

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

THIS AMENDMENT No. 1 to the Interagency Agreement ("Amendment No. 1") is deemed effective as of the 1<sup>st</sup> 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") and Eastern Washington University, an institution of higher education and agency through the State of Washington ("EWU"), pursuant to the authority granted by RCW 39.34.130 and through Chapter 179, Laws of 2006. WSU Everett and EWU may be collectively referred to herein as the "Parties" or individually as a "Party".

**RECITALS**

**WHEREAS**, the Parties entered into that certain Interagency Agreement (the "Agreement") effective July 1, 2018 for the purposes set forth therein; and

**WHEREAS**, the Initial Term of the Agreement expired on June 30, 2020; and

**WHEREAS**, the Parties desire to amend the Agreement to extend the Term of the Agreement for the two (2) Extension Terms provided in Section V of the Agreement, subject to the terms and conditions contained in this Amendment No. 1; and

**WHEREAS**, the Parties now also desire to inform the future practices of billing for space use and administrative program costs to EUC partners;

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

1. Contact. Section IV of the Agreement is hereby amended to reflect the following Primary Contact for EWU:

Annika Scharosch  
Civil Rights, Compliance & Risk Management  
Eastern Washington University  
211 Tawanka Hall  
Cheney, Washington 99004-2442  
Phone: 509-359-6724  
Email: ascharosch@ewu.edu

2. Term. Section V of the Agreement is hereby amended to reflect that the Parties have agreed to extend the Agreement for the two (2), one-year Extension Terms provided

in Section V. of the Agreement. The Term of the Agreement will now expire on June 30, 2022 unless terminated sooner. Section V of the Agreement is further amended to reflect that the Parties shall have the right to extend the Term of the Agreement for an additional period of five (5) years (any such extension shall be referred to as an "Extension Term") pending the updated billing terms introduced for FY2023 further discussed in Section 8 of this Amendment No. 1.

3. Payment. Sections XII(A) and XII(B) are deleted in their entirety. Section XII(G) shall be amended to:

Should additional EWU programs be offered at the EUC before fiscal year end of each year, EWU agrees to negotiate and pay additional charges for the classroom, office and/or support services requested of WSU Everett in support of those programs.

4. Administrative Support Services. Section XII(C) of the Agreement is hereby amended to reflect the following cost structure:

Administrative Support with Work Capital - \$7,924.29

5. Technology Fee. Section XII(D) of the Agreement is hereby amended to reflect that the technology fee shall now be included as part of the Administrative Support Services charges.

6. Base Rent and Operations/Maintenance Expenses.

- a. Base Rent - \$10,722.60  
NNN/CAM - waived for FY21 and FY22
- b. Updated Market Rent will be calculated for the FY2022 period based upon an updated certified broker's opinion.
- c. Upon renewal for FY2023 period, NNN/CAM charges will be billed using estimates based upon usage rates per prior FY period and reviewed/adjusted as needed upon completion of FY.

7. Billing Procedure. Section XIII of the Agreement is hereby updated with the following billing summary:

<b>FY2021 Base Rent:</b> As specified in Agreement Sections VII, VIII, Addendum B and Addendum D, Sections 2 and 3 of Amendment No. 1.	<b>\$10,722.60/year</b>
<b>FY2022 Base Rent:</b> As specified in Agreement Sections VII, VIII, Addendum B	<b>Will be provided to EWU FY2022.</b>

and Addendum D, Sections 2 and 3 of Amendment No. 1.	
<b>FY2021-2022 NNN/CAM:</b>	<b>Waived</b>
<b>FY2021-2022 Technology Fee</b>	<b>Included in Administrative Support Services Fees</b>
<b>FY2021 Administrative Support Services with Work Capital:</b> As specified in Agreement Section VIII	<b>\$7,924.29/year</b>
<b>FY2022 Administrative Support Services:</b> As specified in Agreement Section VIII	<b>Will be provided to EWU FY2022.</b>
<b>Total Due FY2021</b> <b>(Nov 15 2020; Feb 15 2021)</b>	<b><u>\$18,646.89</u></b>
<b>Total Due 2021 – 2022</b> <b>(Nov 15 2021; Feb 15 2022)</b>	<b>Will be provided to EWU FY2022</b>

8. Miscellaneous. Section XVII(J) is hereby amended to include closure or restrictions due to a governmental order or pandemic.
9. Future Agreements. The parties agree that the master agreement has become outdated due to the growth and development of the WSUE campus and programs; and that upon expiration of this Amendment No. 1 the parties will work together in good faith to develop a new lease agreement for space usage. The parties will also work together in good faith to develop an agreement outlining responsibilities under the EUC guidelines for academic programming provided by EWU. These agreements shall seek to better clarify and implement the NNN/CAM charge system in order that all EUC partners honor their responsibility to pay WSUE fairly and equitably for their use of space, infrastructure, and resources on the Everett Campus.
10. Addendum B. The contact information in final paragraph shall be replaced as follows:

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](mailto:Everett.it@wsu.edu)
- Phone: 425-405-1555

11. Entire Agreement. This Amendment No. 1 constitutes the entire understanding between the Parties hereto with respect to subject matter contained herein, and there have been no oral agreements or promises which have not been set forth herein.
12. Capitalized Terms. All capitalized terms not otherwise defined herein shall have the same meaning as set forth in the Agreement.
13. Counterparts. This Amendment No. 1 may be executed in one or more counterparts, each of which shall constitute a duplicate original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1.

**WSU EVERETT:**  
**WASHINGTON STATE UNIVERSITY**  
**EVERETT**

APPROVED BY:

Signature: Ryan H. Goodell  
Ryan Goodell, Assistant VP  
Real Estate and Business Operations

**EWU:**  
**EASTERN WASHINGTON**  
**UNIVERSITY**

APPROVED BY:

Signature: Annika Scharosch  
Annika Scharosch, Associate VP  
Civil Rights, Compliance & ERM

RECOMMENDED BY:

Signature: Paul Pitre  
Paul Pitre, Chancellor  
Washington State University Everett