

INTERLOCAL COOPERATIVE AGREEMENT

BETWEEN

Town of La Conner

AND

The Port of Skagit County

THIS AGREEMENT (herein "Agreement") is made and entered into by and between the Town of La Conner, a Washington municipal corporation (herein after referred to as the "Town") and the Port of Skagit County, a Washington municipal corporation (herein after referred to as the "Port") pursuant to the authority granted by Chapter 39.34 RCW, the INTERLOCAL COOPERATION ACT. The Town and the Port may be individually referred to herein as a "party", and may be collectively referred to herein as the "parties". In consideration of the following, the parties mutually agree as follows:

1. PURPOSE: The Town for the Rainbow Bridge Lighting Project which consists of the Town removing and discarding the existing lighting equipment and installing new lighting equipment on the Rainbow Bridge, including 600 linear feet of magnetic light string consisting of 600 C9 LED bulbs (herein referred to as the "Project"). The Rainbow Bridge crosses the Swinomish Channel and links Maple Ave to Pioneer Parkway. The Rainbow Bridge is owned, operated, and maintained by Skagit County. The Town has entered into an Interlocal agreement with Skagit County, in which the Town is responsible for the design, construction, management, and use of the Project and the County has agreed to contribute one third (1/3) of the Project costs. The purpose of this Agreement is to establish the respective responsibilities of the Port and the Town for the Project. The Port and the Town both support the goals and purposes of the Project as laudable public purposes, with public benefit for the community as a whole, including tourist attraction which supports the Town's and region's businesses. As such, in recognition of the public benefit including increased economic activity due to tourist attraction to be received by the overall Skagit County community as a result of the Project, the Port desires to also contribute approximately one-third (1/3) of the total Project cost, pursuant to and subject to the terms of this Agreement.

2. RESPONSIBILITIES: The parties to this Agreement mutually agree as follows:

2.1 Except for the compensation to be provided by the County and the Port to the Town pursuant to the terms of this Agreement (Section 4, below), the Town shall, at its own cost, expense, and liability, perform all Project management, design, and construction associated with the performance of the Project and the Town shall acquire all permits and approvals as may be required for the Project.

2.2 The Port shall perform the following duties and obligations pursuant to the terms of this Agreement (upon and subject to the following conditions):

2.2.1 As further provided in Section 4 (below), the Port shall reimburse the Town upon receipt of an invoice(s) from the Town for actual Project costs and expenses incurred by the Town, in a total amount as set forth in Section 4.

2.2.2 The parties agree that the Port is not responsible or liable for the Project design, Project management, construction, and/or implementation of the Project in any way. Unless specifically stated to the contrary in this Agreement, the Port is not otherwise obligated to provide any funds, or perform or provide any other services, duties, or responsibilities pursuant to the terms of this Agreement.

3. TERM OF AGREEMENT: The term of this Agreement shall be from the date of mutual execution, and shall continue until completion of the Project (as mutually determined by the Parties in writing), or until December 31, 2021, unless otherwise terminated sooner pursuant to the terms herein.

4. MANNER OF FINANCING: The total compensation to be provided by the Port to the Town for approximately one third (1/3) of the Town's estimated construction costs for the Project shall not exceed three-thousand dollars (\$3,000). Additional information regarding such estimated Project costs is attached hereto at Exhibit "A" (Proposed La Conner Bridge Lighting), and is hereby incorporated by reference. Upon completion of the Project work by the Town and receipt of an invoice(s) from the Town, the Port shall promptly reimburse the Town in the ordinary course of business pursuant to the terms of this Agreement. Upon request, the Town shall provide reasonable supporting documentation for all such costs invoiced to the Port pursuant to this Agreement.

5. ADMINISTRATION: The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the party making the change shall notify the other party.

5.1 The Port's representative shall be:

Communications Outreach Administrator
Port of Skagit
15400 Airport Drive
Burlington, WA 98233
Phone: (360) 757.0011

5.2 The Town's representative shall be:

La Conner Public Works Director, or their designee
P.O. Box 400
La Conner, WA 98257
Phone: (360) 466-3933

6. TREATMENT OF ASSETS AND PROPERTY: No fixed assets or personal or real property will be jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement. The Port shall not be responsible for, or liable for, the design, use, operation, maintenance, repair, or replacement of any of the Project work performed by the Town pursuant to the terms of this Agreement.

7. NO PARTNERSHIP OR JOINT VENTURE: No partnership and/or joint venture exists between the parties, and no partnership and/or joint venture is created by and between the parties by virtue of this Agreement. No agent, employee, contractor, subcontractor, consultant, volunteer, and/or other representative of the parties shall be deemed an agent, employee, contractor, subcontractor, consultant, volunteer, or other representative of the other party.

8. NO THIRD PARTY BENEFICIARIES: This Agreement is not intended to nor does it create any third party beneficiary or other rights in any third person or party, including, but not limited to, the general public, property owners and residents at or in the vicinity of the Project, any other organization or entity, or any agent, contractor, subcontractor, consultant, employee, volunteer, or other representative of any party.

9. USE OF DOCUMENTS AND MATERIALS PRODUCED: The Port shall have the right to use and distribute any and all documents, writings, programs, data, public records or other materials prepared by any party (and/or any party's contractors, consultants, sub-consultants and/or subcontractors), in connection with this Agreement including promotional materials. Unless privileged or otherwise exempt from disclosure, the parties recognize and agree that any documents and/or materials arising from and/or related to this Agreement may be subject to public disclosure pursuant to applicable law (including RCW 42.56).

10. INDEMNIFICATION: Except as provided to the contrary herein, each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of their officials, officers, agents, or employees to the fullest extent required by law, and further agrees to save, indemnify, defend, and hold the other party harmless from any such liability. It is further provided that no liability shall attach to the Port or the Town by reason of entering into this Agreement except as expressly provided herein.

11. LIMITATION OF LIABILITY. Any party having a claim against the Town, however arising, shall have recourse only to the extent of assets and property of the Town, and

shall have no recourse against the Port, its appointed or elected officers, employees, volunteers or its/their assets or credits.

12. TERMINATION: Any party hereto may terminate this Agreement upon thirty (30) days' notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the party's last known address for the purposes of giving notice under this paragraph. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

13. CHANGES, MODIFICATIONS, AMENDMENTS AND WAIVERS: The Agreement may be changed, modified, amended or waived only by subsequent written agreement executed by the parties hereto. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.

14. SEVERABILITY: In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect 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.

15. ENTIRE AGREEMENT: This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached. 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.

16. STATUS OF AGREEMENT: This Agreement is in addition to, and is not intended to replace, substitute, modify, or otherwise amend any other agreements by and between the parties. Any other agreements by and between the parties shall continue in full force and effect.

17. COMPLIANCE WITH LAWS AND TERMS OF GRANTS: The parties to this Agreement shall comply with all applicable federal, state, and local laws, rules, and regulations in carrying out the terms and conditions of this Agreement. As necessary, the Town (at the Town's own expense and liability) shall obtain and comply with all necessary permits and approvals from all applicable jurisdictions prior to commencing any work on the Project, and individually the Town shall be solely and separately responsible and liable for compliance with all terms and conditions of any permit(s), approval(s), and/or grant(s) obtained or procured in such party's name. To the maximum extent allowed by law, the Town shall defend, indemnify, and hold the County harmless from any liability arising from and/or related to non-compliance with any law(s), permit(s), approval(s), and/or grant(s) for the Project.

18. ASSIGNMENT AND SUBCONTRACTING: Unless otherwise expressly provided herein, no portion of this Agreement may be assigned, contracted, and/or subcontracted

to any other individual, firm, company, and/or other entity without the express and prior written approval of the Port.

19. DEFAULT: Failure of the parties to comply with the terms of this Agreement shall constitute default. The parties shall have all remedies for the enforcement of this Agreement as provided by law.

20. VENUE AND CHOICE OF LAW: In the event that any litigation should arise concerning or related to this Agreement, the venue of such action of litigation shall be in the Superior Court of the State of Washington in and for the County of Skagit. This Agreement shall be governed by the laws of the State of Washington.

21. CAPTIONS & COUNTERPARTS: The captions in this Agreement are for convenience and reference only and do not define, limit, or describe the scope or intent of this Agreement. This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

22. NEUTRAL AUTHORSHIP: Each of the terms and provisions of this Agreement have been reviewed and negotiated, and represents the combined work product of the parties hereto. No presumption or other rules of construction which would interpret the provisions of this Agreement in favor of or against the party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Agreement. The parties represent that they have had a full and fair opportunity to seek legal advice with respect to the terms of this Agreement and have either done so, or have voluntarily chosen not to do so. The parties represent and warrant that they have fully read this Agreement, that they understand its meaning and effect, and that they enter into this Agreement with full knowledge of its terms. The parties have entered into this Agreement without duress or undue influence.

23. SURVIVAL: The terms of Sections 2., 9., 10., 11., and 17., shall survive, notwithstanding the withdrawal from, termination, or invalidity of this Agreement.

TOWN OF LA CONNER:



Mayor
(Date 11-25, 2020)

ATTEST:



Finance Director

Approved as to form:



Town Attorney

DATED this 25th day of November, 2020.

PORT OF SKAGIT COUNTY, WASHINGTON



Patricia H. Botsford-Martin

Executive Director

Date: 11/12/20, 2020

Attest:



Greg Thramer

Finance Director

EXHIBIT "A"
Proposed La Conner Bridge Lighting
2020



Scope of Work,

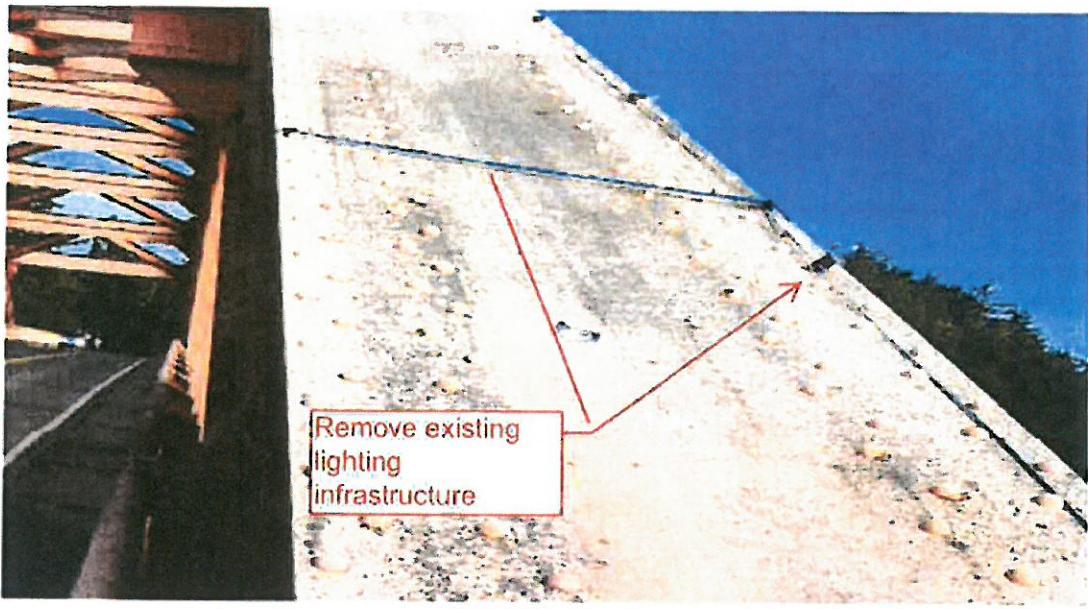
Arch only no deck lighting.

- Remove existing lighting infrastructure approximately 600 LF of light string, **PICTURE A-1**
- Install 600 LF of magnetic light string, 600 C9 LED bulbs and 60 additional support magnets zip tied to light string. **PICTURE A-2**

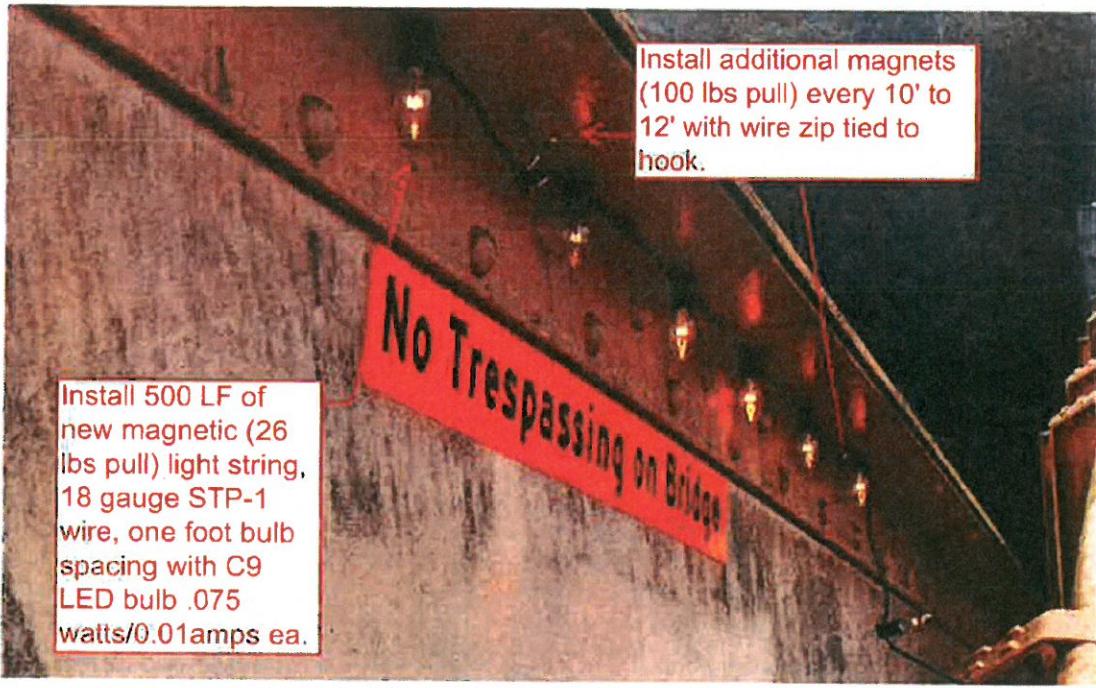
Attachments:

- **A-3, Light String Specs.**
- **A-4, C9 LED Bulb Specs.**
- **A-5, Additional Magnet Specs.**
- **A-6, Materials Cost to Date \$2,985.67, additional purchase needed; photo eye \$40 and 12 gauge electrical extension cord \$75.**
TOTAL MATERIALS \$3,100.67
LABOR \$5,891.26
- **A-7, Labor Cost by Contractor**
TOTAL...8,991.93

Note: Available electrical service is unknown; there is an existing receptacle that was used for the existing lighting. The proposed lighting should not exceed 7 amps.

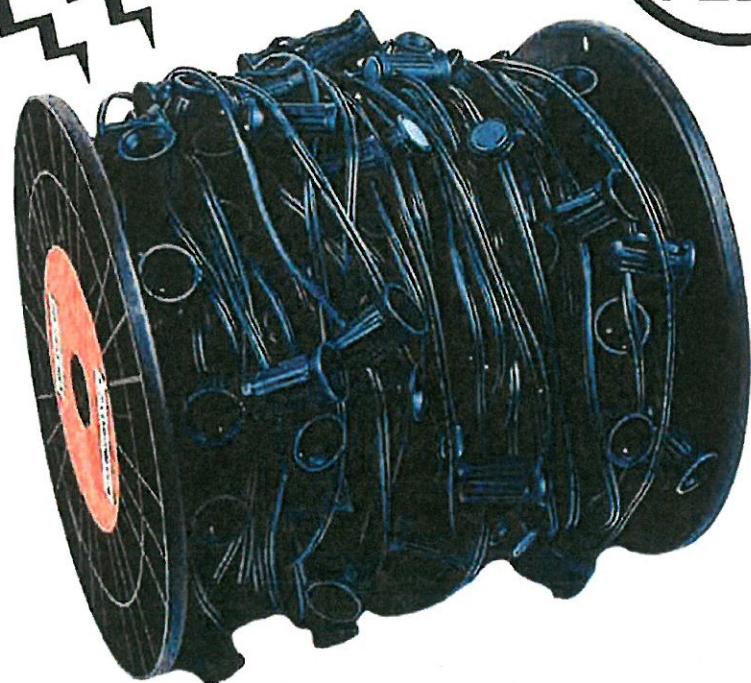


PICTURE
A-1



PICTURE
A-2

**MAGNET
SOCKET**



12"
SPACING
250
FEET

ULTRA-STRONG 26 LB. MAGNET



C9 250' Spool Magnetic string on 12" Spacing used for homes, office buildings, barns, and restaurants. These magnetic sockets will adhere to any ferrous metals(Iron and Steel) making for quick installations since there is no need for Christmas light clips. Perfect for rooflines, building flashing, and gutters. No need for screws, glues, clips just adhere the magnetic C9 socket to your metal surface saving time and labor cost. We use Neodymium grade magnets which are the strongest magnets available. Each magnet is plated with nickel protective coating which

prevent rust. Use this 250-foot, Green wire stringer for C9 incandescent, C9 retrofit LED, G50 globe-shaped bulbs. Safe for indoor and outdoor use.

- **C9 Magnetic 250' Green Wire Stringer - 12" Spacing**
- C9 Magnetic Sockets
- Magnetic socket adheres to all ferrous metals
- 25 C9/E17 Intermediate Base Sockets
- Green Wire
- End-to-End Connections
- Indoor/Outdoor Use
- 18 gauge, SPT-1 wire
- Fits Our C9 Incandescent, C9 Retrofit LED, and G50 Bulbs
- Bulbs Sold Separately

Magnet Socket	Yes
Sockets Per Stringer 250 Sockets	
Spool Length	250 Feet
Max Watts	840 Watts
Max Amps	8 Amps
Socket Spacing	12 Inches
Fits Bulb Type	C9(e17 Base)
Fits Bulb Type	G50(e17 Base)
Fits Bulb Type	S11(e17 Base)
Wire Gauge	18 AWG
Wire Color	Green Wire
Voltage	120V
Connection	End-to-End
Lead Length	6 Inches
Tail Length	6 Inches
Bulbs Included	No
Use	Indoor/Outdoor
Package Quantity	1 Stringer
Package Quantity	1 Spool

Pure White Smooth Glass C9 LED Bulbs - 25pk

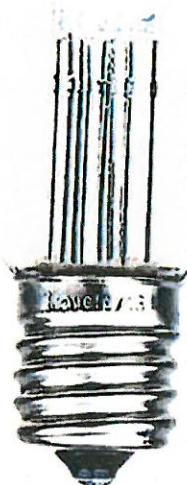
Novelty Lights C9 Pure White smooth glass LED bulbs with 5 super bright and energy efficient LEDs will bring beauty to your next decorating project. The C9 glass bulb, unlike it's incandescent counter-parts, will not get hot, giving you more options for indoor and outdoor applications! The C9 Glass Pure White bulb will bring that traditional and classic look to your roofline, trees, backyard BBQ or other Holiday installation without the added cost. The C9 glass bulbs have a 3 season; 40,000 hour warranty. Our Pure White glass C9 bulbs can be used with any of our C9 Stringers (10', 12.5', 25' & 100'), our E17 Heavy Duty Light Strings (25', 100' & 330'), our commercial grade bulk C9 Bulk spools as well as our vintage Twisted Wire Strings with E17 Bakelite Sockets.

Pure White Smooth Glass LED Bulbs.

- 25 pack of pure white bulbs
- 5 ultra bright LED's
- Uses only .75 watts (0.01 Amps) per bulb 90% less than standard 7 watt bulbs
- Glass bulb that won't fade or discolor from sun exposure
- Produces no heat and is vibration resistant.
- Fits Intermediate Base (e17) and C9 Sockets
- For indoor and outdoor use
- Measures 2-7/8" tall and 2.0" wide
- Long lasting 40,000 Hour Bulb Life

Bulb Type	LED
Bulb Size	C9
Light Color	Pure White
Watts/Amps Per Bulb	0.75 Watts/0.01 amps
LED/Diodes	5 Super Bright LED's
Light Display	Steady Burn
Bulb Material	Glass
Bulb Design	Smooth
Base Size	e17 Intermediate
Base Material	Nickel
Dimensions	3"(Tall) x 1-1/4"(Wide)
Dimmable	No
Stringer Included	No
Voltage	120V

Bulb Life	40,000 Hours
Use	Indoor/Outdoor
Warranty	3 Season
Package Quantity	25 Bulbs
Case Quantity	20 Boxes of 25 Bulbs



Unique Features



ISO 9001 Certified



Rare Earth Neodymium Magnet



Strong 100 LBS Pull Power



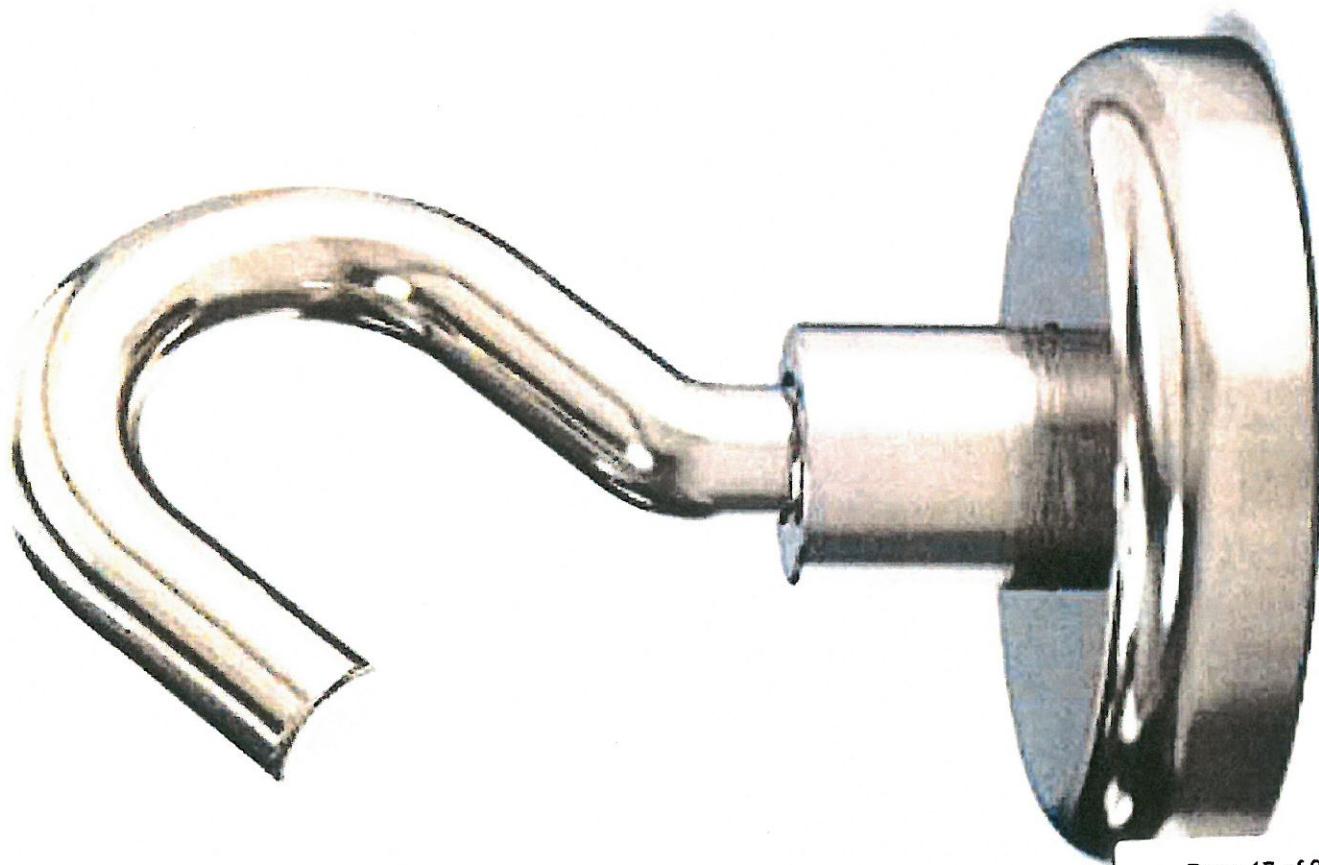
Permanent Magnetic Force



Multi - Purpose



Lifetime Guarantee



1.26 INCHES



Novelty Lights, Inc
9800 E Easter ave
Suite 160
Centennial, CO 80112
Toll Free 800-209-6122
Local 303-727-900

Sales Order
1259132



Ship To:

Brian Lease
Town of La Conner Public Works
604 N 3rd St,
La Conner
WA 98257-4710

Order:

Pack Date: 09/11/20 17:04
Shipment #: 1259132
Ship Via: FedEx 2Day

Item	Description	Qty Order	Qty Shipped	Price	UoM	Amount
MI-C9250-QR-12	250' Magnetic Spool C9, 12" Spacing, GW	3.0	3.0	370.15	Each	\$1,110.45
LED-C9-G-WW	25 Pack of Glass C9 w/5 Warm White LED	30.0	10.0	42.5	Each	\$1,275.00
Shipping						\$197.50
Tax						\$219.55
Total						\$2,802.50

Attention Valued Customer:

If you received damaged, defective, or an incomplete order please contact us at 800-209-6122 or email us salesteam@noveltylights.com

Novelty Lights Quick and Easy Return Form

FROM:
Brian Lease
604 N 3rd St
La Conner, WA, 98257-4710

Our job at Novelty Lights, Inc. is to make every customer happy and each purchasing experience great. We will gladly accept any return within 45 days of purchase date and please take the following steps to ensure processing of your return for credit or exchange.

TO:
Novelty Lights Inc.
Order #: 1259132
9800 E Easter ave Suite 160
Centennial, CO 80112

Please re-package unused product carefully
Include this filled in completed section inside the box
Ship package from your nearest post office or shipping company of your choice

Please let us know your reason for returning (i.e. Did not like, wrong color/size/p..)

For Exchange Only What was returned and what is needed in exchange

Thank You for Purchasing from Novelty Lights, Inc.



Packing slip

For customer support visit [Amazon.com/contact-us](https://www.amazon.com/contact-us)

Order date: September 10, 2020
Purchase Order #: lights
Order #: 113-3041879-0802615
Date shipped: September 12, 2020

Ship to:
Brian Lenza
604 N 3RD ST
LA CONNER, WA 98267-4710
United States

Shipment details

Item description	Qty	Item price	Item subtotal
GREATMAG Magnetic Hooks, 100 lbs Heavy Duty Magnet Hooks for Hanging, Pack of 6 (SKU: GM900-2A) Condition: New Sold by: Ningbo Juguan Magnetics Co., Ltd	13	\$12.99	\$168.87
Item subtotal			\$168.87
Shipping & handling			\$0.00
Sales tax			\$14.30
Total			\$183.17

Return or replace your item
Visit [Amazon.com>Returns](https://www.amazon.com>Returns)

Have feedback on how we packaged your order? Tell us at [Amazon.com/Packaging](https://www.amazon.com/Packaging)

1/1



Phone: 360 • 424 • 6848 Fax: 360 • 428 • 0206
PO Box 2947 • Mount Vernon, WA 98273

SPECIAL PROJECT QUOTE

PROJECT: Rainbow Bridge Lighting Removal & Replacement
ARCHITECT: N/A

DATE: 8/31/20
Quote #: 2020.17

REFERENCE: City Request Small Works

PERMIT: N/A

Estimated Time: [REDACTED] work days

DESCRIPTION: Remove existing Christmas lights and replace with owner provided magnetic lights on upper and lower bridge supports
Work to proceed on a TIME AND MATERIAL basis with the below estimate as a rough magnitude of final costs.
Scope to include prevailing wage labor, proper insurance requirements and safety equipment

EXCLUDED: Bond, Design, Permits, lighting, electrical work, traffic control, man lifts, longshoreman's insurance

ITEM	PHASE	QTY	UNIT	LABOR		MATERIAL		EQUIPMENT		SUBCONTRACTOR	
				UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL
On Site Labor (Iron Worker PW Rate) 2 men 2.5 days	59510	40	hrs	100	40.00						
Foreman			MH	0.10	4.00						
Fasteners, Safety & Power Tools			DLR			0.02	92.86	0.11	510.74		
Labor Hours:											
Labor Rate:					9176						
General Contractor Overhead:				0.15	605.62	0.15	92.86	0.15	76.61		
General Contractor Fee:						13.93					
Column Totals:					\$4,643.06		\$106.79		\$587.35		

We reserve the right to correct this quote for any errors and omissions due to any hidden conditions or project information that was not available prior to the start of work. This price is good for acceptance within 30 days from the date of receipt. All design responsibility by AXTHELM Construction and/or subcontractors is excluded unless noted otherwise. Quote is only for items addressed above or contained within the attached quotes.

Clients Acceptance	Date	Subtotal:	\$5,337.19
		1.5 % Bond	
		1.5% Insurance/BO	\$80.06
		QUOTE Total:	\$5,417.25
		8.7% Sales Tax If Applicable:	\$474.01
AXTHELM Construction Project Manager	Date	TOTAL COST:	\$5,891.26