

COPY

WSU Contract #16351

**INTERAGENCY AGREEMENT
BETWEEN
WASHINGTON STATE UNIVERSITY
AND
RICHLAND SCHOOL DISTRICT**

THIS INTERAGENCY AGREEMENT (the "Agreement") is by and between Washington State University, an institution of higher education and agency of the state of Washington (hereafter referred to as "WSU"), and Richland School District No. 400, a public school district located in Richland, Washington (hereafter referred to as "RSD").

IT IS THE PURPOSE OF THIS AGREEMENT to memorialize the terms and conditions under which RSD, through its Hanford High School, may continue to utilize certain real property which was deeded to WSU by RSD pursuant to that certain Disposition Agreement dated December 10, 1993 (the "Disposition Agreement").

NOW, THEREFORE, the parties agree as follows:

I. STATEMENT OF WORK

Each party shall do all things necessary for and incidental to the performance of the duties set forth below.

A. Duties of WSU:

1. Permit RSD to use thirty (30.0) acres of real property owned by WSU and located in Richland, Washington, adjacent to Hanford High School, and more particularly described on Exhibit A attached hereto and incorporated herein by reference (hereafter referred to as the "Premises"), for the purpose of constructing and maintaining certain Hanford High School facilities (currently a football field, running track, bleachers and practice fields) and conducting related school and community activities.
2. Provide RSD with no less than one (1) academic year's notice in the event WSU determines it becomes necessary to use the Premises for WSU purposes.
3. Bear the cost of displacement and replacement of the facilities that were in existence at the time the Disposition Agreement was entered into, which includes a running track, football field, soccer field and bleacher seating, which will be affected by WSU's future intended use, per the terms of the Disposition Agreement.

*30 acres
DOC # 492
Parcel #
12608 100 0002
000*

B. Duties of RSD:

1. Maintain and repair the Premises, including mowing, irrigating, weeding, fertilizing, painting, snow removal as necessary, and scheduling of all maintenance and sporting activities at RSD's sole cost and expense.
2. Continue to comply with the terms and conditions of that certain Agreement dated February 25, 1986, as amended, by and between WSU and RSD regarding operation, maintenance, repair and replacement of the irrigation system pumping water from the Columbia River to the Premises.
3. Modify or replace at RSD's cost and as directed by WSU the 5 hp submersible pump installed by WSU in the river pump house intake line, in order to accommodate the additional watering demands of the new playing fields.
4. Modify or replace at RSD's cost two existing isolation valves previously installed by RSD, in order to allow proper isolation of the WSU irrigation system and the Hanford irrigation system.
5. Obtain WSU's prior review and approval of all proposed modifications or improvements to the Premises, including but not limited to the current proposed improvements for a new baseball diamond and soccer field on the Premises, and proposed installation by RSD of any filtration or chemical injection systems on WSU property.
6. ~~Construct any such modifications and improvements in compliance with all applicable laws and regulations, including obtaining all permits where required.~~
7. Cooperate with WSU in vacating the Premises when WSU provides notice of its intended use of the Premises as provided for above.
8. Remove all facilities constructed on the Premises after execution of the Disposition Agreement at RSD's sole cost and expense.

C. It is mutually agreed:

1. WSU and RSD will formalize as necessary a schedule of water usage for the irrigation and watering needs of each party as a result of the anticipated increased water demand due to the additional playing fields to be added by RSD and the new BSEL building scheduled to be built on WSU's campus.
2. WSU and RSD will mutually address in good faith how best to resolve the potential impact of the additional playing fields on parking, traffic, pedestrian hazards, trash accumulation, field lighting which may affect residential neighbors, and any other matters the parties deem appropriate.

II. PERIOD OF PERFORMANCE

The period of performance of this Agreement shall be for a term which shall run concurrently with the term of the Disposition Agreement, and shall end when WSU begins actual use of the Premises (the "Term").

III. PAYMENT

In accordance with the Disposition Agreement, RSD may use the Premises free of charge for the duration of the Term.

IV. RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six year after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

V. INSURANCE

RSD shall furnish an appropriate and current certificate of insurance evidencing that there is presently in effect a policy of general liability insurance, including public liability and property damage, with minimum limits of at least one million dollars (\$1,000,000) per single occurrence, and two million (\$2,000,000) aggregate. This insurance coverage must be primary and non-contributory, and RSD agrees to name Washington State University, its officers, employees and agents, as an additional insured on such policy.

VI. INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

VII. MODIFICATION

This Agreement may be modified or amended by mutual agreement of the parties. Such

amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

VIII. HOLD HARMLESS

Each Party to this Agreement shall indemnify and hold the other harmless for any and all claims, injuries, damages, losses or suits, including attorneys' fees, arising out of its own acts or omissions and those of its officers, employees and agents in the performance of this Agreement. No party to this Agreement shall be responsible for the acts and omissions of those not a party to this Agreement. RSD shall further indemnify and hold WSU harmless for any and all claims, injuries, damages, losses or suits, including reasonable attorneys' fees, arising out of its use of the Premises or any facilities located thereon, or any defects in the same.

IX. TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within fifteen (15) working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other. See Section IX for the provisions for disposition of property upon the partial or complete termination of this Agreement.

X. DISPUTES

In the event that a dispute arises under this Agreement that the parties can't resolve, they shall allow the dispute to be decided by a Dispute Panel in the following manner: Each party to this Agreement shall appoint one member to the Dispute Panel. The members so appointed shall jointly appoint an additional member to the Dispute Panel. The Dispute Panel shall review the facts, contract terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Panel shall be final and binding on the parties hereto.

XI. GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this agreement shall be construed to conform to those laws. In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order.

- A. applicable state and federal statutes and rules;
- B. statement of work; and
- C. any other provisions of the Agreement, including materials incorporated by reference.

XII. ASSIGNMENT

The work to be provided under this Agreement, and any claim arising under this Agreement is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

XIII. WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

XIV. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

XV. ENTIRE AGREEMENT

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind any of the parties hereto.

XVI. CONTRACT ADMINISTRATION

A designated contract administrator for each of the parties shall administer this Agreement and be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The Contract Administrator for WSU is:
Name: Clark Haueter
College or Department: WSU Tri-Cities
Address: 2700 University Ave Richland, WA 99354
Telephone: 509.372.7261
Fax Number: 509.372.7133

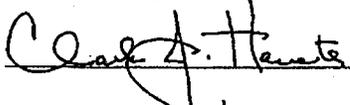
The Contract Administrator for RSD is:
Name: Rich Puryear
College or Department: Fiscal
Address: 615 Snow Ave. Richland WA 99352
Telephone: 509.967.6030
Fax Number: 509.942.2401

XVII. SIGNATURES

The parties affirm they have designated the persons below to have signature authority for the parties. By their signatures on this Agreement, the parties agree to all of its terms and conditions.

**WASHINGTON STATE UNIVERSITY
("WSU")**

Recommended by:

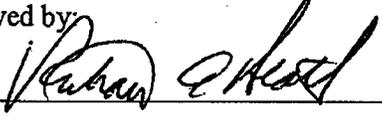
By: 

Name: Clark J. Haueter

Title: Vice Chancellor

Date: 8 March 2006

Approved by:

By: 

Name: Richard A. Heath

Associate Vice President
Washington State University

Title: _____

Date: March 9, 2006

**RICHLAND SCHOOL DISTRICT
("RSD")**

Recommended by:

By: 

Name: John Steach

Title: Executive Director of Support Services

Date: March 7, 2006

Approved by:

By: 

Name Rich Puryear

Title: Executive Director of Financial Services

Date: March 7, 2006