

**INTERLOCAL AGREEMENT BETWEEN
THE TOWN OF WATERVILLE
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 **Town of Waterville**, (hereinafter "Town"), and **Public Utility District No. 1 of Douglas County**, a Washington municipal corporation (hereinafter "District").

I. RECITALS

1. The Town owns and operates non-metered street lights within its city limits that are purchased, installed, and maintained by the Town.
2. The Town pays the District to energize its street lights based on a franchise agreement entered into on August 4, 1997.
3. The Town 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 Town and the District agree as follows.

1. The term of this Agreement shall commence on September 25, 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 170 LED lights to District specifications for non-metered lights owned, operated and maintained by the Town.
 - b. Invoice the Town for the costs incurred by the District directly associated with the purchase of the LED fixtures.
4. Town's Obligations. The Town shall:
 - a. Reimburse the District for the 170 LED replacement light fixtures. Reimbursement will be based on an invoice from the District and be payable within 30 days of the Town receiving TIB funds.

- b. The Town 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 Town 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 Town's performance of this Agreement, or arising out of Town's non-observance or non-performance of any law, ordinance, or regulation applicable to performance of the work contemplated by this Agreement.

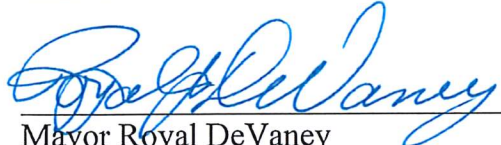
The District shall indemnify, defend and hold harmless the Town, its elected officials, officers, employees, agents, contractors, and volunteers, harmless from and against any and all claims, demands, causes of action, suits, judgments, or liabilities, including attorneys' fees in enforcing this indemnity,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



Mayor Royal DeVaney

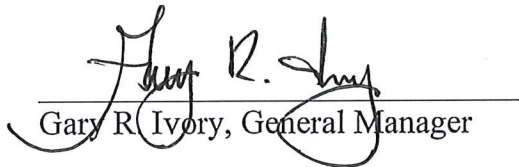
Dated: Sept. 20, 2017

Authenticated:



, City Clerk

PUBLIC UTILITY DISTRICT NO. 1 OF DOUGLAS COUNTY



Gary R. Ivory, General Manager

Dated: 9.27.17