



WASHINGTON STATE UNIVERSITY  
**VANCOUVER**

WSU CONTRACT # CCN004420

**AGREEMENT  
BETWEEN  
WASHINGTON STATE UNIVERSITY  
AND  
LOWER COLUMBIA COLLEGE**

This Agreement ("Agreement") is made and entered into by and between **Washington State University**, agency of the State of Washington and institution of higher education ("UNIVERSITY"), by and through its Vancouver Campus, and **Lower Columbia College** ("CONTRACTOR").

1. **Purpose.** This Agreement provides the terms and conditions for the UNIVERSITY's provision of Workshop services to CONTRACTOR as more particularly set forth herein, and the attached **EXHIBIT A**, the Scope of Work.
2. **Responsibilities of the Parties.** The Services provided by the UNIVERSITY are outlined in **EXHIBIT A**, the Scope of Work. UNIVERSITY shall provide the services outlined in **EXHIBIT A**, within the Term defined by Section 3 of this Agreement. CONTRACTOR shall pay the UNIVERSITY for its services in accordance with Sections 4 through 6 of this Agreement.
3. **Term.** This Agreement shall commence on **May 1, 2025**, and shall terminate on **June 30, 2025** ("Term"), unless terminated sooner as provided in this Agreement.
4. **Compensation and Payment.** As consideration for the UNIVERSITY services, CONTRACTOR shall pay UNIVERSITY **\$6,650.00**. UNIVERSITY shall not be required to make any monetary payments to CONTRACTOR under this Agreement.
5. **Expenses.** CONTRACTOR is responsible for all expenses required and incurred in the course of performance of this Agreement. Except as specifically stated herein, UNIVERSITY shall not be required to reimburse or otherwise pay for any such expenses, and CONTRACTOR shall not be entitled to make any set-offs from the payments due to UNIVERSITY as described in the Section of this Agreement entitled "Compensation and Payment."
6. **Billing Procedures.** No later than thirty (30) days after completion of the work, CONTRACTOR will pay UNIVERSITY the amounts described in the Section of this Agreement entitled "Compensation and Payment." CONTRACTOR shall include whatever supporting documents are needed to evidence that payment is made in the correct amount. All amounts past due will bear interest at one percent (1%) per month.
7. **Notices/Contract Administration.** A designated contract administrator for each of the parties shall administer this Agreement and be responsible for tracking performance of the Agreement, and shall serve as the contact person for all billings and communications regarding this Agreement.

The Contract Administrator for UNIVERSITY is:

Name: Obie Ford III, Vice Chancellor for Equity and Diversity  
Address: Washington State University Vancouver  
Office of the Chancellor  
14204 NE Salmon Creek Ave.  
Vancouver, WA 98686  
Email: [obie3.ford@wsu.edu](mailto:obie3.ford@wsu.edu)

The Contract Administrator for CONTRACTOR is:

Name: Nolan Wheeler  
Address: Lower Columbia College 1600 Maple St  
Longview WA, 98632  
Email: [mwheeler@lowercolumbia.edu](mailto:mwheeler@lowercolumbia.edu)  
Phone: 360-442-2201

All notices, requests, claims, demands and other communications shall be in writing and shall be signed by a person duly authorized to provide such notice. Notices permitted or required to be given hereunder shall be deemed sufficient if given (a) in person, (b) by registered or certified mail, postage prepaid, return receipt requested, (c) by private courier service, or (d) by facsimile, addressed to the respective addresses of the parties as set forth above or at such other addresses as the respective parties may designate by like notice from time to time.

All notices shall be deemed to have been duly given (a) when delivered in person, (b) upon receipt after dispatch by registered or certified mail, postage prepaid, (c) on the next business day if transmitted by private courier (with confirmation of delivery), or (d) upon confirmation of receipt when transmitted by facsimile transmission.

**8. CONTRACTOR Insurance.**

**CONTRACTOR IS NOT REQUIRED TO HAVE INSURANCE**  
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If CONTRACTOR is required to have insurance, CONTRACTOR will provide insurance coverage as set out in this section. The intent of the required insurance is to protect the State should there be any claims, suits, actions, costs, damages or expenses arising from any negligent or intentional act or omission of the CONTRACTOR or its subcontractors or the agents of either while performing under the terms of this Agreement.

If CONTRACTOR is required to have insurance, CONTRACTOR will provide insurance coverage that will be maintained in full force and effect during the term of this Agreement, as follows:

- A. **Commercial General Liability Insurance Policy:** CONTRACTOR must provide a Commercial General Liability Insurance Policy, including contractual liability, in adequate quantity to protect against legal liability arising out of contract activity but no less than \$1,000,000 per occurrence. Additionally, the CONTRACTOR is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.
- B. **Automobile Liability:** In the event that services delivered pursuant to this Agreement involve the use of vehicles, either owned or unowned by the CONTRACTOR, automobile liability insurance will be required. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

- C. The insurance required must be issued by an insurance company/ies authorized to do business within the State of Washington, and must name Washington State University, its agents and employees as additional insureds under the insurance policy/ies. All policies will be primary to any other valid and collectable insurance.

9. **Termination.**

- A. **For Convenience:** Either party may terminate this Agreement for any reason upon not less than 60 days prior written notice to the other party.
- B. **For Cause:** If either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party materially violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within fifteen (15) business days. If the failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other party.

10. **Force Majeure.** In the event that either party's 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, weather event, 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. Both parties hereby waive any claim for damages or compensation for such delay or failure to perform.

11. **Compliance with Law; Permits and Licenses.** CONTRACTOR shall comply with all applicable laws, ordinances, and regulations, and with the rules, policies and regulations of UNIVERSITY. CONTRACTOR shall obtain at its own expense and maintain at all times any permits or licenses required to render performance.

12. **Dispute Resolution.** In the event that a dispute arises under this Agreement that the parties cannot resolve, they shall allow the dispute to be decided by a Dispute Panel in the following manner: each party shall appoint 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 make a determination of the dispute. The determination of the Dispute Panel shall be final and binding on the parties hereto. The parties shall equally share the costs, if any, for the services of the Dispute Panel.

13. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, and venue for any action brought thereunder shall be in the Superior Court for Whitman County.

14. **Attorneys' Fees.** Except as specifically provided herein, in the event of litigation or other action brought to interpret or enforce the terms of this Agreement, each party shall bear its own attorneys' fees and costs.

15. **CONTRACTOR Indemnification.** To the fullest extent permitted by law, CONTRACTOR shall indemnify, defend, and hold harmless the State of Washington, UNIVERSITY, and all officials, agents and employees of each, from and against all claims for injuries or death arising out of or resulting from the performance of this Agreement. "Claim," as used in this Agreement, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including loss of use resulting therefrom. CONTRACTOR's obligation to indemnify, defend, and hold harmless includes any claim by CONTRACTOR'S agents, employees, representatives, or any subcontractor or its employees.

CONTRACTOR expressly agrees to indemnify, defend, and hold harmless the UNIVERSITY, the State of Washington or their agents, agencies, employees and officials for any claim arising out of or incident to CONTRACTOR or any subcontractor's performance or failure to perform the Agreement. CONTRACTOR's obligation to indemnify, defend, and hold harmless as provided herein shall not be eliminated or reduced by any actual or alleged concurrent negligence of UNIVERSITY, the State of Washington or their agents, agencies, employees and officials.

CONTRACTOR waives its immunity under Title 51 RCW, if any, or other worker's compensation statutes to the extent it is required to indemnify, defend and hold harmless UNIVERSITY and the State of Washington and its agencies, officials, agents or employees.

16. **UNIVERSITY Insurance.** UNIVERSITY and its officers, employees, agents, and registered volunteers, while acting in good faith within the scope of their official duties, are covered by the State of Washington Self-Insurance Liability Program (RCW 43.19.766 et seq.) and the Tort Claims Act (RCW 4.92.060 et seq.). Successful claims to pay legal liabilities and defense costs of the State resulting from tortious conduct of UNIVERSITY and its employees, officers, agents, and registered volunteers in the performance of their official WSU duties in good faith under this Agreement will be paid from the tort claims liability account as provided in RCW 4.92.130.
17. **Independent Capacity.** CONTRACTOR shall have an independent contractor status and not be an employee of UNIVERSITY for any purposes, including, but not limited to, the application of any laws regarding payment of benefits, withholding of taxes, or assumption of legal liabilities for third party liability claims. This Agreement shall not be considered or construed to create a partnership or joint venture. UNIVERSITY shall not be liable for any obligations incurred by CONTRACTOR, and CONTRACTOR shall not act as an agent of UNIVERSITY.
18. **Taxes.** All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the CONTRACTOR or its staff, or any other taxes otherwise related to or arising from the Work, shall be the sole responsibility of the CONTRACTOR.
19. **Non-Discrimination.** Each party certifies that it will not discriminate in the performance of this Agreement on the basis of race, color, national origin, genetic information, gender, sexual orientation (to include gender identity), religion, veteran or military status, or the presence of any sensory, mental or physical disability or the use of a trained guide dog 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) Washington State civil rights and nondiscrimination laws. As applicable, 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. Further, each party and its subcontractors, as applicable, shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans. The parties, and their subcontractors, as applicable, shall also abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.
20. **Public Records Act.** The parties to this Agreement understand and acknowledge that UNIVERSITY is an institution of higher education and agency of the State of Washington, and as such, is subject to the Public

Records Act, RCW 42.56 et seq. If UNIVERSITY receives a public records request for this Agreement and/or for documents and/or materials provided to UNIVERSITY under this Agreement, generally such information will be a public record and must be disclosed to the public records requester. However, UNIVERSITY agrees to notify CONTRACTOR if it receives such a public records request and the date UNIVERSITY plans to release the records. If CONTRACTOR fails to obtain a protective order from the applicable court prior to the time UNIVERSITY releases the records to the public records requester, CONTRACTOR gives UNIVERSITY full authority to release the records on the date specified, and CONTRACTOR understands it has thereby given up all rights to challenge the disclosure in any forum.

21. **Records Maintenance.** The CONTRACTOR shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. CONTRACTOR shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Agreement, shall be subject at all reasonable times to inspection, review or audit by the UNIVERSITY, personnel duly authorized by the UNIVERSITY, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

22. **Amendments.** This Agreement may be amended by the mutual written consent of the parties, set forth in a writing signed by individuals authorized to bind each party.
23. **Assignment; Subcontractors.** This Agreement shall not be assigned by CONTRACTOR without prior approval in writing by UNIVERSITY. CONTRACTOR shall not use subcontractors without the prior written consent of UNIVERSITY.
24. **Waiver.** A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in writing signed by an authorized representative of the party and attached to this Agreement.
25. **Trademarks and Logos.** Both parties are prohibited from using, and agree not to use, directly or indirectly, any name, trademark or logo of the other party without first obtaining prior written approval from the other party.
26. **Signatures.** Each party affirms that the individual signing this Agreement on that party's behalf has been granted the authority to do so, and by his/her signature affirms that the party will comply with the terms and conditions hereof.

WASHINGTON STATE UNIVERSITY

LOWER COLUMBIA COLLEGE

APPROVED BY:



Printed Name: Mike Appel

Printed Name: Nolan Wheeler

Title: WSUV Procurement & Supply Specialist II

Title: LCC Vice President of Administration

Date: 11/22/2024

Date: 11/22/24

RECOMMENDED BY:



Printed Name: Obie Ford III

Title: WSUV VC for Equity, Diversity & Inclusion

Date: 11/21/2024

**EXHIBIT A**  
**SCOPE OF WORK**

**WSU Vancouver Office of Equity and Diversity**  
**Building a Community of Equity Summer Pedagogy Academy**  
**For External Participants - Lower Columbia College**

The WSU Vancouver Building a Community of Equity (BaCE) Pedagogy Academy provides:

- Theoretical and practical frameworks for equity, diversity and inclusion, including the Intercultural Development Inventory.
- Brave, inclusive and safe space for self-reflection, intergroup dialogue, skill-building and expansion of equity lens.
- Apply equity-minded and culturally sustaining tools to impact teaching practices, student success, student retention and sense of belonging.
- Opportunity to receive WSU Vancouver Certificate of Completion for the BaCE Academy.

**BaCE Pedagogy Academy**

Leaders from WSU Vancouver's Office of Equity and Diversity and Office of Academic Affairs will provide an interactive BaCE Pedagogy Academy at WSU Vancouver. The participants will also take the Intercultural Development Inventory (IDI). The IDI is prerequired for all academy participants. This cost also includes an optional individual debrief of IDI results for members of your group who would like to receive this after completing the assessment (IDI requires a debrief for anyone wanting to receive their individual results). Both Elisha Hardekopf and Obie Ford III are IDI Qualified Administrators. LCC participants would meet with Elisha for individual debriefings of their IDI results if they choose to receive this information.

The dates for the next cohort of the BaCE Academy are May 5 - 9, 2025