

2022-2028 INTERLOCAL AGREEMENT CONTINUING THE OPERATION OF THE
TELEVISION FACILITIES MANAGEMENT COMMITTEE FOR THE MANAGEMENT
AND JOINT USE OF TELEVISION PRODUCTION EQUIPMENT AND FACILITIES BY
AND BETWEEN THE CITY OF BELLEVUE AND BELLEVUE COLLEGE

I. PARTIES

This Interlocal Agreement is entered into by and between Bellevue College (herein after the "College"), an agency of the State of Washington, and the City of Bellevue (hereinafter the "City"), a municipal corporation of the State of Washington, collectively referred to herein as the "parties", pursuant authority conferred under Chapter 39.34 RCW.

II. PURPOSE

The parties intend to enter into this Interlocal Agreement Continuing the Establishment of the Television Facilities Management Committee for the Management and Joint Use of Television Production Equipment and Facilities (the "Agreement") and to maintain a cooperative effort to jointly utilize the College's television production facilities and equipment and the City's Educational and Government Access Channel capacity so that both parties may better serve their constituent communities at the lowest possible cost.

The parties to this Agreement work together to perform the following tasks and serve the following functions:

1. To provide the City the ability to operate a government access cable television channel (BTV) in a cost-effective fashion.
2. To provide the College the means and ability to operate a television production training program and an education access cable television channel in a cost-effective fashion.
3. To foster cooperation in the use of the video and television services and the production of video and television programming that benefit the residents of the City and the students and prospective students of the College.
4. To maximize the use of resources toward the joint operation of a television studio and cable distribution system housed at the College.
5. To maintain operating Agreements relating to the ownership and maintenance of equipment and the joint use of facilities at the College.

6. To maintain financial Agreements relating to the ownership and maintenance of equipment and the joint use of facilities at the College.
7. To foster cooperation in the production of television and video programming production.
8. To ensure the cable channels for the City and the College are programmed and operated from the cable head-end at the College.
9. To provide on-the-job training opportunities for students at the College who will be entering the television and video production job market.

III. CONSIDERATION

This Agreement is entered into in exchange for the mutual promises set forth herein. In regard to the joint use of the television and video production facilities and equipment and as governed by the terms of this Agreement:

1. The College will provide property and space on campus, joint use television and video production equipment and facilities and labor for maintenance. The College will also provide a financial contribution for the purchase of replacement cable transmission facilities.
2. The City will provide financial contributions for the purchase of replacement equipment, funding for the ongoing and necessary repair, maintenance, and replacement of the equipment and Access Channel capacity under the term of its cable franchise agreement(s).

IV. TERMS

Both parties hereby agree as follows:

1. FORMATION AND ADMINISTRATION

This Agreement shall be administered by a joint administrative Television Facilities Management Committee, (the "TFMC"). The TFMC shall be comprised of six (6) representative members described in further detail below.

2. POWERS DELEGATED TO THE TFMC

The TFMC shall have the following authority and powers:

- 2.1 The TFMC shall set TFMC administrative policy, and shall, as guided by the terms of this Agreement, make decisions regarding the parties' use of the joint use television production facilities and equipment governed by this

Agreement. In furtherance of this responsibility, the TFMC shall have the authority to:

2.1.1 Implement this Agreement on behalf of the College and the City.

2.1.2 Oversee and manage the day-to-day operations of the joint use equipment and production facilities located at the College, including:

2.1.2.1 Establish and coordinate the scheduled use of the joint use equipment and facilities;

2.1.2.2 Establish standards for the use of the joint use equipment and facilities;

2.1.2.3 Establish work standards for paid student production assistants; and

2.1.2.4 Establish other standards and procedures deemed necessary to carry out the terms of this Agreement.

2.2 The TFMC shall have the authority to conduct the business of the TFMC, including managing the fiscal operations of the TFMC except as may be specifically limited by the terms of this Agreement. In furtherance of this responsibility, the TFMC shall have the authority to:

2.2.1 Make recommendations to the College and to the City with respect to any annual budget allocations necessary for carrying out the terms of this Agreement, which each party may consider and act upon pursuant to its own budgeting policies and procedures;

2.2.2 Oversee the TFMC annual budget and track contributions and expenditures made by the parties pursuant to this Agreement;

2.2.3 Seek grants and other sources of external funding on behalf of the City and the College;

2.2.4 Develop and administer an ongoing equipment acquisition, repair, maintenance, and replacement program;

2.2.5 Develop a fee schedule for use of shared facilities and equipment by individuals and groups not party to this Agreement. Any such fee collected shall go to the equipment maintenance fund established in accordance with this Agreement;

2.3 The TFMC shall ensure that policies, procedures, and practices for the joint use of the equipment and facilities, as provided in this Agreement are developed and implemented.

2.4 Each party to this Agreement is responsible for the content of its own programming. The TFMC does not have oversight of programming content.

2.5 The TFMC shall have authority to do all things necessary, incidental, or convenient to the exercise of the foregoing powers and accomplishment of the foregoing purposes.

3. OPERATION OF THE TFMC

3.1 The Bellevue City Manager, or his/her designee, and the Bellevue College President, or his/her designee, shall each designate three (3) employees of their respective organizations to serve as their representative members on the TFMC.

3.2 The TFMC will be co-chaired, with one co-chair being selected by the Bellevue City Manager, or his/her designee, and one co-chair being selected by the President of Bellevue College, or her/his designee.

3.3 All representative members of the TFMC shall have one vote.

3.4 A majority comprised of two (2) representative from the College and two (2) representatives from the City will constitute a quorum of the TFMC.

3.5 All decisions of the TFMC shall be made by majority vote of at least two (2) representatives from the College and two (2) representatives from the City at a regular or special meeting.

3.6 Proxies are authorized in voting and in determining whether a quorum is present, provided that the proxy is in writing, designates its holder by name, the holder is in attendance at the meeting, and the scope of the proxy is stated.

3.7 The TFMC shall hold regular quarterly meetings, unless a meeting is canceled by agreement of both co-chairs. However, in no event shall the TFMC hold less than two meetings per calendar year.

3.8 Special meetings of the TFMC may be convened whenever deemed necessary by agreement of both co-chairs, upon at least twenty-four (24) hours' notice to other TFMC members.

3.9 The co-chairs will appoint a recorder and meeting minutes shall be kept, digital copies of which will be maintained by the College.

4. TFMC MANAGEMENT OF ANNUAL BUDGET AND ASSETS

4.1 The TFMC shall be responsible for developing an annual budget as necessary for carrying out the terms of this Agreement.

4.1.1 The TFMC will maintain an account with the College for payment of obligations occurring under the terms of this Agreement. Funds for fulfilling the terms of this Agreement will be budgeted by each party, collected by the College, and maintained in an account with the College.

4.1.2 TFMC approval is required for purchases for any one item \$5,000 or above. Individual item purchases below \$5,000 will require approval of both TFMC co-chairs or their designees. Expenditures \$5,000 or above from said account shall be made only as approved by the TFMC, and all expenditures shall conform to the approved budget and spending policies for each party.

4.1.3 An ongoing, long-term General Equipment Acquisition, Replacement & Repair Reserve Account shall be established in the amount of \$60,000 per year as the TFMC shall determine is prudent and necessary to cover repair costs and the anticipated replacement of joint use video and television equipment at the end of its anticipated useful life.

It is anticipated that this funding will come from the city general fund until such time that FCC Public Access Educational Government (PEG) Fees are collected under the terms of the City's cable franchise agreement (s). If city funds or PEG Fees are not available or are insufficient to provide for the purchase of replacement joint use video and television equipment, then the City will notify the College and the parties will meet to negotiate an alternative equipment replacement schedule acceptable to both parties.

4.1.3.1 The General Equipment Acquisition Maintenance, Repair and Replacement Account shall be maintained and administered within the College's budget. On a quarterly basis the College will report the status of the General Equipment Acquisition, Maintenance, Repair and Replacement Account to the TFMC. Such report will detail all contributions and expenditures, and the present balance of the Account.

4.1.3.2 The TFMC shall establish and approve a fee schedule for use of shared equipment and facilities by individuals or groups other than the parties to this Agreement. Any such fees will be deposited in the General Equipment Acquisition, Maintenance, Repair and Replacement Account

4.1.4 A separate Equipment Service Agreement/Maintenance Account shall be established, maintained, and administered according to guidelines developed by the TFMC.

4.1.4.1 The City will provide an annual contribution of Twenty-One Thousand Dollars (\$21,000) to the Equipment Service Agreement/Maintenance Account and the College will provide labor for equipment repair, maintenance and/or replacement as appropriate.

4.1.4.2 The Equipment Service Agreement/Maintenance Account shall be maintained at Fifty Thousand Dollars (\$50,000). Once the account is at Fifty Thousand Dollars (\$50,000), no additional contribution from the City will be required unless and until the account falls below Fifty Thousand Dollars (\$50,000), whereupon the City will resume annual contributions until the account is restored.

4.1.5 An ongoing, long-term Transmission Equipment Replacement Reserve Account shall also be established and maintained as the TFMC shall determine is prudent and necessary to cover the anticipated replacement cost of cable transmission facilities at the end of their anticipated useful life.

4.1.5.1 Both the City and the College will contribute equally in the amount of Nine Thousand and Ninety Three Dollars (\$9,093) per year to a reserve account that will be used to purchase a digital cablecast automation system meeting the requirements of the TFMC once the current system has reached end of useful life. This system will support two (2) discreet 24-hour cable television channels, one for the City and one for the College. This equipment will be housed within the cable head-end at the College.

4.1.5.2 This reserve account will be set up and administered by the College, which will arrange purchase of the equipment according to its procedures. Installation of the system will be overseen jointly. The equipment will be jointly owned.

4.1.5.3 The expected lifecycle of this system is seven (7) years.

4.1.5.4 For the life of this system, the College will provide general maintenance for the system.

4.1.5.5 The City and the College will share any costs for capital improvements to the system in proportions agreed to by the TFMC on a case-by-case basis.

4.2 The TFMC will manage joint use equipment in the following manner:

4.2.1 The TFMC will maintain an inventory and perform an annual review of all joint use equipment and indicate the ownership of the equipment, the date of purchase, the anticipated useful life, the expected retirement date, any equipment that has been retired since the previous inventory, and the disposition of any retired equipment. This annual review will be part of the annual budget document.

4.2.2 All joint use equipment will be inventoried to indicate whether the equipment is owned by the College, by the City; or is jointly owned by both the College and the City.

4.2.3 Ownership of any new or replacement equipment shall be determined by the TFMC on a case-by-case basis, provided that such determination of ownership shall be consistent with and in keeping with the policies and practices of both the City and the College.

5. RIGHTS AND RESPONSIBILITIES OF THE CITY

In accordance with the terms of this Agreement, the City shall:

5.1 Contribute annually to the ongoing, long-term General Equipment Acquisition, Replacement & Repair Reserve Account , as referenced in Section 4.1.3.

5.2 Contribute annually to the Equipment Service Agreement/Maintenance Account, as referenced in Section 4.1.4.

5.3 Contribute annually to the ongoing, long-term Transmission Equipment Replacement Reserve Account, as referenced in Section 4.1.5.

5.4 Reimburse the College for student video production assistant hours, at rates comparable to the College's pay scale or as referenced in Section 6.5 , for City-requested production assistance for: 1) City Council meetings, 2) City Council Study Sessions, 3) Other production assistance as requested by the City

5.5 Be entitled to priority use of the joint use video and television equipment and facilities.

5.6 Be entitled to obtain relevant information, upon reasonable notice, from the TFMC including, but not limited to, the right to inspect and copy financial records and other matters pertinent to oversight of the Agreement.

5.7 Assume all responsibility for the content of programs produced for and by the City.

5.8 Designate an individual to serve as liaison with local cable companies on behalf of the TFMC.

5.9 File this Agreement with the County auditor or post this Agreement on the City's website pursuant to [RCW 39.34.040](#), as adopted or hereinafter amended.

5.10 Initiate or defend any legal action on behalf of the TFMC as it pertains to the City and its employees and the terms of this Agreement.

5.11 Nothing in this Agreement shall prevent the City from operating, in addition to the television production facilities shared with the College, separate television production facilities.

6. RIGHTS AND RESPONSIBILITIES OF THE COLLEGE

In accordance with the terms of this Agreement, the College shall:

6.1 Contribute annually to the ongoing, long-term Transmission Equipment Replacement Reserve Fund, as referenced in Section 4.1.5.

6.2 Provide space, only as related to this Agreement, in the College's Cable Distribution Room for the programming and distribution of the City's cable channel.

6.3 Provide joint use of the television and video production facilities for the City within the parameters set by the TFMC.

6.4 Provide work space at the College, only as related to this Agreement, for the City's video production staff, not to exceed the current level of three (3) staff without the express permission and agreement of the College.

6.5 Provide, upon reasonable advance request by the City, access to qualified student employees or interns, as available through the Advanced Video Production Certificate program at the College, to serve as video production assistants, for City-requested productions of: 1) City Council meetings, 2) City Council Study Sessions; and 3) Other productions as requested by the City, and to operate the cable channel digital playback server, including the encoding of programs and operation of the City character generator graphics program. Beginning Fall Quarter 2022, the College to guarantee a minimum of five students available each quarter (except Summer) to assist with City productions. If the College is unable to meet this minimum and the City requests additional assistance, the College will hire outside hourly help to be approved by both

TFMC co-chairs to be compensated at a rate up to twice the current student rate. The College shall invoice the City for reimbursement at the current student rate.

6.6 With the approval of the TFMC, determine the equipment specifications, and oversee the bidding and purchasing of all equipment acquired pursuant to this Agreement.

6.7 Provide utilities, maintenance, and custodial services for all space and equipment in the television production facilities, cable room, and work space of City television staff at the College. College to have a qualified broadcast technician easily reachable (with a response within ten (10) minutes) and able to access cablecast network equipment at Bellevue College (remotely or physically) until 6:30 p.m. on City Council meeting nights. If remote access is not sufficient to address the issue and a qualified broadcast technician is not already on site, a qualified broadcast technician shall be able to report physically to the College within one hour.

6.8 Provide a regular maintenance schedule and documentation of all maintenance performed, which shall undergo an annual review by the TFMC.

6.9 Be entitled to obtain relevant information, upon reasonable notice, from the TFMC including, but not limited to, the right to inspect and copy financial records and other matters pertinent to oversight of the Agreement.

6.10 Assume all responsibility for the content of programs produced for and by the College.

6.11 Initiate or defend any legal action on behalf of the TFMC as it pertains to the College and its employees and the terms of this Agreement.

6.12 Provide annual invoices to the City at least two months prior to the end of each calendar year so that the City is able to process said invoices prior to the closure of their fiscal year each year.

6.13 Nothing in this Agreement shall prevent the College from operating, in addition to the television production facilities shared with the City, separate television production facilities.

7. OWNERSHIP AND COPYRIGHT

7.1 Programs or works whose content and production are the sole result of the efforts of the City or the College remain the copyrighted property of that party.

7.2 The College, and/or its employees, and the City shall retain joint copyright and other rights of ownership of any or all programs or works cooperatively

produced between the City and the College, provided however that work produced by the College's student employees serving as video production assistants for City-requested productions shall be considered work made for hire for the City.

8. DURATION OF AGREEMENT

8.1 This Agreement shall remain in full force and effect for seven years until its expiration on October 1, 2028, or until it is earlier terminated in accordance with the terms of this Agreement. Upon the expiration of the term of this Agreement, and provided that the parties are then negotiating in good faith on the terms and conditions of a renewal or successor agreement, the terms and conditions of this Agreement shall remain in effect.

8.2 The parties to this Agreement shall review, at intervals no less than two (2) years, the rights and responsibilities as provided in Section 5 and Section 6 for conformance with the expressed purposes of the Agreement. Based on this review, the Agreement may be modified or terminated according to the terms specified in herein.

9. DISPUTE RESOLUTION

9.1 The first attempt to resolve any dispute between the City and the College on the interpretation of the contents of this Agreement shall be on an informal basis through the TFMC.

9.2 Disputes unresolved at the TFMC level will be submitted to the Bellevue City Manager or his/her designee and to the Bellevue College President or his/her designee for resolution.

9.3 If a dispute is unresolved under Section 9.2, then either party may pursue any legal or equitable remedy available under applicable law.

10. TERMINATION

10.1 If there is a written notice of a material breach of this Agreement from either party to the other, and the breaching party fails to cure such breach within thirty (30) days of such notice, the other party may then terminate this Agreement upon ninety (90) days written notice.

10.1.1 In such an event, the breaching party shall be liable for damages as authorized by law, both in law and equity, in accordance with the terms of this Agreement.

10.2 This Agreement may be mutually terminated by written agreement of both parties at any time.

10.2.1 In such event, the disposition of property will be dispersed or disposed of according to the ownership of the property as outlined in Section 12 of this Agreement.

10.3 This Agreement shall be terminated at the end of the seventh year if a new Agreement is not signed by both parties, unless the parties are negotiating in good faith the terms of a renewal or successor agreement as provided in Section 8.1.

10.3.1 In such event, the disposition of property will be dispersed or disposed of according to the ownership of the property as outlined in Section 12 of this Agreement.

10.4 If the Bellevue City Council, in the good faith exercise of its discretion, or the Bellevue College Board of Trustees, in the good faith exercise of its discretion, makes a finding of fiscal exigency, either party may terminate this Agreement by giving ninety (90) days' notice to the other party.

10.4.1 In such event, the disposition of property will be dispersed or disposed of according to the ownership of the property as outlined in Section 12 of this Agreement.

11. FORCE MAJEURE: IMPOSSIBILITY OF PERFORMANCE

In the event that either party's performance of any of its obligations under this Agreement is delayed or prevented due to any reason beyond its reasonable control, then that party's performance shall be excused. Such reason shall include, without limitation: compliance with any law, decree, or order of any governmental agency or authority; unanticipated utility failure, riot, war, public health emergency, strike, public disturbance, fire, flood, earthquake, or other act of God; or other circumstance not within the control of the party whose performance is interrupted, the party so suffering may at its option, suspend, without liability or default, the performance of its obligations hereunder until such performance is reasonably practicable. The parties shall use all reasonable and prudent efforts to eliminate or minimize any delay or suspension of performance.

12. DISPOSITION OF PROPERTY UPON TERMINATION OF AGREEMENT

12.1 Upon the termination of this Agreement, property will be dispersed as follows:

12.1.1 Ownership of any shared equipment purchased through the City's General Equipment Replacement Reserve Fund, as referenced in Section 4.1.3, shall be split equally between the parties, unless otherwise negotiated.

12.1.2 The net balance in the Equipment Maintenance, Repair and Replacement Account established by the TFMC, as referenced in Section 4.1.4, will be returned to the City.

12.1.3 Ownership of any shared equipment purchased with funds from the Transmission Equipment Replacement Reserve Fund of the TFMC, as referenced in Section 4.1.4, will be split equally between the parties, unless otherwise negotiated.

12.1.4 The disposition of the cablecast automation system shall be arranged as follows:

12.1.4.1 If both parties agree that one party retain the cablecast automation system, the retaining party will pay the other a pro-rated rate that will be reduced by one seventh of the original purchase cost for each year of the system's operation. The expected lifecycle of this system being seven (7) years, as referenced in Section 4.1.5.3, the system will be presumed to have no market value after the seventh year.

12.1.4.2 If neither party chooses to retain the cablecast automation system, the parties will jointly arrange sale of the system and divide the proceeds equally.

12.1.4.3 Replacement funds contributed by the City, plus accrued interest, will be refunded by the College to the City.

12.1.5 Any material or structural improvement to the College facilities will remain with, and belong to, the College.

12.2 Nothing in this Agreement requires the College to transfer its production facilities and equipment to a new City location. Any of such real or personal property owned by the College shall remain the property of the College upon the termination of this Agreement.

12.3 Any liabilities relative to the terms of this Agreement that exist at the termination of this Agreement will be equally divided between both parties.

12.4 Copyright, and all other incidents of ownership, of any production or work held jointly by both parties at the time of termination will be transferred in equal shares between the City and the College, unless both parties agree to another distribution formula.

13. HOLD HARMLESS

Both parties shall protect, defend, indemnify, and save harmless each other, their officers, employees, and agents while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages, arising out of or in any way resulting from either party's negligent acts or omissions in performing their obligations under this Agreement. The parties agree that they are fully responsible for the acts and omissions of their own contractors, subcontractors, employees, and agents, acting within the scope of their employment as such, as they are for the acts and omissions of its own employees and agents. The parties agree that their obligations under this provision extend to any claim, demand, and/or cause of action brought by or on behalf of any of their employees or agents. The foregoing indemnity is specifically and expressly intended to constitute a waiver of both parties' immunity under Washington's Industrial Insurance Act, RCW Title 51, as respects the parties only, and only to the extent necessary to provide the parties, their officers, employees, and agents with a full and complete indemnity of claims made by the parties' employees. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

Neither party shall be considered the agent of the other, nor does either party assume any responsibility to the other party for the consequences of any act or omission of any party or other third party not a party to this Agreement.

The provisions of this section shall survive and remain applicable to each of the parties notwithstanding any termination or expiration of this Agreement.

14. INSURANCE COVERAGE

14.1 All College employees, officers or authorized agents are covered against claims based upon their negligence while acting as agents of the state and/or the College. Tort claims properly filed against the state are processed as prescribed in the Tort Claims Act, Chapter 4.92 of the Revised Code of Washington ("RCW"). In summary, the code states that individuals may sue the state (RCW 4.92.010), the state may provide legal defenses for officers and employees against whom claims are filed (RCW 4.92.070), and judgments against the state and/or employees may be paid by the state (RCW 4.92.130). This statement of certification is offered as information only, and should not be construed as creating, limiting, or defining the legal rights and responsibilities of the parties referred to herein.

14.2 The City is fully self-insured against general liability loss exposures under the provisions of Chapter 48.62 RCW. Pursuant to Chapter 3.81 of the Bellevue City Code, all City employees, officers or authorized agents are covered against claims based upon their negligence while acting as agents of the City.

14.3 The City shall not be responsible for payment of industrial insurance premiums for any claim or benefit for the College, or a subcontractor, or employee of the College, which might arise under the industrial insurance laws during the performance of duties and services under this Agreement.

14.4 The College shall not be responsible for payment of industrial insurance premiums for any claim or benefit for the City, or a subcontractor, or employee of the City, which might arise under the industrial insurance laws during the performance of duties and services under this Agreement.

15. NOTICE PROVISIONS

15.1 Any notice or demand required to be sent under the terms of this Agreement shall be sent as follows:

For the College:

Bellevue College
3000 Landerholm Circle, S.E.
Bellevue W A 98007-6484
Attention: President

For the City:

City of Bellevue
P.O. Box 90012
Bellevue, WA 98009-90012
Attention: BTV Manager

With a copy to:

City of Bellevue
P.O. Box 90012
Bellevue, WA, 98009-90012
Attention: City Clerk

15.2 Notice(s) shall be sent by either personal service or by United States Certified Mail, return receipt requested, postage prepaid, and shall be deemed received on the earlier of the date actually received or five (5) days after mailed (unless the fifth day is on a weekend or holiday, in which case the notice(s) will be deemed received on the next business day).

16. MODIFICATION OR AMENDMENT OF AGREEMENT

16.1 This Agreement, together with any attachments, constitutes the entire Agreement between the City and the College, and supersedes all previous written or oral agreements between the parties.

16.2 This Agreement may be amended in whole or in part by written agreement of the parties at any time.

16.3 Any amendments, to be effective, must be approved in writing by the President of Bellevue College and by the Bellevue City Council.

17. ADDITION(S) OR CHANGE(S) IN PARTIES

17.1 Neither party may enter into additional agreements as they relate to the purposes of this Agreement without the prior written consent of the other party.

17.2 This Agreement and each of the terms, provisions, conditions and covenants hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The above notwithstanding, none of the rights or duties hereunder may be assigned by either party without the prior written consent of the other party.

18. NON-WAIVER OF BREACH

The failure of the College or the City to insist upon strict performance of any of the obligations, duties, covenants and commitments agreements of this Agreement, or to exercise any option herein conferred in anyone or more instances, shall not be construed to be a waiver or relinquishment of any such, or any other obligations, duties, covenants or commitments agreements, but the same shall be and remain in full force and effect.

19. GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Washington. The venue of any action brought hereunder shall be in King County, Washington.

20. SECTION HEADINGS

The section headings in this Agreement are for convenience only, and in no way define, limit, extend or interpret the scope of this Agreement or of any particular section hereof.

21. EFFECTIVE DATE AND FILING

This Agreement shall become effective following:

21.1 Approval of the Agreement by the official action of the governing bodies of each of the parties hereto; and,

21.2 Execution of the Agreement by the duly authorized representative of the parties hereto; and,

In witness whereof, the College and the City have executed this Agreement.

BELLEVUE COLLEGE:

President

Dated:_____

Approved as to form:

By:_____
Assistant Attorney General

City of Bellevue:

City Manager

Dated:_____

Approved as to form:

By:_____
City Attorney