are managed pursuant to the terms of the William D. Ruckelshaus Center Foundation, a separate 501c3.

III. BENEFITS OF THE CENTER TO THE PARTIES

The Center is intended to serve as an impartial resource to public, private, tribal, non-profit, and other community groups and leaders for collaborative problem solving on public policy issues. It also enables WSU and UW to benefit from authentic collaboration through their involvement with the center. There are real and tangible benefits from their involvement in the Center. Such benefits include but are not limited to:

A. Opportunity to Demonstrate to Governor, Legislature, Stakeholders Return for Investment in Higher Education

1. Expertise of each university helps solve real-world problems and large and small policy challenges, in furtherance of each university's public service missions (including their land grant, sea grant, and space grant missions).
2. University researchers provide an accepted information base for informed solutions.
3. Universities are considered an impartial forum and/or accepted convener, where others are not.
4. Support engaged scholarship that advances the teaching and research missions of the universities by bringing real-world policy issues to the academic setting.
5. Working with and through existing programs its host, helps meet the universities' commitment to add to the processes of improving government, through training of public officials, analysis of implications (cost and effectiveness) of policy, and other means.

B. Interaction with Center's Advisory Board

1. Direct connection with influential and accomplished leaders from across many sectors, geography, politics.
2. Board members can assist the universities in fundraising and external collaboration, providing advice and insight from outside the university context/setting.

C. The Center as a Resource for the Universities

1. Serves as a resource for collaborative problem solving on university-based grants or multi-party projects.
2. Creates opportunities for research knowledge networks related to Center projects.
3. Expands national and international networks through work with the Center.
4. Improves abilities to explore joint educational programs and provide a catalyst for other collaboration and productive partnerships.

D. Projects for Faculty, Staff and Students

1. Through its Advisory Board, its contacts in Olympia and elsewhere, the Center keeps the universities in conversations with statewide actors to help each university develop long- and short-term projects for faculty, students, and staff.
2. Opportunities for faculty and students to gather data for peer-reviewed publications on topics of great import to policy makers, business leaders, and community members.
3. Training programs to expand the capacity for collaborative decision making among public officials and policy makers.
4. Internships for graduate and undergraduate students

IV. COMMITMENT OF THE PARTIES

A. WSU shall provide the following under this MOU:

1. Necessary leadership, administrative support, and oversight for the Center and its activities, including employment of, and payment of attendant salary and benefits for, the Director of the Center.
2. Officially house the Center at WSU CAHNRS and provide necessary office space and other support as consistent with WSU standards for Director of a major program.
3. Utilize the funds provided by the State solely for operating support of the Center.

B. UW shall provide the following under this MOU:

1. In the unlikely event that the legislature allocates funds to UW for Ruckelshaus Center projects, transfer to WSU any state funds allocated for the Center's operations and/or projects, whether it be from annual funding, a legislative proviso, other legislation, or other types of funding. Identify representatives responsible for overseeing matters pertaining to the transfer of funds and assure regular and reasonable contact with WSU to assure the timely transfer of funds.
2. Develop and implement a unique approach to accounting for financial and administrative expenses in order to reduce barriers that might exist if the Center wants to contract with UW faculty or staff expertise.

C. It is mutually agreed:

1. The two University's respective Presidents, Provosts, and the Evans School and CAHNRS Deans hold ex-officio seats on the Center's Advisory Board, which provides advice and support that assist in the effectiveness of the Center, as set forth in the Board Guidelines.
2. The Deans of CAHNRS and the Evans School have a seat on the Advisory Board Executive Committee.
3. The Parties will annually convene a University Senior Leadership Partnership meeting to assure the two universities continue to support the programmatic and fiscal vitality of the Center.
4. That Deans will meet at least quarterly.
5. The Deans will convene a joint Ruckelshaus Center Ambassador's Work Group of faculty and senior staff at least bi-annually to encourage continued collaboration and exchange of ideas for the benefit of the Center. This group would also help identify faculty, staff, and students to serve on project teams.
6. Deans or designees jointly serve on the search committee for the Center's Director, alongside members of the Advisory Board and faculty from both universities.
7. The Deans will provide input on an annual performance appraisal of the Director.
8. To work collaboratively to encourage the State Legislature to support the programmatic and fiscal vitality of the Center.

V. PERIOD OF PERFORMANCE

Subject to its other provisions, this MOU shall take effect when all Parties have signed this MOU and shall remain in effect until such time as this MOU is terminated by either party as provided herein. This MOU nullifies and replaces the original MOA of 2011 and the amendment to the MOA executed in 2019.

VI. TERMINATION

Either Party may terminate this MOU upon not less than ninety (90) days prior written notification to the other Party. If this MOU is so terminated, the Parties shall be responsible only for performance rendered or costs incurred in accordance with the terms of this MOU prior to the effective date of termination.

VII. RECORDS MAINTENANCE

The Parties shall each maintain books, records, 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 and shall each maintain records of any funds donated to the Party using the term William D. Ruckelshaus Center in any event to raise the funds, or solicitation for such funds. These records shall be subject to inspection, review, or audit by personnel of either Party, 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 MOU will be retained and subject to such access and review by the other Party for six (6) years after creation of the record.

Records and other documents, in any medium, furnished by one Party to this MOU to the other Party, will remain the property of the furnishing Party, unless otherwise agreed. To the extent consistent with the law, including the Washington State Public Records Act, the receiving Party will not disclose or make available such records to any third parties without first giving notice to the furnishing Party and giving that Party a reasonable opportunity to respond. Each Party will use reasonable security procedures and protections to ensure that records and documents provided by the other Party are not erroneously disclosed to third parties.

VIII. HOLD HARMLESS

Each Party to this MOU shall be responsible only for its own acts and omissions and those of its own officers, employees, and agents. The Parties to this MOU shall not be responsible for the acts and omissions of entities or persons not party to this Agreement.

IX. INDEPENDENT CAPACITY

Each Party to this MOU shall be considered independent contractors, and the employees and agents of each Party shall continue to be employees and agents of that Party and shall not be considered for any purposes to be employees or agents of the other Party.

X. DISPUTES

If a dispute arises under this Agreement, a Dispute Panel shall determine the matter in the following manner: each Party to this MOU shall appointment one member to the Dispute Panel, and 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 resolve the dispute. The determination of the Dispute Panel shall be final and binding on the Parties. The Parties shall share equally the costs, if any, for these services.

XI. GOVERNANCE

The laws of the State of Washington shall govern this Agreement.

XII. ASSIGNMENT

The work and services to be provided under this MOU are not assignable or delegable by either Party in whole or in part, without the express prior written consent of the other Party.

XIII. USE OF MARKS

Neither Party may use the other Party's marks without that Party's prior written approval. Notwithstanding the foregoing, this MOU generally establishes the limited right of each Party to use the other Party's marks that specifically pertain to the Center in support of the activities under this MOU. If this MOU is terminated, both Parties agree to immediately cease using any of the other Party's marks with respect to the Center.

XIV. WAIVER

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

XV. SEVERABILITY

If any provision of this MOU or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this MOU 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 MOU, and to this end the provisions of this MOU are declared to be severable.

XVI. COMPLETE AGREEMENT

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

XVII. ALTERATIONS AND AMENDMENTS

This MOU may be amended by the mutual consent of the Parties. Such amendments shall not be binding unless in writing and signed by personnel authorized to bind each of the Parties.

XVIII. NOTICES

All notices, requests, demands, and other communications required or permitted under this MOU shall be in writing and shall be deemed to have been duly given, made and received when delivered and acknowledged by receipt or five (5) days after deposit in the United States mail by registered or certified mail, postage prepaid, addressed as set forth below:

A. If to WSU:

Wendy Powers, Dean of the College of Agricultural, Human, and Natural Resource Sciences
Washington State University
P.O. Box 646248
Pullman, WA 99164-6248

With copy to:
Vice President for Finance and Administration
P.O. Box 641045
Pullman, WA 99164-1045

B. If to UW:

Jodi R. Sandfort, Dean Evans School of Public Policy & Governance
University of Washington
Box 353055
Seattle, WA 98195-3055

With copy to:
Office of the Provost
University of Washington
Box 351237
Seattle, WA 98195-1237

Either Party may alter the address to which communications or copies are to be sent by giving notice of such change of address in conformity with this MOU.

XX. MOU APPROVAL

Each Party represents and warrants that all necessary approvals for this MOU have been obtained, and the persons whose signatures appear below have the authority necessary to execute this MOU on behalf of the Parties indicated.

WASHINGTON STATE UNIVERSITY
CAHNRS

Signature:



Name: Wendy Powers
Title: Dean
Date: September 14, 2022

UNIVERSITY OF WASHINGTON
EVANS SCHOOL

Signature:



Name: Jodi R. Sandfort
Title: Dean
Date: September 22, 2022

WASHINGTON STATE UNIVERSITY
OFFICE OF THE PROVOST

Signature:



Name: Elizabeth S. Chilton
Title: Provost and Executive Vice President
Chancellor, WSU Pullman
Date: September 13, 2022

UNIVERSITY OF WASHINGTON
OFFICE OF THE PROVOST

Signature



Name: Mark Richards
Title: Provost and Executive Vice President for
Academic Affairs
Date: September 23, 2022

WASHINGTON STATE UNIVERSITY
REAL ESTATE AND BUSINESS OPERATIONS

Signature:



Name: Heather Davison
Title: Contract Manager
Date: September 20, 2022