

INTERLOCAL COOPERATIVE AGREEMENT
between

THE CITY OF RICHLAND AND THE COLUMBIA BASIN COLLEGE, WASHINGTON,
for

Planning and development of the Columbia Basin College Downtown Richland
Campus

THIS AGREEMENT dated the 7th day of April, 2015, is entered into between the CITY OF RICHLAND and the COLUMBIA BASIN COLLEGE, hereinafter referred to as the "Parties."

I. RECITALS

WHEREAS, the Parties desire to jointly engage in planning for an educational and government campus in downtown Richland; and

WHEREAS, it has been determined by each of the Parties hereto that collaboration would be in the best interests of the citizens of Richland and the people of the Columbia Basin College district area; and

WHEREAS, the Parties have determined there are certain economic, operational, and strategic advantages to collaboration; and

WHEREAS, the Parties desire to further explore potential collaborative efforts and establish an operating arrangement for these efforts; and

WHEREAS, the Parties agree to engage in the next steps necessary to facilitate this process;

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the Parties do hereby mutually agree as follows:

II. AGREEMENT

1. **Purpose.** Under the authority and in conformance with RCW 39.34, the Interlocal Cooperation Act, the Parties intend that this Agreement shall memorialize their desire to cooperatively plan the present and future development of the Columbia Basin College's Downtown Richland Campus and to form a partnership for the identification, evaluation, and implementation of collaborative efforts to allow the sharing of resources, including but not limited to, planning, economic analysis, and real estate.
2. **Parties' Responsibilities.** Cross functional teams, herein referred to as "Team" consisting of representatives from the Parties will be utilized to identify, evaluate, and develop implementation/business plans for collaborative efforts, with responsibilities listed, but not limited to:
 - a. Management – The respective Chief Executive Officer and/or the Executive Management of the Parties shall provide oversight and input.
 - b. A Team Lead from the Parties will be identified to coordinate and be responsible for the collaborative site planning.

- c. The Parties will provide all necessary management, equipment, and facilities to perform the collaborative efforts at their respective locations.
 - d. Other Departments/Divisions – Provide input and evaluation on site planning and operational procedures for operational effectiveness.
 - e. Cooperative Purchasing – The Parties, in bidding, quoting, or negotiating for the purchase of goods, services, and/or real property, agree to extend those privileges to the other Party to the extent permitted by law and agreed upon by the Parties hereto, and the vendors. Each Party accepts responsibility for compliance with all bid laws and any additional varying laws, regulations, and policies governing its purchases. Each Party accepts no responsibility for the performance of any contract by the vendor and/or payment of any purchases by the other Party.
- 3. Guiding Principles.** Efforts will:
- a. Be administrative in nature and not require formation of any new governance entity;
 - b. Optimize functional use of the campus;
 - c. Link the campus to surrounding uses with pedestrian, non-motorized, and motorized modes of transportation;
 - d. Enhance pedestrian safety and access within the campus;
 - e. Implement the design standards of the Central Business District;
 - f. Respect the unique identities of each Party and its customers;
 - g. Take advantage of two-way training and learning opportunities; and
 - h. Improve quality of education for students.
- 4. Scope of Work and Payment.** The Parties recognize that this partnership will result in both foreseen and unforeseen opportunities and the scope of work and compensation may be variable. The Parties agree to enter into a Memorandum of Understanding to acknowledge and agree upon the scope, payment, or other unique requirements of the particular collaborative effort. The Chief Executive Officer, or their designee, of the Parties are hereby authorized to enter into such Memorandum of Understanding.
- 5. Exchange of Information/Confidentiality.** The Parties shall freely exchange information between themselves as needed to facilitate the partnership and collaboration efforts. The Parties acknowledge that their employees may have access to sensitive and confidential materials, including, but not limited to, attorney-client privileged documents, e-mails, and social security numbers. Employees of the Parties shall not disclose this information to any person without the prior written permission of the Party who maintains the information.
- 6. Allocation of Liability/Indemnification.** The Parties agree that:
- a. Any liability or claim arising out of the actions inactions of a team member shall be the responsibility of the Party for whom the employee(s) was/were acting. In the event the employee(s) was/were acting on behalf of both Parties, liability is agreed to be split equally to each Party or as otherwise mutually agreed in writing.
 - b. In furtherance of the above provision, any such responsible party, agrees to hold harmless and indemnify and defend the other Party and their officers, officials, employees, and volunteers who are not responsible under the above provision, from any loss, claim, or liability arising from or out of the negligent actions or inactions of the team member that may occur while that team member is working solely on behalf of the responsible Party.

- c. In the event that a claim or lawsuit is brought against a Party or its employee(s) for actions arising out of this Agreement, such Party shall promptly notify the other Party that said claim or lawsuit has been filed or commenced.
 - d. The Parties to this Agreement and their respective legal counsel, shall, to the extent reasonably possible and consistent with the best interests of their respective clients, as applicable in the Memorandum of Understanding, cooperate with the defense of any lawsuit arising out of this Agreement; provided this cooperation does not require the Parties to share any out-of-pocket litigation costs. Said costs will be the responsibility of the Party obligated to defend any such lawsuit.
 - e. Except for liabilities and claims related to the actions and inactions of team members as set forth above, all other rights, duties, and obligations with respect to any particular team member shall remain with the Party contributing that member to the team.
7. **Property.** In the event that joint property is acquired, then it shall be distributed, when the Agreement is terminated, to the Parties in proportion to that Party's contribution to purchase such property or according to the terms of the contract entered into for the purchase of such property.
 8. **Exclusivity.** This Agreement is not exclusive and either Party may similarly contract under this Agreement with others as it deems necessary. Either Party may, at its discretion, elect to not pursue certain collaborative efforts or at any time terminate established collaborative efforts upon mutual agreement after negotiating impact of such termination.
 9. **Non-Delegation/Non-assignment.** No Party may delegate the performance of any contractual obligation to a third Party unless mutually agreed in writing. No Party may assign this Agreement without the written consent of the other Party, which consent shall not be unreasonably withheld.
 10. **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 and agreements herein not to give any such third party a cause of action (as a third-party beneficiary or otherwise) on account of nonperformance hereunder.
 11. **Term.** Either Party may terminate participation in this Agreement with 60 days notice to the other Party, in writing.
 12. **Compliance with Law.** The Parties to this Agreement shall comply with all applicable federal, state and local laws, rules and regulations in carrying out the terms and conditions of this Agreement.
 13. **Complete Agreement.** This Agreement contains all the terms and conditions agreed upon. No other understanding, oral or otherwise, regarding this Agreement shall be deemed to exist or bind the Parties. There shall be no modification of this Agreement except in writing and referencing this Agreement.
 14. **Dispute Resolution/Venue.** It is the Parties' intent 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, then the Parties agree to first submit the dispute to non-binding mediation/dispute resolution before resorting to litigation. In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the parties hereto agree that any such action shall be initiated in the Superior Court of the State of Washington, situated in Benton County. The

Parties hereto agree that all questions shall be resolved by application of Washington law and that the parties to such accordance with the laws of the State of Washington.

15. Severability. If any provision of this Agreement or its application is held invalid, the remainder of the Agreement or the applications of the remainder of the Agreement shall not be affected.

16. Evidence of Authority. This Agreement shall be executed in originals. Upon execution of this Agreement, each party shall provide the other with a certified copy of the resolution, ordinance, or other authority given to execute this Agreement pursuant to RCW 39.34.030(2), and said document will be attached hereto and incorporated herein as Exhibit "A" and Exhibit "B" (Columbia Basin College)

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

CITY OF RICHLAND

COLUMBIA BASIN COLLEGE



David W. Rose
Mayor




Sherry Armijo
Board Chair

Date: 5-1-15

Date: 5/18/15



Cynthia D. Johnson
City Manager



Richard W. Cummins
College President

Date: 4-29-15

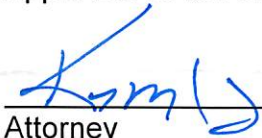
Date: 5-18-15

Attest:

Approved as to Form:

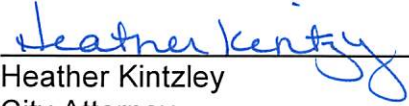


Marcia Hopkins
City Clerk



Attorney

Approved as to Form:



Heather Kintzley
City Attorney