

AGREEMENT
Between
GREEN RIVER COLLEGE
And
GREEN RIVER COLLEGE FOUNDATION

This agreement is entered into by and between Green River College, College District No. 10 (“College”), and the Green River College Foundation, a nonprofit corporation (“Foundation”).

WHEREAS, the College, pursuant to RCW 28B.50.140(8), may receive such gifts, grants, conveyances, devises and bequests of real and personal property from private sources, as may be made from time to time, in trust or otherwise, whenever the terms and conditions thereof will aid in carrying out College programs; and

WHEREAS, the College has, from this express power to receive property, the implied power to solicit the same; and

WHEREAS, the College has the authority to enter into contracts for these and other lawful purposes; and

WHEREAS, the Foundation is a nonprofit corporation duly organized for such purposes as maintaining, developing, increasing, and extending the facilities and services of the College; and

WHEREAS, the Foundation is empowered to solicit and receive property and to make contributions, grants, gifts and transfers of property to the College;

NOW, THEREFORE, the parties hereby agree as follows:

I. SEPARATE OBLIGATIONS

A. The Foundation shall:

1. Expend its best efforts to seek to accrue gifts, grants, conveyances, devises, and bequests of money and real and personal property for the benefit of the College. For this purpose, it will design and implement programs and procedures to solicit and receive such money and property and also to acquire such property by purchase, lease, exchange or otherwise, all to further the purposes of the Foundation which benefit the College;

2. Comply with all applicable federal and state laws. For this purpose, the Foundation will establish rules and procedures for the management of all affairs of the Foundation in accordance with (a) the requirements for tax-exempt entities under the federal Internal Revenue

Code, including its section 501(c)(3), and (b) the laws governing charitable solicitations (e.g., chapter 19.09 RCW) and nonprofit corporations (e.g., chapter 24.03 RCW);

3. Tender to the College immediately all gifts and donations it may receive wherein the College is designated as recipient, and properly account and be responsible for all donations, which designate the Foundation as recipient;

4. Accept, hold, administer, invest and disburse such funds and properties of any kind or character as from time to time may be given to it, in accordance with the terms of such gift;

5. Make contributions, grants, gifts, and transfers of property, both real and personal, either outright or in trust, to or for the benefit of the College;

6. Use all assets and earnings of the Foundation for the benefit of the College or for payment of necessary and reasonable administrative expenses of the Foundation. No part of such assets and earnings shall accrue to the benefit of any director, officer, member, or employee of the Foundation or of any other individual, except for appropriate payment of reasonable compensation for services actually rendered or reimbursement of reasonable expenses necessarily incurred;

7. Not merge, consolidate, or change the Foundation's Articles of Incorporation during the lifetime of this agreement, without the written consent of the College;

8. Provide to the College the right to use approximately two (2) acres of Foundation land across S.E. 320th Street from the campus for a College parking lot (P15).

9. Pay to the College an amount of not less than \$28,500 per fiscal year.

B. The College shall:

1. Provide the Foundation with office space, including utilities, use of office furniture, file cabinets, and associated equipment, and warehouse space for temporary storage of donated materials and equipment;

2. Provide the Foundation with use of office machines, materials and services as reasonably required for its operation, including consumable office supplies, telephone service, postage, use of word-processing, photocopying, facsimile transmission, duplication, publication, and audio-visual equipment and services, and part-time professional and/or staff services. The time allocated to services to the Foundation shall not be full-time for any College employee.

3. For the right to use the parking lot provided by the Foundation, pay, in monthly installments not to exceed \$20,833 plus all property taxes, routine maintenance costs, and the costs of any College-desired improvements (as determined by subsequent mutual agreement).

II. ACCOUNTING AND AUDITING

To provide proper accounting and auditing for the property and services provided by each party under Article I:

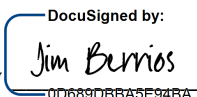
- A. Accounting and fiscal functions shall be performed by the College business office.
- B. Each fiscal year (July 1 through June 30), the College business office shall prepare a budget showing all anticipated transactions and services under this Agreement for that year, including all space and equipment, supplies, personnel, and other services the College expects to provide to the Foundation. The presidents of the Foundation and the College, and/or their designees, will review that budget.
- C. The value of all space and equipment, supplies, personnel, and other services which the College provides to the Foundation shall not exceed the total amount of \$500,000 net of payments to the college in any fiscal year. The College will regularly keep track of the space and equipment, supplies, personnel, and other services it is providing to assure that this maximum amount is not being exceeded. The College business office will annually prepare, and the presidents of the Foundation and the College and/or their designees will annually review, a post-closing summary of the transactions between the two parties to assure that this maximum has not been exceeded.
- D. The Foundation shall annually confirm to the College that it has fully complied with its obligation to expend its best efforts to seek to accrue gifts, grants, donations and endowments for the benefit of the College. For this purpose, the Foundation will list its accomplishments for the preceding year and share with the College its revenue and expense statements for the preceding year and its end-of-year balance sheet.
- E. The Foundation is a separate entity from the College, and shall be periodically audited by a reputable independent accounting firm.
- F. The College is a state institution of higher education, and shall be audited by the State Auditor's Office.
- G. The Foundation shall permit the president of the College, or the president's designee, to inspect and/or copy all Foundation books, accounts and records at all reasonable times in order to determine compliance with the commitments made in this Agreement. The president's designee may include institutional or state auditors. Nothing therein shall be deemed to affect the rights and responsibilities of the State Auditor.

III. OTHER AGREEMENTS

- A. Independent Capacity: At all times and for all purposes of this Agreement, each party shall act in an independent capacity and not as an agent or representative of the other party.
- B. No Indemnification: Each party shall be responsible for the actions and inactions of itself and its own officers, employees, and agents acting within the scope of their authority.
- C. No Assignment: This agreement is not assignable by either party, in whole or in part.
- D. Governing Law and Disputes: This Agreement shall be governed by the laws of the State of Washington. Before instituting any legal action hereunder, a party, through its president, shall meet with the president of the other party and attempt in good faith to resolve the disagreement. Venue of any action hereunder shall be in King County Superior Court.
- E. Entire Agreement: This constitutes the entire agreement of the parties, including all oral understandings, on the subject of their general and overall relationship. However, the parties may enter into other stand-alone agreements on specific subjects, such as their separate Master Radio Agreement.
- F. Modification: No alteration or modification of any term of this Agreement shall be valid unless made in writing and signed by the parties.
- G. Termination: This Agreement shall be effective for the 2019-2020 year, and continue until terminated. It may be terminated by either party only at the end of a State fiscal year, upon written notice to the other party given at least ninety (90) days in advance. However this Agreement or a successor overall agreement with the College shall be necessary for the Foundation to operate.


IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the parties on this 17th day of September, 2020.

GREEN RIVER COLLEGE
FOUNDATION

By  _____
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Jim Berrios, President
Green River College
Foundation

GREEN RIVER COLLEGE

By  _____
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Arlene Pierini, Chair
Green River College
Board of Trustees