PIERCE COLLEGE
FACILITY USE AGREEMENT
for
Central Washington University

This Agreement is entered into by and between Central Washington University, hereinafter referred to as “CWU”, and Pierce College District, hereinafter referred to as “Pierce”, to define the terms of the facility use agreement for both the Ft. Steilacoom and Puyallup campus to include classrooms and office spaces. In addition, this agreement will articulate the programs and student services that will be provided.

An inter-institutional operations committee shall be appointed and charged with implementation of the programmatic and student support services decisions of the institutions for this higher education facility.

SECTION I: MUTUAL BENEFITS

Given the mutual benefits to be realized for students and staff of the two institutions, the underlying principles of this agreement emphasize collaboration – rather than a “landlord/tenant” relationship. Among these shared benefits are the following:

- To expand and coordinate the delivery of undergraduate and graduate level programs to students in the Pierce county area.
- Interaction among Pierce and CWU faculty regarding research, educational program design, industry trends, and other matters of mutual interest.
- Enhanced student recruitment, focusing on educational opportunities offered through the collaboration.
- Shared resource acquisition, where possible.
- Shared faculty recruitment pools.
- Support (library, student services, computing services) for CWU offerings; improved utilization of Pierce facilities and services, particularly in evening hours.

SECTION II: PROJECT COORDINATION

Both parties recognize the importance of consistent coordination in managing the inter-institutional partnership proposed here. To that end, the parties agree specifically to the following:

- Single point of contact
  Though open and continuous communication among all CWU and Pierce staff is
encouraged, both institutions agree to name a single point of contact to provide a clearinghouse function for information-sharing, clarification, and inquiries regarding issues and/or services related to this collaborative partnership.

- For Pierce, the contact will be the Vice President for Administrative Services.
- For CWU, the contact will be the Assistant to the Provost for University Centers and Community College Relations.

SECTION III: PROJECT STATEMENT

CWU agrees to provide to Pierce $350,000 to be used by Pierce to offset CWU’s current and future space rental costs at the Pierce-Ft. Steilacoom campus for a period of 20 years to begin July 1, 2003 and expire on June 30, 2023. Space will be provided at the Pierce-Ft. Steilacoom campus for CWU’s center operations, which include classrooms, faculty and staff offices and distance education delivery.

CWU agrees to pay Pierce for current space rental costs at the Pierce-Puyallup campus for the fiscal year period July 1, 2003 through June 30, 2004 for classrooms, faculty offices and distance education delivery, in the amount of $6,500. The rental amount will be reviewed March 2004 and adjusted, if needed, with the anticipated move to the new Pierce-Puyallup building.

Pierce agrees to provide, at no cost, certain facilities and services as outlined in section VIII - Facilities, subsection E - Space Utilization and seeks primarily to obtain reimbursement of its direct, added costs.

SECTION IV: TERMS

A. Duration of Agreement

1. Pierce-Ft. Steilacoom period of performance of this Agreement will be July 1, 2003 through June 30, 2023 and may be extended for up to an additional five years at the end of the eighteenth fiscal year, June 30, 2021. Any such renewal shall provide for a similar renewal option two years prior to the new Agreement termination. The intent of this renewal clause is to assure both parties that there will be a two-year notice prior to any contract termination for the Pierce-Ft. Steilacoom agreement.

2. Pierce-Puyallup period of performance of this Agreement will be July 1, 2003 through June 30, 2004 and will be reviewed March 2004 and adjusted as needed. In the absence of any written renewal, this Agreement for Pierce-Puyallup shall automatically extend for one additional year on the option date, unless otherwise indicated in writing by either party.

3. Both institutions will meet at least annually to review the terms of this Agreement and make appropriate changes in writing and signed by both parties.
B. Payment
Any and all payments provided for herein when made to Pierce by CWU shall release CWU from any obligation therefore to any other party or assignee.

C. Assignment/Sublease
CWU shall not assign this agreement nor sublet the premises without mutual agreement, and shall not permit the use of the premises by anyone other than Pierce, such assignee or sub lessee, and the agents and servants of CWU, assignee or sub lessee.

D. Termination
Rights of termination shall be:

1. By mutual written agreement of Pierce and CWU. Termination under this provision may be immediate or on a date certain if the parties so agree. Nothing in this agreement shall be construed to prohibit the parties to sign a new and superseding agreement, as changed conditions shall warrant.

2. By CWU for non-appropriation of funds to CWU centers. Termination under this provision may be made only in writing to Pierce at least 30 days prior to the start of any biennium funding period. Termination under this provision shall be effective at the end of the current funding period.

SECTION V: ACADEMIC PROGRAMS

A. Course and Degree Offerings
Central Washington University will have first priority for offering upper division and graduate courses on the Ft. Steilacoom and Puyallup campuses. In the event that CWU is not able to offer certain upper division programs and courses, Pierce may work in concert with other four-year institutions to provide such programs and courses.

SECTION VI: STUDENT PROGRAMS

In general, CWU students will have the same access to all facilities (including labs) and services as Pierce students, provided CWU students have paid any fees associated with those services. Current fees include:

A. Technology Fees
CWU will reimburse Pierce $35.00 per FTE on a quarterly basis for students enrolled through Pierce. Should Pierce College student government vote an increase in this fee, CWU will reimburse Pierce College at the increased rate. The technology fees are intended to support computer lab assistants, supplies for the computer labs and replacement dollars for computer technology.

B. Student Activities Fees
CWU will request directing a portion of the student fees currently paid to CWU’s S&A fund by CWU students to Pierce S&A committee. Once defined, an addendum covering the new agreement for student service fees will be executed. Activities may include but
are not limited to: clubs; trips; events; lectures; game room/student lounge; performing arts; intramurals; student publications; learning resource center; weight room; gym; and bookstore.

SECTION VII: SUPPORT SERVICES

A. Instructional Computing Access
1. Pierce Institutional Technology will provide the same drop-in services to CWU faculty, staff, and students as are provided to Pierce faculty, staff and students. Pierce will honor CWU's ID staff and faculty cards for use in Pierce facilities. On payment of appropriate fees, CWU students will be provided with Pierce account names and passwords.

2. Pierce will bill CWU and CWU will pay Pierce an amount equal to current Pierce student technology-access fees per student enrollment for courses requiring computer lab use. Payment of these fees will entitle those students to a Pierce account name and password. CWU students who are not enrolled in a lab-dependent course may purchase lab account names and passwords at the applicable current Pierce quarterly rates as published in the Pierce Quarterly Class Schedule.

B. Telephone
CWU agrees to reimburse Pierce for all long distance calls made on the SCAN network. CWU will be responsible for all telephone charges related to its own activities.

C. Central Support
CWU agrees to reimburse Pierce at the prevailing rates for all postage, reproduction, printing and supplies that are provided by Pierce. Pierce will bill CWU on a quarterly basis for services at the same rate that Pierce departments are billed. Pierce will provide an itemized billing for postage, reproduction, printing and supplies not more than 30 days following the end of each academic quarter.

D. Library
To insure adequate research and instructional materials are readily accessible to CWU-Pierce Ft. Steilacoom/Puyallup center students and faculty, the CWU Library provides remote checkout services and local support for a variety of online and print resources from the main and SeaTac campuses. Pierce faculty and students shall have access through the Pierce library to the CWU core collection of print resources located on the CWU main campus library. Periodic assessments of CWU and Pierce library use by students and faculty of both institutions will be undertaken jointly to determine the impact on personnel and services.

E. Bookstore
CWU students will primarily access the CWU University Store on-line sales program for retail instructional materials and general merchandise directly from the Ellensburg campus.
F. Food Service
CWU agrees to use the Pierce food service company when the service is available and follow the guidelines established by that company for off-campus food services. The food service company will bill CWU on a per event basis at the same rate charged to Pierce departments.

SECTION VIII: FACILITIES

A. Building Maintenance
1. Pierce maintenance obligations for the entire CWU space shall include: mechanical; electrical; interior lighting (including replacement of ballast’s, starters, and fluorescent tubes as required); door locks and keys; plumbing, heating, ventilating and air conditioning systems (including replacement of filters as recommended in equipment service manual); floor coverings; window coverings; inside and outside walls (including windows); all structural portions of the building (including roof and the watertight integrity of same); porches; stairways; elevator; sidewalks; exterior lighting; parking lot (including snow removal, cleaning and restriping as required); wheel bumpers; drainage; landscaping and continuous satisfaction of all governmental requirements generally applicable to similar office building in the area (example: fire, building, energy codes and requirements to provide an architecturally barrier-free premise for handicapped people, etc).

2. Pierce shall provide building security to their established level of security services for the rest of the campus as defined in the Pierce Policies and Procedures manual.

3. Pierce shall, unless herein specified to the contrary, maintain the premises in good repair and tenantable conditions during the continuance of this agreement, except in case of damage arising from the negligence of CWU’s clients, agents or employees. For the purpose of maintaining the premises, Pierce reserves the right at reasonable times to enter and inspect the premises and to make any necessary repairs to the building.

4. As part of this agreement, Pierce shall furnish the following: real estate taxes, all property assessments, water, sewer, garbage collection together with all utilities and services as normally required in the operation of an office building and including, but not limited to adequate heat, light, electricity, air-conditioning, restroom facilities, and janitor service.

B. Fixtures
CWU shall have the right during the existence of this agreement with the written permission of Pierce (such permission shall not be unreasonably withheld), to make alterations, attach fixtures, and erect additions, structures or signs, in or upon the premises. Such alterations, fixtures, additions, structures and signs shall be authorized by CWU. Performance of any of the rights authorized above shall be conducted in compliance with all applicable governmental regulations, building codes, including obtaining any necessary permits. Any fixtures, additions or structures placed in or upon or attached to the said premises shall be and remain the property of CWU and may be removed there from by CWU upon the termination of this agreement. Any damage caused by the removal of any of the above items shall be repaired by CWU.
C. **Alterations/Improvements**

In the event CWU requires alterations/improvements during the term of this agreement, any renewals and/or modifications thereof, Pierce shall have the right to provide such services. If CWU considers Pierce's alterations/improvements costs are excessive, CWU shall have the right, but not the obligation to request and receive at least two (2) independent bids; and the alternative contractor whom Pierce shall employ and allow to provide such services for CWU in compliance with Pierce's building standards and operations procedures. This paragraph shall not be construed as precluding Pierce from receiving reimbursement from CWU for alterations/improvements required by CWU.

D. **Reimbursement for Damage to Premises**

CWU hereby agrees to reimburse Pierce for damages caused by the acts or negligence of its employees, clients and agents, but in no event shall this paragraph to be construed as diminishing Pierce's duty to make repairs as set forth in preceding paragraphs of this agreement, or as making CWU responsible for the repair of normal wear and tear.

E. **Space Utilization**

1. **Classrooms and Laboratory**
   
a) Pierce will provide classroom and laboratory spaces, storage as needed, and media equipment, subject to availability. Pierce staff agree to identify and schedule appropriate classroom and lab spaces, ensure that storage is available as needed, schedule media equipment and ensure that CWU faculty have needed keys.

b) CWU will provide all laboratory and classroom materials. When such materials are most easily obtained from Pierce stock, CWU will provide replacement supplies or direct reimbursement. CWU will provide a list of all faculty and staff who require keys.

2. **Office Spaces**

a) Pierce will provide office space and/or work stations in the CWU-Pierce Ft. Steilacoom shared university center and student service addition for up to eight faculty and staff. These offices will include standard telephones (with Pierce extension numbers and access to the Pierce switchboard) and data-port access to Pierce's network.

b) Pierce will provide office space at the Pierce-Puyallup campus for up to two faculties and the potential for one support staff office when the College Center becomes available in September 2004. These offices will include standard telephones (with Pierce extension numbers and access to the Pierce switchboard) and data-port access to Pierce's network.

c) In the future, as CWU office/classroom space utilization and services change at either the Pierce-Ft. Steilacoom and/or Pierce-Puyallup campuses, CWU and Pierce will negotiate the necessary changes prior to delivery.

3. **Instructional Computing Classrooms**
a) Pierce will provide access to existing computer labs, subject to availability, for scheduled classes and class activities. Pierce staff will identify available computer lab spaces with appropriate hardware as determined by software specifications provided by CWU. As needed and within existing Pierce Information Technology policies and procedures, Pierce technical support staff will provide consultation and support for needed modifications and software/hardware installations.

b) CWU agrees to provide any specialized computer equipment or software needed to support its program.

4. Interactive Television
   a) Pierce will provide access to interactive television facilities, subject to availability. CWU will reimburse Pierce for operator costs.
   b) CWU will provide interactive television equipment in collaboration with Pierce and share access to the ITV equipment with Pierce.

F. Parking
   1. CWU staff, faculty and students will follow the same parking rules, regulations and costs as their counterparts at Pierce. Pierce will maintain the parking facilities.
   2. CWU will inform students and staff of the need for Pierce permits and the process for obtaining them.

G. Equipment
   1. Office Equipment
      CWU agrees to provide all office equipment and office computers. Pierce will provide and install all necessary network connections and provide service related to the network connections
   2. Media Equipment and Materials
      Pierce will provide media equipment to classrooms utilized by CWU. All requests for media equipment will be processed through the Pierce Media Productions in accordance with Pierce campus practices on an availability basis. Pierce will schedule Pierce owned media materials for use in CWU classes. All requests to schedule medial materials will be processed through the Pierce Media Productions in accordance with standard campus practices.

SECTION IX: MISCELLANEOUS

A. Hold Harmless
   Both parties agree that CWU shall be responsible for the consequences of any act or failure to act on the part of itself, its employees, and agents, and Pierce shall be responsible for the consequences of any act or failure to act on the part of itself, its employees and agents. Accordingly, each party shall be held responsible for its own negligence, and each party shall indemnify and hold the other party harmless for any loss,
which results therefrom. Neither party shall assume any responsibility to the other party for the consequences of any act or failure to act of any person, firm or corporation not a part to this agreement.

B. Disaster
In the event the premises are destroyed or injured by fire, earthquake or other casualty so as to render the premises unfit for occupancy, or Pierce neglects and/or refuses to restore said premises to their former condition, then CWU may terminate this agreement and shall be reimbursed for any unearned rent or fees that have been paid. In the event said premises are partially destroyed by any of the aforesaid conditions, the rent of fees herein agreed to be paid shall be abated from the time or occurrence of such destruction or injury until the premises are again restored to their former condition, and any rent or fees paid by CWU during the period of abatement shall be credited upon the next installment of rent or fees to be paid. It is understood that the terms “abated” and “abatement” mean a prorate reduction of area unsuitable for occupancy due to casualty loss in relation to the total rented area.

C. No Guarantees
It is understood that no guarantees, expressed or implied representations, promises or statements have been made by CWU unless endorsed hereon in writing. And it is further understood that this agreement shall not be valid and binding upon the State of Washington unless same has been approved by Central Washington University, Pierce College District and approved as to form by the Office of the Attorney General.

D. Compliance with the Laws
During the course of this agreement, both parties shall comply with all Federal, State and local laws.

E. ADA Compliance
Both parties certify that they will comply with the Americans with Disabilities Act of 1990, as amended, with regard to programs, services, activities and employment practices.

F. Time
Time is of the essence in this Agreement. each, and all of its provisions in which performance is a factor.

G. Inability to Perform
This Agreement and the obligations of either party hereunder shall not be affected or impaired because the other party is unable to fulfill any of its obligations hereunder or is delayed in doing so, if such inability or delay is caused by strike, labor troubles, acts of God, or any other cause beyond the reasonable control of either party.

H. Captions
The captions and paragraph headings hereof are inserted for convenience purposes only and shall not be seemed to limit or expand the meaning of any paragraph.
I. **Partial Invalidity**  
Any provision of this Agreement which shall prove to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision hereof and such other provision shall remain in full force and effect.

J. **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.

K. **Dispute Resolution**  
Disputes will be resolved via the institutions' designated contacts. If the contacts are unable to resolve a conflict, the matter will be referred to the Presidents of each institutions or their designee, whose decision will be final.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names this 23rd day of 2003.

**CENTRAL WASHINGTON UNIVERSITY**

[Signature]

David L. Soltz  
Name

**PIERCE COLLEGE**

[Signature]

Steven L. Wall  
Name

APPROVED AS TO FORM:

AG'S SIGNATURE ON FILE

By: Assistant Attorney General