Li’lskut Collaborative for Socio-Ecological Engagement (LiCSEE) 
Authorization Charter

I. Statement of General Purpose

The Li’lskut1 Collaborative for Socio-Ecological Engagement (LiCSEE) is university-led 
research and learning unit that operates at the Environmental Education and Research 
Center (EERC) in Saint Edward State Park. The EERC is a dedicated and recently 
renovated 2,700 square foot facility located within the boundaries of Saint Edward State 
Park (SESP), on the northeast shore of Lake Washington and approximately six miles 
from the UW Bothell campus. The facility includes a 2,000 square foot classroom and 
office space and a 700 square foot open learning area adjacent to the indoor space.

The LiCSEE hosts interdisciplinary and equity-centered place-based research and 
learning programs in the Bothell-Kenmore-Kirkland surrounding region with a broad 
reach to the surrounding urban communities. The LiCSEE’s mission is accomplished 
through UW partnered undergraduate field study, community-engaged research 
experiences and place-based creative practices, youth and family outreach and 
community science programs, and co-curricular partnerships with K-12 schools.

Because LiCSEE operates at the EERC in SESP, it provides unique opportunities for 
faculty and students to engage in place-based research and learning, complementing other 
experiences that take place in several natural areas within proximity of the UW Bothell 
campus. These places, located in urban and suburban settings within King County, are 
currently at different stages of restoration and have varying ecological characteristics. 
Some of these assets include:

- The UW Bothell/Cascadia wetland (campus) a restored floodplain with a salmon-
bearing stream containing viable populations of salmon species;
- The Sarah Simonds Green Conservatory (campus) a 2,800 square foot complex on 
  the western edge of the wetland that houses a 1,600 square foot greenhouse, 
  classroom, and support space for education, research, and public outreach with 
  raised beds for demonstration of native plantings and experimental plots, as well 
  as facilities for raising native plants for the ongoing management of the wetland;
- The North Creek Forest (1 mile from campus) a 64-acre upland conifer forest 
  with nine wetlands and seven streams, a giant filter, and cooling and cleaning 
  water for salmon;
- The Sammamish River (1.5 miles from campus) a 14-mile river draining Lake 
  Sammamish into Lake Washington that has been altered by anthropogenic uses;

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1 Li’lskut is an Indigenous name of a land feature on the eastern shore of Lake Washington, where Saint Edward 
State Park is currently located (see Aterman, 1922). The faculty committee that oversees the Collaborative 
formation process is currently consulting Indigenous leaders in the region about the use of this name and whether 
it is appropriate. If there are no issues with its use, the Collaborative will adopt this name. In the event of any 
dispute, claim, question, or disagreement with local Tribes arising from the use of this word, the name will be 
dropped, and the center will only be referred to as “Collaborative for Socio-Ecological Engagement (CSEE).
from the city of Bothell to the city of Kenmore and cuts a curvy path through wetlands, parklands, and riverside neighborhoods; and

- The former Wayne Park (1.8 miles from campus) a former golf course that the city of Bothell is restoring to natural habitat, encompasses 36 acres and 4,500 feet of threatened Chinook salmon riparian habitat along the Sammamish River.

SESP is unique in this region because of the integrity and diversity of its natural ecosystems including healthy upland and riparian forests, open fields, wetlands, streams, and the longest undeveloped lakeshore on Lake Washington. With about 500,000 visitors annually, it is the third most heavily visited park in the Washington State Parks system. Located in the rapidly growing, increasingly urban and diverse Northshore area, Washington State Parks classifies SESP as an Urban Gateway Park. Its proximity to urban communities makes SESP an ideal site at which to develop equity and justice-centered connections with nature, environmental teaching and learning, and community-engaged research. The LiCSEE at the EERC encourages a reimagining of the SESP landscape as a living laboratory where experience transforms learning and stewardship takes root.

The LiCSEE will build on an ongoing partnership (Appendix IV includes the existing interagency agreement) between Washington State Parks and UW Bothell that aims to bring research, teaching, learning, and other programmatic resources of the university into community and educational contexts to the EERC’s physical space and SESP landscape.

II. Congruence with University Role and Mission

UW Bothell’s mission states that we provide access to excellence in higher education through innovative and creative curricula, interdisciplinary teaching and research, and a dynamic community of multicultural learning. The LiCSEE provides an opportunity to advance this mission within a living laboratory at SESP.

The work of faculty and staff of the LiCSEE addresses critical strategic priorities outlined in UW Bothell’s strategic plan and mission. Specifically, we embark on outreach, educational, and research projects that center equity and diversity within a multi-cultural context, enhance community and campus engagement, and help advance inter/cross-disciplinary teaching and scholarship. Socio-ecological research and education opportunities offered through the LiCSEE at the EERC is focused on underserved populations and supports understanding and collaboration across disciplines, cultures, and beliefs, while advocating for socio-ecological sustainability and justice.

By providing opportunities for collaboration among the local Puget Sound community residents, non-profits, indigenous communities, local governments, scholars, students, and academic institutions, the LiCSEE conveys UW Bothell’s commitment to community engagement and inter/cross-disciplinary teaching and scholarship. The LiCSEE has a strong community co-design focus on projects conceptualized by students, staff, and faculty as well as by the community at large. Campus engagement for faculty and
students is fostered by their involvement in coursework, research, and community engagement at the LiCSEE. Courses offered through the LiCSEE by faculty from multiple schools, including courses co-designed by cross-disciplinary teams of faculty, will be taught on-site at the EERC. Thus, the LiCSEE supports intellectual contributions that transcend the boundaries of traditional academic disciplines and enhances the educational experience of the community at large. These commitments serve as guiding principles for projects that the LiCSEE pursues, the methodologies it uses, and the audiences with whom it communicates findings.

Sustainability has been central to UW Bothell since moving to the current campus location over 20 years ago and affects our ideals and values. Among the many accolades, UW Bothell received the 2022 Excellence & Innovation Award for Sustainability and Sustainable Development from the American Association of State Colleges and Universities. This national award honors higher education institutions that demonstrate a clear commitment to advancing environmental sustainability and sustainable development in their policies, practices and/or curricula. The LiCSEE allows the campus to continue strengthening our commitment to both social and environmental sustainability with additional curricular, community engagement, and research opportunities.

III. Institutional Capabilities for Implementing the Unit

Owing to the recognized opportunities to attain equity, diversity, inclusion, justice, inter/cross-disciplinarity, and community-based learning, one of main purposes of the LiCSEE is to advance student learning across environmental fields in ways that enable engagement in environmental and sustainability-oriented projects and ways of living.

The LiCSEE emphasizes and continually develops special capabilities for:

- **Developing opportunities for inter/cross-disciplinary research that centers on major local-to-global socio-environmental issues including climate change, biodiversity conservation, and social and environmental justice.** The LiCSEE will leverage existing connections with the Goodlad Institute, CBIT, and other academic units at UW Bothell and the tri-campus to find opportunities for inter/cross-disciplinary collaboration.

- **Collaborating with Washington State Parks staff to develop environmental interpretation and education programming for SESP.** Working relationships between UW Bothell and Washington State Parks will be administered by the Office of Planning and Administration, with support of Facilities Services and Campus Operations, Campus Safety, Information Technology, Budget and Planning, and Academic Affairs.

- **Collaborating with universities, schools, Tribes, and community organizations to partner on community-engaged collaborations and educational curricula and co-curricula.** The LiCSEE will leverage existing resources and connections from UW Bothell’s Office of Connected Learning and UW’s Center for American Indian and Indigenous Studies (CAIIS) to support these collaborations.
Designing, assessing, and sharing best practices for learning in informal, non-traditional outdoor settings at K-12 and undergraduate levels. The LiCSEE will leverage existing connections with the Goodlad Institute of Educational Renewal to implement programs that are aligned with the Institute's mission and programmatic resources.

IV. Administrative Structure, Reporting Relationships, and Operating Policies

A. Administrative Home. The LiCSEE is housed and administered at the campus level at the UW Bothell within the Division of Academic Affairs.

B. Major LiCSEE Activities. The LiCSEE’s authorized activities include, but are not limited to:

1. Conducting externally-funded projects. The LiCSEE will pursue grants and contracts associated with its mission and goals.
2. Fundraising. Gifts to support the LiCSEE may be solicited following the policies of the University of Washington Foundation.
3. Offering fee-based courses, programs, and projects. Such courses and programs will conform with campus and UW policies on fee-based courses, programs, and projects.
4. Offering courses for UW Bothell credit in conjunction with any of the academic programs at UW or UW Bothell. All courses will be approved and scheduled following program and faculty governance procedures.
5. Professional development and mentoring. Tenure-track, teaching-track, and research staff affiliated with the LiCSEE will be supported through mentoring relations and professional development opportunities directed toward building scholarly programs.

C. LiCSEE’s Structure. The internal structure of the LiCSEE will depend on the extent of its funded activities. The structure includes:

1. Executive Director: The Vice Chancellor for Academic Affairs (VCAA) will appoint the Executive Director (ED) of the LiCSEE for a five-year term. In the event of a conflict of interest, the Chancellor will make the appointment. In the case the ED is a faculty member at UW Bothell, the Directorship will include three annual course releases (UW Bothell internal course buyout rate) provided by the VCAA’s office to fulfill all Director responsibilities.

If funds are available, the LiCSEE will provide the ED with up to one-month summer salary for administrative work, submitting research proposals, and/or curriculum development directly associated with the Collaborative’s mission.

The ED may receive additional course releases (UW Bothell external course buyout rate) and/or summer salary per designated external funding if available.
The ED is responsible for overall leadership for the LiCSEE, including:

- Provide strategic direction for vision of the LiCSEE, ensuring strong diversity, equity, inclusion, justice, and programmatic integration.
- Advance inter/cross-disciplinary teaching and scholarship at SESP, assisting with the recruitment of faculty from a variety of schools and disciplines to engage through teaching, research, and community engagement.
- Develop long-term funding for the LiCSEE, including applying for grants and other sources of revenue.
- Work closely with the Advisory Council (AC) on overall strategy and tactical plans for the LiCSEE.
- Work with other LiCSEE staff and UW faculty & staff to develop and sustain community, tribal, and K-12 partnerships at SESP.
- Develop a speaker series hosted at the EERC.
- Work closely with the Program Manager (PM) to supervise the LiCSEE’s programs and activities.
- Work closely with designated staff support for human resources, purchasing, and other fiscal and administrative issues necessary for the LiCSEE.

The ED, and, as the LICSEE grows, other senior administrative employees will hold formally established university positions. Their appointments will be in regular UW schools or research units and their work should be compensated through the LiCSEE’s resources based on the size and scope of the LiCSEE’s activities and the individual’s responsibilities.

2. **Program Manager**: The PM is hired through a competitive professional staff search following standard protocols for this type of position in relation to other academic units. The PM reports to the ED. Financial support for the PM will be provided by the VCAA’s office to fulfill all the management responsibilities for the duration of the authorization (Please see Section VI).

The PM is responsible for the day-to-day operations of the LICSEE, including:

- Develop and support new environmental community-engaged programs for the LiCSEE in collaboration with UW Bothell faculty and staff and community partners.
- Develop and maintain partnerships with area K-12 schools and expand and cultivate the array of other LiCSEE partners for co-curricular opportunities.
- Assist the ED with funding strategies, including applying for grants for the LiCSEE.
- Create and maintain website and social media accounts for the LiCSEE.
- Organize and run community and community science events at the LiCSEE.
● Oversee UW Bothell student assistants, interns, and community volunteers who are based at the LiCSEE.
● Work with faculty and UW Bothell staff in scheduling classes and meetings at the LiCSEE.
● Work with faculty and students on interpretation projects and materials at the EERC and SESP.
● Other LiCSEE duties as applicable.

3. **Fiscal Administration:** The LiCSEE’s fiscal administration will be supported by 0.15 FTE from the Office of Sponsored Research within the Division of Academic Affairs or from other centers at UW Bothell. As LiCSEE grows, fiscal administration support will increase until the Collaborative becomes self-sufficient. Fiscal administration support includes all hiring, compliance, and fiscal operations for the LiCSEE, along with budget management, consistent with university and campus policies and provisions.

4. **Joint Faculty and Community Advisory Council (AC):** The AC consists of up to 5 faculty members and up to eight community members (local governments, Tribes, K-12 schools, non-profits, local business). The AC actively participates in strategic advising for the LiCSEE. AC members will serve two-year terms with the possibility for one reappointment. The Vice Chancellor of Academic Affairs will appoint faculty members to the AC. ED is ex-officio member of the AC.

Faculty AC members may or may not have active or previous grants within the LICSEE. Faculty AC members include one member from each of the schools at UW Bothell. At least three faculty members should be from the tenure-track, two of the faculty members should be from the teaching track and at least two from the junior ranks. Faculty AC members who are on nine-month appointments receive summer stipends to participate in administrative meetings and programming development. The AC will actively seek participation of 4 tribal members representing different Tribes in WA State. The AC will prioritize building relationships with Tribes to recruit members rather than opportunistically finding members that are willing to serve. Engaged tribal participation will be key to the success of the Collaborative’s mission, a condition that aligns with UWB’s mission of multi-cultural engagement.

5. **Philanthropic Council (PC):** The PC consists of up to 10 community members and corporate partners who are annual donors to the LiCSEE. The PC actively participates in fundraising and partnership building for the LiCSEE. PC members will serve two-year terms with the possibility for one reappointment. ED and PM are ex-officio members of the PC.

6. **Faculty Associates:** The ED and AC shall establish criteria for naming individuals as Faculty Associates and be responsible for approving these appointments. Principal investigators who hold a faculty appointment at UW and
submit grants through the LiCSEE will be automatically appointed as Faculty Associates.

As the LICSEE grows, Faculty Associates may receive support with grant preparation and management depending on staff resources. Remuneration may or may not be associated with a Faculty Associate and collaborator appointments depending on the LiCSEE’s funding.

7. **Other LiCSEE Staff:** As the Center grows with external funding, it is expected that, when additional space and administrative staff are needed, they will be funded through indirect cost budgets of LiCSEE, along with external grants, gifts, and fee-based revenue.

D. **Charter Revisions:** The Collaborative’s Charter and policies that it may adopt to implement the Charter will be reviewed at least every five years in conjunction with UW Bothell’s procedures for reauthorizing research centers.

V. **Fiscal Control**

The LiCSEE will operate with fiscal controls consistent with general policies for authorized UW research units and any specific requirements associated with external grants and contracts. The ED is the responsible fiscal officer for administrative operations and supports staff and faculty members as they approve purchases and ensure use of funds in accordance with UW policies, funding agency requirements, and agreements associated with gift funds. The ED, in collaboration with the PM, will submit annual reports to the Chancellor that inform on the fiscal health, research and major activities of the LiCSEE, and actualization of yearly goals.

VI. **Resource Implications and Support Commitments**

The LiCSEE will rely primarily on grants, gift funds, in-kind donations, fee-based agreements, as well as associated indirect costs, to support operating costs.

Recognizing that the LiCSEE will operate the EERC at SESP, which in turn provides classroom and fieldwork spaces for the UW Bothell community along with increased recognition and marketing within the region, the Vice Chancellor of Academic Affairs will provide support for the ED’s course releases (at the approved UW Bothell internal course buyout rate) and the PM’s salary, benefits, and professional development up to a maximum of $150,000 per year for the duration of Center authorization. This support also covers some of the on-going operations costs associated with the physical space such as Internet access, communications, IT equipment, etc.

To partially support operating costs, Research Cost Recovery (RCR) funds (formerly called indirect costs) that are shared with academic units will be passed on to the LiCSEE and transferred to the LiCSEE budgets as follows:
For LiCSEE grants whose Principal Investigator holds a primary appointment at UW Bothell, 40% of the RCR funds returned to the UW Bothell campus will be allocated to the LiCSEE. Out of this allocation, the LiCSEE will retain 60% of these funds to support operational costs and will return the remaining 40% to the Principal Investigator.

For LiCSEE grants whose Principal Investigator holds a primary appointment in any other UW College or Campus, sharing of RCR returns will be negotiated on a case-by-case basis prior to submission of the grant application.

Philanthropic-sourced funds will be used on projects that seek to enhance the collective engagement with the LiCSEE, consolidate partnerships across different sectors relevant to the LiCSEE’s mission, and contribute toward advancing a shared vision for a more inclusive, equitable, and sustainable programming. Gifts that exceed $1,000 will be taxed 5% according to UW policy.

As part of supporting the UW Bothell campus’s strategic goal of inter/cross-disciplinary collaboration, the LiCSEE will seek funds through grant proposals, donations, and gifts that prioritize cross-unit collaborations across the campus and/or across the UW campuses. The LiCSEE will seek funding from multiple sources of funders including alumni, corporations, business partners, and community groups, but will aim to submit 2-3 large grant proposals ($1.5 million over the next five years) each year and expect at least one of these to be awarded.

VII. Impact on Programs, Curricula, and Other Campus Services

WA State Parks will provide, without direct cost to the LiCSEE and UWB, office and classroom space (please see Exhibit A) to support core operations of the Collaborative. Basic maintenance services including custodial services, utilities (water and electricity), and physical repairs will be covered by Parks as per the IAA agreement (please see Appendix IV). The LiCSEE will be responsible for covering Internet and communications costs (approx. $1500 per year), office operation costs (e.g., printing, postage, office supplies, mileage for staff to travel from/to UWB, etc – approx. $1000 per year), and maintenance of the physical space beyond what is considered normal wear and tear. The VCAA office will cover these operation costs during the first five years after LiCSEE receives authorization. As LiCSEE grows and becomes self-sufficient, these costs will be covered by grants and other external sources. UW administrative services that are normally available to other academic and research units at UW Bothell to support the Collaborative mission around learning and discovery will be provided at no cost to LiCSEE. Separate agreements should be established to specify the roles and responsibilities of other critical campus units in relation to LiCSEE’s work if special services are needed beyond those normally available to the UW Bothell.

LiCSEE will positively impact cross-disciplinary and equity-based learning and discovery programs that will take advantage of the EERC’s space and use Saint Edward State Park as a field site. Examples of curricula that will directly benefit from LiCSEE’s
creation include all the environment-related degrees offered at UWB such as Earth Systems Science, Environmental Studies, Conservation and Restoration Science, Biology, Science Technology and Society, Health Services, Education, among others. By relying on 21st century educational Science, Technology, Engineering, Arts, and Mathematics (STEM) models that focus on serving non-traditional students and underrepresented minorities, the LiCSEE will develop programs that will provide opportunities for connecting traditionally underrepresented groups to the outdoors through learning and discovery. The impact of these programs will be felt at local, regional, and national levels.
## APPENDIX I

Five-Year Revenue and Expense Plan for LiCSEE
For FY 2024 through 2028 (7/1/2023 - 6/30/2028)

### Revenue

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### Expenses

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APPENDIX II
Sunset Plan for the Li’lskut Collaborative for Socio-Ecological Engagement (LiCSEE)

The LiCSEE is intended to be financially self-sustaining beyond the $150,000 per year contribution from the Office of the Vice Chancellor for Academic Affairs.

A formal assessment will be conducted between years three and four. Metrics for this assessment will include, but are not limited to:

- Number and demographics of UW Bothell students enrolled in courses at the EERC facility at Saint Edward State Park in coordination with LiCSEE;
- Number and demographics of UW Bothell students participating in internships, capstones, student-faculty research, and related activities;
- Number and demographics of community members participating in LiCSEE’s programs;
- Number and inter/cross-disciplinarity of UW Bothell faculty collaborations with the LiCSEE;
- Feedback and evaluation of program from current students, graduates, faculty, community members;
- External funding and net revenue from fee-based programs and other revenue sources;
- Number of publications, news stories, and other sources acknowledging LiCSEE

If the above metrics indicate that the purpose of LiCSEE is not being met and/or fiscal sustainability is not achievable, an adjustment phase of approximately one year will be put in place to make necessary modifications to the program, including the option of scaling down the Center to cut costs. In addition to this formal evaluation and adjustment period, the AC will evaluate the metrics annually. This will prevent the need for major abrupt changes in year four.

If a complete closure of the Center is envisioned, programs developed for the LiCSEE will be phased out over a short period of time in a manner that is least disruptive for the community, UW Bothell students, and UW Bothell faculty. UW Bothell staff associated with the LiCSEE will be subject to UW layoff policies. The name LiCSEE, along with any supporting infrastructure such as electronic and other communications will be phased out. Equipment and furnishings purchased with LiCSEE funding will be transitioned to the UW Bothell campus for classroom and/or undergraduate student-faculty research, or surplused if not usable. Equipment purchased under individual faculty research grants will remain available for a faculty member’s use per their school and UW Bothell campus policies. Any remaining funds will be transferred to the Office of the Vice Chancellor for Academic Affairs after all outstanding expenses are addressed. Any remaining deficits will be addressed by the Office of the Vice Chancellor for Academic Affairs.
APPENDIX III

Compliance and Research Integrity Expectations for the Li’Iskut Collaborative for Socio-Ecological Engagement (LiCSEE)

Faculty collaborating with industry/community through the LiCSEE must be compliant with all local, State, and Federal regulations and all UW policies and procedures.

Prior to starting any project with industry/community collaborations that may include any of the following items listed below, each faculty member must complete the relevant steps as follows:

Complete Form 1460

- Contact Melissa Peterson for guidance on completion of Form 1460
- https://www.washington.edu/research/compliance/outside-professional-work-for-compensation-form-1460/

Contact CoMotion for guidance on IP

- Fiona Wills (fwills@uw.edu), Associate Vice Provost for Innovation Development & Commercialization
- https://comotion.uw.edu/

Mutual NDA forms must be in place prior to beginning the project


Funding Guidelines

Gift Funding

- https://www.washington.edu/research/policies/gift-funded-research-compliance-checklist/

Sponsored Program or Service

- https://www.washington.edu/research/osp/sponsored-program-or-service/

Regular Updates to MyFinancialDesktop

- https://finance.uw.edu/myfd/
APPENDIX IV
Inter-agency Agreement

INTERAGENCY AGREEMENT
BETWEEN
WASHINGTON STATE PARKS AND RECREATION
COMMISSION AND
UNIVERSITY OF WASHINGTON - BOTHELL

THIS AGREEMENT is made and entered into by and between the Washington State Parks and Recreation Commission, hereinafter referred to as "State Parks" and the University of Washington - Bothell, hereinafter referred to as "University" or "UWB".

IT IS THE PURPOSE OF THIS AGREEMENT to provide the Environmental and Education Research Center (EERC) and Outside Learning Center (OLA) at Saint Edward State Park (the Park) for use by the University.

ACQUISITION AUTHORITY for this agreement falls under RCW 39.34 – Interlocal Cooperation Act.

THEREFORE, IT IS MUTUALLY AGREED THAT:

STATEMENT OF WORK

State Parks will:
1. Provide the space identified as the EERC gym annex which includes the classroom/library, office, EERC storage space, and outdoor learning area as shown in Exhibit A – Outside Learning Area (OLA), meeting space, classroom and environmental study laboratory space for UWB EERC research and teaching activities as determined by the University. Shared spaces include bathrooms and EERC foyer.
2. Provide prompt review and feedback to proposed curriculum and youth/community engagement strategies, however the University will retain final decision-making authority on those issues.
3. Work with the UWB to identify and make available appropriate outdoor learning spaces at the Park for UWB EERC research and teaching activities as determined by the University.
4. Be responsible for facility maintenance and repair, including all structural matters.
5. Be responsible for securing and maintaining utilities, including paying reasonable/normal utility costs to include power, water, sewer, and garbage/recycling. If or when Parks observes costs that are not reasonable/normal, Parks will communicate promptly with the UWB Project Manager.
6. Provide janitorial service (including but not limited to vacuuming, mopping, and general cleaning) of common space areas including the restroom, outdoor learning areas, and EERC foyer.
7. Provide landscaping maintenance of installed landscaping at the Park.
8. Act as the primary liaison between UWB and the Lodge at Saint Edward Park and endeavor to address any issues that arise between UWB and the Lodge at Saint Edward Park.
10. Provide Discover Pass parking exemptions to publicly owned vehicles (those subject to RCW 46.16A.170). These include vehicles that a city, county, state, school district, or tribal government owns, leases or rents for their exclusive use, and that are being used for official business. It also includes public and private school buses and other school-
owned and operated vehicles used to transport school children to school-related activities.

11. Provide Discover Pass parking exemptions to vehicles with disabled license plates or those displaying a disabled parking placard.

12. State Parks will provide up to 50 Purple Parking Passes to UWB EERC students, faculty, or invited guests each school year. The passes will specify an expiration date and that they are only to be used by UWB EERC students, faculty, or invited guests during their classes or other programming at Saint Edward State Park.

University will:

1. Assume responsibility for operating and programming the EERC.

2. Develop and provide Environmental Education programming for equitable, inclusive, experiential, and integrated environmental education and research opportunities to all, including pre-K-12, and the wider, diverse community.

3. Provide to State Parks the EERC curriculum and programming plan, directly engaging pre-college youth, that utilizes the Park as a living laboratory [Curriculum to be provided to the Interpretive Program at interpretation@parks.wa.gov.]

4. Develop environmental education programming for park visitors, community members, and/or families, with specific attention to equity and inclusion. The amount of effort allocated to the development of this type of programming will be clearly outlined under specific scopes of work that include reasonable timelines for completion that do not interfere with the EERC’s previous commitments. The EERC will allocate between 15-20% of EERC’s overall working project time for this effort per year.

5. Provide furniture and equipment suitable for facilitating environmental education.

6. Arrange for Internet and WiFi services for the EERC office and classroom at University cost.

7. Develop a business and operation plan to manage and oversee the EERC and provide a copy to State Parks by July 31st annually. The first being provided during the summer of 2023. [Operation plan to be provided to the Park Area Manager at Lake.Sammamish@PARKS.WA.GOV]

8. Utilize the EERC space for UWB undergraduate education and research.

9. Be responsible for minor housekeeping (e.g., wipe down tables/counters) of the indoor EERC space.

10. Follow normal guidelines in requesting permits in regard to research on State Park property.

11. Follow normal guidelines for requesting permits in regard to event/camp/special activity use of State Park property.

12. Notify Parks staff if a school bus is expected for activities at least one week in advance so they can prepare.

13. Upon notification by Parks of unreasonable/abnormal utility costs to include power, water, sewer, and garbage/recycling, UWB will address or dispute the issue and any corresponding costs, and if not disputed, promptly remediate the issue.

Both Parties will:

1. Continue to work collaboratively to find ongoing funding solutions.

2. Continue to collaborate on community curriculum and site programming.

3. Maintain open communication related to park use and plans.

4. State Parks may assign agency interpretive staff to the park and EERC. When this occurs, both parties agree to share reasonable access and cooperate when scheduling
the space. Scheduling shall go through the EERC Programing Manager.
• Priority shall be given to prescheduled events and programs that have
specific timelines, depend on the use of the EERC space to be
completed, and are provided as part of the UWB EERC function.
5. Work together on review of green features and/or environmental education opportunities
within historic preservation constraints.
6. Work together on building access to include managing keys and potentially changing to
a pinpad system in the future.
7. Endeavor to maintain good working relationships between Parks and UWB EERC, and
with the Lodge at Saint Edward Park. To the extent any dispute arises between UWB
EERC and the Lodge at Saint Edward Park, UWB EERC should promptly inform Parks.

PERIOD OF PERFORMANCE
Subject to its other provisions, the period of performance of this Agreement shall commence
on or about August 15, 2022. Unless otherwise amended in writing, the agreement will
automatically expire September 30, 2024.

PAYMENT
This Agreement does not obligate any State Parks or UWB funds. Any endeavor involving
reimbursement or contribution of funds between the parties to this Agreement will be
handled in accordance with any supplemental agreement, applicable laws, regulations, and
procedures.

RIGHTS IN DATA
Copyright in all material created by University as part of this Agreement shall be the
property of the State of Washington. Both State Parks and University may use these
materials, and permit others to use them, for any purpose consistent with their respective
missions as agencies of the State of Washington. This material includes but is not limited
to: books; computer programs; documents; films; pamphlets; reports; sound reproductions;
studies; surveys; tapes; and/or training materials.

Material which University uses to perform the Agreement, except material and information
obtained from State Parks, shall be owned by University or such other party as
determined by Copyright Law and/or University’s internal policies; however, for any such
materials, University hereby grants (or, if necessary and to the extent reasonably possible,
shall obtain and grant) a perpetual, unrestricted, royalty free, non-exclusive license to State
Parks to use the materials for State Parks’ internal purposes.

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.

AGREEMENT 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.
TERMINATION
Either party may terminate this Agreement upon 30 (thirty) days prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered in accordance with the terms of this Agreement prior to the effective date of termination.

DISPUTES
In the event that a dispute arises under this Agreement, 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 impartial member to the Dispute Board. The Dispute Board shall review the facts, agreement terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto. 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.

GOVERNANCE
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.

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. Statement of work; and
   c. Any other provisions of the agreement, including materials incorporated by reference.

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.

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 writing signed by an authorized representative of the party and attached to the original Agreement.

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.

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.

**CONTRACT MANAGEMENT**

The project manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The Project Manager for State Parks is:
- Tammy Ferguson, Property & Acquisition Specialist 4
- Washington State Parks and Recreation Commission
- 1111 Israel Road SW
- PO Box 42650
- Olympia, WA 98504-2650
- Phone: (360) 902-8645
- Email: tammy.ferguson@parks.wa.gov

The Project Manager for the University is:
- Lily Cason, Program Manager, Environmental Education and Research Center
- University of Washington Bothell
- Truly House Box 358565
- 18115 Campus Way NE, Bothell, WA 98011
- Phone: (206) 467-4574
- Email: casonl@uw.edu

**IN WITNESS WHEREOF,** the parties have executed this Agreement.

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**UNIVERSITY OF WASHINGTON**

[Signature]

Chancellor, UW Bothell

Title

Date: 9/12/2022

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**WASHINGTON STATE PARKS AND RECREATION COMMISSION**

[Signature]

Manager, Contracts, Grants & Procurement

Title

Date: 10/24/22

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APPROVED AS TO FORM (for UW):

s/ Craig J. Rader
Assistant Attorney General
September 14, 2022

APPROVED AS TO FORM (for State Parks):

s/ Andy Woo
Assistant Attorney General
September 14, 2022
EXHIBIT A
Indoor Space and
Outside Learning Area (OLA)