

INTERLOCAL AGREEMENT
Between
CITY OF CONNELL and PUBLIC UTILITY DISTRICT NO. 1 OF FRANKLIN
COUNTY

THIS AGREEMENT is made and entered into by and between the City of Connell, Washington, a Municipal Corporation, hereinafter referred to as "City" and Public Utility District No. 1 of Franklin County, hereinafter referred to as "PUD." The City and PUD are collectively referred to herein as the "Parties."

RECITALS

WHEREAS, RCW Title 39, Chapter 39.34 authorizes the City and PUD to enter into an Interlocal Agreement for the purpose of providing municipal services; and

WHEREAS, the City owns the streetlights in Connell for the benefit of the public, and wishes to maintain them in good repair; and

WHEREAS, it is in the public interest that the City and PUD cooperate to provide reliable, low cost maintenance for the streetlights; and

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and intending to be legally bound, the Parties agree as follows:

1. General

- 1.1 This agreement supersedes all previous signed agreements and memos between the City and PUD for combined street light maintenance, electric use, and pole attachments.
- 1.2 PUD will provide the City with monthly electric bills for actual usage in accordance to the Rate Schedule 5, Street Lighting Service.
- 1.3 PUD will invoice the City annually for City-owned cable attached to PUD poles in accordance with the PUD's Pole Attachment License Agreement.
 - 1.3.1 No additional equipment will be attached to the PUD's pole without prior approval from the PUD.
- 1.4 This agreement does not create any separate legal or administrative entity;
- 1.5 There will be no jointly acquired real or personal property.

2. Maintenance

- 2.1 PUD will perform maintenance on the street light system at the request of the City. The PUD will provide the City detailed monthly billing information including, but not limited to, streetlight location, material, and payroll reports for maintenance performed by the PUD.

2.2 City shall reimburse the PUD for costs incurred for maintenance performed by the PUD at the request of the City. Incurred costs include labor, benefits, equipment charges, PUD-provided material, and disposal costs.

2.3 Material required for maintenance work will generally be provided by the City. On rare occasion, PUD-owned material may be used as needed and mutually agreed upon.

3. **Term**

The initial term of this Agreement shall commence upon execution by the Parties, and shall be for a period of five (5) years and shall renew automatically for additional one (1) year periods unless terminated earlier as provided in Section 13.

4. **Amendment**

This Agreement may only be amended by mutual, written agreement of the signatories to this Agreement.

5. **Entire Agreement**

The Parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are hereby expressly excluded.

6. **Interlocal Cooperation Act Provision**

This Agreement shall be filed with the Franklin County Auditor, or alternatively, posted on the parties' respective websites as required by RCW 39.34.040.

7. **Administration**

The PUD's representative for this Agreement is the Engineering Director of the PUD. The City's representative for this Agreement is the Public Works Director of the City. Changes to the representatives are allowed with written approval by both Parties.

8. **Standard of Care- Warranty**

8.1 The PUD warrants that services shall be performed by personnel possessing competency consistent with applicable industry standards. Such warranty will be effective for a period of thirty (30) days from the date of repairs. No other representation, express or implied, and no warranty or guarantee are included or intended in this Agreement, or in any report, opinion, deliverable, work product, document or otherwise. Furthermore, no guarantee is made as to the efficacy or value of any services performed.

8.2 The City's exclusive remedy for any claim relating to this Agreement will be for the PUD, upon receipt of written notice, either (i) repair the streetlight at the expense of the PUD or (ii) return to the City the money paid by the City to the PUD for that service.

9. **Indemnification**

9.1 PUD shall defend, indemnify, and hold harmless City, its officers, employees, and agents from any and all costs, claims, judgments or awards of damages arising out of or in any way resulting from the negligent acts or omissions of PUD, or its agents, employees or officers in the performance of this Agreement.

9.2 City shall defend, indemnify, and hold harmless PUD, its officers, employees, and agents from any and all costs, claims, judgments or awards of damages arising out of or in any way resulting from the negligent acts or omissions of City, or its agents, councilmembers, employees or officers in the performance of this Agreement.

10. **Nonwaiver**

Waiver of any default or breach under this Agreement shall not be deemed to be a waiver of any other prior or subsequent default or breach and shall not be construed to be a modification of the terms of this Agreement unless stated to be such through written agreement of the Parties hereto.

11. **Invalid Provisions**

If any provision of this Agreement shall be held invalid, the remainder of this Agreement shall not be affected if such remainder would then continue to serve the purposes and objectives of the Parties.

12. **Applicable Law**

Should any dispute arise concerning the enforcement, breach, or interpretation of this Agreement, resolution shall be by presentation to the City Manager and the PUD General Manager. In the event the dispute is not resolved, it shall be resolved by binding arbitration pursuant to RCW 7.04A, as amended, and the Mandatory Rules of Arbitration (MAR); and venue shall be placed in Franklin County, Washington, the laws of the State of Washington shall apply, and the prevailing party shall be entitled to its reasonable attorney fees and costs.

13. **Termination**

Any party shall have the right to terminate this Agreement with or without cause at any time during the initial or extended term of this Agreement by giving ninety (90) days written notice of the termination to the other party.

IN WITNESS WHEREOF, each of the representatives executing this Agreement on behalf of the City and the PUD warrant they are an authorized signatory of the entity for which they are signing, and has sufficient authority to execute this Agreement.

CITY OF CONNELL, WASHINGTON



Lee Barrow

Mayor

Date: 12/05/22

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



Scott Rhees

General Manager

Date: _____

SignNow e-signature ID: 2f1407773b...
12/09/2022 19:51:52 UTC

12/09/2022

