

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF MANSFIELD
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 Mansfield**, (hereinafter "City"), and **Public Utility District No. 1 of Douglas County**, a Washington municipal corporation (hereinafter "District").

I. RECITALS

1. The District owns and operates 30 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 January 22, 2018, 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. Remove the 30 existing high pressure sodium non-metered light fixtures and install new LED fixtures to District and NESC specifications.
 - b. 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. Reimburse the District for all labor and materials associated with LED replacement of the 30 existing light fixtures and the purchase of 30 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.
 - b. The City agrees to file grant applications and process grant funding in a timely manner and keep the District apprised 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.

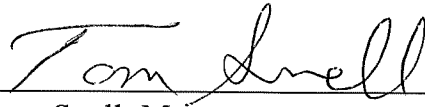
The District shall indemnify, defend and hold harmless the City, its elected officials, officers, employees, agents, contractors, and volunteers, harmless from and against any and all claims, demands, causes of action, suits, judgments, or liabilities, including attorneys' fees in enforcing this indemnity, 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.

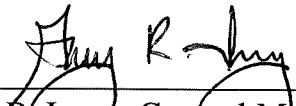
THE CITY OF MANSFIELD



Tom Snell, Mayor

Dated: 1/9/18

PUBLIC UTILITY DISTRICT NO. 1 OF DOUGLAS COUNTY



Gary R. Ivory, General Manager

Dated: 1.22.18