

ACTION ITEM #3

WSU Voiland College of Engineering and Architecture
(at Olympic College, Bremerton)
Interagency Agreement with Building Renovation
(Stacy Pearson)

May 4, 2018

TO ALL MEMBERS OF THE BOARD OF REGENTS

SUBJECT: WSU Voiland College of Engineering and Architecture - Third Amended and Restated Interagency Agreement between WSU and Olympic College in Bremerton.

PROPOSED: That the WSU Board of Regents authorize WSU to enter into the Third Amended and Restated Interagency Agreement ("Agreement") with Olympic College in Bremerton ("OC") and delegate authority to the President or designee to sign the Agreement and, further, to enter into any and all subsequent and additional agreements, including but not limited to real property agreements, desired or necessary in furtherance of WSU's offering of Engineering degrees at OC.

SUBMITTED BY: Stacy Pearson, Vice President for Finance and Administration

SUPPORTING INFORMATION: In 2009, the Legislature provided funding for the extension of WSU's Mechanical Engineering program to OC. Since that time, WSU has offered a Bachelor of Science in Mechanical Engineering at OC. The Mechanical Engineering program is offered in an OC building called the RBS Engineering Lab.

In 2015, the Legislature provided funding for an extension of the WSU Electrical Engineering program to be located at OC.

The extension of the Bachelor of Science Degree in Electrical Engineering to OC came before the Board 2016. Interim Co-Provost Erica Austin noted at that time that the Faculty Senate had approved the extension on January 28, 2016. The Board approved extension of the Electrical Engineering degree on May 6, 2016.

To effectuate the further extension, WSU and OC entered into a Second Amended and Restated Interagency Agreement dated June 29, 2016. In that Agreement, the parties acknowledged that the RBS Engineering Lab was not large enough to accommodate both the existing Mechanical Engineering program and the expanded Electrical Engineering program. The parties agreed that the 1720 Warren Building would be renovated and utilized for the Electrical Engineering program. The Second Amended and Restated Interagency Agreement contemplated that WSU would pay for the remodel of the 1720 Warren Building, the cost of which was estimated at \$850,000. This Agreement was signed in June 2016.

As the renovation plans were developed further, the projected cost of the renovation increased. In order to reflect the increased costs as well as other modifications to the transaction, the parties desire to enter into the instant Agreement. The Agreement sets forth all aspects of the cooperative relationship between WSU and OC, including the obligation of WSU to pay not more than \$1,679,650 for the renovation of the 1720 Warren Building, and OC's agreement to provide the 1720 Warren Building to WSU for its Electrical Engineering program. WSU received \$700,000 in appropriated funds to help pay for this remodel and paid an additional \$85,000 in 2017. The remainder of the funds are to be paid over five years starting on June 30, 2018 in the amount of \$178,930 annually. WSU will also pay related sums including payments for operating costs and services. OC will in turn provide, maintain, and repair the spaces for the Mechanical and Electrical Engineering programs, provide a variety of services, and pay WSU for instructional costs. Appropriations and enrollment revenues will be used to cover these investments and program costs. The Term Agreement continues to May 2037, with options to renew.

ATTACHMENT: 3rd Amended and Restated Interagency Agreement – Olympic College

BOARD OF REGENTS
WSU Voiland College of Engineering and Architecture
(at Olympic College, Bremerton)
Interagency Agreement with Building Renovation

Resolution #180504-577

WHEREAS, the Board of Regents of Washington State University by virtue of RCW 28B.10.528 has authority to delegate by resolution to the President of the University, or designee, powers and duties vested in or imposed upon the Board by law and to enable the President, or designee to act on behalf of the Board of Regents in matters relating to the administration and governance of the University.

RESOLVED: That the Board of Regents authorize WSU to enter into the Third Amended and Restated Interagency Agreement ("Agreement") with Olympic College in Bremerton ("OC") and delegate authority to the President or designee to sign the Agreement and, further, to enter into any and all subsequent and additional agreements, including but not limited to real property agreements, desired or necessary in furtherance of WSU's offering of Engineering degrees at OC.

Dated this 4th day of May, 2018.

Chair, Board of Regents

Secretary, Board of Regents

**THIRD AMENDED AND RESTATED
INTERAGENCY AGREEMENT
BETWEEN
WASHINGTON STATE UNIVERSITY
AND
OLYMPIC COLLEGE**

THIS THIRD AMENDED AND RESTATED INTERAGENCY AGREEMENT (“Third Amended and Restated Interagency Agreement” or “Agreement”) is made and entered into by and between Washington State University, an institution of higher education and agency of the state of Washington (hereafter referred to as “WSU”), and Olympic College, a community college located in Bremerton, Washington (hereafter referred to as “OC”).

RECITALS

WHEREAS, in 2009, the Washington Legislature provided funding for an extension of the WSU mechanical engineering program to be located at OC;

WHEREAS, to effectuate such extension, WSU and OC entered into that certain Interagency Agreement dated June 16, 2010 (WSU Contract #18680) (the “Original Agreement”), to memorialize the terms and conditions under which WSU and OC would cooperate to offer the third and fourth year of WSU’s Bachelor of Science in Mechanical Engineering at OC in Bremerton;

WHEREAS, WSU and OC also entered into that certain Addendum No. 1 to the Original Agreement dated September 20, 2010 (the “Addendum”), to supplement the terms and conditions of the Original Agreement;

WHEREAS, WSU and OC also entered into that certain Amendment No. 1 to the Original Agreement dated January 3, 2013 (the “Amendment”), to extend the term of the Original Agreement pending the completion of the drafting of an Amended and Restated Interagency Agreement;

WHEREAS, WSU and OC entered into an Amended and Restated Interagency Agreement dated May 10, 2013 (“First Amended and Restated Interagency Agreement”);

WHEREAS, in 2015, the Washington legislature provided funding for an extension of the WSU electrical engineering program to be located at OC;

WHEREAS, to effectuate the further extension, the parties entered into a second Amended and Restated Interagency Agreement dated June 29, 2016 (“Second Amended and Restated Interagency Agreement”); and

WHEREAS, the parties desire to consolidate the terms of the Original Agreement, Addendum, Amendment, First Amended and Restated Interagency Agreement, and Second Amended and Restated Interagency Agreement, as applicable, and to clarify, modify, and expand the same, and thus enter this Third Amended and Restated Interagency Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

1. **INCORPORATION OF RECITALS.** The above Recitals are incorporated herein by reference.
2. **AMENDMENT AND RESTATEMENT.** This Third Amended and Restated Interagency Agreement is intended to supersede and replace in their entirety the Original Agreement, Addendum, Amendment, First Amended and Restated Interagency Agreement, and Second Amended and Restated Interagency Agreement.
- 3a. **ADMISSION, REGISTRATION, DEGREE AWARDED FOR MECHANICAL ENGINEERING**
 - a. Joint duties:
 - i. The parties shall cooperate with one another during the term of this Agreement to plan, make arrangements, and recruit students in offering years three and four of WSU's Bachelor of Science in Mechanical Engineering ("BSME") at OC in Bremerton. WSU's program in Mechanical Engineering based at Olympic College, Bremerton shall be referred herein as "WSUME.OCB."
 - ii. WSU and OC will jointly recruit up to a total of 30 students each fall semester for the WSUME.OCB.
 - iii. WSU and OC will prepare a joint legislative request to secure high demand-funding for WSUME.OCB, when appropriate and if available.
 - b. WSU Duties
 - i. WSU will admit the WSUME.OCB students through the WSU-Global campus.
 - c. Admission Standards
 - i. Students must meet all WSU admission requirements and WSUME.OCB acceptance requirements.
 - ii. Approximately 30 students will be accepted into WSUME.OCB each year (a total WSUME.OCB student body of approximately 60 individuals).
 - d. Degree
 - i. Students will receive a WSU Bachelor of Science in Mechanical Engineering degree upon successful completion of the program.
- 3b. **ADMISSION, REGISTRATION, DEGREE AWARDED FOR ELECTRICAL ENGINEERING**
 - a. Joint duties:
 - i. The parties shall cooperate with one another during the term of this Agreement to plan, make arrangements, and recruit students in offering years three and four of WSU's Bachelor of Science in Electrical Engineering ("BSEE") at OC in Bremerton. WSU's program in Electrical Engineering based at Olympic College, Bremerton shall be referred herein as "WSUEE.OCB."
 - ii. WSU and OC will jointly recruit up to a total of 25 students each fall semester for the WSUEE.OCB.
 - b. WSU Duties
 - i. WSU will admit the WSUEE.OCB students through the WSU-Global campus.
 - c. Admission Standards
 - i. Students must meet all WSU admission requirements and WSUEE.OCB acceptance requirements.
 - ii. Approximately 25 students will be accepted into WSUEE.OCB each year (a total WSUEE.OCB student body of approximately 50 individuals).

- d. Degree
 - i. Students will receive a WSU Bachelor of Science in Electrical Engineering degree upon successful completion of the program.

4a. COURSES FOR MECHANICAL ENGINEERING

- a. WSU Duties:
 - i. WSU will offer at OC (during the academic year) the Mechanical Engineering (“ME”) courses in the third and fourth year of the BSME schedule of studies.
 - ii. WSU will deliver to WSUME.OCB students the appropriate ME coursework leading to a BSME degree as selected from the list available at the following link; except those courses provided by OC in section 4a.b.i below.
<http://abet.mme.wsu.edu/mep/syllabi/coordinators.html>
 - iii. WSU will provide WSUME.OCB students seats in necessary on-line courses available through WSU Global Campus that satisfy general education requirements. WSUME.OCB students will have online seats reserved or made available to ensure progression in the program.
 - iv. The School of Mechanical and Materials Engineering at WSU will coordinate with the WSU Math department to arrange for Math 370 (Introductory Statistics for Engineers) or equivalent to be taught at least once per year.
- b. OC Duties:
 - i. OC will offer Material Science with lab, Electric Circuits with lab, Advanced CAD for Design, Thermodynamics, and Manufacturing Processes and related lab at least once per year.

4b. COURSES FOR ELECTRICAL ENGINEERING

- a. WSU Duties:
 - i. WSU will offer at OC (during the academic year) the Electrical Engineering (“EE”) courses in the third and fourth year of the BSEE schedule of studies.
 - ii. WSU will deliver to WSUEE.OCB students the appropriate EE coursework leading to a BSEE degree as selected from the list available at the following link; except those courses provided by OC in section 4b.b.i below.
http://www.catalog.wsu.edu/Pullman/Courses/BySubject/E_E
 - iii. WSU will provide WSUEE.OCB students seats in necessary on-line courses available through WSU Global Campus that satisfy general education requirements. WSUEE.OCB students will have online seats reserved or made available to ensure progression in the program.
 - iv. The School of Electrical Engineering and Computer Science at WSU will coordinate with the WSU Math department to arrange for Math 360 (Probability and Statistics) or equivalent to be taught at least once per year.
- a. OC Duties:
 - i. OC will offer Computer Science I Java, Computer Science II Java, Intro to Design, Statics, and Electrical Circuits with lab at least once per year.

5a. FACULTY AND STAFF FOR MECHANICAL ENGINEERING

- a. WSU Duties – Faculty and Staff:
 - i. WSU will locate two full-time faculty, a half-time coordinator/advisor, a three quarters time technician and adjunct faculty at OC in support of the program.

- ii. WSU will contribute salary to OC for a one quarter time program coordinator and a part time ITV technician.
- iii. WSU will reimburse OC for the expense of allowing OC faculty to teach in WSUME.OCB.
- b. OC Duties – Faculty and Staff:
 - i. Allow OC tenured faculty to teach no more than two WSUME.OCB classes; e.g., one WSUME.OCB class each semester.

5b. FACULTY AND STAFF FOR ELECTRICAL ENGINEERING

- a. WSU Duties – Faculty and Staff:
 - i. WSU will locate two full-time faculty, a half-time coordinator/advisor, a one quarter time technician and adjunct faculty at OC in support of the program.
 - ii. WSU will contribute salary to OC for a one quarter time program coordinator and a part time ITV technician.
 - iii. WSU will reimburse OC for the expense of allowing OC faculty to teach in WSUEE.OCB.
- b. OC Duties – Faculty and Staff:
 - i. Allow OC tenured faculty to teach no more than two WSUEE.OCB classes; e.g., one WSUEE.OCB class each semester.

6a. NON-LABORATORY CLASSROOM AND OFFICE SPACE FOR MECHANICAL ENGINEERING

- a. WSU Duties:
 - i. WSU will reimburse OC for IT, phone, copying and laboratory use per the billing procedure in section 10.
- b. OC Duties:
 - i. Provide office space with IT/phone access for two full-time WSU faculty members, and a half-time coordinator/student advisor.
 - ii. Provide approximately 90 hours per academic year of access to an AMS/ITV classroom for 20 to 30 students from late August to mid-May. Note that until the 1720 remodel is complete, up to 335 hours may be required per academic year.
 - iii. Provide approximately 365 hours per academic year of access to a conventional classroom for 20 to 30 students from late August to mid-May.

6b. NON-LABORATORY CLASSROOM AND OFFICE SPACE FOR ELECTRICAL ENGINEERING

- a. WSU Duties:
 - i. WSU will reimburse OC for IT, phone, copying, per the billing procedure in Section 10 and per Section 9.
- b. OC Duties:
 - i. Provide office space with IT/phone access for two full-time WSU faculty members, and a half-time coordinator/student advisor.
 - ii. Provide approximately 90 hours per academic year of access to an AMS/ITV classroom for 20 to 30 students from late August to mid-May.
 - iii. Provide approximately 365 hours per academic year of access to a conventional classroom for 20 to 30 students from late August to mid-May.

7a. RBS ENGINEERING LAB BUILDING FOR MECHANICAL ENGINEERING

- a. Building: OC will provide WSU use of the RBS Building at 1600 Warren for the Term of this Third Amended and Restated Interagency Agreement.
- b. Equipment:
 - i. Laboratory equipment remains the property and responsibility of the institution which purchased the equipment.
- c. Operation:
 - i. Each institution shall fund the direct cost of operating and maintaining related equipment used for their courses.
- d. General:
 - i. Laboratory courses taught in Bremerton will be conducted in accordance with OC laboratory safety and use policies.
 - ii. Student access to laboratory space shall be limited to 8-5pm M-F, while an OC or WSU employee is present, or as otherwise negotiated.
 - iii. WSU students not in WSUME.OCB may use the Engineering laboratory facilities in Bremerton as detailed in this Agreement while enrolled in a course provided by WSUME.OCB.

7b. ENGINEERING LAB BUILDING FOR ELECTRICAL ENGINEERING

- a. Building Renovation:
 - i. Remodeling: OC will pay for the remodel of the building at 1720 Warren Avenue for use as an Engineering Laboratory based on the agreed redesign schematics and scope of work, and will thereafter provide WSU use of said building for the Term of this Third Amended and Restated Interagency Agreement.
- b. Equipment:
 - i. WSU will provide, and pay for the installation of the equipment necessary to support required and elective laboratories in the curriculum.
 - ii. Laboratory equipment remains the property and responsibility of WSU.
- c. Operation:
 - i. WSU shall fund the direct cost of operating and maintaining related equipment used for its courses.
- d. General:
 - i. Laboratory courses taught in Bremerton will be conducted in accordance with OC laboratory safety and use policies.
 - ii. Student access to laboratory space shall be limited to 8-5pm M-F, while an OC or WSU employee is present, or as otherwise negotiated.
 - iii. WSU students not in WSUEE.OCB may use the Engineering laboratory facilities in Bremerton as detailed in this Agreement while enrolled in a course provided by WSUEE.OCB.

8. PERIOD OF PERFORMANCE. The Original Agreement commenced on May 15, 2010 (the “Effective Date”). By way of this Third Amended and Restated Interagency Agreement, the parties agree that the term (“Term”) shall continue until May 14, 2037, unless terminated sooner or extended as provided herein. WSU will thereafter have the option to extend the Term for up to four (4) additional renewal periods of five (5) years each, upon the agreement of OC. Upon any such renewal, the parties will discuss the Agreement and will determine whether any modifications

to the Agreement are mutually desired. The Agreement is subject to the review of the Washington Student Achievement Council.

9. PAYMENT

a. WSU Payment Duties:

i. Payment for use of the facilities:

1. For use of all of the facilities specified in this Agreement (including, but not necessarily limited to the 1600 Warren building and the 1720 Warren building) during the Term and any and all extension or renewal terms, WSU will pay OC an amount not to exceed \$1,679,648 (“Facility Fee”), to be paid as follows:
 - a. In June 2016, WSU will pay \$700,000.
 - b. In July 2017, WSU will pay \$85,000
 - c. By June 30, 2018, WSU will pay \$178,930.
 - d. By June 30, 2019, WSU will pay \$178,930.
 - e. By June 30, 2020, WSU will pay \$178,930.
 - f. By June 30, 2021, WSU will pay \$178,930.
 - g. By June 30, 2022, WSU will pay \$178,928. (Depending on final remodel costs.)
 2. It is understood OC will use the Facility Fee payments to finance the remodeling of the 1720 Warren building and that this is not prohibited by any condition put on the funding received by WSU from the Legislature to fund the activities contemplated by this Agreement. In the event the total cost to remodel is less than \$1,679,648, including but not limited to the circumstance where the construction contingency is not needed, the Facility Fee due from WSU will be reduced accordingly.
 3. WSU may, at its election, prepay the Facility Fee.
 4. If the remodeling costs are less than \$1,679,648 or if WSU prepays the Facility Fee, the schedule for the remainder of the Facility Fee payments will be modified and subject to approval by both parties.
- ii. Installation of Equipment: WSU will pay all installation costs for all of its equipment.
- iii. Discretionary Capital Improvements: With the prior approval of OC, WSU may make (and will pay for) desired capital improvements deemed necessary to accommodate WSU courses, but not necessary for OC courses.
- iv. Operating costs: WSU’s obligation in section 9.a.v below to pay 60% of the operating costs for the 1600 Warren building is capped at \$32,000 per year, and to pay 100% of the operating costs for the 1720 Warren building is capped at \$32,000 per year pending an assessment by the parties of the actual operating costs for the first year, at which time the Parties agree to renegotiate the payment of actual operating expenses. The payments may be
1. WSU will pay 60% of the agreed-upon operation costs (as described below) for the 1600 Warren building. WSU will pay 100% of the agreed-upon operation costs (as described below) for the 1720 Warren building. The operating costs for the 1720 Warren building will be prorated to begin when the remodeling of this building is complete and it becomes available for use by WSU.

2. Operating costs (for example custodial, water, sewer, garbage, power, phone, data, security, and day-to-day building maintenance) will be tracked by OC.
 3. OC will do an annual true-up of Operating Costs. WSU will pay any additional amounts not previously invoiced, up to the caps set forth above. OC will credit WSU for any amounts paid by WSU in excess of the true costs.
- v. Payment for direct consumption of services:
1. WSU will pay for 50% of the salaries and benefits of the OC staff member who serves as the program coordinator. This contribution will be capped at \$27,037 per year for the first five years of this contract. The parties will negotiate a new cap after the termination of this five year term. Half of this amount will be paid by the WSUME.OCB program and the other half by the WSUEE.OCB program.
 2. WSU will pay for ITV Technical support services for WSU video conferences. This payment will be capped at \$5,000 per year for WSUME.OCB and \$5,000 per year for WSUEE.OCB for the first five years of this agreement. The parties agree to negotiate a new cap after the termination of this five year period.
 3. WSU will pay for phone, IT support, mailing, copying and other miscellaneous expenses in support of the program. This payment will be capped at \$3,000 per year for WSUME.OCB and \$3,000 per year for WSUEE.OCB for the first five years of this agreement. The parties agree to negotiate a new cap after the termination of this five year period.
- b. OC Payment Duties:
- i. Instructional Costs: Compensation to WSU for the WSUME.OCB program instruction and other services shall be paid by OC in accordance with the following schedule:
 1. \$160,650 by July 29, 2016 (for 2015-16 year);
 2. \$160,650 by May 15, 2017 (for 2016-17 year); and
 3. \$160,650 by May 15, 2018 (for 2017-18 year).
 4. \$160,650 by May 15, 20xx (for each subsequent year of this contract provided the Legislature continues to earmark for these costs; if such earmark ceases, the parties shall revisit this schedule).
 - ii. Repair and Maintenance: OC shall be responsible for the cost of required repairs to and maintenance of the 1600 Warren building and the 1720 Warren building and all other facilities specified in this Agreement, with the exception of day-to-day building maintenance (such as removing garbage and keeping the facilities generally clean) on the 1600 Warren building and the 1720 Warren building, which is WSU's responsibility.

10. BILLING PROCEDURES

- a. The Business Office of the Voiland College of Engineering and Architecture at WSU shall submit invoices to OC on an annual basis. OC shall pay WSU for all approved and completed work by warrant or account transfer within sixty (60) days of invoicing. Penalties for late payments (defined as those paid beyond sixty (60) days after receipt of invoice) shall be assessed at one percent (1%) per month.

- b. OC shall submit invoices to WSU on an annual basis. WSU shall pay OC for all approved and completed work by warrant or account transfer within sixty (60) days of invoicing. Penalties for late payments (defined as those paid beyond sixty (60) days after receipt of invoice) shall be assessed at one percent (1%) per month.
- c. Invoices to OC Shall be submitted to:

Olympic College
Attn: Karen Wikle, Assistant Director of Administrative Services
MS CSC 200
1600 Chester Avenue
Bremerton, WA 98337-1699

Invoices to WSU shall be submitted to:

Attn: Finance Office
Voiland College of Engineering and Architecture
Dana Hall 104
Washington State University
Attn: Denise Faerber, Director of Administrative Services
Pullman, WA 99164-2718

- 11. RECORDS MAINTENANCE.** The parties to this Agreement 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.

- 12. RIGHTS IN DATA.** Unless otherwise provided, any data that originates from this Agreement shall be owned by the party creating such data. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.
- 13. 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.

14. 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.

15. TERMINATION

- a. Termination for Cause. If 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 thirty (30) working days, or, if the nature of the violation is such that it cannot be corrected in thirty (30) days, to commence correction within thirty (30) days then proceed with diligence to full correction. If the failure or violation is not so corrected, this Agreement may be terminated the following quarter by written notice of the aggrieved party to the other.
- b. Termination for Convenience. Either party may terminate this Agreement for convenience upon not less than three hundred sixty five (365) days prior written notice to the non-terminating party.
- c. Termination for Change in Funding. In the event funding to either party from state, federal, or other sources is withdrawn, reduced, or limited in a manner that materially affects the party's ability to perform under this Agreement, the party may terminate this Agreement with ninety (90) days written notice, subject to renegotiation under those new funding limitations and conditions.
- d. If the Agreement is terminated for any reason, the parties will engage in dispute resolution as provided in Section 16, below, to determine what amounts, if any, shall be owing between the parties.
- e. If the Agreement is terminated for any reason, the parties will cooperate to allow any cohort admitted and on track to graduate at the time of such termination to complete the program.

16. DISPUTES. 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 mutually agreed upon single arbitrator. The arbitrator shall review the facts, contract terms and applicable statutes and rules and make a determination of the dispute. The determination of the arbitrator shall be final and binding on the parties hereto. If the parties are unable to agree upon a single arbitrator, each party to this Agreement shall appoint one member to a Dispute Panel. The members so appointed shall jointly appoint an additional member to the Dispute Panel. The Dispute Panel shall have the same authority as the single arbitrator to review the facts, contract terms and applicable statutes and rules and make a final and binding determination of the dispute. The parties agree to share the costs of any such arbitration equally.

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.

17. GOVERNANCE. This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington, including 39.34 RCW 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. any provisions of this Agreement, including attachments and materials incorporated by reference.

18. **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.
19. **WAIVER.** A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercising 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.
20. **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.
21. **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.
22. **CONTRACT ADMINISTRATION.** A designated contract administrator 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 administrators shall be those persons designated in the section herein entitled "Billing Procedures" unless and until other contract administrators are designated in writing.
23. **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

OLYMPIC COLLEGE

By: _____

Name: Dr. Daniel J. Bernardo

Title: Provost and Executive Vice President

Date: _____

Approved by:

By: _____

Name: Stacy M. Pearson

Title: VP for Finance and Administration

Date: _____

Approved by:

By: _____

Name: Mary Rezac

Title: Dean, Voiland College

Date: _____

Approved As To Form

Assistant Attorney General Date
Attorney for WSU

Recommended by:

By: _____

Name: _____

Title: _____

Date: _____

Approved by:

By: _____

Name: _____

Title: _____

Date: _____

Approved As To Form

Assistant Attorney General Date
Attorney for OC