

INTERLOCAL AGREEMENT BETWEEN
DOUGLAS COUNTY FIRE DISTRICT NO. 5
AND PUBLIC UTILITY DISTRICT NO. 1 OF DOUGLAS COUNTY
FOR COMMUNITY ALERT SIREN

THIS AGREEMENT is made and entered into by and between Douglas County Fire District No. 5, (hereinafter "Fire District"), and Public Utility District No. 1 of Douglas County (hereinafter "PUD"), pursuant to Chapter 39.34 RCW, the Interlocal Cooperation Act.

1. The Fire District is upgrading its community alert siren.
2. The siren requires a minimal amount of electricity to operate therefore, making installation of metering equipment not cost effective.
3. The Washington State Constitution prohibits the PUD from providing free service.
4. The Fire District and the PUD have negotiated the terms of this Agreement and believe the same to be in the best interests of each District.

NOW, THEREFORE, THE FIRE DISTRICT AND PUD AGREE AS FOLLOWS:

1. The term of this Agreement shall commence on July 1, 2011, and continue until June 30, 2021, 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. During the term of this Agreement, the Fire District shall pay \$40.00 annually for electric service to the community alert siren on, or about, July 1 of each year.
4. In exchange for annual payment provided by the Fire District to the PUD, the PUD agrees to provide unmetered electrical service to the Fire District's community alert siren.

5. 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.

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

7. 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.

8. This Agreement shall be filed with the Douglas County Auditor.

APPROVED BY DOUGLAS COUNTY FIRE PROTECTION DISTRICT NO. 5



Tyler Caille, Fire Chief

Dated: 7/14/11

APPROVED BY BOARD OF COMMISSIONERS OF
PUBLIC UTILITY DISTRICT NO. 1 OF DOUGLAS COUNTY



William C. Dobbins, General Manager

Dated: 8-1-11