

## INTERLOCAL AGREEMENT

*between*

the Wine Science Center Development Authority  
and the City of Richland

*for*

the Schematic Design of the Wine Science Center at  
Washington State University Tri-Cities

This **INTERLOCAL COOPERATIVE AGREEMENT** ("Agreement") is entered as of the date it is executed by the Parties, which consist of the Wine Science Center Development Authority, a public corporation pursuant to RCW 35.21.730(5), hereinafter the "Authority", and the City of Richland, a municipal corporation and city of the first class in the State of Washington, hereinafter the "City", collectively referred to in this Agreement hereafter as the "Parties".

**Whereas**, pursuant to RCW 35.21.730 through 35.21.755, the City Council of the City of Richland, Washington adopted Ordinance No. 16-11 on July 19, 2011 creating the Wine Science Center Development Authority; and

**Whereas**, the City entered into a Grant Agreement with the Washington State Department of Commerce on October 19, 2012 whereby the City was granted \$4,950,000 towards the development of the Wine Science Center; and

**Whereas**, on August 19, 2011 the Washington Wine Commission formally committed \$7,400,000 to support development of the Wine Science Center at the Washington State University Tri-Cities campus in Richland, Washington; and

**Whereas**, the Washington State University Foundation is raising private donations for the completion of the Wine Science Center and raised over \$1,000,000 by the end of 2012; and

**Whereas**, the Authority completed an intensive programming effort that will provide the Basis of Design for pursuing a Design/Build alternative public works procurement method; and

**Whereas**, the Authority received authorization to utilize Design/Build alternative public works procurement method from the Capital Projects Advisory Review Board as required by RCW 39.10; and

**Whereas**, at the completion of the programming the Authority determined there was sufficient funds to complete a significant portion of the Wine Science Center project; and

**Whereas**, the next step in the process is to hold a Design/Build procurement that will provide three schematic designs of the Wine Science Center and end in the selection of a Design/Build team to construct the Wine Science Center; and

**Whereas**, the Authority estimates that the Design/Build procurement and schematic design effort will not exceed \$750,000, which is based on 5% of the total project cost of \$15,000,000; and

**Whereas**, the Washington Wine Commission agreed to provide \$250,000 towards the Design/Build procurement; and

**Whereas**, the Washington State University Foundation agreed to provide \$250,000 in private donations towards the Design/Build procurement; and

**Whereas**, the Washington State Department of Commerce agreed to provide \$250,000 of the state grant towards the Design/Build procurement; and

**Whereas**, the Parties desire to enter into this agreement to define the responsibilities of the Parties during this Design/Build procurement;

**Now therefore**, in consideration of the mutual covenants contained herein, the Parties agree as follows:

**Section 1 – Purpose.** The purpose of this Agreement is to formalize the responsibilities of the Authority and the City during the Design/Build procurement process.

**Section 2 – Administration.** This Agreement will be administered by the City. The Authority will manage the Design/Build procurement and will provide an end of project report at a City Council meeting at the end of this agreement.

**Section 3 – Funding.** The City agrees to reimburse the Authority an amount not to exceed two hundred and fifty thousand dollars for authorized expenditures per the City's agreement with the Washington State Department of Commerce, incorporated herein as Exhibit A.

**Section 4 – Agreements** During the term of this Agreement the Authority will enter into agreements with Washington State University, the WSU Foundation, and the Port of Benton as per the Authority's Charter. The Authority will also enter into an agreement with the City to determine the relationship of the Parties during construction and the transfer of funds per the City's agreement with the Washington State Department of Commerce.

**Section 5 – Modification.** Except as set forth above, this Agreement may be terminated or modified only by written consent of each Party signed hereto.

**Section 6 – Term of Agreement and Termination.** This Agreement is effective upon the signature of both Parties and terminates on May 31, 2013.

**Section 7 – Records.** The records and documents associated with all matters covered by this Agreement shall be owned by the City and all non-privileged records and documents shall be subject to inspection by any Party during the term of this Agreement.

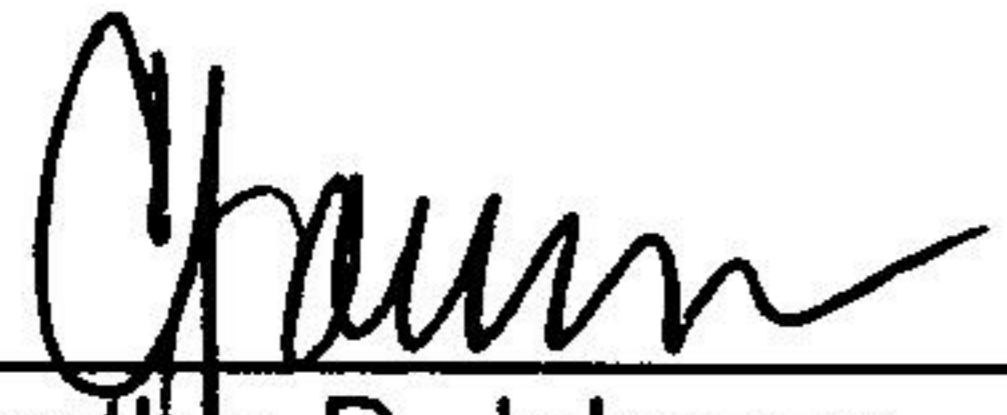
**Section 8 – No Separate Legal Entity.** No new, separate administrative or legal entity is to be established in association with this Agreement nor to conduct the cooperative undertaking described herein.

**Section 9 – Severability.** In the event that any term or condition of this Agreement or application thereof to any person, entity, or circumstance is held invalid; such invalidity shall not effect any other terms, conditions, or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this Agreement are declared severable.

**Section 10 – Public Relations.** The Authority shall coordinate with the City on communications and public events related to the construction of the Wine Science Center.

**In Witness Whereof,** the Parties have signed this Agreement as of the day and year written below.

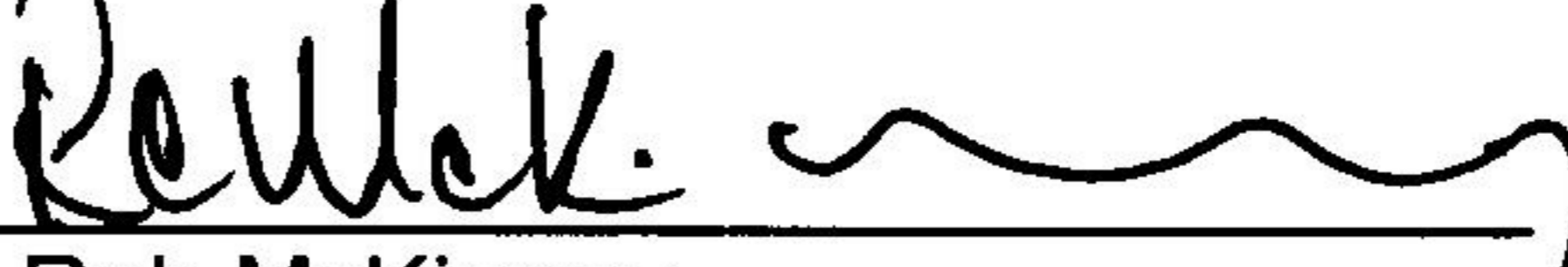
**CITY OF RICHLAND**

  
\_\_\_\_\_  
By: Cynthia D. Johnson  
Its: City Manager  
Date: 5-9-13

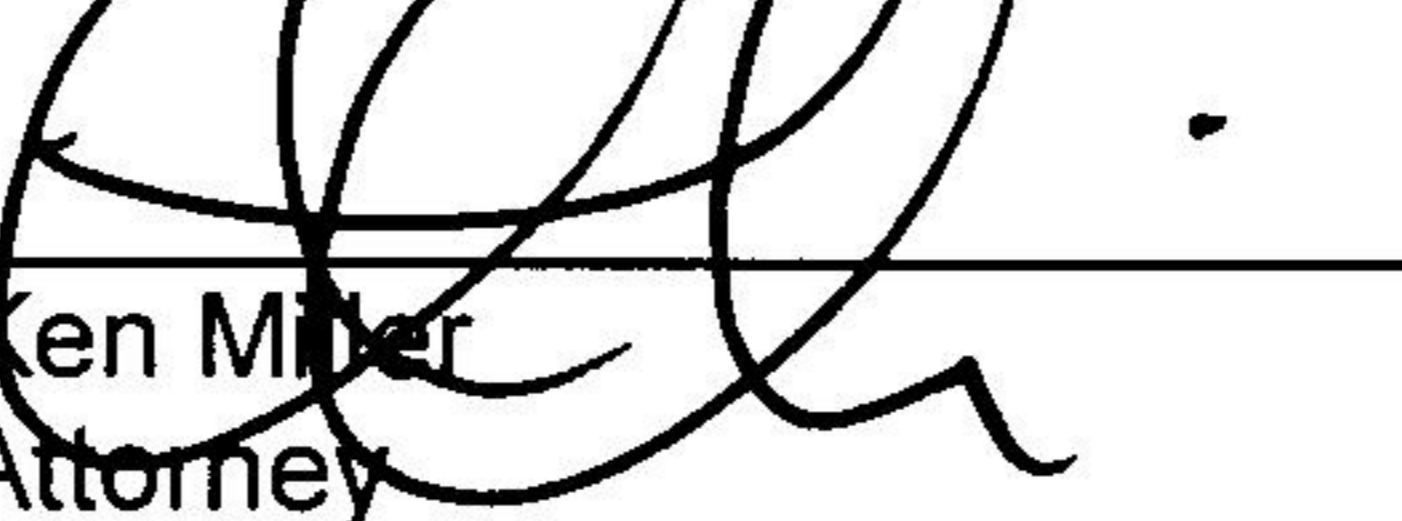
APPROVED AS TO FORM:

  
\_\_\_\_\_  
Thomas O. Lampson  
City Attorney

**WINE SCIENCE CENTER DEVELOPMENT  
AUTHORITY**

  
\_\_\_\_\_  
By: Rob McKinney  
Its: Chair  
Date: 5/1/13

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Ken Miller  
Attorney