

**INTERLOCAL AGREEMENT BETWEEN  
CLARK PUBLIC UTILITIES AND THE CITIES OF  
RIDGEFIELD, WASHOUGAL, AND BATTLEGROUND  
FOR COOPERATIVE PURCHASING**

This Interlocal Agreement ("Agreement") is entered into between Public Utility District No. 1 of Clark County ("CPU"), the City of Ridgefield, the City of Battleground, and the City of Washougal (collectively the "Cities").

**WHEREAS**, the Parties to this Agreement are public agencies as defined in Chapter 39.34 RCW and through these provisions of Washington state law are authorized to enter into Interlocal Agreements for cooperative purchasing; and

**WHEREAS**, the Cities have been working with CPU for the replacement of streetlights with LED lighting to realize substantial cost savings and public benefit; and

**WHEREAS**, the Parties have engaged in cooperative purchasing for the installation of street light fixtures related to this replacement project; and

**WHEREAS**, the Parties wish to engage in cooperative purchasing for the purchase of street light fixtures related to this replacement project; and

**WHEREAS**, CPU has publicly bid and awarded a contract for such purchase, which bid and award authorized such cooperative purchasing by the Cities.

**NOW THEREFORE**, in consideration of the mutual promises contained herein, it is agreed between the Parties as follows:


1. Purpose. The purpose of this Agreement is to allow the acquisition of certain street lighting fixtures under a CPU publicly bid and awarded contract that allows for the terms and prices under the contract to be extended to other governmental agencies.
2. No Entity Created/Administration. No new or separate legal entity is created to administer this Agreement. The Parties shall individually and/or jointly administer this Agreement as necessary.
3. Term. This Agreement shall be effective on the last date signed below and shall be effective until December 31, 2018, unless terminated in writing by any Party. In the event of one City issues a notice of termination, such termination shall be effective only as to that City. This Agreement may be extended by written agreement of the parties.
4. Purchasing Policies/Indemnification. Each Party to this Agreement has adopted its own contracting procedures pertaining to the purchasing and award of contracts. CPU has

followed its procedures for the bid and award of its current streetlight contract. Under that contract, other government agencies are allowed to purchase streetlights directly from the vendor. Each Party shall be responsible for their own procurement of materials, equipment and supplies from the vendor.

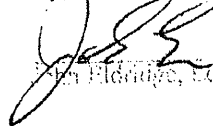
The other Parties shall not be liable for any breach or other violation, either alleged or actual, by a procuring Party under its agreement with the vendor and the procuring Party shall indemnify and hold the other Parties harmless from any claim that may arise from the action or inaction of the procuring Party.

5. Property. Ownership of property acquired pursuant to this Agreement shall vest in the party making the procurement, which shall have the sole right of disposal of the property.
6. Payment. Each party shall pay for its own procurements.
7. Compliance. Each party accepts responsibility for compliance with federal, state, or local laws and regulations, including the bidding requirements applicable to its acquisition of goods and services.
8. Publication. An executed copy of this Agreement shall be posted by each Party as required by RCW 39.34.040.

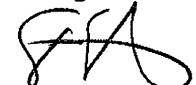
Public Utility District No. 1 of Clark County:

  
Name: Wayne W. Nelson  
Title: CEO/GENERAL MANAGER

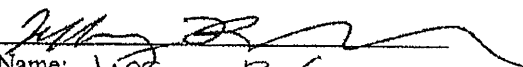
Approved as to form:

  
John Eldridge, Legal Counsel

City of Ridgefield:

  
Name: Steve Stuard  
Title: City Manager

City of Battle Ground:

  
Name: Jeremy R. Swanson  
Title: City Manager

City of Washougal:

A handwritten signature in black ink, appearing to be "SEAN GUARD", written above a horizontal line.

Name: SEAN GUARD

Title: Mayor