



**INTERLOCAL COOPERATIVE PROJECT AGREEMENT BETWEEN
PUBLIC UTILITY DISTRICT #1 OF BENTON COUNTY AND CITY OF PROSSER FOR THE SYSTEMIC
SAFETY STREET LIGHTING IMPROVEMENTS PROJECT**

BY THIS INTERLOCAL COOPERATIVE AGREEMENT, hereinafter referred to as "Interlocal Agreement", entered on 25th day of March 2025, the City of Prosser, Washington, a municipal corporation, hereinafter referred to the "City", and Public Utility District #1 of Benton County Washington, a municipal corporation of the State of Washington, herein referred to as the "District" enter into the following agreement:

WHEREAS the City plans to replace existing District LED light luminaires with City LED luminaires used as streetlights located on the Principle Arterial streets; and

WHEREAS the City will require assistance from the District for unmetered luminaires that are counted on the District-owned power poles identified on Exhibit "A" attached hereto and incorporated herein as if fully set forth and which lights are 42-watt LED light luminaires; and

WHEREAS the City will require assistance from the District for metered light luminaires used as streetlights that are counted on the District-owned power poles; and

WHEREAS the work covered under this agreement can be defined by five specific tasks:

1. District shall provide LED luminaire assemblies and will store at the District's warehouse
2. Removal of any existing District LED security light luminaire lights
3. Removal of existing LED end of life street light luminaire assemblies.
4. Installation of City LED provided luminaires
5. Disposal and removal LED streetlights as needed

WHEREAS the parties hereto are authorized by RCW 39.34.030 to enter into agreements with one another to jointly carry out the powers and authorities of the parties:

NOW, THEREFORE IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

Section 1. The District shall furnish qualified District personnel and equipment for pickup of City-supplied LED luminaires, removal of District luminaire assemblies and installation of City-supplied LED luminaire(s) located on District power poles. The City shall supply all material required for

the street light luminaires replacement work. The City shall supply all material required for the street light luminaire replacement work.

Section 2. Each year of this agreement, on or before February 15, the City and District shall agree on how many and which luminaires will be replaced and when they shall be replaced, provided however, that the parties agree that not more than 15 luminaires shall be replaced in any one year. The City shall provide traffic control for said work to be performed each year.

Section 3. The District shall invoice the City monthly for work under this agreement. The District shall bill the City in accordance with the fee schedule attached hereto as Exhibit "B." The estimated cost is \$387.84 for each specific replacement.

Section 4. Any and all work completed by the District other than the tasks explicitly identified in Sections 1 and 3, including but not limited to maintenances and repairs, shall be governed by the terms and conditions of a separate agreement between the parties hereto.

Section 5. This agreement shall be construed and enforced in accordance with, and the validity and performance shall be governed by the laws of the State of Washington. Venue of any suit between the parties arising out of the Agreement shall be the Superior Court for the county of Benton, State of Washington.

Section 6. The Agreement may be changed, modified, or amended only upon written agreement executed by both parties.

Section 7. It is not intended that a separate legal entity shall be established to conduct the cooperative undertaking, nor the acquiring, or holding, or disposing of real or personal property anticipated. The City is designated as the Administrator of the project.

Section 8. The Agreement is intended to supplement City Prosser ordinances for the purpose of completing the scope of work explicitly identified hereinabove. The terms and conditions of this Agreement shall not modify the terms and conditions of City of Prosser Ordinances.

Section 9. This Agreement shall be effective upon execution by both parties and shall remain in effect until City Council accepts the Project as complete, unless terminated at an earlier date by either party without cause if such party provides 30 days prior written notice to terminate.

Section 10. Each party, by their signature below, certifies and confirms that they have the authority to sign this agreement, and to bind the entity they represent to the terms of this agreement.

Section 11. Insurance and Indemnification Provision. The District shall indemnify, defend and hold harmless the City, its agents, officers, and employees from and against any and all liability, expense, including defense costs and attorney fees, and claims for damages of any nature whatsoever including, but not limited to, bodily injury, death, personal injury or property damage arising out of or in any manner connected with the sole negligence or sole intentional misconduct of the District connected with the District's work done pursuant to this agreement.

The City shall indemnify, defend and hold harmless the District, its agents, officers, and employees from and against any and all liability, expense, including defense costs and attorney fees, and claims for damages of any nature whatsoever including, but not limited to, bodily injury, death, personal injury or property damage arising out of or in any manner connected with the sole negligence or sole intentional misconduct of the City connected with the City's work under this agreement.

Section 12. Severability. If any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such circumstances shall not affect any other provisions hereof, and this agreement shall be constructed as if such provisions had never been contained herein.

Section 13. Notices. All notices, requests, demands and other communications required by or permitted under this agreement shall be reduced to writing and deemed to have been duly given when received by the party to whom directed: provided however; that notice shall be deemed conclusively given three business days after its deposit when sent by Certified or Registered Mail, Return Receipt Requested, at the address as set forth below, or such other address as is hereafter designated by either party by written notice thereof to the other party.

CITY:	City of Prosser Attention: City Clerk PO Box 1639 1002 Dudley Ave Prosser, WA 99350
DISTRICT:	Public Utility District No. 1 of Benton County Attention: Procurement Department PO Box 6270 1500 S. Ely St. Kennewick, Washington 99337

Section 14. To comply with RCW 39.34.040, this agreement shall be filed with the County Auditor or alternatively, listed by subject on the public agency's website or other electronically retrievable public source.

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

Signed by:
BY: Rick Dunn
9DF6EC89804846E...
PRINT: Rick Dunn
TITLE: General Manager
DATE: 4/16/2025

CITY OF PROSSER

Signed by:
BY: Gary Vegar
D9E1A2D57DC840D...
PRINT: Gary Vegar
TITLE: Mayor
DATE: 4/24/2025

BY: _____
PRINT: _____
TITLE: _____
DATE: _____

APPROVAL AS TO FORM

Signed by:
BY: Howard Saxton
19C165628C3B4EB...
PRINT: Howard Saxton
TITLE: City Attorney
DATE: 4/16/2025