

# **WSU VANCOUVER & CLARK COLLEGE INTERLOCAL AGREEMENT ON SHARED FACILITIES AND RESOURCES**

## **I. PARTIES**

This AGREEMENT is between Washington State University (WSU) and Clark College (CC), both institutions of higher education and agencies of the State of Washington.

## **II. RECITALS**

- A. This MASTER AGREEMENT is entered into pursuant to the Interlocal Cooperation Act, Chapter 39.34 Revised Code of Washington.
- B. The Board of Trustees of CC, by virtue of RCW 28B.10.528, has delegated to the President of CC, or her designee, the Vice President of Administrative Services, the authority to execute Interlocal Cooperation Act agreements pursuant to RCW 39.34.
- C. The Board of Regents of WSU, by virtue of RCW 28B.10.528, has delegated to the President of WSU or his designee, the Vice President for Business Affairs or his designee, the authority to execute Interlocal Cooperation Act agreements pursuant to RCW 39.34.
- D. WSU Vancouver and CC are located approximately six (6) miles apart in Clark County, Washington.
- E. Both schools offer post-secondary education and each has services, programs, equipment, and facilities or other resources available which can be utilized by lease, sale, exchange, or agreement, one with the other, to facilitate the goals, objectives, and procedures of each in a beneficial, economical, and convenient manner.
- F. This AGREEMENT will benefit both WSU and CC by allowing each of them to provide more educational resources than either would be able to provide individually.
- G. It is anticipated that, pursuant to this AGREEMENT, WSU and CC will undertake contractual relationships for special purposes that will be executed and documented as required by this MASTER AGREEMENT.

NOW, THEREFORE, it is agreed as follows:

## **III. PURPOSE**

The purpose of this AGREEMENT is to ensure the parties achieve their respective objectives for credit postsecondary education in a manner so as to avoid unnecessary duplication and conflict and to ensure best achievable utilization of laboratory, computing, and instructional resources, and in so doing to effect savings in capital, operating, and administrative costs, subject to each party's mission, policies, and applicable statutory limitations.

This Master Agreement shall not void, cancel, or obviate the Memorandum of Understanding between CC and Washington State University dated January, 1994. In the case of conflict between agreements, the agreement of January 1994 shall prevail.

#### IV. TERMINATION

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

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

#### V. FINANCING

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

#### VI. SCOPE

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

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

## VII. ADMINISTRATION

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

## VIII. RESPONSIBILITIES

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

## IX. PARKING

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

### A. WSU Faculty Teaching a CC Course at CC:

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

### B. WSU Faculty Teaching a WSU Vancouver Course at CC:

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

### C. CC Faculty Teaching a WSU Vancouver Course at WSU Vancouver:

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

### D. CC Faculty Teaching a CC Course at WSU Vancouver:

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

E. CC Students Taking CC Courses at WSU Vancouver:

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

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

Students will be required to pay WSU Vancouver parking charges.

G. WSU Vancouver students Taking CC Courses at CC:

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

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

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

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

X. CANCELLATIONS AND DELAYS

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

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

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

XI. FILING


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

DATED this 9 day of April, 1999.

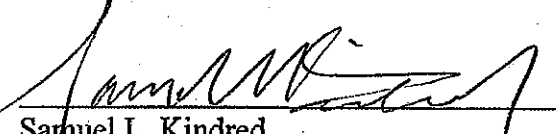
WASHINGTON STATE UNIVERSITY

CLARK COLLEGE

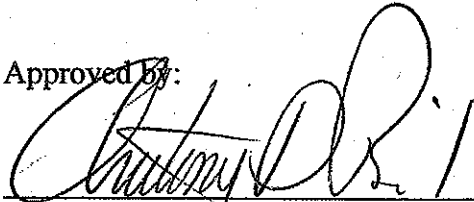
Recommended by:

  
Harold A. Dengerink  
Campus Executive Officer and Dean

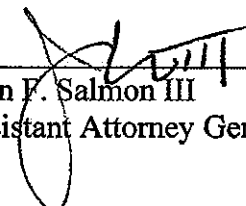
Approved by:

  
Samuel L. Kindred  
Vice President for Business Affairs

Approved by:

  
Anthony D. Birch  
Vice President of Administrative Services

Approved as to Form:

  
John F. Salmon III  
Assistant Attorney General

ex 4/10/99

**SUPPLEMENTAL AGREEMENT NUMBER 1 TO THE  
MASTER AGREEMENT AUTHORIZING INTERLOCAL COOPERATION  
ACT TRANSACTIONS BETWEEN  
WASHINGTON STATE UNIVERSITY AND CLARK COLLEGE**

It is expressly agreed by the parties that this AGREEMENT is supplemental to the INTERLOCAL AGREEMENT of April, 19, 1999, which is incorporated by reference, and all terms, conditions, and provisions of the original INTERLOCAL AGREEMENT, unless specifically modified, are to apply to this INTERLOCAL AGREEMENT and are made a part of this INTERLOCAL AGREEMENT as though expressly rewritten, incorporated, and included herein.

1. Purpose: For Clark College (CC) to make available to Washington State University (WSU) classroom and laboratory space as well as equipment necessary for teaching the engineering classes at CC (i.e., M.E. 311, Manufacturing Processes Lab I, 3 lab hours each week, during WSU's Fall 1998 semester; M.E. 410, Manufacturing Processes Lab II, 3 lab hours each week plus 1 lecture hour each week, during WSU's Spring 1999 semester), etc.

The parties agree that:

- a. WSU will limit its use of the CC Applied Technology facilities to the hours between 2:30 and 5:40 p.m. Thursdays unless agreed otherwise by the parties.
  - b. CC Applied Technology instructors will be present or available during the laboratory sessions to ensure access, safety, and protection of facilities and equipment.
  - c. WSU will provide a faculty member to lead the class, oversee the student's learning experience, and interface with the CC instructors.
  - d. WSU classes will be operated on a semester basis, thereby requiring certain CC instructors to be available during summer leave.
  - e. The WSU faculty will meet with CC faculty and administrators before the class begins to review expectations and mark calendars.
  - f. After the planning meeting, CC faculty and administration will prepare a cost estimate for the semester and for the academic year, and transmit the estimate to WSU Vancouver Engineering at 14204 N.E. Salmon Creek Avenue, Vancouver, WA 98686-9600.
2. Duration: This Supplemental Agreement shall commence July 1, 1998 and continue through June 30, 2003 unless modified or terminated as provided in the Master Agreement.

3. Financing and Costs: No budget or special finances are required for this cooperative undertaking. WSU and CC agree to pay for the supplies and/or services obtained from the other institution upon receiving proper invoices for them. Such invoices shall be sent to the Finance and Operations Office, Washington State University Vancouver, 14204 NE Salmon Creek Avenue, Vancouver, WA 98686 or Administrative Services, MS #5, Clark College, 1800 E. McLoughlin Blvd., Vancouver, WA 98663.
4. Administration of the Agreement: The parties' representatives in the administration of the supplemental agreement shall be:
  - a. For WSU: Jo Hockenull, Associate Dean; Glenn Ford, Director of Finance and Operations; Jack Swearingen, Area Coordinator for Engineering Programs
  - b. For CC: Charles Ramsey, Interim Vice President of Instruction, or designees; Anthony Birch, Vice President of Administrative Services
5. Termination: Either party may terminate this agreement for any reason after notice in writing is given to the other party one hundred fifty (150) days in advance of the termination date.

DATED this 19<sup>th</sup> day of April, 1999.


WASHINGTON STATE UNIVERSITY

CLARK COLLEGE


Recommended by:

For the Office of Instruction:


  
Harold A. Dengerink  
Campus Executive Officer and Dean

  
Charles Ramsey  
Vice President of Instruction

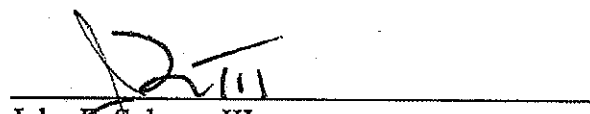
Approved by:

  
Samuel L. Kindred  
Vice President for Business Affairs

Approved by:

  
Anthony D. Birch  
Vice President of Administrative Services

Approved as to Form:

  
John F. Salmon III  
Assistant Attorney General

**SUPPLEMENTAL AGREEMENT #2 TO THE MASTER  
AGREEMENT AUTHORIZING INTERLOCAL COOPERATION  
ON JOINT CONTINUING EDUCATION PROGRAMS**

**BETWEEN**

**WASHINGTON STATE UNIVERSITY & CLARK COLLEGE**

**I. PARTIES**

This AGREEMENT is made and entered into by and between Washington State University, hereinafter referred to as WSU, through its Vancouver Branch Campus, hereinafter referred to as WSUV and Clark College, hereinafter referred to as CC, 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 CC, by virtue of RCW 28B.10.528, has delegated to the President of CC, or her designee, the Vice President of Administrative Services, the authority to execute Interlocal Cooperation Act agreements pursuant to RCW 39.34.
- C. The Board of Regents of WSU, by virtue of RCW 28B.10.528, has delegated to the President of WSU or his designee, the Vice President for Business Affairs or his designee, the authority to execute Interlocal Cooperation Act agreements pursuant to RCW 39.34.
- D. WSU Vancouver and CC are located approximately six (6) miles apart in Clark County, Washington.
- E. Both schools offer Continuing Education programs and services, of which, providing for joint cooperation and management will facilitate the goals, objectives, and procedures of each in a beneficial, economical, and convenient manner.
- F. This AGREEMENT will benefit both WSUV and CC by allowing each of them to provide more educational resources than either would be able to provide individually.



NOW, THEREFORE, it is agreed as follows:

### III. PURPOSE

The purpose of this AGREEMENT is to formally recognize the reorganization of the WSUV and CC Continuing Education Units into a combined Continuing Education unit that will operate in support of the two campuses, their programs, and the region. This arrangement will enable the parties to develop a more comprehensive and efficient program of Continuing Education for the region's citizens, business and industry and public agencies. This programmatic and administrative integration will eliminate potential duplication of program and also effect savings in capital, operating, and administrative costs, subject to each party's mission, policies, and applicable statutory limitations.

This AGREEMENT shall not void, cancel, or obviate the Memorandum of Understanding between CC and WSU dated January 1994, and shall be the second amendment to the WSU Vancouver and Clark College Interlocal Agreement on Shared Facilities and Resources dated April 1999.

### IV. TERMINATION

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

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

### V. ADMINISTRATION

- A. CC shall become the fiscal agent for the joint CC/WSUV Continuing Education Program. All CC/WSUV Continuing Education Program employees shall be appointed as CC employees. No new or separate legal or administrative entity is created to administer this AGREEMENT.
- B. Use of CC facilities for CC/WSUV Continuing Education courses must comply with all CC Facilities Use Policies and Procedures.
- C. Use of WSUV facilities for joint CC/WSUV Continuing Education courses must comply with all WSUV Facilities Use Policies and Procedures.

- D. All official notices relating to this AGREEMENT will be delivered to CC's Vice President of Administrative Services and to WSU Vancouver's Director of Finance and Operations.
- E. The parties' representatives in the administration of this AGREEMENT shall be
  - 1. For WSU: Timothy A. Hunt, WSUV Academic Coordinator for ISEL; Lynn V. Valenter, WSUV Interim Director of Finance and Operations.
  - 2. For CC: Tana Hasart, Dean of Clark College; Anthony D. Birch, Vice President of Administrative Services.
- F. The Steering Committee shall be responsible for the day to day execution of the Joint Continuing Education Program. The Steering Committee shall be made up of:
  - 1. An academic representative from WSU Vancouver, An academic representative from Clark College and the Director of International and Extended Programs.
  - 2. Appointments shall be made by the chief administrative officer of the respective college/university. The Director of International and Extended Programs shall be appointed by the Vice President of Instruction of Clark College.
  - 3. Initial appointments shall be Timothy A. Hunt for WSU Vancouver, Tana Hasart for Clark College and Kay DeMooy as Director of International and Extended Programs.

## VI. RESPONSIBILITIES

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

## VII. CANCELLATIONS AND DELAYS

The cancellation or delay of CC/WSUV Continuing Education classes offered on the WSU Vancouver campus will be determined by WSU Vancouver, per WSU Vancouver policy.

The cancellation of CC/WSUV classes on the CC campus will be determined by CC, per CC policy.

The cancellation or delay of CC/WSUV classes held in a location other than either campus shall be dictated by that location's cancellation policy.

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

#### VIII. FILING

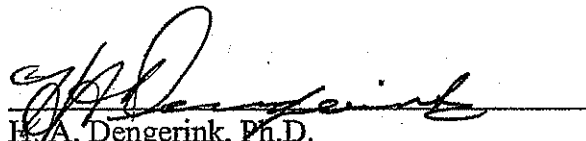
Copies of this AGREEMENT shall be filed with CC's Vice President of Administrative Services, and WSU's Vice President for Business Affairs prior to its entry into force. This AGREEMENT shall be effective upon execution by the parties and accomplishment of all filing requirements as provided herein.

DATED this 17<sup>th</sup> day of April 2000  
1999.

WASHINGTON STATE UNIVERSITY

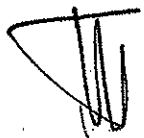
CLARK COLLEGE

Recommended by:

  
H.A. Dengerink, Ph.D.


Campus Executive Officer and Dean

Approved by:

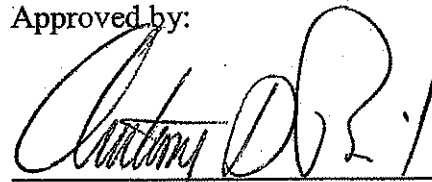
 5/11/00

Jay Field, C.P.M.  
Procurement Officer  
Division of Purchasing  
Washington State University

Approved by:

 5/5/00  
Rom J. Markin  
Provost

Approved by:

  
Anthony D. Birch  
Vice President of Administrative Services

Conforms to the requirements outlined by  
the Attorney General's Office. As reviewed  
by Bruce Devereaux, Contract Specialist,  
Div of Purchasing on: 5/9/00

Supplemental Agreement # 3  
Master Agreement 4/9/99  
(#15973)

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

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

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

The Parties agree to the following terms and conditions.

**1. STATEMENT OF WORK**

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

**A. Duties of WSU:**

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

**RECEIVED**

**JAN 19 2005**

**VICE PRESIDENT  
BUSINESS AFFAIRS**

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

**B. Duties of Clark College**

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

2. PERIOD OF PERFORMANCE

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

3. PAYMENT

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

4. BILLING PROCEDURE

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

5. RECORDS MAINTENANCE

The parties to this contract shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six year after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

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

6. INDEPENDENT CAPACITY

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

7. MODIFICATION

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

8. TERMINATION

Either party may terminate this Agreement upon 30 days prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination. Under this section or the following section, if the parties choose to partially or completely terminate this Agreement, the Parties shall either mutually agree how any property involved shall be disposed of. If they are unable to do so, they shall submit the dispute to the Dispute Panel provided for in Section 11 below.

9. TERMINATION FOR CAUSE

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

10. DISPUTES

In the event that a dispute arises under this Agreement that the Parties can't resolve, they shall allow the dispute to be decided by a Dispute Panel in the following manner: Each party to this agreement shall appoint one member to the Dispute Panel. The members so appointed shall jointly appoint an additional member to the Dispute Panel. The Dispute Panel shall review the facts, contract terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Panel shall be final and binding on the parties hereto. Parties shall not pay for these services of the Dispute Panel.

As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

## 11. GOVERNANCE

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

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

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

## 12. ASSIGNMENT

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

## 13. WAIVER

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

## 14. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.



15. ENTIRE AGREEMENT

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

16. CONTRACT ADMINISTRATION

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

The Contract Administrator for Washington State University is:

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

The Contract Administrator for Clark College is:

Name: Robert Knight  
Address: VP Administrative Services  
Clark College  
1800 E. McLoughlin Blvd.  
Vancouver, WA 98663  
Telephone: 360-992-2123  
Fax Number:  
E-Mail: rknight@clark.edu

18. SIGNATURES

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

WASHINGTON STATE UNIVERSITY

Approved by:  
By: [Signature]  
Name: Lynn Valenter  
Title: Director Finance & Operations  
Date: 1-18-05 WSU Vancouver

CLARK COLLEGE

Approved by:  
By: [Signature]  
Name: ROBERT R. KNIGHT  
Title: VP OF ADMIN SERVICES  
Date: 01/10/05

**SUPPLEMENTAL AGREEMENT #4 TO MASTER INTERLOCAL AGREEMENT  
WASHINGTON STATE UNIVERSITY**

**AND**

**CLARK COLLEGE**

THIS AGREEMENT is made and entered into by and between Washington State University, hereinafter referred to as "WSU" and Clark College, hereinafter referred to as "CLARK". It is a supplemental agreement to the Master Interlocal Agreement dated 4/9/1999, WSU Contract #15973.

IT IS THE PURPOSE OF THIS AGREEMENT for WSU AND CLARK to agree to the terms and conditions governing the establishment and operation of the Clark Center on the WSU Vancouver campus

The Parties agree to the following terms and conditions.

**1. STATEMENT OF WORK**

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

**A. Duties of WSU:**

- 1) Collect WSU inter-campus mail intended for Clark and deliver it to one central mail stop at the Clark Center. Pick up inter-campus mail addressed to WSU.
- 2) Incidental U.S. mail arriving for CLARK may be delivered to the central designated mail stop, although this should be minimal. If structure and use change, this should be re-visited and costs negotiated and agreed to by parties of this agreement.
- 3) Assist/Coordinate hazardous material disposal in conjunction with CLARK staff where mutually agreed upon by both parties. Such activities shall be cost-neutral.
- 4) Based on allocation of S & A fees to WSU Vancouver, all CLARK students shall be permitted access to S & A funded activities and facilities as permitted by S & A requirements. This includes virtually all activities; the notable exception is the prohibition of Student Government office by a non-WSUV student, or other limitations as described in the Student Government Constitution.
- 5) Facilitate discussion with the Bookie to make course materials and textbooks available for CLARK and co-enrolled students, as mutually agreed upon between the Bookie and Clark.
- 6) Shall issue keys as approved by the Clark Center Coordinator, consistent with WSUV key policy.
- 7) Provide Public Safety services at the same level as to WSUV community. Criminal activities occurring on the WSUV campus will be under the jurisdictional authority of WSUV Public Safety Department.
- 8) Security issues not rising to the level of criminal misconduct shall be dealt with as a student conduct issue or faculty/staff issue under home institution existing policies and procedures.

- 9) CLARK students may have access to WSUV library services during regular library hours. Select services may require presentation of a Clark Identification card (e.g. reserves).
- 10) Will house CLARK's collection of Nursing videos available for checkout to CLARK faculty and students, as mutually agreed upon and subject to space availability.
- 11) Provide access to the library and its collections, during regular library hours, to all CLARK faculty and staff while they have assigned teaching or administrative duties on the WSUV campus, as notified by CLARK (see B.13. below). Faculty and staff will need to present a CLARK library card.
- 12) Shall keep hard copy materials on reserve, supplied by CLARK for CLARK classes taught on the WSUV campus.
- 13) Shall provide one elevator telephone line for emergency use, included in M & O responsibilities, not requiring CLARK reimbursement.
- 14) Shall provide two courtesy telephones lines within the Clark Center, to be reimbursed by CLARK at actual cost, currently \$25/month/line.

**B. Duties of CLARK:**

- 1) Collect inter-campus mail from the Clark Center intended for the main campus of Clark College. Provide a location within the Clark Center for WSU to deliver inter-campus mail addressed to Clark College. Provide U.S. mail services for the Clark Center.
- 2) Shipping and Receiving shall be handled by CLARK Central Receiving staff or designated CLARK on-campus staff. Exceptions must be coordinated with WSUV.
- 3) Maintain a chemical inventory and meet all regulations and requirements. Opportunities for minimizing resources while meeting regulatory requirements in collaboration with WSUV are encouraged.
- 4) Textbooks and course materials for CLARK students taking CLARK classes will be available through CLARK's bookstore. This does not extend to WSUV students. An agreement between WSU and the Student's Book Corporation (Bookie) governs the sale of bookstore and related items to WSUV students, faculty and staff and the WSU Vancouver campus.
- 5) Copy services within Clark Center shall be CLARK responsibility. If copy codes are supplied for use of WSUV copiers, CLARK shall reimburse WSUV for these expenses. Likewise, WSU Vancouver will reimburse CLARK for use of their copiers in the same manner. Costs of copies should match those charged by WSU Vancouver on the rest of campus and the cost of copies charged by Clark should match those charged to Clark students and departments.
- 6) Shall request keys in conformance with WSUV key policy and supply appropriate signatures and information. Shall track key return to insure compliance consistent with policy, quarterly or more frequently. Re-key costs would be incurred only in high-risk cases, and would be limited to actual re-keying costs. WSUV key policy will consider incorporating CLARK's key deposit policy.
- 7) Security issues not rising to the level of criminal misconduct shall be dealt with as a student conduct issue or faculty/staff issue under home institution existing policies and procedures.

- 8) Computer and technology hardware failure shall be the responsibility of the owner of the equipment.
- 9) Purchasing and related activities shall conform to CLARK policies and procedures when they pay for goods, services, etc.
- 10) To be responsible for Interlibrary loan and electronic reserves services to CLARK faculty and students.
- 11) Courier service for delivery of library materials.
- 12) Provide location and equipment to view Nursing videos available for checkout through WSUV library reserve.
- 13) Provide a quarterly list of CLARK faculty with teaching or administrative appointments at WSUV (see A.11. above).
- 14) Provide a single or primary contact person for administrative and maintenance issues within Clark Center building to facilitate delivery of services and information.
- 15) Shall retain S & A technology fees and provide technology services to CLARK students (e.g. computer lab, etc.)
- 16) Provide food and beverage vending machines within Clark Center. Pricing shall be identical or similar to prices of vending machines operated by WSU Vancouver on the WSU Vancouver campus.
- 17) May provide Bookstore Kiosk (not staffed) or Bookstore vending machine in the Clark Center Building only to provide necessary materials for CLARK students taking CLARK classes. Bookstore operations competing with the Student Book Corporation "The Bookie" are not permitted. CLARK is not permitted to provide a general retail presence in the Center.

C. The terms and agreements noted in "AGREEMENT Between Washington State University and Clark College", signed June 23, 2000 are reaffirmed. For convenience, the sections restated below within that AGREEMENT contain more specific agreements within the stated headings:

- 1) Building Occupancy and Use
- 2) Vehicle Parking
- 3) Building Maintenance
- 4) Building Modifications
- 5) Central Support
- 6) Telephone Services
- 7) Support Services
- 8) Student Services
- 9) Bookstore
- 10) Library

D. Foodservice:

CLARK will pursue a food service provider for the Clark Center kitchen for food services to be provided to CLARK students, faculty and staff. At Clark College's request, WSU Vancouver may provide foodservice in a limited manner. As the campus grows, this service may need to be re-negotiated between CLARK and WSUV. Pricing shall be equal or equivalent to WSU Vancouver foodservice pricing.

E. Maintenance and Operations:

CLARK Center shall be maintained by WSU to the same level of service WSU provides to its other buildings on the Vancouver Campus. In exchange, Clark will pay 85% of state M & O funds attributable to the Clark Center to WSU. For fiscal year 2005-2006 this amounts to \$6.57/gsf or \$419,900 per fiscal year. The initial payment will be for January – June 2006, six months, totaling \$209,767.

Full funding for equivalent M & O operations were the building a WSUV building, would have been at \$7.62/gsf for FY 06 and \$7.81/gsf for FY07. In consideration of the lower level of funding, the exclusions to service appearing in Appendix A have been mutually agreed upon as CLARK's responsibility.

Legislative funding increases over time that would be allocated to support building maintenance, utilities or operation for the Clark Center shall be shared with WSUV on a pro-rata basis by gsf. This would include, but not be limited to, general M & O funding increases, utilities funding increases, salary upgrades/reclassifications, benefit increases for staff funded by CLARK M & O etc. Salary and benefit increases funded by the legislature supported by CLARK M & O funds shall be made directly to WSUV or supplemented by CLARK at the same level as other salary increases.

CLARK shall request adequate M&O funds from the legislature for Clark Center in each biennial budget request. If M&O funds for the Clark Center are not appropriated, or if the level of funds appropriated is insufficient to maintain and operate the Clark Center at the level contemplated under this Agreement, CLARK and WSU shall negotiate a reduction in the level of services to be provided by WSU or additional funding that CLARK will provide to maintain the services.

2. All other terms and conditions of the Master Interlocal Agreement remain unchanged and in full force and effect.

3. CONTRACT ADMINISTRATION

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

The Contract Administrator for Washington State University is:

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

The Contract Administrator for CLARK College is:

Name: Robert Knight  
VP Administrative Services  
Address: Clark College  
1800 E. McLoughlin Blvd.  
Vancouver, WA 98663  
Telephone: 360-992-2123  
Fax Number: 360-992-2884  
E-Mail: rknight@clark.edu

18. SIGNATURES

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

WASHINGTON STATE UNIVERSITY

Recommended by:

By: [Signature]  
Name: Lynn Valenter  
Title: Vice Chancellor Finance & Operations  
Date: 5-8-06

CLARK COLLEGE

Approved by:

By: [Signature]  
Name: Robert K. Knight  
Title: Vice President of Administrative Services  
Date: 5/10/06

Approved by:

By: [Signature]  
Name: SR. Assoc. V.P.  
Title: SR. A  
Date: 5/25/06

## APPENDIX A

### M & O EXPENSES EXCLUDED FROM WSUV SERVICE (Clark College Responsibilities)

1. All flooring replacement including carpet and tile
2. Interior painting (excluding touch-up)
3. Boiler replacement or additions, hot water heater replacement or additions and air handling equipment replacement or additions.
4. Interior air quality remedies
5. Fan motors and drives
6. Furniture, fixtures and equipment
7. Additions or major changes to controls including component failures to mechanical and electrical controls and fire system.
8. Remodeling
9. Remedies to construction and/or product deficiencies within the first five years after building occupancy began. Also includes these items if discovered within the first five years, but not remedied.
10. Major cleaning or repair to outside of building, including awnings, required due to building design.
11. Fire and water damage.
12. Anything not customarily provided to WSU Vancouver buildings

**SUPPLEMENTAL AGREEMENT #5 TO MASTER INTERLOCAL AGREEMENT  
WASHINGTON STATE UNIVERSITY (WSU C#15973)**

**AND**

**CLARK COLLEGE**

THIS SUPPLEMENTAL AGREEMENT #5 (the "SUPPLEMENTAL AGREEMENT") to the Master Interlocal Agreement dated 4/9/1999 between Washington State University ("WSU") and Clark College ("CLARK"), is made and entered into by and between WSU and CLARK.

IT IS THE PURPOSE OF THIS SUPPLEMENTAL AGREEMENT to set forth the terms and conditions under which WSU AND CLARK will provide a mechanism to support administration of the Engineering and Science Institute.

The Parties agree to the following terms and conditions.

**1. STATEMENT OF WORK**

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

**A. Duties of CLARK:**

1. Shall assign general administrative duties, with review and input by WSU, to Dr. Robin Terjeson to coordinate collaboration between WSU and CLARK.
2. Shall continue to serve as the employing agency for Dr. Terjeson.
3. Shall invoice WSU prior to June 30, 2006, for \$3,000.00 for WSU's portion of the efforts of Dr. Terjeson made on behalf of WSU for the duration of the term of this Supplemental Agreement #5, plus associated benefits pro-rated to the salary of \$3,000.00.

**B. Duties of WSU:**

1. Shall remit payment promptly for item A.3. above.
2. Shall approve substitution of alternate personnel, if necessary, in A.1.above.

**2. CONTRACT ADMINISTRATION**

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

The Contract Administrator for Washington State University is:

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



The Contract Administrator for CLARK College is:

Name: Robert Knight  
VP Administrative Services  
Address: Clark College  
1800 E. McLoughlin Blvd.  
Vancouver, WA 98663  
Telephone: 360-992-2123  
Fax Number: 360-992-2884  
E-Mail: [rknight@clark.edu](mailto:rknight@clark.edu)

3. AGREEMENT PERIOD

This agreement is in effect from August 16, 2005 until June 30, 2006 and is renewable solely by WSU and CLARK agreeing to renew in writing.

4. MASTER AGREEMENT UNCHANGED

All other terms and conditions of the Master Interlocal Agreement remain unchanged and in full force and effect.

5. SIGNATURES

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

WASHINGTON STATE UNIVERSITY

Approved by:



Name: Lynn Valente

Title: Vice Chanc F&O

Date: 6-26-06

CLARK COLLEGE

Approved by:



Name: ROBERT K. KNIGHT

Title: VP of Admin Svcs

Date: 06/22/06