

INTERLOCAL COOPERATIVE AGREEMENT

FOR CABLE BRIDGE ILLUMINATION UPDATE

BY THIS LOCAL COOPERATIVE AGREEMENT entered into this 06 day of March, 2024, between the City of Pasco, Washington, a Washington Municipal Corporation ("**Pasco**"), the City of Kennewick, Washington, a Washington Municipal Corporation ("**Kennewick**"), the Port of Pasco, a Municipal Corporation ("**Port of Pasco**"), and Port of Kennewick, a Municipal Corporation ("**Port of Kennewick**") and collectively referred to as "**Parties**", do hereby enter into the following **Agreement**. Pursuant to Chapter 39.34 RCW, and in consideration of the mutual benefits and covenants described herein, the Parties agree as set forth below.

Section I – Project Description

I.I Purpose

The purpose of this **Agreement** is to facilitate the modernization and enhancement of the lighting system for the Pasco - Kennewick Intercity Cable Bridge ("**Bridge**") to promote tourism and economic development ("**Project**"). The existing lighting system of the Bridge shall be replaced with state-of-the-art LED lighting fixtures. These fixtures will allow for dynamic and programmable lighting effects, controlled remotely from an offsite computer program.

I.II Background

1. The **Bridge**, due to its distinctive design, has long served as a symbol of this region, particularly during the "Year of the River" in 1998.
2. The **Bridge's** illumination is seen as a unique opportunity to enhance the aesthetic beauty of the river setting. The installation of modern LED lighting will transform the **Bridge** into a visual attraction, creating a striking image that complements the symbolic role it holds for the Tri-Cities region.
3. This project represents a collaborative effort among the parties to revitalize the **Bridge's** lighting system for the mutual benefit of the Tri-Cities region.
4. The **Parties** are acting pursuant to their authorities to promote tourism and economic development within their respective boundaries.

I.III Project Scope

The scope of this Agreement shall encompass the following:

1. **Design and Specifications:** The design and specifications for the Project shall be provided by **ENGINEERING FIRM**, hereinafter referred to as the "**Design Consultant**", and shall be responsible for the following scope of work:

- **Review of Washington State Department of Transportation (WSDOT) As-Built:** The Design Consultant shall conduct a comprehensive review of the WSDOT as-built documents to assess the current state of the lighting system on the Pasco - Kennewick Intercity Cable Stay Bridge.
- **Preliminary Equipment List and Work Items:** Based on the findings from the as-built review, the Design Consultant shall formulate a preliminary equipment list, detailing the necessary components and a list of work items required to facilitate the installation of the new LED lighting system Project.
- **Cost Estimate:** The Design Consultant shall provide a detailed cost estimate for the entire Project. This estimate shall encompass all expenses associated with the procurement and installation of the Project, as well as any additional costs related to the Project's execution.
- **Promotional Visual Representation:** The Design Consultant shall create a promotional visual representation illustrating the potential aesthetic transformation of the **Bridge** with the implementation of the new LED lighting system. This visual representation shall serve as a promotional tool to garner support for the project and demonstrate its potential impact on the region's landscape.

The design and specifications developed by the Design Consultant, encompassing the above elements, will be shared with all Parties to this Agreement for their timely review and approval.

I.IV Fundraising Efforts

The scope of fundraising efforts shall include, but shall not be limited to, the following objectives:

- **Community Involvement:** Encourage the active participation of local businesses, citizens, and community organizations in supporting the project through financial contributions, sponsorships, and volunteer efforts.
- **Fundraising Campaign:** Plan, coordinate, and execute a comprehensive fundraising campaign that engages the community, conveys the significance of the project, and provides clear avenues for financial support.
- **Funds Allocation:** Allocate the funds raised from the community towards the overall project cost, with the goal of funding the entire project through a combination of public and private contributions.
- **Transparency:** Maintain transparency in all fundraising activities, accounting for all funds collected and expended, and providing regular updates to the community and the involved parties.

The **Parties** understand the value of the **Bridge** as an iconic symbol of the community and its potential to unite local residents, businesses, and stakeholders and to promote tourism and economic development in their respective jurisdictions. To leverage this iconic status, the **Parties** commit to dedicating reasonable efforts and resources towards achieving the Project's financial goals through fundraising efforts.

The **Parties** shall collaborate with local organizations, civic groups, and institutions to facilitate community engagement and fundraising activities. They shall work collectively to identify and reach out to potential donors and supporters within the community.

This commitment to fundraising efforts and community engagement aligns with the vision of using local support to contribute to the funding of the entire Project cost. The **Parties** will actively seek to leverage the iconic significance of the **Bridge** to foster local pride and garner financial support from the community.

I.V Funding

The **Parties** acknowledge the importance of securing funding for this Project, and they are committed to its success. In furtherance of this commitment, each Party agrees to provide an initial funding contribution. The details of each Party's contribution shall be as follows:

- **Pasco:** \$25,000
- **Kennewick:** \$25,000
- **Port of Pasco:** \$25,000
- **Port of Kennewick:** \$25,000

The purpose of this initial funding is to secure the resources required for obtaining a comprehensive and accurate cost estimate, which will serve as the foundation for initiating and facilitating the broader fundraising efforts. It is intended to not only support the development of an accurate Project budget but also to establish the fundraising campaign within the local community. The **Parties** shall closely coordinate their efforts to maximize the effectiveness of these fundraising activities. Port of Pasco and Port of Kennewick will have no further funding obligations under this Agreement.

In the event Project costs are higher than projected, the cities of Pasco and Kennewick will assume excess Project costs not to exceed 10% over the initial funding of \$100,000. Project costs in excess of the 10% contingency require written approval by the Cities in the form of an addendum to this Interlocal Agreement.

The Port's payment will be made within thirty days of receipt of invoice from City of Pasco.

If the Project is abandoned, then this Agreement shall be of no further force or effect.

SECTION II: PROJECT IMPLEMENTATION

II.I Administrative /Lead Agency

For the purpose of RCW 39.34, **Pasco** shall serve as the administrative/ lead agency responsible for overseeing the implementation of this Project and for securing all necessary permits and certifications required for its successful completion.

II.II Procurement and Project Execution

1. **Pasco** shall be responsible for procuring all services and materials required to execute this Project in strict accordance with the design and specifications outlined in Section I and in accordance with RCW requirements governing Professional Services and Public Works.
2. Pasco shall collect Project funds contributed by the Parties for this first phase of the Project and disburse such funds as described in this Agreement.
3. Once the design, equipment list, cost estimates, promotional visual representation and fundraising is complete, the Project shall be carried out using modern LED lighting technology as detailed in the design and specifications provided by **ENGINEERING FIRM and approved by the Parties**.

II.III Project Timeline

The target date for the completion of the Project under this **Agreement** shall be **TARGET DATE**. However, under no circumstances shall the Project extend beyond the deadline of **DEADLINE DATE** without the mutual consent of the **Parties**.

SECTION III: TERM OF AGREEMENT

The term of this **Agreement** shall commence on the date of its execution by all **Parties** i. The termination date for the installation of the illumination system shall be **SPECIFY DATE**, or upon the satisfactory completion and acceptance of the Project work outlined within this Agreement, unless otherwise modified, terminated, or extended by mutual agreement of the **Parties**. Any Party may terminate their participation in this Agreement by giving thirty (30) days written notice to all Parties at the addresses set forth below. A Parties' termination shall not relieve it of its funding obligation set forth in Section I.V Funding herein above.

SECTION IV: OWNERSHIP OF IMPROVEMENTS

All enhancements resulting from this Project shall constitute permanent fixtures on the **Bridge**, which is property owned by the State of Washington Department of Transportation.

SECTION V: MODIFICATIONS AND AMENDMENTS

This **Agreement** may only be modified, altered, or amended through written agreement executed by the then-current **Parties** to this **Agreement except as set forth in Section III**.

SECTION VI: MAINTENANCE

Upon the Project's completion and acceptance by the Parties, the ongoing operational and maintenance expenses shall initially be covered by eligible funding, as may be made available by the State of Washington. Any remaining costs shall be divided equally between Pasco and Kennewick.

SECTION VII: INTERLOCAL COOPERATION ACT PROVISIONS

No special budget or continuous funds are expected or required for the construction, maintenance, and operation of this Project. There is no intention to establish a separate legal entity for the cooperative Project, nor to require the holding or disposition of real or personal property. The Pasco Public Works Director shall be designated as the Administrator of the Project.

This Agreement is made and entered into for the sole protection and benefit of the Parties hereto and their successors and assigns. No other person shall have any right or cause of action based upon any provisions of this Agreement.

This Agreement has been reviewed and revised by legal counsels for each Party, and no presumption or rule construing ambiguity against the drafter of the document shall apply to the interpretation or enforcement of this Agreement.

No employees or agents of any Party shall be deemed, or represent themselves to be, employees of any of the other Party.

A copy of this Agreement shall be recorded with the Auditor of each County within which any Party is located or shall be posted to each Parties' web site as provided by law,

Except as provided herein, each Party shall finance its own conduct of responsibilities under this Agreement. No ownership of property will transfer as a result of this Agreement.

SECTION VII: SEVERABILITY

If any term or condition of this **Agreement**, or its application to any person or circumstance, is found to be invalid, such invalidity shall not affect the validity of the other terms, conditions, or applications of this **Agreement** that can be given effect without the invalid provision. Consequently, the terms and conditions of this **Agreement** are considered severable.

SECTION IX: INDEMNIFICATION

Each Party shall undertake the defense, indemnification, and hold harmless of the others from any claims, damages, causes of action, or judgments arising due to the negligent or intentional actions of their agents, employees, or officers.

Each Party specifically assumes liability for actions brought by its own employees against the other Party and for that purpose each Party specifically waives, as respects the other parties only, any immunity under the Worker's Compensation Act, RCW Title 51.

The Parties recognize that this waiver was the subject of mutual negotiation. In the event any Party incurs attorney's fees, costs or other legal expenses to enforce the provisions of this Agreement against the other Party, all such fees, costs and expenses shall be recoverable by the prevailing Party.

No liability shall attach to any of the Parties by reason of entering into this Agreement except as expressly provided herein.

The provisions of this Section IX shall survive any termination or expiration of this Agreement.

SECTION X: ENTIRE AGREEMENT

This **Agreement** comprises the entirety of the terms and conditions agreed upon by the Parties. All documents referred to by incorporation are attached as exhibits. No other understandings, whether oral or otherwise, relating to the subject matter of this **Agreement**, shall be deemed to exist or bind any of the **Parties**.

This **Agreement** shall be construed and enforced in accordance with the laws of the State of Washington, and its validity and performance shall be governed by these laws. In the event of any legal action arising from this **Agreement**, the venue shall be the Superior Court in the County of Franklin, State of Washington.

SECTION XI: NOTICE ADDRESSES

All notices given pursuant to this Agreement shall be deemed delivered to the respective Party on the date that it is personally delivered to the address(es) set forth below, or on the date that it is successfully sent by email transmission to the email addresses set forth below:

ENTITY:
Attention:
Email:
Address

XII. RECORDS AND AUDIT.

During the term of this Agreement, and for a period not less than six (6) years from the date of termination, records and accounts pertaining to the work of this Agreement and accounting therefore shall be kept by each Party and shall be available for inspection and audit by representatives of either Party and any other entity with legal entitlement to review said records. If any litigation, claim, or audit is commenced, the records and accounts along with supporting documentation shall be retained until all litigation, claims, or audit finding has been resolved, even though such litigation, claim, or audit continues past the six-year (6) retention period. This provision is in addition to and is not intended to supplant, alter or amend records retention requirements established by applicable state and federal laws.

[SIGNATURES APPEAR ON NEXT PAGE]

CITY OF KENNEWICK:

DocuSigned by:
Lisa Beaton, City Manager
95FE26385E964F7...

Date: 3/6/2024

Approved as to form:

DocuSigned by:
James Douglas
6CE8CFE3933F41F...

City Attorney

PORT OF KENNEWICK:

DocuSigned by:
Tim Amigen CEO
897EAA4F32B4455...

Date: 3/12/2024

DocuSigned by:
Carolyn Lake
B3FE482D2D749D...

Port Legal Counsel

CITY OF PASCO:

DocuSigned by:
Rickie Sigdel, City Manager
E284E787420E498...

Date: 3/6/2024

Approved as to form:

DocuSigned by:
Eric Ferguson
67D77940F8D7407...

City Attorney

PORT OF PASCO

DocuSigned by:
Randy Lay Jr CEO
65FD003117974AB...

Date: 3/24/2024

DocuSigned by:
Aidi Ellard
4C41AF8F168B460...

Port Legal Counsel