

**INTERLOCAL COOPERATIVE AGREEMENT  
BETWEEN  
THE CITY OF BENTON CITY  
AND  
PUBLIC UTILITY DISTRICT NO. 1 OF BENTON COUNTY  
FOR STREET LIGHT MAINTENANCE**

**1. PARTIES**

THIS INTERLOCAL AGREEMENT is entered into by and between *Public Utility District No. 1 of Benton County* with its principal place of business located at 2721 W. 10th Avenue, Kennewick, Washington, hereinafter referred to as the "*District*" and *City of Benton City* with offices and its principal place of business located at 1009 Dale Avenue, Suite A, Benton City, WA, hereinafter referred to as the "*City*," collectively referred to as the "Parties".

The Parties are, pursuant to Chapter 39.34 RCW (the Interlocal Cooperation Act) authorized to exercise their powers jointly, thereby maximizing their ability to provide services and facilities which will best fulfill common needs of the Parties.

**2. STATEMENT OF WORK**

This Agreement is being used to facilitate the *District* providing services to the *City* for the purposes of maintaining and replacing street lights owned by the *City*. Upon request, the *District* will work cooperatively with the *City* to prioritize and schedule completion of the requested services appropriate for the circumstances, with the objective of completing work in no more than thirty (30) calendar days. The *City* will supply the luminaries and photocells.

**3. COMPENSATION**

The *City* may request services under this Agreement on an as-needed basis and agrees to reimburse the *District* for fully-burdened labor, equipment, material and administrative costs to provide the services in accordance with Exhibit A – Fee Schedule. The *District* will invoice the *City* on a regular basis, as frequently as monthly, depending on the level of services required.

The *City* agrees to pay the *District* within a period of thirty (30) days after receipt of invoice.

**4. TERM OF AGREEMENT**

This Agreement shall commence on the final date of execution by the Parties and shall continue until terminated by the *City* or the *District* upon thirty (30) days prior written notice to the other party.

**5. ADMINISTRATION**

This Agreement shall be administered by the District's Technical Representative.

The *District's* Contracting Officer for this work is Michelle Ochweri.

The operational points-of-contact for day-to-day coordination of services provided under this agreement:

*City Contact:* City Clerk – Treasurer

*District Contact:* Superintendent of Transmission and Distribution

**6. NOTICE**

Any notices or submittals required or permitted under this Agreement may be delivered either personally, sent by email or mailed first class return receipt requested, to the following addresses or to such other place as the parties hereafter direct. Notice will be deemed given upon delivery, confirmation of email, or three (3) days after being mailed, whichever is applicable.

To District:

Benton PUD – Contracts & Purchasing  
2721 West 10<sup>th</sup> Avenue  
PO Box 6270  
Kennewick, WA 99336-0270  
ochwerim@bentonpud.org

To City:

Stephanie Haug, City Clerk  
City of Benton City  
City Hall  
1009 Dale Avenue, Ste A  
Benton City, WA 99320  
shaug@ci.benton-city.wa.us

**7. INDEMNIFICATION**

Each party shall defend, indemnify, and hold the other harmless from any claims, damages, causes of action, or judgments arising from, or as a direct result of the negligent or intentional acts of its agents, employees, or officers associated with this Agreement.

**8. BOUND PARTIES**

This Agreement shall be binding upon the parties hereto and their representatives, heirs, executors, successors and assigns. This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, verbal or otherwise, in regard to the subject matter of this Agreement, shall be deemed to exist or to bind any of the parties. This Agreement may be changed, modified, or amended only upon written agreement executed by the parties.

**9. LEGAL ENTITIES**

There is no separate legal or administrative entity contemplated by this Agreement. Each party will retain ownership of any real or personal property used in the performance of this contract.

**10. PUBLIC RECORDS**

The Parties are public entities, subject to the disclosure requirements of the Washington Public Records Act of RCW 42.56, and agree to cooperate with each other in good faith with respect to public records requests made under RCW 42.56.

**11. DISPUTE RESOLUTION.**


In the event of a dispute between the parties regarding the interpretation, breach or enforcement of this Agreement, the parties shall first meet in a good faith effort to resolve the dispute by themselves or with the assistance of a mediator. The remaining dispute shall be resolved by arbitration pursuant to RCW 7.04A, as amended, the Mandatory Rules of Arbitration (MAR), with all parties waiving the right of a jury trial upon de novo review, with the substantially prevailing party being awarded its reasonable attorney fees.

**12. GENERAL PROVISIONS**

This Agreement shall be recorded or otherwise comply with the requirements of RCW 39.34.040.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement this \_\_\_\_ day of August, 2019.

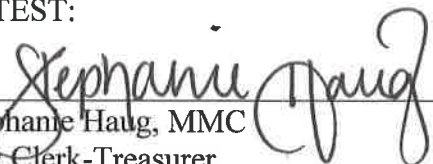
**PUBLIC UTILITY DISTRICT NO. 1  
OF BENTON COUNTY**

By:   
Assistant General Manager

**CITY OF BENTON CITY**

By:   
Linda Lehman, Mayor

ATTEST:

  
Stephanie Haug, MMC  
City Clerk-Treasurer

APPROVED AS TO FORM:

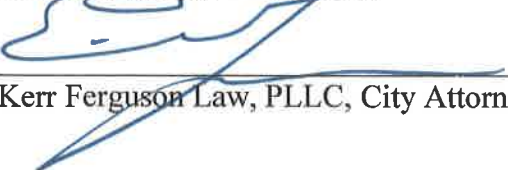
  
Kerr Ferguson Law, PLLC, City Attorney

Exhibit A – Rate Schedule

Year	\$	Serviceman Rate	\$	Lineman Rate	\$	Foreman Rate
2019	49.72		46.52		52.22	
	\$					
2020	50.75		47.55		53.25	
	\$					
2021	51.78		48.58		54.28	
	\$					
2022	52.81		49.61		55.31	
	\$					
2023	53.84		50.64		56.34	
	\$					
2024	54.87		51.67		57.37	
	\$					
2025	55.90		52.70		58.40	
	\$					
2026	56.93		53.73		59.43	
	\$					
2027	57.96		54.76		60.46	
	\$					
2028	58.99		55.79		61.49	

All years assume 3% increase for estimated planning purposes