

**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.

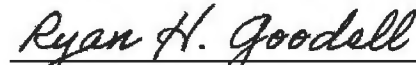
4. Other Terms and Conditions Unchanged. Apart from the modifications and amendments set forth above, the Agreement shall remain unchanged and in full force and effect. In the event of any conflict between the terms of the Agreement and this Amendment No. 3, the terms of this Amendment No. 3 shall control.
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 (Jul 15, 2020 12:10 PDT)

Patrick Sisneros
VP College Services, EvCC