

**WESTERN WASHINGTON UNIVERSITY
ITEM SUBMITTED TO THE BOARD OF TRUSTEES**

TO: Members of the Board of Trustees

FROM: President Sabah Randhawa on behalf of Provost Brent Carbajal

DATE: Friday, December 15, 2017

SUBJECT: **Approval of the Interlocal Agreement between the Department of Ecology and WWU**

PURPOSE: Action Item

Purpose of Submittal:

To obtain approval from the Board for an interlocal agreement between the Department of Ecology and Western Washington University.

Proposed Motion:

MOVED, that the Board of Trustees of Western Washington University, upon recommendation of the President, approve the Interlocal Agreement between the Department of Ecology and Western Washington University as proposed in the attached.

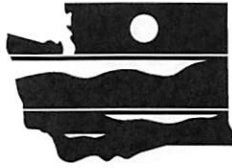
Points to Consider:

- This is a continuation of an interlocal agreement from 2015.
- This new agreement invokes the Interlocal Cooperation Act (39.34 RCW), which requires Board approval.

Supporting Information:

This is an ongoing project which started in 2015, and now requires approval by the Board of Trustees. Nothing about the agreement is changing, but we are asking for a renewal including it being funded again as it was.

The Department of Ecology continuing funding for a faculty member for work that is already ongoing.



DEPARTMENT OF
ECOLOGY
State of Washington

IAA No. C1800071

INTERAGENCY AGREEMENT (IAA)

BETWEEN

THE STATE OF WASHINGTON, DEPARTMENT OF ECOLOGY

AND

WESTERN WASHINGTON UNIVERSITY

THIS INTERAGENCY AGREEMENT ("Agreement" or "IAA") is made and entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY," and Western Washington University hereinafter referred to as the "WWU," pursuant to the authority granted by Chapter 39.34 RCW.

THE PURPOSE OF THIS AGREEMENT is to offer and schedule WWU undergraduate courses using Huxley College's Science and Management of Contaminated Sites (SMoCS) program curriculum. The SMoCS courses will be available in the 2017-2018 and 2018-2019 academic years.

WHEREAS, ECOLOGY has legal authority through RCW 39.34 and RCW 70.105D and WWU has legal authority through RCW 28B.07 that allows each party to undertake the actions in this agreement.

THEREFORE, IT IS MUTUALLY AGREED THAT:

1) SCOPE OF WORK

WWU shall furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of the work set forth in Appendix A, Statement of Work and Budget, attached hereto and incorporated herein.

2) PERIOD OF PERFORMANCE

The period of performance of this IAA shall commence upon the date of Ecology's signature and be completed by **June 30, 2019**, unless terminated sooner as provided herein. Amendments extending the period of performance, if any, shall be at the sole discretion of ECOLOGY.

3) COMPENSATION

Compensation for the work provided in accordance with this IAA has been established under the terms of RCW 39.34.130 and RCW 39.26.180(3). This is a performance-based agreement, in which payment is based on the successful completion of expected deliverables.

The source of funds for this IAA is the Environmental Legacy Stewardship (ELSA) account.

The parties have determined that the cost of accomplishing the work identified herein will not exceed \$100,000.00, including any indirect charges. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree via an amendment to a higher amount. Compensation for services shall be based on the terms and tasks set forth in Appendix A, Statement of Work and Budget. ECOLOGY will not make payment until it has reviewed and accepted the completed work.

4) BILLING AND PAYMENT PROCEDURE

Payment requests accompanied by a progress report shall be submitted on state form, Invoice Voucher A19-1A. Invoices shall describe and document to ECOLOGY's satisfaction a description of the work performed, the progress of the work, and related costs. Each invoice voucher shall reference the Agreement (IAA) number and clearly identify those items that relate to performance under this Agreement. Payment will be made within thirty (30) days of submission of a properly completed invoice (form A19-1A) with supportive documentation. All expenses invoiced shall be supported with copies of invoices paid.

Send invoices to:

State of Washington Department of Ecology Attn: Angela Harkins P.O. Box 47600 Olympia, WA 98504-7600
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Payment requests accompanied by a progress report shall be submitted on a monthly or quarterly basis. Upon expiration of this Agreement, any claim for payment not already made shall be submitted to ECOLOGY within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

Payment will be issued through Washington State's Department of Enterprise Services Statewide Payee Desk. To receive payment you must be registered as a state-wide vendor. To register submit a state-wide vendor registration form and an IRS W-9 form at website, <http://www.des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>. If you have questions about the vendor registration process you can contact DES at the Payee Help Desk at (360) 407-8180 or email payeehelpdesk@watech.wa.gov.

5) ALTERATIONS AND AMENDMENTS

This Agreement may be 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.

6) ASSIGNMENT

The work to be provided under this Agreement, and any claim arising thereunder, 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.

7) ASSURANCES

Parties to this Agreement agree that all activity pursuant to this agreement will be in accordance with all the applicable current federal, state, and local laws, rules, and regulations.

8) CONFORMANCE

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

9) DISPUTES

Parties to this Agreement shall employ every effort to resolve a dispute themselves without resorting to litigation. In the event that a dispute arises under this Agreement that cannot be resolved among the parties, it shall be determined by a Dispute Board in the following manner. Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms, and applicable statutes and rules, and then make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto, unless restricted by law. The cost of resolution will be borne by each party paying its own cost. As an alternative to this process, if state agencies, 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. The parties may mutually agree to a different dispute resolution process.

10) FUNDING AVAILABILITY

ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, for convenience or to renegotiate the Agreement subject to new funding limitations and conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the CONTRACTOR through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the CONTRACTOR. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the agreement and any amendments.

11) GOVERNING LAW AND VENUE

This Agreement 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. This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

12) 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.

13) ORDER OF PRECEDENCE

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 federal and state of Washington statutes, regulations, and rules.
- b. Mutually agreed upon written amendments to this Agreement.
- c. This Agreement, number C1800071.
- d. Appendix A, Statement of Work and Budget.
 - Any other provisions or term of this Agreement, including materials incorporated by reference or otherwise incorporated.

14) RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) 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 years after expiration of this Agreement 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 subject to state public disclosure laws.

15) RESPONSIBILITIES OF THE PARTIES

Each party of this Agreement hereby assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omissions on the part of itself, its employees, its officers, and its agents. Neither party will be considered the agent of the other party to this Agreement.

16) RIGHTS IN DATA

Unless otherwise provided, data which originates from this Agreement shall be "work made for hire" as defined by the United States Copyright Act, Title 17 U.S.C. section 101 and shall be owned by state of Washington, ECOLOGY. 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.

17) 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.

18) SUBCONTRACTORS

WWU agrees to take complete responsibility for all actions of any Subcontractor used under this Agreement for the performance. When federal funding is involved there will be additional subcontractor requirements and reporting.

Prior to performance, all subcontractor who will be performing services under this Agreement must be identified, including their name, the nature of services to be performed, address, telephone, WA State Department of Revenue Registration Tax number (UBI), federal tax identification number (TIN), and anticipated dollar value of each subcontract. Provide such information to ECOLOGY's agreement manager.

19) 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 fifteen (15) business days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

20) TERMINATION FOR CONVENIENCE

Either party may terminate this Agreement without cause upon thirty (30) calendar day 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.

21) 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 written amendment to this Agreement signed by an authorized representative of the parties.

22) AGREEMENT MANAGEMENT

The representative for each of the parties shall be responsible for and shall be the contact person for all communications, notifications, and billings questions regarding the performance of this Agreement. The parties agree that if there is a change in representatives that they will promptly notify the other party in writing of such change, such changes do not need an amendment.

The ECOLOGY Representative is:	The WWU Representative is:
Name: Dawn Hooper Address: Department of Ecology Toxics Cleanup Program PO Box 47600 Olympia, Washington 98504 Phone: 360-407-7182 Email: dhoo461@ecy.wa.gov	Name: Dr. Ruth Sofield Address: Huxley College of the Environment – Western Washington University 316 High Street Mail Stop Bellingham, Washington 98225 Phone: 360-650-2181 Email: ruth.sofield@wwu.edu

State of Washington, Department of Ecology
IAA No. C1800071
Western Washington University

23) ALL WRITINGS CONTAINED HEREIN

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.

The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement.

IN WITNESS WHEREOF, the parties below, having read this Agreement in its entirety, including all attachments, do agree in each and every particular as indicated by their below signatures.

**State of Washington
Department of Ecology**

Western Washington University

By: _____

Signature

Date

By: _____

Signature

Date

Jim Pendowski

Print Name:

Toxics Cleanup Program Manager

Title:

Approved as to form only:
Office of Attorney General

APPENDIX A STATEMENT OF WORK AND BUDGET

PROJECT DESCRIPTION

Huxley College of the Environment at Western Washington University will offer and support a series of courses entitled *The Science and Management of Contaminated Sites* (SMoCS) that will provide undergraduate students with the knowledge and skills to transition from a theoretical knowledge of contaminated site science, management and communication to working on real sites and situations in a professional setting.

The students enrolled in these classes will have the necessary background and a foundation of professional interactions to quickly build focused knowledge and should enter the workforce better prepared for the trans-disciplinary challenges associated with environmental issues. These courses combine science with communication through partnership with the Huxley-based environmental journalism program. Teaming up helps the science oriented student learn how to communicate about their technical information and work, while the journalism students learn how to understand and explain the science of cleanup.

The Department of Ecology and Western Washington University have worked collaboratively on these classes since 2010. The overarching goal is to educate a targeted group of students who are likely to stay in Washington State to practice their profession and are likely to work in one of the professional sectors where contaminated site cleanup is a focus.

PROJECT TASKS

Task 1 (A/B/C) – Organize and Deliver and Assess SMoCS Courses

Objective: Conduct (SMoCS) courses each quarter. Objective of the course is to teach students about science and management of contaminated sites. This course is a mix of lectures provided by professors (Task 1A), guest lectures (Task 1B), and, group work (Task 1C). These courses are designed to provide students with the knowledge and skills to transition from a theoretical knowledge to working on real sites and situations in their professional careers.

Task 1A – Teach SMoCS Course Curriculum

Objective: Qualified faculty identified by Western Washington University (WWU) will present and teach four (4) courses each year (two per quarter) to up to twenty-one (21) students. A Teaching Assistant (TA) will also be hired to aid in class organization and instruction.

Task 1A Deliverables:

- 1) Copy of each class syllabi is due to Ecology two (2) weeks after classes start in winter and spring quarter of each year.
- 2) The number of students completing each class is due to Ecology two (2) weeks after classes end for the same periods.
- 3) An Assessment of student learning report due to Ecology by June 30, 2019.

Task 1B – Guest Speakers

Objective: In addition to technical lectures described in Task 1A, the courses include guest lectures by professionals who are typically engaged in planning or conducting a cleanup. This may include Ecology, Potentially Liable Parties (PLPs), contractors, attorneys, tribal representatives, and others. Huxley will engage up to seven (7) speakers to present topic specific lectures related to the cleanup and management of contaminated sites. In addition to the benefits of the lecture, the guest speaker events give students opportunities to meet and interact with professionals working in environmental disciplines. Guest speakers complement the course curriculum (task 1A) by providing a diverse and practical perspective on how the curriculum is practiced in the real world.

Task 1B Deliverable:

- 1) Listing of available and secured guest speakers to present is due to Ecology two (2) weeks after classes end in both winter and spring quarter of each year.

Task 1C – Student Projects

Objective: Students will propose and conduct group and/or individual projects related to course objectives. Projects begin approximately in March/April of each year and could continue through the summer or fall of each year. These projects range from research, developing technical presentations, creating comic books to present environmental cleanup information for the public, documentary videos, etc.

Task 1C Deliverable:

- 1) A summary of the student projects completed is due to Ecology two (2) weeks after classes end in winter and spring quarter of each year or after the project is completed.

Task 2 – Applied Learning (Conferences, Presentations and Field Trips)

Students and Professors attend relevant conferences or training workshops to present research and learn from other professionals. All Students and faculty will be offered opportunities to attend conferences or training workshops that complement the SMOCS curriculum. Students and faculty will also participate in up to three (3) field trips to active Ecology project sites which will also compliment the SMOCS curriculum.

Task 2 Deliverable:

- 1) A summary of the conferences/workshops/field trips attended along with number of students/faculty.
- 2) A list of presentations conducted at attended conferences will be provided to Ecology two (2) weeks after the classes end in winter and spring quarter of each year.

Task 3 Overall Project Deliverables:

- 1) Progress reports will be submitted with each invoice.
- 2) WWU will summarize the success of the classes using the SMOCS Outcomes Assessments Plan that was previously developed and provided to Ecology in January of 2012.
 - a. An interim report on student learning for the 2018 classes will be provided to Ecology by July 15, 2018. A subset of the student learning outcomes will be evaluated.
 - b. A final report on student learning for the 2018 and 2019 classes will be provided to Ecology by June 30, 2019. A subset of the student learning outcomes will be evaluated.

BUDGET:

SMoCS Curriculum at Huxley College

TASK	BUDGET		
	Year 1	Year 2	Total
Task 1A Teach and Assess SMOCS Curriculum	\$26,896	\$27,705	\$54,601
Task 1B Guest Speakers	\$1,200	\$1,200	\$2,400
Task 1C Student Projects	\$4,500	\$4,500	\$9,000
Task 2 Applied Learning	\$5,900	\$5,975	\$11,875
Task 3 Overall Project Deliverables	\$7,205	\$7,511	\$14,716
Facilities and Administrative Fees	\$3,656	\$3,751	\$7,407
TOTAL BUDGET	\$49,357	\$50,642	\$99,999

* Funding may be shifted between the tasks with Ecology's prior written approval.