

INTERLOCAL AGREEMENT BETWEEN

**City of Richland
and
Educational Service District 123**

This agreement is made by and between Educational Service District No. 123 (hereinafter referred to as "the ESD"), a political subdivision of the State of Washington and the City of Richland (hereinafter referred to as "the City"), a municipal corporation of the State of Washington, for the purpose of providing technology expertise during construction programs.

NOW, THEREFORE, it is mutually agreed and understood as follows:

Role and Responsibilities

The role of the ESD is to provide technology construction consultation services to the City in support of construction projects as requested and agreed to by both parties and as delineated in Attachment A.

The overall managerial responsibility for the construction projects contracted will rest with the City

Administrative Responsibilities

The ESD 123 Superintendent shall employ or contract with personnel for the delivery of the technology construction consultation services.

Personnel assigned to the technology construction consultation services program shall receive remuneration and benefits consistent with established ESD 123 policies. Evaluation of ESD 123 employees assigned to the technology construction program shall be in accordance with the applicable evaluative criteria and procedures of ESD 123.

The ESD 123 Administrator shall be responsible for:

1. Hiring the staff for this program, with the advice and consent of the City;
2. Evaluation of staff, with the advice and consent of the City;
3. Provide to the program, equipment and supplies necessary to accomplish the goals of the program;
4. Invoicing the City for costs of the services delivered

The City of Richland shall be responsible for:

1. Identifying a lead contact for each project. This person shall have the authority to request technology construction consultation services from the ESD and authorize payment for the services delivered by their request.

2. Supervision of their construction projects, to include construction of technology infrastructure.
3. Insurance and bonding for their construction projects.
4. Reimbursing ESD 123 within 30 days of receipt of invoice for the costs of the program.

Property

All property purchased by the City shall remain the property of the City. All property purchased by the ESD shall remain the property of the ESD.

Personnel Issues

Should problems involving ESD 123 staff arise, ESD 123 will take appropriate action to resolve the problem as determined by the ESD 123 Superintendent.

Dispute Resolution

In cases of unresolved disputes in areas covered by this agreement, the Superintendent of ESD 123 and the City Manager of the City of Richland will meet to resolve the dispute. This agreement contains the entire understanding between the parties and shall not be modified in any manner except in writing executed by all parties.

Mediation

If the dispute has not been resolved after following the aforementioned process, the parties agree to use mediation. The parties agree to select a mutually agreed upon third person who will actively help the parties reach a negotiated settlement. This settlement shall be reduced to writing and shall be signed in a fashion similar to this agreement.

Termination

This agreement shall be effective September 1, 2007, through August 31, 2008, and shall be automatically renewed for each successive year unless terminated by either party.

Either party may terminate this agreement at any time upon 60 days written notice to the other party.

Waiver

Either party's failure to insist upon strict performance of any covenant or agreement in this agreement, or either party's failure to exercise any right contained in this agreement, shall not constitute a waiver or relinquishment of a party's right to enforce any covenant or agreement in this agreement. In this situation, all the covenants and agreements in this agreement shall remain in full force and effect.

Severability

If any provision of this agreement is determined to be contrary to any present or future law, the remainder of the agreement shall remain in full force and effect.

Indemnification

To the extent that the Constitution and the laws of the State of Washington permit, ESD 123 shall indemnify and hold the City of Richland harmless from and against any claims, demands, losses, and liabilities for any and all injuries to persons or property arising from the negligent act or omission of ESD 123 arising out of the Agreement with ESD 123 and the City of Richland, except for such damage, claim or liability resulting from the sole negligent act or omission of ESD 123.

To the extent that the Constitution and the laws of the State of Washington permit, the City of Richland shall indemnify and hold ESD 123 harmless from and against any claims, demands, losses, and liabilities for any and all injuries to persons or property arising from the negligent act or omission of the City of Richland arising out of the Agreement with City of Richland and ESD 123, except for such damage, claim or liability resulting from the sole negligent act or omission of the City of Richland.

This agreement, drafted and executed in the State of Washington, shall be governed by, and enforced according with, the laws of the State of Washington.

Dated this 24 day of July, 2008.

Michael R. Mitchell
City Manager *Contracts Officer*
City of Richland

Dated this 02 day of Sept, 2008

Bruce J. Hawker
Superintendent
Educational Service District 123

5-13-08

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Educational Service District 123**

Attachment A

Scope of Services to be provided by ESD 123 to the City of Richland:

- Provide technology construction consultation services as requested and in support of the Richland Public Library Remodel Project.

Fee Schedule and Conditions:

- Technology construction consultation services are to be billed at \$75.00 per hour, plus expenses.
- Services shall be invoiced to the City of Richland on a monthly basis.
- Total amount of services billed in accordance with the "Scope of Services" above shall not exceed \$8,000 without further amendment to this Agreement.