

INTERLOCAL AGREEMENT

between

The City of Connell and the Port of Pasco *for* The Promotion of Tourism

This INTERLOCAL COOPERATIVE AGREEMENT ("Agreement") is entered into pursuant to RCW 39.34, as of this 18 day of June, 2018, by the City of Connell, a municipal corporation of the State of Washington, hereinafter the "City", and Port of Pasco, a public body corporate of the State of Washington, hereinafter "Port", collectively referred to in this Agreement hereafter as the "Parties".

WHEREAS; The City has authority to engage in tourist promotion per RCW 35.21.703 and other authorities; and

WHEREAS; The Port has authority to acquire and to operate tourism-related facilities jointly with any other municipality per RCW 53.08.255(2); and

WHEREAS; The City and the Port desire to promote tourism in the northern portion of the Port district, including the City of Connell; and

WHEREAS; the Port and the City have approved funding for promotion of tourism; and

WHEREAS; both the City and the Port individually, or jointly with another municipality, are authorized to acquire and to operate tourism-related facilities, whether located within or without such municipality per RCW 67.28.120; and

WHEREAS; both the Port and the City share similar goals and desire to engage in a joint project to promote tourism within their respective jurisdictions;

NOW THEREFORE; The City and Port agree to the following:

- 1. The Project.** The City and the Port shall engage in the planning, construction, and operation of a Welcome Center (the "Project" or "Welcome Center") located within the City of Connell to promote tourism in the City and the northern portion of the Port District pursuant to the terms and provisions of this Agreement. The Welcome Center is intended as a visitor's center for both Connell and the northern part of the Port District.

- 2. Funding for the Project.**
 - a.** The Port will provide a financial contribution for the building design, construction and construction management of the Welcome Center building that will not exceed the sum \$200,000.00. If the costs of the building for the Welcome Center exceed \$200,000.00, the parties shall reduce the costs of design, construction and construction management to \$200,000.00 or less, the City will provide additional funding, or the parties shall seek grants to cover the deficiency in funds.

 - b.** Neither of the parties hereto shall bill overhead or staff time against the \$200,000.00 Port financial contribution.

 - c.** The City will provide the following at the City's expense: (1) the land for the Project, including on-street parking for the Welcome Center. (2) All fees and costs to bring utilities, including domestic water, irrigation water, sanitary sewer, telecommunications, and power to the boundary of the Project Site. (3) Funding for other components related to the Project, including (but not limited to) costs of pedestrian trail, landscaping around the building and trail, ongoing utility fees, maintenance, and building permits. (4) Interior furnishings such as desks, chairs, information racks and other equipment utilized for the operation of the Project.

- 3. Management of the Construction.**

The Port shall be responsible for management of the construction of the building, including the contract with the architect, and building contractor. The Port shall insure that the Project is constructed in accordance with applicable law. Both parties shall participate in the process for the selection of the architect for the Project, which shall conform to RCW 39.80.

4. Building Components.

The Project shall include the following: (1) Visitor information center with materials on the exterior of the building for use by visitors when the building is closed; (2) Shared administrative office/visitor counter/visitor information station in the interior of the building; (3) Public restrooms accessible from the exterior of the Welcome Center building; (4) a drinking fountain outside of the building; (5) a community meeting room to accommodate a minimum of 30 people; (6) On street parking near the building; and (7) a building appearance that complements downtown Connell in a cost effective manner.

5. Operation After Completion.

Once the Project is complete and accepted, the Port will convey its interest in the ownership of the building constructed over to the City, who will be responsible for the operation and maintenance of the Welcome Center. It is anticipated that the staffing of the Welcome Center will be accomplished by community groups, such the Connell Chamber of Commerce, the Connell Community Club, the Connell Downtown Development Association and other volunteers. The City shall not be obligated to provide any specific level of staffing for the facility.

6. Northern Franklin County Visitor's Center.

The name of the facility shall include both Connell and North Franklin County, and visitor information shall be provided that is relevant to all of the northern part of the Port District. Rates for the use of facility shall be the same for both Connell and northern Port District residents.

7. Community Input.

A committee of individuals representing the Connell community and the north Franklin County community outside the city limits (who reside within the Port District) shall be established to provide recommendations to the City and the Port relating to (1) the building design components; (2) the operation of the facility; and (3) the information provided at the Welcome Center. The parties hereto shall consider recommendations from the aforementioned representatives, but shall retain the authority to make all

decisions relating to the design, construction, maintenance and operation of the Welcome Center.

8. Port of Pasco Recognition – The Port of Pasco contribution to the facility shall be recognized by:

- a. Being named on a plaque permanently attached to the building in a prominent location.
- b. Inclusion of the Port logo on brochures or marketing material produced for the Welcome Center.
- c. The opportunity for the Port to place marketing material in the information racks or shelves available to visitors of the Welcome Center.

9. Term of Agreement and Termination.

This Agreement is effective upon the signature of all Parties and shall terminate on December 31, 2035.

10. Records.

The records and documents associated with all matters covered by this Agreement shall be owned by the Port and all non-privileged records and documents shall be subject to inspection by any Party during the term of this Agreement.

11. No Separate Legal Entity.

No new, separate administrative or legal entity is to be established in association with this Agreement nor to conduct the cooperative undertaking described herein. The City Administrator of the City and the Executive Director of the Port shall be joint administrators of this cooperative undertaking.

12. Severability.

In the event that any term or condition of this Agreement or application thereof to any person, entity, or circumstance is held invalid; such invalidity shall not affect any other terms, conditions, or applications of this Agreement which can be given effect without the invalid term, condition, or

application. To this end, the terms and conditions of this Agreement are declared severable.

13. Governing Law.

This Agreement shall be interpreted in accordance with the laws and court rules of the State of Washington. In the event any party deems it necessary to institute legal action or proceedings to ensure any right or obligation under this Agreement, the Parties agree that such action shall be brought in a court of competent jurisdiction situated in Franklin County, Washington.

14. No Third Party Rights.

Nothing in this Agreement shall be construed to permit anyone other than the parties hereto to rely upon the covenants and agreements herein contained nor to give any such third party a cause of action (as a third party beneficiary or otherwise) on account of any nonperformance hereunder.

15. Entire Agreement.

This Agreement contains the entire Agreement and understanding of the parties with respect to the subject matter hereof, and supersedes all prior oral or written understandings, agreements, promises or other undertakings between the parties.

16. Recording. This Agreement shall be filed with the Franklin County Auditor.

In Witness Whereof, the Parties have signed this Agreement as of the day and year written below.

PORT OF PASCO



CITY OF CONNELL



By: Randy Hayden
Its: Executive Director
Date: _____

By: Lee Barrow
Its: Mayor
Date: 06/18/18