

**AMENDMENT NO. 1
TO
INTERAGENCY AGREEMENT
BETWEEN
WASHINGTON STATE UNIVERSITY
AND
WESTERN WASHINGTON UNIVERSITY**

This Amendment No. 1 to the Agreement (“**Amendment No. 1**”) is **made** and entered into this ___th day of April, 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”)** and Western Washington University an institution of higher education and agency of the State of Washington (“**Agency**”). **WSU Everett and Agency may be referred to jointly herein as the “Parties”, or individually as a “Party.**

RECITALS

WHEREAS, the Parties entered into an Interagency Agreement on or about July 2, 2018, effective for a term of July 1, 2018 to June 30, 2019 (**the “Agreement”**), for the purpose of Agency providing courses at the Everett University Center (EUC), as set forth therein;

WHEREAS, Section V. of the Agreement provides the ability of the Parties to extend the Agreement for subsequent one year terms; and

WHEREAS, the Parties desire to extend the Agreement to cover the term of July 1, 2019 to June 30, 2020, and to make certain amendments to the Agreement, as provided herein below, and.

WHEREAS, the conditions for acceptance of this Amendment No. 1 are set forth in the attached Addendum C to this Amendment No. 1.

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

1. Term. Pursuant to Section V. 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 (**the “First Extension Term”**).
2. Administrative Support Services. Section VII of the Agreement is deleted in its entirety and replaced with the following new Section VII:

WSU Everett shall provide the following services to Agency:

- A. Staffing at the Student Access Center to include providing students with Program information and referral of students to EUC partners for advising.

- B. Room scheduling for EUC classrooms, conference rooms, meeting rooms, and other rentable spaces at the Facility as described in Addendum I and J. Room use must be pre-approved in writing by WSU Everett. Room Rates: <https://everett.wsu.edu/meeting-room-rentals/>
- C. Keys necessary to access the Facility. Keys remain the property of WSU Everett and shall be returned to Building Manager, Bobby Christenson, or his assignee, 915 North Broadway, upon release of the space at the expiration or termination of this Agreement (See Addendum H for Key Policy).
- D. Access to printing and copy-duplicating services provided on the same basis and cost as for other EUC offices. WSU Everett will provide proxy cards to Agency to use for printing and copying. There will be a replacement fee of \$15 for each new card. (See Addendum J for rates).
- E. Access to the pricing structure for printing services negotiated by EvCC with Ricoh. Orders are placed online directly with Ricoh and Ricoh bills the ordering party directly. WSU Everett and EUC print orders are delivered directly to the third floor mailroom of the Facility.
- F. Access to shredding services will be provided on the same basis and cost as for other EUC offices. A shredding bin will be located on each floor.
- G. Mail Services (outgoing and incoming) provided at the same level of service as for other EUC offices. Incoming mail will be delivered directly to the Facility mailroom. WSU Everett will provide staffing to sort the mail and place it in partner and WSU Everett academic department mailboxes for pick-up.
- H. FedEx shipments will continue to be processed and paid for by Agency. Shipment of hazardous materials must comply with applicable laws and policies, and in particular **WSU Everett's Safety Policies and Procedures Manual 5.40**.
- I. Phone services on the assigned and shared desks for staff and faculty will be provided at the same basis and cost as for other EUC partners. Charges are included in the administrative support services charge.
- J. Parking services for Agency faculty, staff, students, and visitors is provided by EvCC at the same level and rates as to all EUC personnel. All faculty, students, and visitors utilizing these services will be individually responsible to pay EvCC for parking permits/charges. Agency personnel are **eligible for participation in EvCC's local Commute Trip Reduction-type programs**.
- K. All Agency students, faculty, and staff are required to adhere to the parking and security policies of EvCC. In cases where a conflict between parking and security policies may arise, the policy of EvCC shall prevail.
- L. Faculty and staff access, through EvCC, to its fitness and recreational facility is available at the same rate as other EUC faculty and staff. Agency students can purchase access to

the Walt Price Fitness Center at the EvCC student rate. Agency staff and faculty can purchase access at the EvCC employee rate.

M. Use of EvCC's cafeteria/food services/catering and the 915 North Broadway coffee bar and cafe is available to Agency staff, faculty, students, and visitors at the same level and rates as those enjoyed by other EUC personnel.

N. Technology Support Services as set forth in Addendum B to this Amendment No.1.

Agency shall pay WSU Everett an Administrative Support Services Charge of \$34,540.82 for the services provided in this Section VII for the First Extension term; one-half due on or before November 15, 2019 and the balance due before May 15, 2020.

3. Compensation. The compensation amounts set forth in Section XI.A of the Agreement to be paid to the Agency by WSU Everett for providing the educational services under the Agreement shall be in the same amounts for this First Extension Term.

Section XI.B. of the Agreement is hereby amended to reflect that the compensation to be paid to WSU Everett by Agency for the educational services provided by WSU Everett to Agency under this First Extension Term shall be as follows:

A. Program: Master in Business Administration

Academic Year 2019-20: Cohort 1 and Cohort 2 assigned space to accommodate class size. Agency will pay WSU Everett a total of \$21,680 per year for the two Cohorts: one-half due on or before November 15, 2019, and balance due before May 15, 2020. Both MBA cohorts will be scheduled on the same weekend.

B. Program: Education Administration Superintendent Certificate

For Academic Year 2020, Agency will teach a class from April – June 2020: Space will be assigned by WSU Everett to accommodate class size and room availability for this class. EUC room rental rates set forth in Addendum J to the Agreement will be applied, except as revised by Addendum A to this Amendment No. 1.

4. Maintenance and Operations Costs: General. Section XII. Maintenance and operations charges for the First Extension term shall remain the same as in Section XII of the Agreement. Agency agrees that the charges for a 2020-21 Agreement extension term will be revised and updated by WSU Everett, and also will include Base Rent and Common Area Maintenance charges.
5. Classroom/Conference/Meeting Room/Study Areas and Special Room Usage at the Facility. Section XIV. The Room Rates applicable for this First Extension Term are set forth in Addendum B.
6. Technology Fee. Section XVI. There will be no separate Technology Support Services fee for this First Extension Term as the Technology Support Services fee for this First Extension

Term is included in the Administrative Support Services charge in Section VII. The Technology Support Services to be provided to Agency by WSU Everett for this First Extension Term are set forth in Addendum B, attached hereto.

- 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.
- 9. This Agreement 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. 1 as of the date and year first written above.

WSU EVERETT:

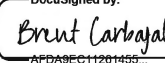
WESTERN WASHINGTON UNIVERSITY

WASHINGTON STATE UNIVERSITY

APPROVED BY:

APPROVED BY:

Signature:  4/23/2020 | 2:04 PM PDT
DocuSigned by: Ryan H. Goodell AB9D1E2C84594FC...

Signature:  4/23/2020 | 1:29 PM PDT
DocuSigned by: Brent Carbajal APDA9EC11201455...

Name: Ryan H. Goodell


Name: Brent Carbajal

Title: Exec Dir, Contracts & Real Estate Off

Title: Provost/VP Academic Affairs

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Signature: 

Signature: _____

Name: Nathan Deen

Name: _____

Title: Assistant Attorney General

Title: Assistant Attorney General

Addendum A

Everett University Center and WSU Everett Room Rental Rates

Charged at the rate of:

Small-Medium Classroom (up to 30 people):

Standard Rate: \$145 (4 hours), \$230 (8 hours), \$45 each additional hour

Non-Profit/EUC Partner* Rate:

\$102 (4 hours), \$161 (8 hours), \$32 each additional hour

Large Classroom (up to 70 people):

\$185 (4 hours), \$350 (8 hours), \$55 each additional hour

Non-Profit/EUC Partner* Rate:

\$130 (4 hours), \$245 (8 hours), \$39 each additional hour

Computer Lab (34-48 people):

\$495 (4 hours), \$645 (8 hours), \$125 each additional hour

Non-Profit/EUC Partner* Rate:

\$347 (4 hours), \$452 (8 hours), \$88 each additional hour

Auditorium (up to 120 people):

\$330 (4 hours), \$510 (8 hours), \$115 per hour

Non-Profit/EUC Partner* Rate:

\$250 (4 hours), \$360 (8 hours), \$57 each additional hour

WSU Everett rents at a 4 hour minimum and an hourly rate thereafter.

Any weekend event may need to have a security officer on duty (additional rates will apply). Technician on duty during event may have additional charges.

*EUC Partners are partners who have contracted degree programs offered at the Everett University

Center. Please keep in mind that prices may change. This document will be updated through our website.

For questions regarding room availability, room descriptions, or scheduling requests please call 425-405-1741 or email Melody De Lappe at melody.delappe@wsu.edu

Addendum B

WSU Everett will provide the following IT Support and troubleshooting services to Agency. This Addendum B replaces Addendum B to the Agreement.

IT support and troubleshooting for EUC desktop, laptop, network, instructional videoconferencing, phone, and classroom technology (including limited print and file services) for Program classes.

Classroom Technology Services

Services provided

- Troubleshoot technical issues in classrooms related to the equipment located in the teaching podium.
- Connection and troubleshooting of scheduled video-conferenced classes. IT will make every effort to ensure classes are connected 15 minutes prior to beginning of classes and to physically check the classroom to ensure it successful connection.
- Provide training on the operation classroom technology.

Services not included

- Troubleshooting of equipment, laptops, tablets, and/or other devices that are not installed in the classrooms.
- Creation/scheduling of video-conferenced meetings (e.g., Zoom, Skype, Blue Jeans, etc.).
- Reservation of rooms for classroom-related activities.
- Acquisition and installation of software.
- Classroom structural modifications, including the movement of furniture in the classroom.
- Provisioning of any external hard drives, including encrypted drives, thumb drives, etc.
- Dissemination, collection, or proctoring of classroom assignments, examinations, and/or course evaluations.

Service delivery

- Classroom support will be provided by WSU Everett IT personnel.
- Videoconferencing will be through the Polycom videoconferencing systems.
- Desktop and audio/video capability are in the podiums in each classroom.

Hours of support and maintenance

- Support will be provided Monday – Thursday 7:30 a.m. to 8:00 p.m. and Friday 8:00 a.m. to 5:00 p.m.
- Maintenance of classrooms will be performed as to not disrupt scheduled classes.

Desktop Support Services

Services provided

- IT will troubleshoot and resolve all hardware, software and peripheral issues.
- IT will provide operating system updates including security patches and enhancements.
- IT will maintain virus protection for desktops.

Services not included

- This service does not provide for the licensing of software used for desktops.
- **This service does not provide support for personal “bring-your-own-device” (BYOD) brought by user.** Caveat: IT will make a good faith effort to resolve BYOD issues but offers no guarantee of service.
- This service does not provide training in the use of applications or software.

Service delivery

- Desktop support will be provided by IT personnel.
- Operating System updates and patches will be managed by Microsoft System Center Configuration Manager.
- Virus protection will be provided by Windows Defender.

Hours of support and maintenance

- Hours of support and maintenance Support will be provided Monday – Thursday 7:30 a.m. to 8:00 p.m. and Friday 8:00 a.m. to 5:00 p.m.
- All maintenance tasks and software upgrades will be scheduled at Agency’s **convenience**.

Performance Metric and Service Commitment

- Underlying IT systems are monitored and managed from the WSU Network Operations Center to target an availability of 24 hours a day, 7 days a week outside of scheduled and emergency maintenance periods.

System Service Availability & Maintenance

- **WSU Everett’s IT services are typically available Monday – Thursday 7:30 a.m. to 8:00 p.m. and Friday 8:00 a.m. to 5:00 p.m.,** taking into consideration scheduled and emergency maintenance times. Maintenance windows are scheduled from 10 p.m. to 6 a.m.

Incident/Problem Management

- **When a problem is reported to the WSU Everett IT Help Desk, it is recorded in the IT’s cloud-based instance of Spiceworks (<https://wsueverett.on.spiceworks.com/>),** the problem tracking system, regardless of whether the problem is solved immediately. Spiceworks generates a number for the case, and as part of the problem reporting process, the analyst will also assign the case a severity level, indicating its impact on your work.

In support of services outlined in the Agreement, WSU Everett IT will respond to service-related incidents and/or requests submitted by the Agency within the following timeframes during normal business hours to ensure optimal service provision to the Agency.

Limited after-hours support is available by contacting the WSU Network Operations Center at 509-335-0404.

Severity Level	Situation	Response Times	Target Resolution
Severity 1 – High Very High Business Impact	Major System or Component Failure Malfunction with critical impact on Agency’s ability to operate entire business processes & production. No work-around or manual process available. The problem must be resolved immediately	Contact: 15 minutes Work begins: 2 hours	Within 4 hours.
Severity 2 – High High Business Impact	Minor System or Component Failure Malfunction causing impact on Agency’s ability to operate significant business processes or production. No workaround or manual process available.	Contact: 1 hour Work begins: 4 hours	Same day.
Severity 3 – Moderate Moderate Business Impact	Component Failure Malfunction not causing impact on Agency’s ability to operate significant business processes or production. Work-around or manual processes are available.	Contact: 1 hour Work begins: next business day	Next business day.
Severity 4 – Low Low Business Impact	Component Failure Malfunction not causing virtually any impact on Agency’s ability to operate significant business processes or production. Work-around or manual processes are available.	Contact: 1 hour Work begins: 1 week	Within one week.

A. Service Provider and Agency Responsibilities

Service provider duties and responsibilities

- IT will maintain and update all hardware and software located in classrooms and seminar rooms.
- IT will maintain appropriately trained staff.
- IT will schedule AV vendors/technicians to address classroom equipment issues, as needed.
- IT will communicate, in writing, issues regarding service levels, change management, and other planned service changes.
- IT will maintain hardware as requested.

Agency duties and responsibilities

- Agency will become familiar with effective uses of classroom technology via self-instruction or appointment made with IT.
- Agency will have a “**backup plan**” in the event of an unexpected classroom technology malfunction.
- Agency will inform IT at least five days prior if they need any assistance to connect to an ad-hoc video-conferenced meeting during a class that is not regularly scheduled to be video-conferenced.

- Agency will be responsible for covering the cost of any replacement parts for equipment in this agreement.
- Agency will coordinate the acquisition and implementation of hardware and software with IT.
- Agency will provide IT employees with physical access to equipment that will be serviced.
- Agency will coordinate with IT to schedule appropriate time to perform maintenance tasks on Agency machines for desktop support.
- Agency will report problems using the problem reporting procedures detailed in this Addendum B including a clear description of the problem and any other problem documentation (e.g. error messages, screen captures).

The primary points of contact for issues related to Technology Support Services are:

- WSU Everett: Alistair Boudreaux, ITS Manager, 425-405-1592, or alistair.boudreaux@wsu.edu
 - In the event of any issues that require support Agency should contact WSU Everett IT in the following manner:
 - Web Form: <https://wsueverett.on.spiceworks.com/portal>
 - Email: Everett.it@wsu.edu
 - Phone: 405-125-1555

ADDENDUM C

ADDENDUM TO AMENDMENT NO. 1 TO INTERAGENCY AGREEMENT BETWEEN WASHINGTON STATE UNIVERSITY AND WESTERN WASHINGTON UNIVERSITY

And Notice of Ongoing Negotiations

Amendment No.1 to the Interagency agreement between WWU and WSU is acceptable under the terms identified below:

- Administrative Support Services charge to Western Washington University of \$34,540.82.
- Base Rent and Common Area Charges for 2019/2020 are not included.
- Discussion/negotiation of the 2020/2021 agreement commences; WSU contact lead identified.

Specific points to consider for the 2020/2021 contract include:

- Identification of expenses for Administrative Support Services and Base Rent and Common Area Charges as well as state revenues received for Everett University Center Maintenance and Operations.
 - NOTE: The annual operational cost increase to WWU in amendment No.1 was approximately \$18,000. It is anticipated that there will be an additional \$18,000 increase over and above this amount in 2020/2021.
- Identifying an effective process for receiving State funds for faculty salary increases for positions funded by the contract. Options may include:
 - Joint petition to the Official of Financial Management (OFM) to receive State funds for faculty salary increases for positions funded by the contract.
 - Petition OFM to release funding for faculty positions directly to WWU. WWU would then have the faculty in the state-funded faculty base and automatically receive funding; WWU would contract with WSU on remaining aspects of the agreement.
- Determination of contract length (5 years?)