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East Wenatchee, WA 98802

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Document Title: Interlocal Agreement Between the City of East Wenatchee and Public Utility District No. 1 of Douglas County for Purchase and Replacement of Street Light Fixtures  
Reference Number of Documents Released: N/A  
Reference Numbers of Related Documents: N/A  
Grantor: City of East Wenatchee and Public Utility District No. 1 of Douglas County  
Grantee: City of East Wenatchee and Public Utility District No. 1 of Douglas County  
Legal Description (Abbreviated): N/A  
Parcel Number(s): N/A

**INTERLOCAL AGREEMENT BETWEEN  
THE CITY OF EAST WENATCHEE  
AND PUBLIC UTILITY DISTRICT NO. 1 OF DOUGLAS COUNTY  
FOR PURCHASE AND REPLACEMENT OF STREET LIGHT FIXTURES**

**THIS INTERLOCAL AGREEMENT** (hereinafter the "Agreement") is made and entered into by and between the **City of East Wenatchee**, (hereinafter "City"), and **Public Utility District No. 1 of Douglas County**, a Washington municipal corporation (hereinafter "District").

**I. RECITALS**

1. The City owns and operates 375 metered street lights within its city limits that are purchased, installed, and maintained by the City. The District owns and operates 232 nonmetered street lights for the City.
2. The City pays the District to energize its street lights based on Schedule 3, Street Lighting and Area Lighting Service as outlined in the District's Customer Service Policy.
3. The City and the District have been approached by the State of Washington Transportation Improvement Board (TIB) to participate in the Relight Washington grant program to convert all municipal lights to LED fixtures.
4. The Parties are authorized to enter into this Agreement pursuant to the authority set forth in chapter 39.34 RCW, the Interlocal Cooperation Act.

**II. AGREEMENT**

For and in consideration of the covenants and agreements of the parties hereinafter set forth, and the mutual benefits to be derived therefrom, the City and the District agree as follows.

1. The term of this Agreement shall commence on August 14, 2017, and continue until construction is complete and all obligations are performed, subject to paragraph 2 below.

2. This Agreement may be terminated by either party upon 90 days prior written notice to the other party of the intent to terminate.

3. District's Obligations. The District shall:

- a. Purchase 375 LED lights to City specifications for the metered lights owned, operated and maintained by the City. Additionally, the District shall purchase 232 LED lights to District specifications for non metered lights owned, operated and maintained by the District.
- b. Remove the 232 existing high pressure sodium non-metered light fixtures and install new LED fixtures to District and NESC specifications.
- c. Invoice the City for the costs incurred by the District directly associated with the purchase of the LED fixtures, labor for the removal and installation of new lights, cost of flagging and miscellaneous material costs associated with the installation of the new LED fixtures.

4. City's Obligations. The City shall:

- a. Provide the District an LED light fixture specification for the District to use when purchasing the 375 City owned, operated and maintained metered lights.
- b. Reimburse the District for all labor and materials associated with LED replacement of the 232 existing light fixtures and the purchase of 375 new LED fixtures. Reimbursement will be based on an invoice from the District and be payable within 30 days of the City receiving TIB funds.
- c. The City agrees to file grant applications and process grant funding in a timely manner and keep the District apprized of the grant reimbursement process.

5. Indemnification. The City shall indemnify and hold the District, including its elected officials, officers, employees, agents, contractors, and volunteers, harmless from and against any and all claims, demands, causes of action, suits, judgments, or liabilities, including attorneys' fees in enforcing this indemnity, for any matter, including death or injuries to persons or loss or damage to property, arising out of or in connection with the City's performance of this Agreement, or arising out of City's non-observance or non-performance of any law, ordinance, or regulation applicable to performance of the work contemplated by this Agreement.

The District shall indemnify, defend and hold harmless the City, its elected officials, officers, employees, agents, contractors, and volunteers, harmless from and against any and all claims, demands, causes of action, suits, judgments, or liabilities, including attorneys' fees in enforcing this indemnity, for any matter, including death or injuries to persons or loss or damage to property, arising out of or in connection with District improvements, or arising out of District's non-observance or non-performance of any law, ordinance, or regulation applicable to performance work contemplated by this Agreement.

6. This Agreement shall be considered in accordance with applicable laws of the State of Washington. If any provision of this Agreement violates any statute, rule of law, or constitutional provision of the State of Washington, this Agreement shall be considered modified to conform to that statute, rule of law, or constitutional provision.

7. This Agreement may be amended only by a written agreement executed by both parties.

8. If a dispute arises concerning the terms or operation of this Agreement, the matter may be resolved by litigation, the venue for which shall be Douglas County Superior Court. The substantially prevailing party in any litigation shall be entitled to receive reasonable attorney fees and all other reasonable costs of suit including but not limited to expenditures, fees, and travel expense

**THE CITY OF EAST WENATCHEE**

  
\_\_\_\_\_  
Mayor Steven C. Lacy

Dated: July 31, 2017

Authenticated:

  
\_\_\_\_\_  
City Clerk

**PUBLIC UTILITY DISTRICT NO. 1 OF DOUGLAS COUNTY**

  
\_\_\_\_\_  
Gary R. Ivory, General Manager

Dated: August 14, 2017