

**AMENDMENT NO. 3
TO INTERLOCAL MANAGEMENT AGREEMENT
ON SHARED FACILITIES AND RESOURCES
BETWEEN
WASHINGTON STATE UNIVERSITY
AND
EVERETT COMMUNITY COLLEGE**

This Amendment No. 3 to Interlocal Management Agreement (“Amendment No. 3”) is made and entered into this 1st day of July, 2020 by and between Washington State University, an institution of higher education and agency of the State of Washington, by and through its WSU Everett Campus (“WSU Everett”, f/k/a WSU NPSE) and Everett Community College, an institution of higher education and agency of the State of Washington (“EvCC”). WSU Everett and EvCC may be jointly referred to herein as the “Parties”, or individually as a “Party.

RECITALS

WHEREAS, the Parties entered into that certain Interlocal Management Agreement (the “Agreement”) on or about July 3, 2017 for the purposes set forth therein;

WHEREAS, the Parties subsequently entered into that certain Amendment No. 1 to Interlocal Management Agreement (“Amendment No. 1”) dated June 27, 2018 and that certain Amendment No. 2 to Interlocal Management Agreement dated June 25, 2019;

WHEREAS, the Agreement, Amendment No. 1 and Amendment No. 2 shall be collectively referred to herein as the “Agreement”;

WHEREAS, the current Extension Term of the Agreement is scheduled to expire on June 30, 2020; and

WHEREAS, the Parties now desire to extend the Agreement for an additional Extension Term, and to make additional amendments to the Agreement, as provided herein below.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. Term of the Agreement. Pursuant to Section IV. of the Agreement, the Agreement is hereby extended for an additional one (1) year Extension Term, which shall commence on July 1, 2020, and expire on June 30, 2021.
2. Compensation; Billing. Section VI. of the Agreement is hereby amended to reflect that the compensation for the services provided in accordance with the Agreement during the upcoming Extension Term will not exceed \$403,334.00.

3. Maintenance and Operations. A new Section XI.A.5. is hereby added into the Agreement, which reads as follows:

Notwithstanding anything contained in the Agreement to the contrary, WSU Everett shall have the right to discontinue receiving any of the services provided by EvCC under Section XI. of the Agreement by providing EvCC with sixty (60) days written notice. If WSU Everett elects to discontinue receiving any such services, WSU Everett shall receive a reimbursement for any services not rendered by EvCC after the date of discontinuance if WSU Everett has already paid EvCC for such services.

4. Other Terms and Conditions Unchanged. Apart from the modifications and amendments set forth above, the Agreement shall remain unchanged and in full force and effect. In the event of any conflict between the terms of the Agreement and this Amendment No. 3, the terms of this Amendment No. 3 shall control.
5. Capitalized Terms. All capitalized terms not otherwise defined herein shall have the same meaning as set forth in the Agreement.
6. Counterpart Signatures. This Amendment No. 3 may be executed in two or more counterparts, and by electronic signature including scanned copies, all of which when taken together, shall constitute one original document.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 3 as of the date and year first written above.

WSU EVERETT:

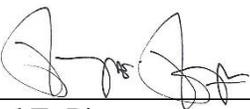
**WASHINGTON STATE UNIVERSITY,
an institution of higher education and agency
of the State of Washington**

APPROVED BY:



Ryan H. Goodell
Assistant Vice President
Real Estate and Business Operations

RECOMMENDED BY:



Paul E. Pitre
Chancellor, WSU Everett

EVCC:

**EVERETT COMMUNITY COLLEGE
an institution of higher education and
agency of the State of Washington**

APPROVED BY:



Daria J. Willis, Ph.D
President, EvCC

RECOMMENDED BY:

Patrick Sisneros

Patrick Sisneros
VP College Services, EvCC

**AMENDMENT NO. 2
TO INTERLOCAL MANAGEMENT AGREEMENT
ON SHARED FACILITIES AND RESOURCES
BETWEEN
WASHINGTON STATE UNIVERSITY
AND
EVERETT COMMUNITY COLLEGE**

This Amendment No. 2 to Interlocal Management Agreement (“Amendment No. 2”) is made and entered into this 25th day of June, 2019 by and between Washington State University, an institution of higher education and agency of the State of Washington, by and through its WSU Everett Campus (“WSU Everett”, f/k/a WSU NPSE) and Everett Community College, an institution of higher education and agency of the State of Washington (“EvCC”). WSU Everett and EvCC may be jointly referred to herein as the “Parties”, or individually as a “Party.

RECITALS

WHEREAS, the Parties entered into that certain Interlocal Management Agreement (the “Agreement”) on or about July 3, 2017 for the purposes set forth therein;

WHEREAS, the Parties subsequently entered into that certain Amendment No. 1 to Interlocal Management Agreement (“Amendment No. 1”) dated June 27, 2018 wherein the Parties agreed to extend the Initial Term of the Agreement for an Extension Term of one (1) year, which is set to expire on June 30, 2019;

WHEREAS, the Agreement and Amendment No. 1 shall be collectively referred to herein as the “Agreement”; and

WHEREAS, the Parties now desire to extend the Agreement for an additional Extension Term, and to make additional amendments to the Agreement, as provided herein below.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. Term of the Agreement. Pursuant to Section IV. of the Agreement, the Agreement is hereby extended for an additional one (1) year Extension Term, which shall commence on July 1, 2019, and expire on June 30, 2020.
2. Compensation; Billing. Section VI. of the Agreement is hereby amended to reflect that the compensation for the services provided in accordance with the Agreement during the Extension Term will not exceed \$400,111.00.

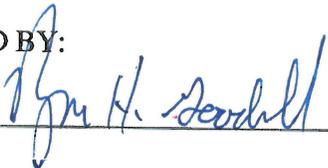
- 3. Other Terms and Conditions Unchanged. Apart from the modifications and amendments set forth above, the Agreement shall remain unchanged and in full force and effect. In the event of any conflict between the terms of the Agreement and this Amendment No. 2, the terms of this Amendment No. 2 shall control.
- 4. Capitalized Terms. All capitalized terms not otherwise defined herein shall have the same meaning as set forth in the Agreement.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 2 as of the date and year first written above.

WSU EVERETT:

**WASHINGTON STATE UNIVERSITY,
an institution of higher education and agency
of the State of Washington**

APPROVED BY:

Signature: 

Name: Ryan H. Goodell
Executive Director

Title: Contracts & Real Estate Office

EVCC:

**EVERETT COMMUNITY COLLEGE
an institution of higher education and
agency of the State of Washington**

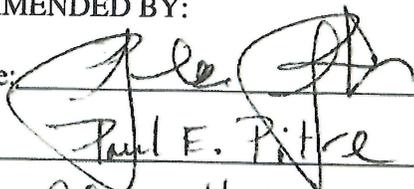
APPROVED BY:

Signature: 

Name: David N Boyer

Title: President

RECOMMENDED BY:

Signature: 

Name: Paul E. Pitre

Title: Chancellor

RECOMMENDED BY:

Signature: 

Name: PATRICK SISNEROS

Title: VP, College Services

*Recommended by
Scott Wessell-Estes
Scott Wessell-Estes, #15446
Assistant Attorney General*

**AMENDMENT NO. 1
TO INTERLOCAL MANAGEMENT AGREEMENT
ON SHARED FACILITIES AND RESOURCES
BETWEEN
WASHINGTON STATE UNIVERSITY
AND
EVERETT COMMUNITY COLLEGE**

This Amendment No. 1 to Interlocal Management Agreement (“Amendment No. 1”) is made and entered into this 27th day of June, 2018 by and between Washington State University, an institution of higher education and agency of the State of Washington, by and through its WSU Everett Campus (“WSU Everett”, f/k/a WSU NPSE) and Everett Community College, an institution of higher education and agency of the State of Washington (“EvCC”). WSU Everett and EvCC may be jointly referred to herein as the “Parties”, or individually as a “Party

RECITALS

WHEREAS, the Parties entered into that certain Interlocal Management Agreement (the “Agreement”) on or about July 3, 2017 for the purposes set forth therein;

WHEREAS, the Initial Term of the Agreement is set to expire on June 30, 2018; and

WHEREAS, the Parties desire to extend the Term of the Agreement for an additional one (1) year, and to make other amendments to the Agreement, as provided herein below.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. Term of the Agreement. Pursuant to Section IV. of the Agreement, the Term of the Agreement is hereby extended for an additional one (1) year (the “Extension Term”), which Extension Term shall commence on July 1, 2018, and expire on June 30, 2019.
2. Compensation; Billing. Section VI. of the Agreement shall be amended to reflect that the compensation for the services provided in accordance with the Agreement during the Extension Term will not exceed \$375,868.
3. Project. Section VII. of the Agreement shall be amended to reflect that the facility or project shall be referred to as the “WSU Everett Building”, rather than the “WSU North Puget Sound Everett Building” as provided in the Agreement.
4. Maintenance and Operations. General. Section XI.A.1.i. of the Agreement is hereby deleted in its entirety.

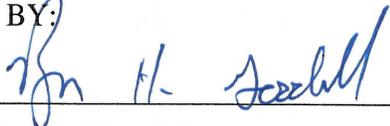
5. Maintenance and Operations. Custodial Services. Section XI.A.2.ii. of the Agreement shall be amended to read as follows: EvCC shall provide custodial coverage five (5) days per week, Monday through Friday from 10:00 PM to 6:00 AM. All janitorial supplies will be provided by EvCC.
6. Maintenance and Operations. Grounds Services. Section XI.A.3.i. of the Agreement shall be deleted in its entirety to reflect that EvCC shall no longer be responsible for performing the grounds services provided in this Section. Such grounds services shall now be performed by WSU Everett.
7. Other Terms and Conditions Unchanged. Apart from the modifications and amendments set forth above, the Agreement shall remain unchanged and in full force and effect. In the event of any conflict between the terms of the Agreement and this Amendment No. 1, the terms of this Amendment No. 1 shall control.
8. Capitalized Terms. All capitalized terms not otherwise defined herein shall have the same meaning as set forth in the Agreement.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1 as of the date and year first written above.

WSU EVERETT:

**WASHINGTON STATE UNIVERSITY,
an institution of higher education and agency
of the State of Washington**

APPROVED BY:

Signature: 

Name: Ryan H. Goodell

Exec Dir., Real Estate Svcs

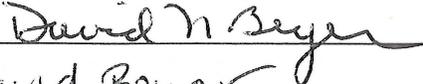
Washington State University

Title: _____

EVCC:

**EVERETT COMMUNITY COLLEGE
an institution of higher education and
agency of the State of Washington**

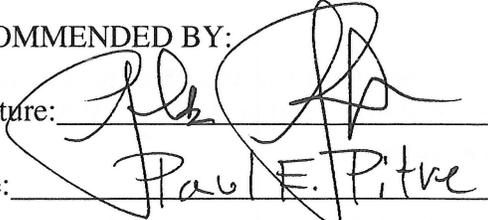
APPROVED BY:

Signature: 

Name: David Beyer

Title: President

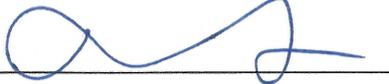
RECOMMENDED BY:

Signature: 

Name: Paul E. Pitre

Title: Chancellor

RECOMMENDED BY:

Signature: 

Name: ROSLYN STERLING

Title: AAG assigned to represent EVCC

**EVERETT COMMUNITY COLLEGE
and
WASHINGTON STATE UNIVERSITY
INTERLOCAL MANAGEMENT AGREEMENT
ON
SHARED FACILITIES AND RESOURCES**

I. PARTIES

This INTERLOCAL MANAGEMENT AGREEMENT (“AGREEMENT”) is between Everett Community College (“EvCC”) and Washington State University North Puget Sound Everett (“WSU NPSE”), both institutions of higher education and agencies of the State of Washington.

II. RECITALS

- A. This AGREEMENT is entered into pursuant to the Interlocal Cooperation Act, Chapter 39.34 Revised Code of Washington.
- B. The Board of Trustees of EvCC, by virtue of RCW 28B.10.528, has delegated to the President of EvCC, or his/her designee, the Vice President of College 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/her designee, the Vice President for Finance and Administration, the authority to execute Interlocal Cooperation Act agreements pursuant to RCW39.34.
- D. 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.
- E. This AGREEMENT will benefit both WSU NPSE and EvCC by allowing each of them to provide more educational resources than either would be able to provide individually.
- F. In 2011, the Washington State legislature adopted RCW 28B.30.515, which transferred the management, leadership, budget support, resources, and inventory of the Everett University Center (“EUC”) to WSU effective July 1, 2014. The EUC is a consortium of institutions, which includes, but is not limited to, Western Washington University, Central Washington University, Eastern Washington University, University of Washington, and Hope International University. This AGREEMENT is entered into pursuant to RCW 28B.30.515, in support of WSU’s responsibility to manage the EUC.

- G. EvCC and WSU signed a Ground Lease dated September 30, 2015, for the land on which WSU has constructed the WSU North Puget Sound Everett Building, as described in more detail herein. It is expected that the EUC partners will move in to the WSU North Puget Sound Everett Building in or about July 2017.
- H. It is anticipated that, pursuant to this AGREEMENT, WSU NPSE and EvCC will undertake contractual relationships for special purposes that will be executed and documented as required by this AGREEMENT.
- I. In order to set forth the terms and conditions that will govern the maintenance and operations of the WSU North Puget Sound Everett Building and the sharing of facilities and resources as between WSU and EvCC, the parties enter this 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 and non-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. PERIOD OF PERFORMANCE

This AGREEMENT shall begin on July 1, 2017, and shall terminate on June 30, 2018 (the "INITIAL TERM"), unless terminated sooner pursuant to Section V. The parties may mutually agree in writing to extend this AGREEMENT (any such extension shall be referred to as an "EXTENSION TERM"). Notice of a desire to so extend the AGREEMENT must be given by one party to the other no later than March 1 of the INITIAL TERM or EXTENSION TERM, as applicable, and must be accepted by the receiving party within thirty (30) days of the date of such notice, if the receiving party agrees to the extension. Thereafter, the parties shall prepare a written extension document setting forth the extension and the other desired modifications to the AGREEMENT, if any.

V. TERMINATION

This AGREEMENT shall remain in full force and effect unless terminated. Either 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) calendar days prior to the termination date set forth therein. The notice shall automatically terminate the AGREEMENT on the date set out unless rescinded by the issuer 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.

VI. COMPENSATION; BILLING

Compensation for the services provided in accordance with this AGREEMENT has been established under the terms of RCW 39.34.130. The parties have determined that the cost of accomplishing the work herein during the INITIAL TERM will not exceed \$393,210. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount. Compensation for services shall be as set forth in accordance with the budget in Exhibit "A," which is attached hereto and incorporated herein.

EvCC shall submit invoices to WSU on a quarterly basis on August 1, November 1, February 15, and May 1 to the person identified as the WSU primary point of contact in Section X. Payment to NPSE will be made by check, warrant or account transfer within sixty (60) days of receipt of the invoice. Upon expiration of the AGREEMENT, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

VII. PROJECT

The facility or project shall be referred to as the "WSU North Puget Sound Everett Building."

VIII. DESCRIPTION

The WSU North Puget Sound Everett Building is a permanent instructional facility of approximately 95,000 gross square feet developed by WSU NPSE at 915 Broadway Everett, 98201 on the EVCC campus and consisting of classrooms, labs, faculty and staff offices, and related support spaces. A building map is listed in Exhibit B-1 to B-6.

IX. BUILDING OCCUPANCY AND USE

WSU NPSE shall schedule all uses of the WSU North Puget Sound Everett Building. EvCC may request use of instructional/conference space at WSU NPSE at no cost to the extent such space is available during normal building hours. WSU NPSE shall be able to request use of instructional/conference space at EvCC at no cost to the extent such space is available during normal building hours. Each institution will reset the room they use in the other institutions building to the original configuration.

X. CONTRACT ADMINISTRATION

- A. No new or separate legal or administrative entity is created to administer this AGREEMENT.
- B. EvCC and WSU NPSE designate the below persons as the points of contact for the

operation and services provisions within this AGREEMENT.

Primary points of contact:

NPSE: Paul Pitre, Chancellor
Washington State University North Puget Sound at Everett
Address: 915 Broadway, Everett, WA 98201
Phone: 425-405-1716
Email: pepitre@NPSE.edu

EvCC: Patrick Sisneros, Vice President College Services
Everett Community College
2000 Tower Street
Everett, WA 98201
Phone: 425-388-9100
Email: psisneros@everettcc.edu

- C. All official notices relating to this AGREEMENT or any supplemental agreement must be in writing, signed by the applicable party, properly addressed to the contact person designated in this Section, and: delivered in person, or via facsimile to be effective upon receipt; delivered by recognized overnight courier service to be effective the next business day; or, deposited in the United States Postal Service mail, postage pre-paid, to be effective three (3) business days after mailing.

XI. MAINTENANCE AND OPERATIONS; SECURITY; TITLE IX

- A. Maintenance and Operations. EvCC shall provide the maintenance services indicated below.
1. General
 - i. Provide monthly labor/material summaries for work performed at the WSU North Puget Sound Everett Building at the work order level. These summaries should be of sufficient specificity to determine whether or not the terms of the AGREEMENT are being met.
 2. Custodial Services
 - i. Empty trash daily and recycling as needed.
 - ii. Clean, disinfect bathrooms daily. Restock paper and cleaning supplies daily as needed.
 - iii. Clean whiteboards weekly.
 - iv. Vacuum carpet daily.
 - v. Spot clean carpet as needed.
 - vi. Deep clean/extraction of carpeted areas, once per year.
 - vii. Dust mop/spot mop hard floor surfaces daily.
 - viii. Full mop of hard floor surfaces once per week.
 - ix. Scrub/apply finish to hard floor surfaces once per year.

- x. Service door glass and relights daily as needed.
- xi. Dust cleared horizontal services. EvCC staff will not clear off surfaces to clean them.
- xii. Clean entryways as needed.
- xiii. Change lights as needed.
- xiv. Clean main stairways twice per week.
- xv. Spot clean upholstery annually.
- xvi. Provide cleaning supplies and paper products for restrooms.
- xvii. Polish hard floor surfaces monthly.

3. Grounds Services

- i. Maintain grounds, weed flower beds. Trim trees and shrubs. Remove snow and debris from sidewalk and parking lot. Apply de-icer as necessary.

4. Terms of Service

- i. WSU NPSE agrees to use the EvCC maintenance scheduling system. All work orders will be submitted by one designated WSU NPSE staff member, not EUC personnel. WSU NPSE and EUC custodial or grounds requests will be scheduled with other EvCC custodial or grounds requests and do not receive higher priority.
- ii. EvCC will provide custodial coverage five days per week, Monday through Friday from 7:30 am to 10 pm. Maintenance will provide coverage five days per week Monday through Friday 7:30 am to 4:00 pm. All janitorial supplies will be provided by EvCC.
- iii. If requested by WSU NPSE, EvCC will provide additional custodial or grounds coverage for items over and above the services listed above at a reimbursement rate of \$35 per hour. Overtime or call backs after normal coverage hours and for weekends will be billed at a reimbursement rate of \$50 per hour. A minimum of three hours will be charged for callbacks. If callbacks are necessary during a holiday, a reimbursement rate will be charged double time rates, or \$70 per hour.
- iv. In an emergency, EvCC, at its discretion, may make the decision on the call back of custodial or grounds staff at the billing rates listed in the previous paragraph.
- v. If requested by WSU NPSE, EvCC may provide after-hours maintenance and repair support. This will be billed at a reimbursement rate of \$50 per hour. If callbacks are necessary during a holiday, a reimbursement rate of \$70 per hour will be charged.

B. Campus Safety and Security

- 1. EvCC's safety and security obligations include the following:
 - i. Public safety and security services at the same level as to the

- EvCC community. This excludes courier service. EvCC will provide one security staff at the front desk of the WSU North Puget Sound Everett Building Academic Center from 7 a.m. to 9:00 a.m. and 5:00 p.m. to 10:30 p.m. Monday through Friday. Emergent issues may impact security officer presence on a temporary basis. If this occurs, security coverage will still be maintained by the campus security team.
- ii. Criminal activities occurring on the EvCC campus will be under the jurisdictional authority of the EvCC Campus Safety Department. Security issues not rising to the level of criminal misconduct shall be dealt with as a student conduct issue or faculty/staff issue under the home institution existing policies and procedures.
 - iii. EvCC shall assist/coordinate hazardous material disposal in conjunction with WSU NPSE and EUC staff where mutually agreed upon by both parties.
 - iv. EvCC security personnel shall regularly patrol the WSU North Puget Sound Everett Building facility seven days per week, including holidays and other closures and shall respond in a timely manner to issues of personal safety or emergency issues involving WSU NPSE and EUC personnel and students.
 - v. EvCC shall extend its notification provisions to WSU NPSE and EUC 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 NPSE will disclose and report campus statistics as required by the Clery Act and other applicable laws.
 - vi. EvCC will include a representative designated by WSU NPSE (in collaboration with EUC consortium institutions) on the EvCC Health and Safety Committee. The WSU NPSE representative will be included in safety committee planning, training and drills. EvCC will schedule safety training and drills for the WSU North Puget Sound Everett Building.
 - vii. EvCC will notify as soon as possible the WSU point of contact and the police of EUC consortium institutions directly in the event of any emergency or other incident involving personnel or students of a EUC consortium institution.
 - viii. In the case of disorderly or threatening conduct on the EvCC campus by a WSU NPSE or EUC 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 EUC consortium institution to determine any conditions or further disciplinary action to be

imposed prior to the student's return to the EvCC campus.

2. WSU's safety and security obligations include the following:
 - i. WSU NPSE and EUC 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.
 - ii. WSU shall immediately notify EvCC of any health, safety or security incident involving EUC faculty, staff, students, or visitors of which it has actual knowledge. WSU shall be responsible for informing the personnel of EUC 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 EUC consortium institutions.
 - iii. WSU shall notify EvCC immediately of any WSU NPSE or EUC 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.
 - iv. WSU shall share with WSU NPSE and EUC personnel and students EvCC campus safety, security, health and emergency management information as provided by EvCC and in collaboration with the WSU NPSE-designated representative on EvCC's Health and Safety Committee.

XII. PARKING

All WSU NPSE and EUC students, staff, and faculty parking on the EvCC campus (and any property acquired by WSU NPSE for parking adjacent to or near the EvCC campus) will be required to pay EvCC parking charges to EvCC. WSU NPSE and EUC faculty, staff, students, and visitors must adhere to EvCC Parking Rules.

WSU NPSE and EUC personnel and students may utilize any available parking spaces on campus as designated by the EvCC parking rules.

Parking rates for WSU NPSE and EUC faculty, staff, students, and visitors will be provided at the same level and rates as those of EvCC personnel and students. Persons utilizing these services will be individually responsible for fees associated with this use.

EvCC will provide WSU with guest passes at no charge within reason to be provided to EUC guests to the WSU North Puget Sound Everett Building as appropriately determined by the Chancellor's office at WSU NPSE.

WSU NPSE and EUC personnel shall be eligible for participation in EvCC's Commute Trip Reduction-type programs and for any benefits to be derived therefrom.

WSU NPSE and EvCC will work together to expand their daily schedule of course offerings to allow for growth in the student population without impacting parking. This will be accomplished by sharing each institution's annual schedule 30 days prior to publication. In addition, EvCC and WSU NPSE will review and respond to the annual City parking study.

XIII. LIBRARY SERVICES

The EvCC library is available during its normally scheduled hours for WSU NPSE and EUC students and staff. Books and other materials may be checked out by students and staff in the same way such items are checked out by members of the public community.

XIV. INFORMATION TECHNOLOGY

The WSU North Puget Sound Everett Building will have a separate computer network supported by WSU NPSE staff that will provide all WSU NPSE's computer and telephone services.

XV. DISABILITY SERVICES

No disability services are provided by EvCC.

XVI. PRINTING

WSU NPSE has access to the pricing structure negotiated by EvCC with Ricoh. Orders are placed online directly with Ricoh, and Ricoh bills the ordering party directly. If other arrangements are needed, WSU NPSE would work directly with Ricoh.

XVII. WALT PRICE STUDENT FITNESS CENTER

WSU NPSE and EUC students can purchase access to the Walt Price Student Fitness Center at their current rate of \$50 per quarter. WSU NPSE and EUC staff and faculty can purchase access at the EvCC employee rate.

XVIII. BOOKSTORE

WSU NPSE and EUC have access to Barnes and Noble, the contracted provider of EvCC bookstore services. WSU NPSE would work directly with Barnes and Noble to meet their needs.

XIX. FOOD SERVICE

WSU NPSE and EUC personnel and staff shall have access to EvCC's cafeteria/food services and catering at the same level and rates as EvCC personnel. WSU NPSE will have a contracted a coffee stand in the WSU North Puget Sound Everett Building.

XX. CONFERENCE SERVICES

Use of EvCC space will be scheduled through EvCC Conference Services. Additional parking passes for such events will be obtained through Conference Services.

XXI. POLICY COMPLIANCE

WSU NPSE will ensure EUC consortium institutions are informed that they and their officers, employees and agents must adhere to EvCC policies and regulations while on the EvCC campus.

XXII. CONDUCT

- A. Employees and students will be subject to the rules, regulations, requirements, policies, conduct codes, and privileges of the institution in which they are employed or enrolled. In the case of employment and/or enrollment in both institutions, such employee or student will be subject to the rules, regulations, requirements, policies, conduct codes, and privileges of both institutions. However, each institution will be responsible for enforcement and adjudication of its rules, regulations, requirements, policies, conduct codes, and privileges individually. WSU and EvCC will develop specific protocols to cooperatively engage in education, enforcement, interim measures, and adjudications when parties, witnesses, participants or the interests of both institutions are involved.
- B. Consistent with Section XXII.A., in cases involving Title IX, WSU and EvCC agree that:
1. Title IX/sexual misconduct policy violations shall be reported to the designated Title IX Coordinator for the institution in which the student is enrolled or the employee employed.
 2. If the parties involved in the reported Title IX/sexual misconduct policy violation attend different institutions, both institutions' designated Title IX Coordinators shall be notified and will coordinate between the two organizations to ensure support services and interim measures are equitably distributed to best serve the student(s) and/or employee(s) involved.
 3. Regardless of whether a party to a Title IX case is enrolled in or employed by an individual institution, the respective Title IX Coordinator may notify the other and coordinate between the two organizations to ensure support services and interim measures are equitably distributed to best serve the student(s) and/or employee(s) involved.

XXIII. SCHEDULE

EvCC will provide the services specified in this AGREEMENT to the WSU NPSE and EUC on the same schedule and basis as provided to other buildings at EvCC. The parties understand that EvCC's, WSU's, and the EUC 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 WSU NPSE and EUC will also be closed.

XXIV. CANCELLATIONS AND DELAYS

The cancellation or delay of WSU NPSE and EUC classes offered on the EvCC campus will be determined by EvCC, per EvCC policy. WSU NPSE can close the WSU North Puget Sound Everett Building at its discretion. Each party agrees to notify the other party as soon as decisions are made to cancel or delay.

XX. MISCELLANEOUS

A. Hold Harmless

EvCC shall be responsible for consequences of any act or failure to act on the part of itself, its employees and agents. WSU NPSE 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.

B. Governance

This AGREEMENT 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:

1. Applicable state and federal statutes and rules;
2. Terms and Conditions as contained in this basic AGREEMENT;
3. Any Exhibits and Addenda;
4. Any other provision, term or material incorporated herein by reference or otherwise incorporated.

C. Assignment

No right or duty, including the work to be provided under this AGREEMENT and any claim arising therefrom, may be assigned or delegated by either party in whole or in part, except as otherwise provided herein, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

D. 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.

E. Non-Discrimination; ADA Compliance

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), 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 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.

Both parties certify that they will comply with the Americans with Disabilities Act of 1990, as amended, with regard to programs, services, activities and employment practices.

F. Time

Time is of the essence in this AGREEMENT, and each and all of its provisions in which performance is a factor.

G. Inability to Perform

This AGREEMENT and the obligations of either party hereunder shall not be affected or impaired because the other party is unable to fulfill any of its obligations hereunder or is delayed in doing so, if such inability or delay is caused by strike, labor troubles, acts of God, or any other cause beyond the reasonable control of either party.

H. Captions

The 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.

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, 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.

J. 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 and Planning 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.

K. 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.

L. Records Maintenance

The parties to this AGREEMENT 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 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.

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.

M. Agreement Changes, Modifications, and Amendments

This AGREEMENT may be changed, modified, or amended by written agreement executed by both parties. Specific supplemental agreements entered into by the parties shall be executed by EvCC's President or his/her designee and WSU's President or his/her designee.

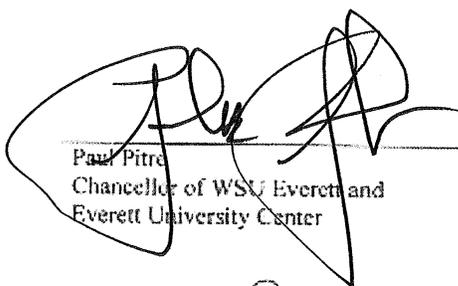
N. All Writings Contained Herein

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.

IT IS SO AGREED.

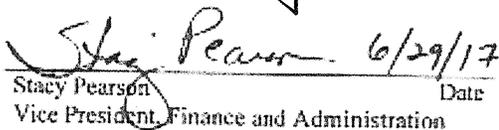
WASHINGTON STATE UNIVERSITY

EVERETT COMMUNITY COLLEGE


Paul Pitre
Chancellor of WSU Everett and
Everett University Center

7-3-17
Date

David W Beyer 7/3/2017
Date
David Beyer
President
Everett Community College


Stacy Pearson 6/29/17
Date
Stacy Pearson
Vice President Finance and Administration

APPROVED AS TO FORM:


Assistant Attorney General
6/29/17
Date

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WASHINGTON STATE UNIVERSITY

EVERETT COMMUNITY COLLEGE

Paul Pitre Date
Chancellor of WSU Everett and
Everett University Center

David Beyer Date
President
Everett Community College

Stacy Pearson Date
Vice President, Finance and Administration

APPROVED AS TO FORM:



Assistant Attorney General Date
6/29/17

EXHIBIT A
BUDGET

WSU EXPENSES									
EMP_NAME	APP	PRG	ORG	SOBJ	SSOBJ	JOB DESCRIP	WAGE	BENS	EXPENSE
CUSTODIAL									
PROPOSED WSU	148	093	DDDA	AD	01	P/T HRLY	12,000.00		
PROPOSED WSU	148	093	DDDA	BB			-	1,200.00	
PROPOSED WSU	149	093	DDDA	EA			-	-	20,000.00
PROPOSED WSU #1	149	093	DDDA	AK	27	CUSTODIAN 3	30,456.00		
PROPOSED WSU #2	149	093	DDDA	AK	28	CUSTODIAN 1	26,736.00		
PROPOSED WSU #3	149	093	DDDA	AK	29	CUSTODIAN 1	26,736.00		
PROPOSED WSU #4	149	093	DDDA	AK	30	CUSTODIAN 1	26,736.00		
PROPOSED WSU	149	093	DDDA	BB				65,605.00	
PHYS PLANT GROUP									
PHYS PLANT GROUP	148	094	DDAA	AD	01	P/T HRLY	25,000.00		
PHYS PLANT GROUP	148	094	DDAA	BB				2,500.00	
GROUNDS									
PROPOSED WSU	149	095	DDEA	AD	01	P/T HRLY	10,000.00		
PROPOSED WSU	149	095	DDEA	BB				1,000.00	
PROPOSED WSU	149	095	DDEA	EA		SUPPLIES			10,000.00
SECURITY									
PROPOSED WSU	101	097	DDGA	EA		SUPPLIES/GEAR			17,500.00
PROPOSED WSU	101	097	DDGA	AK	08	CAMPUS SEC OFFC	45,000.00		
PROPOSED WSU	101	097	DDGA	AK	09	CAMPUS SEC OFFC	45,000.00		
PROPOSED WSU	101	97	DDGA	AU		OVERTIME	1,500.00		
PROPOSED WSU	101	097	DDGA	BB				26,241.00	
							249,164.00	96,546.00	47,500.00
									393,210.00

EXHIBIT B-1
BUILDING MAP

ROOM LEGEND

- Classroom
- Hallway
- Lab
- Office
- Shared/Public
- Storage
- Support



WASHINGTON STATE UNIVERSITY
NORTH PUGET SOUND AT EVERETT

DRAFT

SCALE: 1" = 1'-0"

Basement Plan

HOFFMAN CONSTRUCTION
SRG PARTNERSHIP
MCKINSTRY COMPANY

EXHIBIT B-2
BUILDING MAP

ROOM LEGEND

- Classroom
- Hallway
- Lab
- Office
- Shared/Public
- Storage
- Support



WASHINGTON STATE UNIVERSITY
NORTH PUGET SOUND AT EVERETT

DRAFT

SCALE: 1" = 10'-0"

Level 1 Plan

HOFFMAN CONSTRUCTION
SRG PARTNERSHIP
MCKINSTRY COMPANY

EXHIBIT B-3
BUILDING MAP

ROOM LEGEND

- Classroom
- Hallway
- Lab
- Office
- Shared/Public
- Storage
- Support



WASHINGTON STATE UNIVERSITY
NORTH PUGET SOUND AT EVERETT

DRAFT

SCALE: 1" = 10'-0"

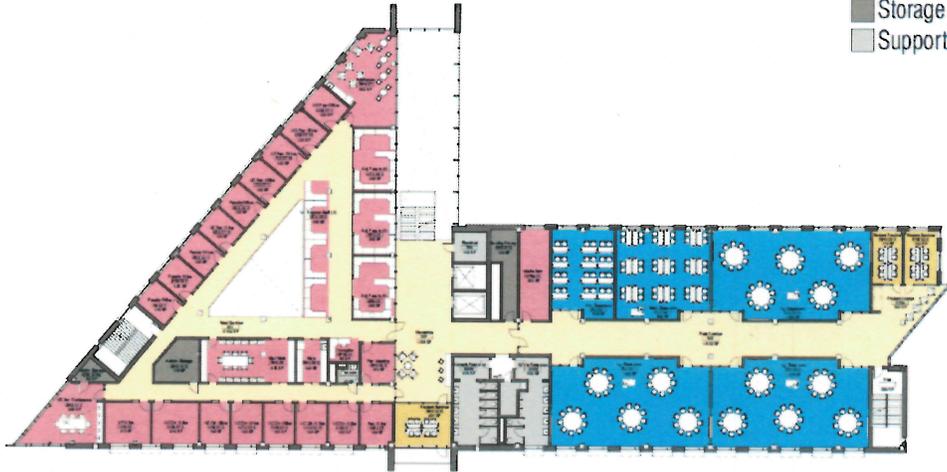
Level 2 Plan

HOFFMAN CONSTRUCTION
SRG PARTNERSHIP
MCKINSTRY COMPANY

EXHIBIT B-4
BUILDING MAP

ROOM LEGEND

- Classroom
- Hallway
- Lab
- Office
- Shared/Public
- Storage
- Support



WASHINGTON STATE UNIVERSITY
NORTH PUGET SOUND AT EVERETT

DRAFT

SCALE: 1" = 10'-0"

Level 3 Plan

HOFFMAN CONSTRUCTION
SRG PARTNERSHIP
MCKINSTRY COMPANY

EXHIBIT B-5
BUILDING MAP

ROOM LEGEND

- Classroom
- Hallway
- Lab
- Office
- Shared/Public
- Storage
- Support



WASHINGTON STATE UNIVERSITY
NORTH PUGET SOUND AT EVERETT

DRAFT

SCALE: 1" = 10'-0"

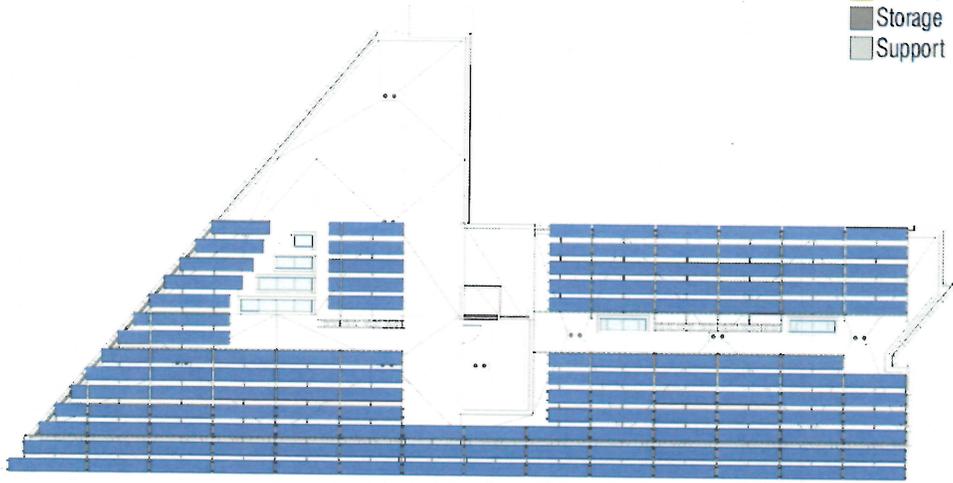
Level 4 Plan

HOFFMAN CONSTRUCTION
SRG PARTNERSHIP
MCKINSTRY COMPANY

EXHIBIT B-6
BUILDING MAP

ROOM LEGEND

- Classroom
- Hallway
- Lab
- Office
- Shared/Public
- Storage
- Support



WASHINGTON STATE UNIVERSITY
NORTH PUGET SOUND AT EVERETT

DRAFT

Roof Plan

HOFFMAN CONSTRUCTION
SRG PARTNERSHIP
MCKINSTRY COMPANY