

**Interagency Agreement  
Between  
Skagit Valley College and the Skagit Valley College Foundation**

This agreement is entered into by and between Skagit Valley College, Community College District 4, hereinafter referred to as the "College," and the Skagit Valley College Foundation, a nonprofit corporation, hereinafter referred to as the "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 the sole purpose of maintaining, developing, 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 and transfers of property to the College and others consistent with its charitable purpose;

NOW, THEREFORE, the parties hereby agree as follows:

**I. SEPARATE OBLIGATIONS**

**A. The Foundation shall:**

1. Expend its best effort 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 that 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) 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., 19.09 RCW) and nonprofit corporations (e.g. 24.03 RCW);
3. Tender to the College, as mutually agreed between the College and the Foundation, 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, expenditures, 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 direct benefit of the College or for payment of necessary and reasonable operational 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 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;

B. The College shall:

1. Provide the Foundation with office space (including utilities), use of office furniture, file cabinets, office machines, and other materials and services as reasonably required for its operation, including consumable office supplies, telephone service, postage, the use of audiovisual equipment and services, duplicating, printing, and publication services. The cost of the items mentioned above shall be reimbursed to the College and shall not exceed \$18,000 per year.
2. Fund a portion of salaries and benefits for professional staff of the Foundation up to \$118,000. The funding of these salaries and benefits, when taken in combination with items provided in section I.B.1 shall constitute payment in full by the college for Foundation's services described in Article I.A.
3. Operate on behalf of the Foundation an espresso service whose revenue will be divided between the culinary arts program and the president's development fund per separate agreement.
4. Fulfill requirements of grants received by the Foundation on behalf of the College, the solicitation and resulting obligations of which have been previously approved by the College.
5. Encourage all college Amazon purchases to go through AmazonSmile, if eligible. Amazon will donate 0.5% of the price of eligible AmazonSmile purchases to the charitable organization of our choice, which will be the Foundation.

## 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 Foundation.
- B. Before 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 the upcoming year, including all 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 College will invoice the foundation the costs incurred by the College for items in Article I.B.1 not to exceed \$18,000.
- D. The College will provide funding towards the items in Article I.B.2 up to \$118,000.
- E. At the close of each fiscal year, the College will audit the personnel, support, facilities, and other services being provided to account for the amount of services provided. The Foundation will reimburse the College for any costs in excess of the \$118,000 cited in Article I.B.2. The College will provide that information to the Foundation. In turn, the Foundation will acknowledge 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-or-the-year balance sheet.

