



## Northwest Athletic Association of Community Colleges

1933 Fort Vancouver Way ■ Vancouver, WA 98663 ■ Ph (360) 992-2833 ■ Fax (360) 696-6210 ■ E-mail: [nwaacc@clark.edu](mailto:nwaacc@clark.edu) ■ [www.nwaacc.org](http://www.nwaacc.org)

### INTERLOCAL AGREEMENT BETWEEN COMMUNITY COLLEGE DISTRICTS IN WASHINGTON AND OREGON

WHEREAS, the community colleges of Washington and Oregon listed below ("Participating Colleges") participate in intercollegiate athletics; and

WHEREAS, the Participating Colleges benefit from having a central organization to oversee and govern competition between the Participating Colleges; and

WHEREAS, the Northwest Athletic Association of Community Colleges ("NWAACC") has been in existence in varying forms as an agency that has provided oversight and governance to the Participating Colleges since 1946; and

WHEREAS, the Participating Colleges wish to formally establish NWAACC as the governing body for intercollegiate athletics pursuant to the authority granted to Washington colleges by Title 39.34 of the Revised Code of Washington ("RCW") and the authority granted to Oregon colleges under section 341.290 of the Oregon Revised Statutes ("ORS"); and

**NOW, THEREFORE**, the Participating Colleges hereby create pursuant to law the Northwest Athletic Association of Community Colleges. The membership of NWAACC shall consist of the Participating Colleges as set forth below, who hereby enter into this Interlocal Agreement pursuant to RCW 39.34.030 and ORS 341.290(14).

1.0 THE PURPOSE OF THIS AGREEMENT IS to formally establish a public agency to administer and oversee intercollegiate athletics among the various colleges operated by the Participating Colleges. This Agreement formalizes NWAACC as that agency.

2.0 PARTIES to this Agreement and MEMBERSHIP in the NWAACC consist of the following community colleges:

WASHINGTON: Bellevue College, Big Bend Community College, Cascadia Community College, Centralia College, Clark College, Columbia Basin College, Edmonds Community College, Everett Community College, Grays Harbor College, Green River Community College, Highline Community College, Lower Columbia College, Olympic College, Peninsula College, Pierce College at Ft. Steilacoom, Pierce College at Puyallup, Shoreline Community College, Skagit Valley College, South Puget Sound Community College, Spokane Community College, Spokane Falls Community College, Tacoma Community College, Walla Walla Community College, Wenatchee Valley College, Whatcom Community College, and Yakima Valley Community College.

INTERLOCAL AGREEMENT BETWEEN COMMUNITY COLLEGE DISTRICTS IN WASHINGTON AND OREGON (continued)

OREGON: Blue Mountain Community College, Chemeketa Community College, Clackamas Community College, Lane Community College, Linn-Benton Community College, Mount Hood Community College, Portland Community College, Southwestern Oregon Community College, Treasure Valley Community College and Umpqua Community College.

The parties to this Agreement intend to open membership to additional institutions, limited to two-year colleges operating in the states of Washington, Oregon, Idaho, and the Province of British Columbia. Membership may be granted as specified and under the conditions set forth in, the Official Code Book identified in clause 3.0 below.

3.0 The ORGANIZATION OF NWAACC is as set forth in Appendix A. Appendix A, which is incorporated into this Agreement, is the 2013-2014 OFFICIAL CODE BOOK of NWAACC. NWAACC shall be governed by the Athletic Commission as provided in Appendix A. Each succeeding CODE BOOK must be approved annually by the Athletic Commission consisting of members from each college. Each succeeding CODE BOOK will supersede the previous one and will be attached as Appendix A and incorporated into this Agreement.

4.0 FUNDING. NWAACC shall be funded according to the provisions of the OFFICIAL CODE BOOK as referenced above in section 3.0 and in accordance with each succeeding CODE BOOK. Clark College shall serve as fiscal agent and house the NWAACC offices.

5.0 GOVERNANCE. This Agreement is entered into pursuant to and under the authority granted by the laws of the States of Washington, Oregon and any applicable federal laws. The provisions of this Agreement will be construed to conform to those laws, and the venue of any action brought hereunder will be in Superior Court for Thurston County, Washington. In the event of a conflict between the laws of the States of Washington and Oregon, the Laws of the State of Washington shall take precedence.

6.0 TERM of Agreement. The Agreement will expire ten (10) years from the latest date upon which a signature is affixed by the representative of each College.


7.0 MODIFICATION. The Agreement may be modified or amended only by written amendments signed by each member.

8.0 TERMINATION. Each member may opt out of this Agreement with 180 days' notice to the NWAACC Executive Director, or succeeding chief executive official of NWAACC. Any debts created by that member's departure shall be the responsibility of the departing member.

9.0 DISSOLUTION OF ASSOCIATION. In the event that a majority of members elect to end participation in the Association, each member of NWAACC shall be equally responsible for a proportionate share of all assets and debts accumulated by NWAACC.

10.0 ENTIRE AGREEMENT: This Agreement embodies the entire Agreement between the members. There are no other Agreements, promises, terms, conditions or obligations between the members in relation to intercollegiate athletics. This Agreement shall supersede all previous Agreements among the parties relating the intercollegiate athletics.

IN WITNESS HEREOF, the undersigned have executed original copies of the Agreement on the dates shown below.

  
Signature of President

Belleuve College  
School

1/3/2014  
Date

[www.nwaacc.org](http://www.nwaacc.org)