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Richland City Clerk  
P. O. Box 190  
Richland, WA 99352

Contract No. 122-10

## MASTER INTERLOCAL PARTNERSHIP AND COLLABORATION AGREEMENT

THIS AGREEMENT dated the 5<sup>th</sup> day of October, 2010, is entered into between the CITY OF RICHLAND and the CITY OF KENNEWICK, hereinafter referred to as the "Parties."

### I. RECITALS

WHEREAS, the Parties desire to jointly engage in evaluating opportunities for partnership and collaboration; and

WHEREAS, it has been determined by each of the Parties hereto that collaboration would be in the best interests of the citizens of the respective jurisdictions; 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 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 form a partnership for the identification, evaluation, and implementation of

collaborative efforts to allow the sharing of resources, including, but not limited to, personnel, resources, and equipment.

2. **Parties Responsibilities.** Cross functional teams, hereinafter 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 effort.
- c. Human Resources – Provide input and evaluation of staffing, job description and/or bargaining requirements. Negotiate with affected bargaining units when required.
- d. Legal – Provide input on framework and/or review for drafting of uniform contracts, agreements, policies, and guidelines that may be necessary.
- e. Information Technology – Provide input and evaluation and/or recommendation, implementation and support of technology solutions identified.
- f. Finance – Provide input and evaluation of financial protocols, allocation, and budget issues that are identified.
- g. Other Departments/Divisions – Provide input and evaluation on processes and procedures for operational effectiveness.
- h. The Parties will provide all necessary management, equipment, and facilities to perform the collaborative efforts at their respective locations.
- i. Cooperative Purchasing – The Parties, in bidding, quoting, or negotiating for the purchase of goods and services, 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. Eliminate or substantially minimize redundancy in current operating practices;
- c. Utilize specialized skills of existing employees;
- d. Be perceived as seamless to internal and external customers;
- e. Respect the unique identities of each Party and its customers;
- f. Take advantage of economies of scale;
- g. Improve the customer service cultures of the respective Parties;
- h. Realize greater utilization of technology; and
- i. Provide backup staffing and/or resource capacity.

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. **Prior Agreements and Obligations.** The Parties agree that this Agreement, and any Memoranda of Understanding entered pursuant to this Agreement, is potentially subject to each Party's respective obligations under labor law and/or collective bargaining agreement. The Parties specifically agree that any collaborative use of their own, or the other Party's employees, resources, or equipment shall not violate any obligation under labor law, collective bargaining agreement or other agreement entered into by and between them and their respective employees. This Agreement shall not supersede any prior written interlocal agreements between the Parties unless said agreement is terminated per the provisions of that agreement or modified through an addendum agreed to by the Parties.
6. **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.
7. **Allocation of Liability/Indemnification.**
  - a. The Parties agree that any liability or claim arising out of the actions or 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. Upon request, each Party shall share with the other, the terms of their respective liability insurance policies to allow for coordination of coverage. The consent of any liability insurance carrier or self-insured pool or organization is not required to make this Agreement effective between the Parties, and the failure of any insurance carrier or self-insured pooling organization to agree or follow the terms of this Agreement on liability allocation shall not relieve either Party from its obligations under this Agreement.
- f. 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. Additionally, each party shall be responsible for compliance with the provisions of any applicable collective bargaining agreements and civil service rules and regulations. Nothing in this Section shall be interpreted to waive any defense arising out of RCW Title 51.

8. **Insurance.** For the duration of this Agreement, the Parties shall each maintain insurance in the same coverage and amounts as each Party currently has coverage. If either Party makes changes that decreases the coverage or amounts of coverage, they shall notify the other Party in writing 60 days prior to effective date of said change.

For vehicles, equipment, or other tangible property that is shared, loaned, rented or utilized in some manner on behalf of either Party, the following shall apply:

- a. For insurable assets: The Party which rents or uses the asset from the other shall be responsible for general liability and auto liability coverage, and reimbursement not to exceed \$25,000 for auto physical damage or property/inland marine deductible regardless of the deductible applicable to the asset. Each party will provide Evidence of General Liability, Auto Liability, Auto Physical Damage, and Property/Inland Marine Coverage.
- b. For assets that are owned and utilized by a Party's staff on behalf of the other Party, insurance and liability shall remain with the Party owning and using the asset.
- c. The Party using an asset shall be fully responsible for all routine repairs, maintenance and upkeep of the asset during the agreed term of use unless agreed otherwise in writing.

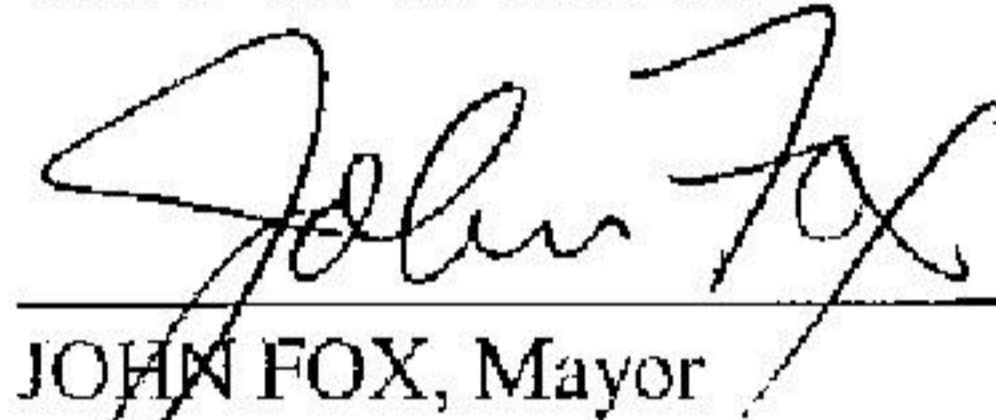
- d. The availability of the asset is dependent on many factors and this Agreement will not bind a Party to provide the asset if the loan causes undue risk to the safety and operations of the Party. Likewise, with reasonable notice to the Party renting the asset may request its immediate return if the rental causes undue risk to the safety and welfare of its citizens.
9. **Property.** Unless agreed to in writing, there will be no real or personal property acquired, held or disposed of relating to this Agreement unless agreed upon in writing by the Parties. 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.
10. **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.
11. **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.
12. **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.
13. **Term.** Either Party may terminate participation in this Agreement with 60 days notice to the other Party, in writing.
14. **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.
15. **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.
16. **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

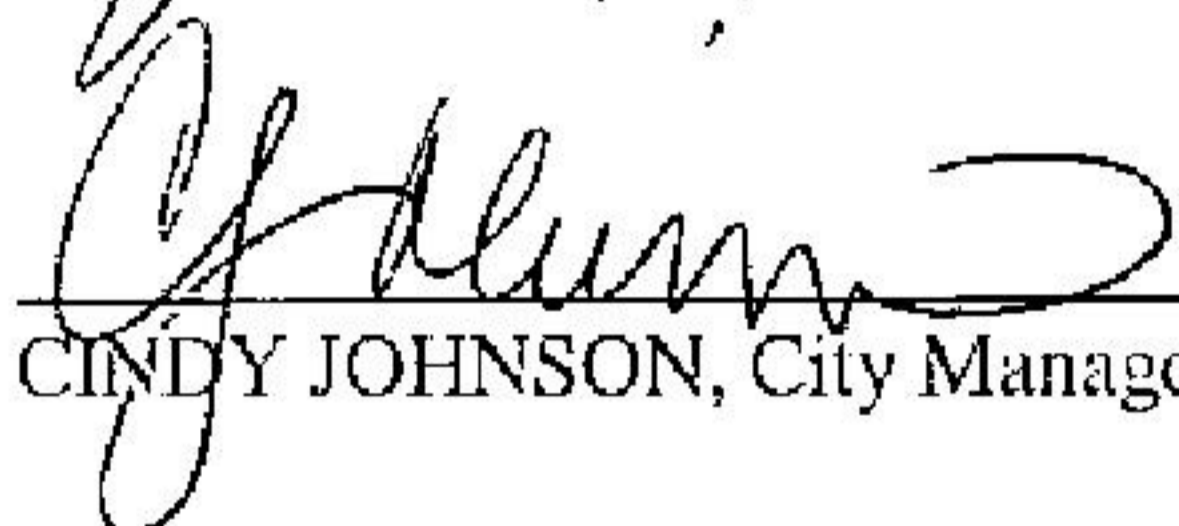
before resorting to litigation. In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the parties hereto agree that any such action shall be initiated in the Superior Court of the State of Washington, situated in Benton County. The Parties hereto agree that all questions shall be resolved by application of Washington law and that the parties to such action shall have the right of appeal from such decision of the Superior Court in accordance with the laws of the State of Washington.

17. **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.
18. **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" (Richland) and Exhibit "B" (Kennewick).

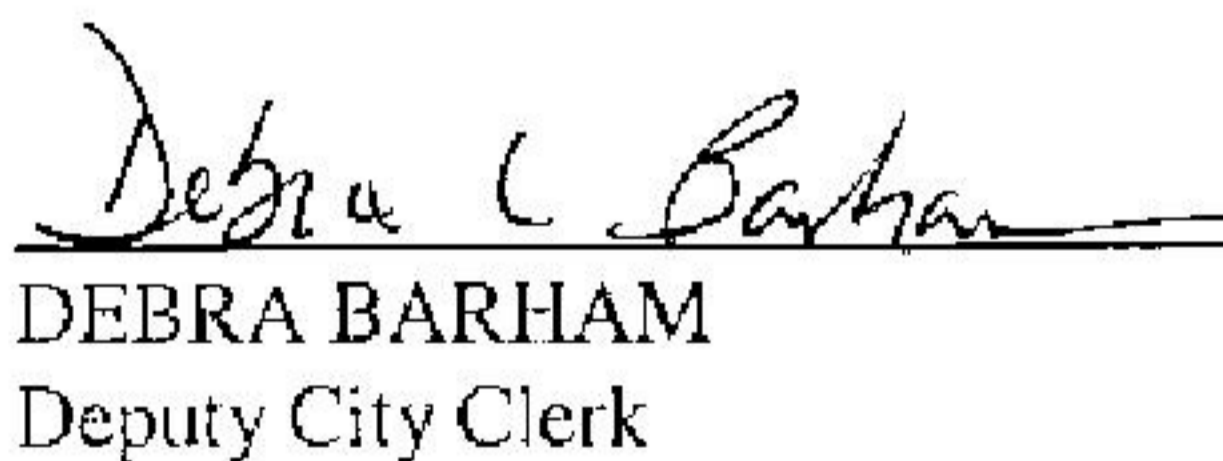
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

**CITY OF RICHLAND**

  
\_\_\_\_\_  
JOHN FOX, Mayor

  
\_\_\_\_\_  
CINDY JOHNSON, City Manager

Attest:

  
\_\_\_\_\_  
DEBRA BARHAM  
Deputy City Clerk

Approved as to Form:

  
\_\_\_\_\_  
THOMAS O. LAMPSON  
City Attorney


**CITY OF KENNEWICK**

  
\_\_\_\_\_  
STEVE C. YOUNG, Mayor

Attest:

  
\_\_\_\_\_  
VALERIE LOFFLER  
City Clerk

Approved as to Form:

  
\_\_\_\_\_  
LISA BEATON  
City Attorney

CITY OF KENNEWICK  
RESOLUTION NO. 10-33

A RESOLUTION AUTHORIZING A MASTER INTERLOCAL AGREEMENT  
BETWEEN THE CITIES OF KENNEWICK AND RICHLAND,  
WASHINGTON, FOR THE CREATION OF A MASTER INTERLOCAL  
PARTNERSHIP AND COLLABORATION AGREEMENT

WHEREAS, RCW 39.34 authorizes cities in the state of Washington to enter into agreements for the joint and cooperative exercise of certain powers, privileges, and authority; and

WHEREAS, the cities of Kennewick and Richland have determined that there are opportunities where partnerships and collaboration would be in the best interests of the citizens of the respective jurisdictions; and

WHEREAS, there are certain economic, operational, and strategic advantages that Kennewick and Richland desire to explore further; and

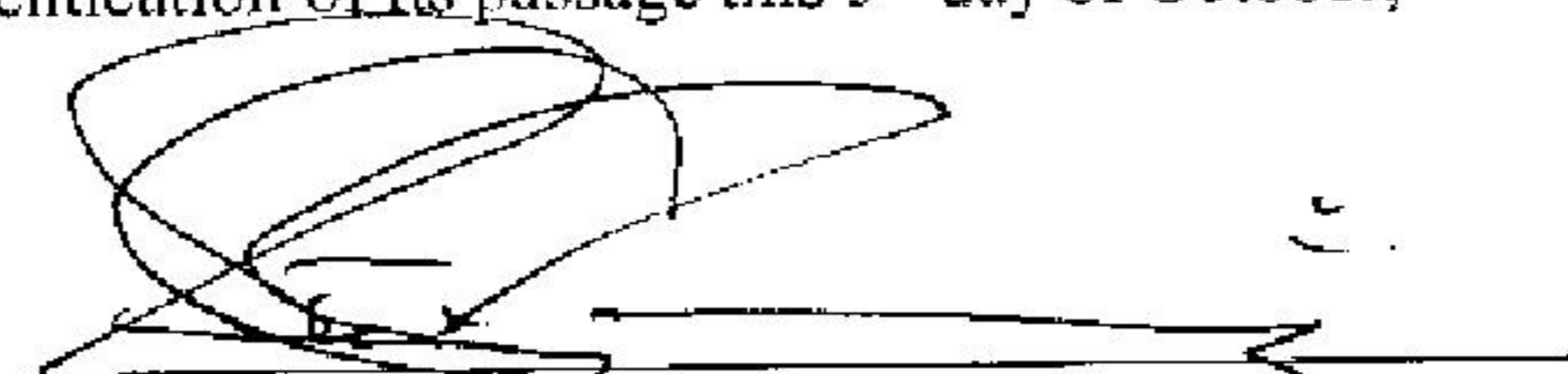
WHEREAS, the Kennewick City Council supports a Master Interlocal Partnership and Collaboration Agreement as an operating arrangement for these efforts; NOW, THEREFORE,

IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON that the City Council adopts the Master Interlocal Partnership and Collaboration Agreement for the creation of an operating arrangement between the Cities and, further, authorizes the Mayor to sign the Interlocal Agreement.

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, this 5<sup>th</sup> day of October, 2010, and signed in authentication of its passage this 5<sup>th</sup> day of October, 2010.


Attest:

  
VALERIE J. LOFFLER, City Clerk

  
STEVE C. YOUNG, Mayor

RESOLUTION NO.10-33 filed and recorded in the office of the City Clerk of the City of Kennewick, Washington, this 6<sup>th</sup> day of October, 2010.

Approved as to Form:

  
LISA BEATON, City Attorney

  
VALERIE J. LOFFLER, City Clerk

RESOLUTION NO. 59-10

A RESOLUTION authorizing an Interlocal Agreement among the cities of Richland and Kennewick Washington for the creation of a Master Interlocal Partnership and Collaboration Agreement.

WHEREAS, RCW 39.34 authorizes cities in the state of Washington to enter into agreements for the joint and cooperative exercise of certain powers, privileges and authority; and

WHEREAS, the cities of Richland and Kennewick have determined that there are opportunities where partnerships and collaboration would be in the best interests of the citizens of the respective jurisdictions, and;

WHEREAS, there are certain economic, operational and strategic advantages that Richland and Kennewick desire to explore further, and;

WHEREAS, the Richland City Council supports a Master Interlocal Partnership and Collaboration Agreement as an operating arrangement for these efforts; NOW THEREFORE,

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland as follows:

Section 1.01 The City Council adopts the Master Interlocal Partnership and Collaboration Agreement for the creation of an operating arrangement among the Cities and, further, authorizes the Mayor to sign the Interlocal Agreement.

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

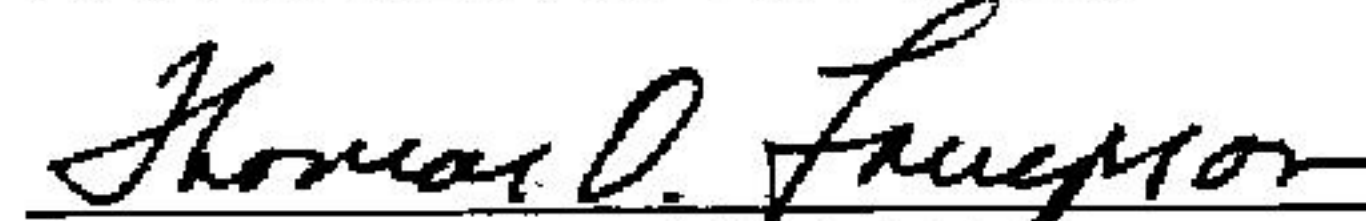
ADOPTED by the City Council of the City of Richland at a regular meeting on the 5th day of October, 2010.

  
\_\_\_\_\_  
JOHN FOX  
Mayor

ATTEST:

  
\_\_\_\_\_  
DEBRA C. BARHAM, CMC  
Chief Deputy City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
THOMAS O. LAMPSON  
City Attorney