

AFTER RECORDING RETURN TO:

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City of Kennewick  
210 W. 6<sup>th</sup> Ave.  
Kennewick, WA 99336-0108

Attn. Terri Wright, City Clerk

**INTERLOCAL COOPERATIVE PROJECT AGREEMENT BETWEEN  
PUBLIC UTILITY DISTRICT #1 OF BENTON COUNTY AND CITY OF KENNEWICK FOR THE  
P2214 – SYSTEMIC SAFETY STREET LIGHTING IMPROVEMENTS PROJECT**

BY THIS INTERLOCAL COOPERATIVE AGREEMENT, hereinafter referred to as “Interlocal Agreement”, entered into this 12th day of September, 2023, the City of Kennewick, Washington, a municipal corporation, hereinafter referred to as the “City”, and Public Utility District #1 of Benton County, Washington, a municipal corporation of the state of Washington, hereinafter referred to as the “District” enter into the following agreement:

WHEREAS the City is to upgrade existing inductive sodium street light luminaires with LED luminaires located on all Principle Arterial streets; and

WHEREAS the City will require assistance from the District for approximately sixty-five (65) luminaires that are mounted on the District-owned power poles that have been identified in the City’s P2214 – Systemic Safety Street Lighting Improvements Project; and

WHEREAS the work covered under this agreement can be defined by three specific tasks:

1. Pick-up of City-supplied LED luminaire assemblies which will be stored at the City of Kennewick shop.
2. Removal of existing inductive sodium street light luminaire assemblies.
3. Installation of City-supplied LED luminaire assemblies.
4. Disposal of removed inductive sodium streetlights at City of Kennewick shop.

WHEREAS there is a mutual benefit to the City and the Public Utility District #1 to cooperate in maintaining and improving their infrastructure while upholding government efficiency; and

WHEREAS the parties hereto are authorized by RCW 39.34.030 to enter into agreements with one another to jointly carry out the powers and authorities of the parties; NOW, THEREFORE IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

Section 1. For pick-up of City-supplied LED luminaire assemblies, removal of existing inductive sodium street light luminaire assemblies and installation of City-supplied LED luminaire assemblies located on District power poles, the work will include furnishing qualified Public Utility District #1 personnel and equipment for the replacement work. All material required for the street light luminaire replacement work shall be supplied by the City.

Section 2. The City will coordinate with District personnel to schedule work to be done on Public

Utility District #1's power poles and the City will provide traffic control for said work to be performed.

Section 3. For pick-up of City supplied LED luminaire assemblies, removal and return of existing inductive sodium street light luminaire assemblies and installation of City-supplied LED luminaire assemblies on District power poles, the District shall invoice the City on a monthly basis as costs are incurred, with an estimated per each cost of **\$387.84** for each specific site, and a not to exceed overall amount of **\$28,000.00**.

Section 4. Any and all work completed by the District other than the tasks explicitly identified in Sections 1 through 3, including but not limited to maintenance and repairs, shall be governed by the terms and conditions outlined in City of Kennewick Ordinance No. 5872, unless otherwise agreed to in writing pursuant to Section 6, below.

Section 5. This Agreement shall be construed and enforced in accordance with, and the validity and performance shall be governed by the laws of the State of Washington. Venue of any suit between the parties arising out of this Agreement shall be the Superior Court for the county of Benton, State of Washington.

Section 6. This Agreement may be changed, modified, or amended only upon written agreement executed by both parties.

Section 7. It is not intended that a separate legal entity shall be established to conduct the cooperative undertaking, nor is the acquiring, or holding, or disposing of real or personal property anticipated. The City of Kennewick is designated as the Administrator of the project.

Section 8. This Agreement is intended to supplement City of Kennewick Ordinance No. 5872 for purpose of completing the scope of work explicitly identified hereinabove. The terms and conditions of this Agreement shall not modify the terms and conditions of City of Kennewick Ordinance No. 5872.

Section 9. This Agreement shall be effective upon execution by both parties and shall remain in effect until City Council accepts the Project as complete, unless terminated at an earlier date by either party without cause if such party provides 30 days prior written notice to terminate.

Section 10. This interlocal agreement shall be filed as provided by RCW 39.34.

CITY OF KENNEWICK

DocuSigned by:  
*Marie E. Mosley*  
By: \_\_\_\_\_  
219FC87A54DF44F

Title: City Manager

PUBLIC UTILITY DISTRICT NO. 1 OF BENTON COUNTY

DocuSigned by:  
*Rick Dunn*  
By: \_\_\_\_\_  
9DF6EC89804846E...

Title: Rick Dunn, General Manager

Date: 9/13/2023 Contract #23-21-23

ATTEST BY:

DocuSigned by:  
*Terri L. Wright*  
By: \_\_\_\_\_  
2B6A557A10E6AE7

Terri Wright, City Clerk

APPROVED AS TO FORM:

DocuSigned by:  
*Lisa Beaton*  
By: \_\_\_\_\_  
E74662BEE65B496

Lisa Beaton, City Attorney

**Certificate Of Completion**

Envelope Id: F55A88368EEA4A2295D21350CAC7292F	Status: Completed
Subject: Systemic Safety Street Lighting Improvement Project	
Source Envelope:	
Document Pages: 2	Signatures: 3
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Terri L. L. Wright MMC
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	Attn: Accounts Payable
	PO Box 6108
	Kennewick, WA 99336-0108
	terri.wright@ci.kennewick.wa.us
	IP Address: 64.184.148.56

**Record Tracking**

Status: Original	Holder: Terri L. L. Wright MMC	Location: DocuSign
9/20/2023 2:31:32 PM	terri.wright@ci.kennewick.wa.us	

**Signer Events**

Lisa Beaton  
 Lisa.Beaton@ci.kennewick.wa.us  
 City Attorney  
 Security Level: Email, Account Authentication (None)

**Signature**

DocuSigned by:  
  
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 Signature Adoption: Pre-selected Style  
 Using IP Address: 64.184.148.56

**Timestamp**

Sent: 9/20/2023 2:34:41 PM  
 Viewed: 9/20/2023 3:41:54 PM  
 Signed: 9/20/2023 3:42:06 PM

**Electronic Record and Signature Disclosure:**

Accepted: 9/20/2023 3:41:54 PM  
 ID: 31d5a603-3b87-4e7b-884a-30c337b3a73e

Marie E. Mosley  
 Marie.Mosley@ci.kennewick.wa.us  
 City Manager  
 City of Kennewick  
 Security Level: Email, Account Authentication (None)

DocuSigned by:  
  
 219EC87A54DE44F...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 64.184.148.56

Sent: 9/20/2023 3:42:07 PM  
 Viewed: 9/21/2023 2:28:04 PM  
 Signed: 9/21/2023 2:30:02 PM

**Electronic Record and Signature Disclosure:**

Accepted: 9/21/2023 2:28:04 PM  
 ID: 0b5246da-440e-4368-8057-b67f94b218c4

Terri L. Wright  
 terri.wright@ci.kennewick.wa.us  
 City Clerk  
 City of Kennewick  
 Security Level: Email, Account Authentication (None)

DocuSigned by:  
  
 2B6A557A10E64E7...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 71.15.160.16

Sent: 9/21/2023 2:30:04 PM  
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 Signed: 9/21/2023 2:34:31 PM

**Electronic Record and Signature Disclosure:**

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 ID: 7012f9bf-938f-469a-89b2-384ae0a5338c

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Sandra Quandt sandra.quandt@ci.kennewick.wa.us Contracts/ Office Administrator City of Kennewick Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<b>COPIED</b>	Sent: 9/21/2023 2:34:32 PM Viewed: 9/21/2023 2:35:08 PM
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	9/20/2023 2:34:41 PM
Certified Delivered	Security Checked	9/21/2023 2:34:21 PM
Signing Complete	Security Checked	9/21/2023 2:34:31 PM
Completed	Security Checked	9/21/2023 2:34:32 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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## **CONSUMER DISCLOSURE**

From time to time, City of Kennewick (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the "I agree"™ button at the bottom of this document.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign "Withdraw Consent"™ form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

electronically from us.

**How to contact City of Kennewick:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: christina.palmer@ci.kennewick.wa.us

**To advise City of Kennewick of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at christina.palmer@ci.kennewick.wa.us and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

**To request paper copies from City of Kennewick**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to christina.palmer@ci.kennewick.wa.us and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with City of Kennewick**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to christina.palmer@ci.kennewick.wa.us and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari®, 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

\*\* These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

### **Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the "I agree" button below.

By checking the "I agree" box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify City of Kennewick as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by City of Kennewick during the course of my relationship with you.