

INTERLOCAL COOPERATION AGREEMENT**Between****CITY OF RICHLAND****And****RICHLAND SCHOOL DISTRICT***Re: Irrigation Well Development at Chief Joseph Middle School*

THIS INTERLOCAL AGREEMENT (hereafter “Agreement”) is made and entered into this 18 day of April (the “Effective Date”) by and between the **City of Richland**, a Washington municipal corporation with service at 625 Swift Blvd., Richland, WA 99352 (hereinafter “the City”) and the **Richland School District**, a political subdivision of the State of Washington with service at 6972 Keene Road, West Richland, WA 99353 (hereinafter “School District”). The City and School District are herein referred to individually as a “Party” and collectively as the “Parties.”

I. Recitals

WHEREAS, the Richland School District owns, operates and maintains school facilities that include irrigated landscaping and playfields; and

WHEREAS, most of the School District’s facilities rely on water supplied by the City to sustain the landscaping and playfields; and

WHEREAS, both the School District’s and the City’s best interests are served by deploying the most efficient water resources to supply the School District’s irrigation needs; and

WHEREAS, the City holds Washington State-issued water rights that enable the construction of water wells at or near School District properties for the purpose of supplying irrigation water to the school site; and

WHEREAS, irrigation water from these wells can be provided at lower cost than the treated potable water currently supplied to some school properties; and

WHEREAS, use of well water for irrigation reduces the demand on the City’s treated potable water sources and extends their useful life; and

WHEREAS, the City and School District have identified the Chief Joseph Middle School campus as a good opportunity to construct a well for irrigation purposes to implement the described advantages for each party.

NOW, THEREFORE, in consideration of the mutual agreements and covenants herein contained, the Parties hereto agree as follows:

II. Agreement

1. PURPOSE

The purpose of this Agreement is to identify the responsibilities and cost-sharing obligations of the City and the School District regarding constructing, equipping and commissioning a water well on the Chief Joseph Middle School campus for irrigation purposes.

2. ADMINISTRATION

The Richland City Manager or designee and the Richland School District Superintendent or designee will administer this Agreement on behalf of each Party, and will be responsible for:

- a. Establishing policies for implementing this Agreement;
- b. Providing periodic progress reports to the elected officials of each agency; and
- c. Monitoring progress of the agencies in the fulfillment of their respective responsibilities.

3. DUTIES AND OBLIGATIONS OF THE SCHOOL DISTRICT

- a. The City has constructed a water well, utilizing its State-issued water right, to enable non-potable irrigation service to the Chief Joseph Middle School campus (the "Well"). Within twelve (12) months of execution of this Agreement, the School District shall equip the Well in accordance with City specifications to provide a complete water delivery system.
 - i. The equipment provided by the School District shall include, at a minimum: a pitless adapter well head, submersible pump and electric motor, electric service equipment as required by the City's Energy Services Department, electrical starting and control equipment, a suitable shelter for the electrical control equipment, and any accessory equipment necessary to complete the installation.
 - ii. The School District will prepare a site plan and equipment specification package for review by the City prior to purchasing and installing any equipment.
 - iii. The School District shall obtain all necessary permits and approvals and shall act as project manager for the equipment installation and startup of the Well.
- b. The School District agrees to promptly provide the City with start and end of season water use data upon request.
- c. The School District agrees to pay irrigation service charges to the City to cover the ongoing operation and maintenance of the Well. The charges will be as defined and administered in Title 18 of the Richland Municipal Code (RMC) for irrigation service, as the same exists now or as hereafter amended.
- d. The School District shall connect its landscape irrigation systems on the Chief Joseph Middle School campus to the Well and shall disconnect landscape irrigation systems on the playfield and playground from potable water service.

- i. The School District shall document compliance with Section 3.d. through as-built record drawings submitted to the City within six (6) months of system activation.
 - ii. The School District may maintain facilities capable of activating irrigation service from the City's potable water system to act as an emergency supply alternative in cases of equipment failures at the Well. Such facilities shall be subject to the City's cross control regulations and may only be activated with City approval. A domestic water service meter shall be required for all domestic water used for irrigation purposes.
- e. Within ninety (90) days of the Effective Date of this Agreement, the School District shall execute and record an easement in favor of the City for the Well, wellhouse, and related facilities. Prior to execution, the easement must be reviewed and approved by City. The easement shall expressly grant the City unobstructed access to the Well site for all purposes associated with operating and maintaining the Well.
 - f. The School District shall be responsible for fifty percent (50%) of the capital costs of constructing, equipping, and commissioning the Well. Eligible costs shall include engineering, materials, labor, and equipment to complete the work described herein. In the event the City's capital costs as described herein exceed the School District's expenses to complete the Well installation and achieve startup as described herein, a "true-up" will occur whereby the School District shall pay the City an amount sufficient to achieve its fifty percent (50%) share of the total cost of constructing, equipping and commissioning the Well.

4. DUTIES AND OBLIGATIONS OF THE CITY

- a. Once the Well is fully commissioned, the City shall operate, maintain, repair and/or replace pump, valves, piping, and electrical equipment at the Well consistent with its operation of all municipal water facilities.
- b. The City shall operate and maintain the Well system and distribution pipeline up to the point of delivery. The point of delivery shall be defined as the gate valve downstream of the pump, prior to the School District connection at the flow meter and master valve.
- c. Except in the limited circumstance identified in Section 4.c. below, and regardless of which entity purchased the materials/equipment, the City shall assume and/or retain ownership of the Well and all pumps, valves, piping, and electrical equipment, and the associated water right.
- d. The City does not warrant the reliability of the irrigation supply or the quality of the well water. The irrigation supply may be interrupted or discontinued if conditions beyond the City's control significantly impact or eliminate the cost-effectiveness of providing the service. In the case of circumstances which limit the available quantity and quality of water to the point of it being unsuitable for continued service, or in the case of a regulatory ruling that the City is not authorized to continue use of the Well, the School District may obtain irrigation water service from the City's potable water system. Additionally, if the City permanently discontinues service from the Well within ten (10) years of execution of this Agreement, the

School District may salvage the District-supplied equipment from the Well.

- e. The City's costs of service will be covered through the School District's payment of irrigation service charges pursuant to Title 18 of the Richland Municipal Code (RMC) for irrigation service, as the same exists now or as hereafter amended.
- f. The City shall be responsible for fifty percent (50%) of the capital costs of constructing, equipping, and commissioning the water well. As of the date of this Agreement, the City has expended \$156,239.92 to design, construct, and test the Well. In the event the School District's capital costs for the project exceed the City's expenses, a "true-up" will occur whereby the City shall pay the School District an amount sufficient to achieve its fifty percent (50%) share of the total cost of constructing, equipping and commissioning the Well.

5. REPRESENTATION, WARRANTIES, AND INDEMNITIES

- a. Each Party warrants to the other that it has the authority to enter into this Interlocal Agreement pursuant to RCW 39.94.030(2). Each of the undersigned represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this Agreement on behalf of the Parties identified above their respective signatures.
- b. Each Party shall defend, protect and hold harmless the other party from and against all claims, suits and/or actions arising from negligent or intentional acts or omissions of that Party's employees or agents while performing this Agreement. In case of joint negligence, any damages allowed shall be levied in proportion to the percentage of negligence attributed to each Party.

6. DURATION OF AGREEMENT & TERMINATION

Upon final and complete execution by all Parties, this Agreement shall be effective as of the date first written above and shall continue in full force and effect unless or until terminated by either Party upon 180 days' written notice. Ownership of the asset(s) shall be as described in Section 2.

7. PARTIAL INVALIDITY

Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Any provisions of this Agreement which should prove to be invalid, void or illegal shall in no way affect, impair, or invalidate any other provisions herein, and such other provisions shall remain in full force and effect. To this end, the terms and conditions of this Agreement are declared severable.

8. NO THIRD PARTY RIGHTS

Except as expressly provided herein, nothing in this Agreement shall be construed to permit anyone other than the Parties hereto and their successors and assigns to rely upon the covenants or agreements herein, nor to give to any such third party a cause of action (as a third party beneficiary or otherwise) on account of non-performance hereunder.

9. ASSIGNABILITY

The rights, duties and other obligations of either Party to this Agreement may not be assigned to any third party without the prior written consent of the other Party.

10. ENTIRE AGREEMENT

This Agreement and any amendments thereto mutually agreed to by the Parties constitutes the entire Agreement between the Parties. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the Parties. While either Party may request changes to this Agreement, only those amendments reduced to writing and duly executed by both Parties shall be binding.

11. DISPUTE RESOLUTION

The Parties intend to resolve any disputes relating to the interpretation or application of this Agreement informally through discussions at the staff level. In the event disputes cannot be resolved informally at the staff level, the Parties agree to first submit the dispute to non-binding mediation/dispute resolution before resorting to litigation.

12. JURISDICTION, APPLICABLE LAW VENUE

All questions related to this Agreement shall be resolved under the laws of the State of Washington. In the event that either Party deems it necessary to institute legal action arising from this Agreement, such action shall be initiated in Benton County Superior Court.

13. NOTICES

All notices and demands shall be in writing and sent to the Parties at their address below:

Richland School District:

Richland School District
Attn: Superintendent
6972 Keene Road
West Richland, WA 99353

City of Richland:

City of Richland
Attn: City Manager
625 Swift Blvd
Richland WA, 99352

14. FILING OF AGREEMENT

This Agreement shall be posted on at least one Party's website as provided in RCW 39.34.040. Either Party may choose to record this Agreement at its own expense, but recordation is not required.

15. EVIDENCE OF AUTHORITY

Upon execution of this Agreement, each Party shall provide the other Party with a certified copy of the resolution, ordinance, or other evidence of legislative action taken to execute this Agreement consistent with RCW 39.34.030(2).

16. NO SEPARATE LEGAL ENTITY

By this Agreement, the Parties do not intend to form a separate legal entity to conduct the cooperative undertaking. Ownership of all property under this Agreement will occur consistent with Section 2. herein.

[Signature page to follow]

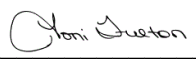
IN WITNESS WHEREOF said Parties have caused this Agreement to be signed by the duly authorized officials on the day and year first written above.

CITY OF RICHLAND, WASHINGTON

RICHLAND SCHOOL DISTRICT

By: 
Jon Amundson, ICMA-CM
City Manager

By: Shelley Redinger
Shelley Redinger
Superintendent

Attest:

Jennifer Rogers
City Clerk

Attest:

Richard Krasner
Executive Director of Operations

Approved as to form:
Heather Kintzley
Heather Kintzley
Richland City Attorney

Approved as to form:
Galt Pettett
Galt Pettett
General Counsel

RESOLUTION NO. 2023-55

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING AN INTERLOCAL AGREEMENT BETWEEN THE
CITY OF RICHLAND AND THE RICHLAND SCHOOL DISTRICT
FOR THE CHIEF JOSEPH MIDDLE SCHOOL IRRIGATION WELL
PROJECT.**

WHEREAS, the Interlocal Cooperation Act, Chapter 39.34 RCW, provides for interlocal cooperation between governmental agencies to provide services and facilities; and

WHEREAS, the Richland School District (“School District”) owns, operates and maintains school facilities that include irrigated landscaping and play fields; and

WHEREAS, most of the School District’s facilities rely on water supplied by the City to sustain landscaping and play fields; and

WHEREAS, both the School District’s and the City’s best interests are served by deploying the most efficient water resources to supply the School District’s irrigation needs; and

WHEREAS, the City holds Washington State-issued water rights that enable the construction of water wells in the City for irrigation purposes; and

WHEREAS, irrigation water from these wells can be provided at a lower cost than the treated potable water currently supplied to some school properties; and

WHEREAS, the use of well water for irrigation reduces the demand on the City’s treated potable water sources and extends their useful life; and

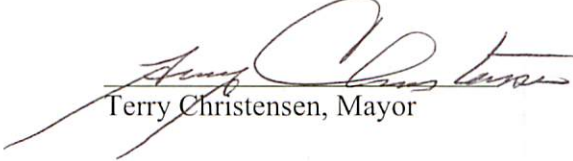
WHEREAS, the City and School District have identified the Chief Joseph Middle School campus as a prime opportunity to construct a well for irrigation purposes to implement the described advantages for each party.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute an interlocal agreement with the Richland School District, in substantially the form provided in the attached **Exhibit A**, for the Chief Joseph Middle School Irrigation Well Project.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately.


This space intentionally left blank.

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 18th day of April, 2023.



Terry Christensen, Mayor

Attest:



Jennifer Rogers, City Clerk

Approved as to Form:



Heather Kintzley, City Attorney

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City of Richland
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[Signature page to follow]

DRAFT

IN WITNESS WHEREOF said Parties have caused this Agreement to be signed by the duly authorized officials on the day and year first written above.

CITY OF RICHLAND, WASHINGTON

RICHLAND SCHOOL DISTRICT

By: _____
Jon Amundson, ICMA-CM
City Manager

By: _____
Shelley Redinger
Superintendent

Attest:

Jennifer Rogers
City Clerk

Attest:

Richard Krasner
Executive Director of Operations

Approved as to form:

Heather Kintzley
Richland City Attorney

Approved as to form:

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General Counsel

