



City of Cashmere

101 Woodring Street
Cashmere, WA 98815
Ph (509) 782-3513 Fax (509) 782-2840
Website www.cityofcashmere.org

CASHMERE CITY COUNCIL MEETING
MONDAY, JUNE 11, 2018 6:00 P.M., CITY HALL

AGENDA

CALL TO ORDER

FLAG SALUTE

EXCUSED ABSENCE

ANNOUNCEMENTS & INFORMATION

- May Financial Report is on the website

PUBLIC COMMENT PERIOD - For Items Not on the Agenda

APPROVAL OF AGENDA

CONSENT AGENDA

1. Minutes of May 29, 2018 Regular Council Meeting
2. Payroll and Claims Packet Dated June 11, 2018

BUSINESS ITEMS

1. Explanation from legal counsel regarding the City Council appointment for the office of Mayor
2. Council appointment to fill the office of Mayor for the remainder of the term
3. Agreement G-6025 between the Office of the Secretary of State and the City regarding archives and records management
2. Small Works Construction Contract for the 2018 Pavement Preservation Overlay Project
3. Interlocal Agreement 18-041 between the City and Public Utility District No. 1 for Efficient LED Lighting Improvements
4. Street and Area Lighting Agreement between the City and Public Utility District No. 1 regarding ownership, responsibility and rates charged

PROGRESS REPORTS

ADJOURNMENT

TO ADDRESS THE COUNCIL, PLEASE BE RECOGNIZED BY THE MAYOR AND STATE YOUR NAME WHEN YOU BEGIN YOUR COMMENTS
Americans with Disabilities Act (ADA) accommodations provided upon request (48-hour notice required)

MINUTES OF THE CASHMERE CITY COUNCIL MEETING
TUESDAY, MAY 29, 2018 AT CASHMERE CITY HALL

OPENING

Mayor Jeff Gomes opened the regular city council meeting at 6:00 p.m. at City Hall. Clerk-Treasurer Kay Jones took minutes.

ATTENDANCE

	<u>Present</u>	<u>Not Present</u>
Mayor:	Jeff Gomes Daniel Scott Jim Fletcher Dave Erickson Kameon Smith Derrick Pratt	
Staff:	Kay Jones, Clerk-Treasurer	Mark Botello, Director Chuck Zimmerman, City Attorney

FLAG SALUTE

ANNOUNCEMENTS & INFORMATION

Mayor Gomes reported that he has hired a replacement for Mark Botello. Chris Boghokian has a BS in Planning and is three-quarters of the way to obtaining his Masters. He has years of experience in residential construction and will be getting his Residential Building Inspector certificate within one year of employment with the City. He has extensive experience in public works. There hasn't been a Director of Operations in Cashmere for three and a half years. Chris's title is Director of Operations and includes the duties of planning and building. He will oversee the Public Works department and the Water/Wastewater department, which will take the pressure off the Mayor.

PUBLIC COMMENT PERIOD - For Items Not on the Agenda

Larry Bruehl residing at 107 Quail Lane addressed the council regarding the job advertisement for Director of Building & Planning and announced he will be running for mayor in a year and a half.

APPROVAL OF AGENDA

MOVED by Councilor Fletcher and seconded by Councilor Pratt to approve the agenda as submitted. Motion carried.

CONSENT AGENDA

Minutes of May 14, 2018 Regular Council Meeting
Payroll and Claims Packet Dated May 29, 2018

Claims Direct Pay and Checks #38913 through #38934 totaling \$56,457.28

Manual Check #38912 to replace lost check #38220

MOVED by Councilor Erickson and seconded by Councilor Smith to approve the items on the consent agenda. Motion carried.

RESOLUTION NO. 04-2018 AMENDING GENERAL UTILITY AND BILLING POLICIES

The proposed resolution was to clarify the owner of rental properties responsibilities. At the previous council meeting the consensus of the council was the "owner/landlord" wording was

confusing. The word landlord was removed to clarify that the owner is responsible for the payment of utility charges. Other various housekeeping changes were made to the policies.

MOVED by Councilor Erickson and seconded by Councilor Scott to approve Resolution No. 04-2018 amending general utility and billing policies. Motion carried.

INTERLOCAL AGREEMENT FOR BUILDING INSPECTION SERVICES BETWEEN THE CITY AND LEAVENWORTH

Mayor Gomes explained that Leavenworth is willing to assist Cashmere by providing building inspection services on a temporary basis. Blades Services, which the City has a contract with, will be providing the services for the plan review. Blades Services and Charity from SCI Alliance will aid Chris on zoning review until he gets familiar with Cashmere's zoning codes. The City has received offers from the outside willing to assist Chris until he gets up to speed.

MOVED by Councilor Fletcher and seconded by Councilor Smith to authorize the Mayor to enter into an interlocal agreement with the City of Leavenworth for building inspection services in substantially the form of the agreement presented. Motion carried.

ADJOURNMENT

Mayor Gomes adjourned the meeting at 6:30 p.m.

Jeff Gomes, Mayor

Attest:

Kay Jones, Clerk-Treasurer



Secretary of State

Kim Wyman

Legislative Building
PO Box 40220
Olympia, WA 98504-0220
Tel: 360.902.4151
sos.wa.gov

May 1, 2018

City of Cashmere
Kay Jones
101 Woodring Street
Cashmere, WA 98815

Dear Kay,

Congratulations on your selection as one of the award recipients of the 2017-2018 Washington State Archives Local Records Grant Program! A total 266 applications were received requesting over \$6,500,000.

Due to the volume of quality requests, we are not able to fully fund all of the worthy projects that were submitted during this grant cycle. After reviewing all 266 applications, the Archives Oversight Committee has recommended that your grant proposal receive up to \$900 for your Digital Imaging Grant. I encourage you to continue working with your regional branch archivist or records consultants to answer any questions you may have regarding your project. To find your local archivist, please visit www.sos.wa.gov/archives.

To accept your award, please send a letter of acceptance to Mark Vessey at the Washington State Archives, PO Box 40238, Olympia, WA, 98504-0238. Once your acceptance letter is received, you will be sent a Grant Agreement requiring your signature. This Grant Agreement is necessary for your agency to receive the grant funds.

I am very pleased to make this award announcement to your agency, and I look forward to the successful completion of your very worthwhile project.

Sincerely,


KIM WYMAN
Secretary of State


STEVE EXCELL
State Archivist

**GRANT AGREEMENT BETWEEN
THE STATE OF WASHINGTON,
OFFICE OF THE SECRETARY OF STATE,
ARCHIVES AND RECORDS MANAGEMENT DIVISION,
AND THE
CITY OF CASHMERE**

This Grant Agreement is entered into between the state of Washington, Office of the Secretary of State, Division of Archives and Records Management, hereinafter referred to as the "OSOS", and **City of Cashmere**; hereinafter referred to as the "Grantee."

RECITALS

WHEREAS, a local government grants program was authorized and funded by Chapter 303, State of Washington Laws of 2017, and

WHEREAS, the purpose of this program is to help local governments use technology to improve their records retention, management and disclosure of public records, as authorized under RCW 40.14.026, through the Archives and Records Management Division's Local Records Grant Program.

WHEREAS, said grants program was established to provide funds to local entities to conduct this program, and

WHEREAS, by virtue of a competitive process, this grant is awarded to named Grantee herein, and

NOW, THEREFORE, in consideration of the terms and conditions contained herein, or attached and incorporated and made a part hereof, OSOS and Grantee mutually agree as follows:

STATEMENT OF WORK

The Washington State Archives Grant Program requires both the narrative and financial components of program progress reports be completed during the project period. Documentation of expenditures is required. The Grantee shall submit reports to:

Mark Vessey, Coordinator
Local Records Grant Program
Washington State Archives
1129 Washington St SE
Olympia, WA 90504-0238

The **final report**, due on or before May 1, 2019, must provide a complete summary of the project and of all grant activities as described in the application and Exhibit A. The report **MUST** include a separate, itemized list of costs incurred and copies of receipts, and invoices, etc., to substantiate all figures.

PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on date of execution, and be completed no later than May 1, 2019, unless terminated sooner as provided herein.

PAYMENT

No funds will be disbursed to the Grantee. All grant funds will be held by OSOS. In consideration for the work conducted as described in Exhibit A, Grantee shall submit invoices for completed work to the OSOS Project Manager for processing by OSOS. This grant is not to exceed amount of \$900 as prescribed and incorporated by reference herein.

Payment for approved and completed work will be made by warrant or account transfer by OSOS within 30 calendar days of a satisfactorily completed invoice. Satisfactorily completed is defined as having all the information required for processing by OSOS Financial Services. In addition to a Federal Tax ID number, the

Grantee must provide OSOS a Statewide Vendor Number (SWV#). Payment cannot be made without these numbers on file. **The Contract number G-6025 and Statewide Vendor number must be referenced on each reimbursement claim in order for the claim to be processed.**

Costs incurred prior to the effective date of the Grant Agreement shall be disallowed under the Grant. Should the Grantee incur costs prior to the effective date of the Grant Agreement, it does so at its own risk. WAC 434-670-020.

RECORDS MAINTENANCE AND MONITORING PROJECTS FOR PROGRAM AND FISCAL COMPLIANCE

Specific accounting requirements for the Local Records Grant Program include but are not limited to:

- All changes to the approved project (project scope, budget, personnel), must be requested in writing to, and approved by, the State Archivist.
- Imaging completed as a result of this grant must meet the Washington State Standards for Production and Use of Microfilm.
- Grant work must be monitored in progress. OSOS staff may visit the work site for review at any time during the project.
- The Grantee is responsible to adhere to their agencies purchasing policies and requirements.

GRANT MANAGEMENT

The Project Manager for each of the parties identified below shall be the contact person for communications regarding the performance of this Grant. Invoices shall be sent to the OSOS Project Manager. Should questions arise during processing of invoices send inquiries to payables@sos.wa.gov.

Kay Jones

City of Cashmere
101 Woodring Street
Cashmere, WA 98815
Phone: 509-782-3513
E-mail address: kay@cityofcashmere.org

Mark Vessey

Office of the Secretary of State
Washington State Archives and Records Management
1129 Washington St. SE
Post Office Box 40238
Olympia, Washington 98504-0238
Phone: 360-586-7810
E-mail address: mark.vessey@sos.wa.gov

INDEPENDENT CAPACITY AND INDEMNIFICATION

The employees or agents of each party who are engaged in the performance of this Grant Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party. Each party to this Grant Agreement shall be responsible for its own acts and/or omissions and those of its officers, employees and agents.

TERMINATION

Either party may terminate this Grant Agreement upon 30 days' prior written notification to the other party. If this Grant Agreement is so terminated, the parties shall be liable for performance rendered or costs incurred in accordance with the terms of this Grant Agreement prior to the effective date of termination.

TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Grant Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If failure or violation is not corrected, this Grant Agreement may be terminated immediately by written notice of the aggrieved party to the other.

The rights and remedies of the OSOS provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Grant Agreement. Except as otherwise provided in this Grant Agreement, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Secretary of State. Nothing in this Grant Agreement shall be construed to limit the parties' choice of a mutually acceptable Alternate Dispute Resolution (ADR) method in addition to the dispute resolution procedure outlined above.

GOVERNANCE

In the event of any inconsistency in the terms of this Grant Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- A. Applicable state and federal statutes and rules; and
- B. This Grant Agreement and any and all attached exhibits

GOVERNING LAW

This Grant Agreement shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

IN WITNESS WHEREOF, the parties have executed this Grant Agreement.

CITY OF CASHMERE

OFFICE OF THE SECRETARY OF STATE

_____ Date
 Authorized Signatory
 Print Name: _____
 Title: _____

_____ Date
 Greg Lane
 Deputy Secretary of State

APPROVED AS TO FORM
Attorney General's Office

SERVICE LEVEL AGREEMENT
For
DOCUMENT PREPARATION AND IMAGING SERVICES

THIS AGREEMENT is made and entered into by and between CITY OF CASHMERE (hereinafter "CUSTOMER") and the STATE of WASHINGTON, OFFICE OF THE SECRETARY OF STATE, ARCHIVES & RECORDS MANAGEMENT DIVISION (hereinafter "ARCHIVES").

This Service Level Agreement establishes the understanding for ARCHIVES to provide document preparation, scanning, and microfilming services. Specific work to be performed shall be described in a separately approved Statement of Work (hereinafter "SOW"). Any additional SOWs shall be approved in writing.

I. SCOPE OF SERVICES

1. ARCHIVES shall provide document preparation, scanning, and microfilming services to the CUSTOMER upon receipt of a detailed SOW describing the services requested and the documents to be prepared and scanned or microfilmed. The SOW shall thereby be made an integral part of this Agreement. Within ninety (90) calendar days after delivery to the CUSTOMER of the finished product, pursuant to the SOW, ARCHIVES shall return the documents to the CUSTOMER. Upon a written request from the CUSTOMER, ARCHIVES will transfer the documents to an ARCHIVES regional branch facility.
2. ARCHIVES shall meet or exceed the quality control, processing, document preparation, and imaging specifications and standards for the creation of archival public record documents established by Washington State law. It is the responsibility of the CUSTOMER to verify the quality and accuracy of the service performed and to notify ARCHIVES of any discrepancies within thirty (30) calendar days after receiving the finished work product for each Statement of Work. Promptly after receiving such notice of any discrepancies from the CUSTOMER, ARCHIVES will replace deficient work product with product that meets specifications and standards at no charge to the CUSTOMER. Any defects or errors communicated by the CUSTOMER to ARCHIVES after thirty (30) calendar days after receiving the finished work product will incur additional costs.
3. Although each Statement of Work will include an estimated completion date as agreed upon by the parties, **ARCHIVES shall not be liable for delays in providing services to the CUSTOMER under this Agreement.**
4. Nothing in this Agreement shall constitute a guarantee by the CUSTOMER to provide a minimum amount of work or a promise to supply work to ARCHIVES.
5. All records must be delivered in boxes capable of holding their contents with the lid closed. This includes rolled or flat drawings. Boxes that are damaged, without lids, or weighing over 40lbs **will not be accepted**. ARCHIVES have archival quality boxes with attached lids for purchase. ARCHIVES have staff available to box CUSTOMER documents on site for an hourly fee equal to the current ARCHIVES miscellaneous labor rate.

6. Washington State Microfilming Standards require certain information to be present on all microfilm. ARCHIVES will add pages to ensure compliance with the standards. CUSTOMER will be charged at a per page rate and project preparation rate for this work.
7. CUSTOMER instructions that result in a suspension of work in progress will be charged the current ARCHIVES miscellaneous labor rate per each hour of downtime for shut down and restart. Once the project work begins, all questions submitted to the CUSTOMER must be answered expeditiously and no later than one (1) business day to avoid work stoppage.

II. TERMS AND TERMINATION

1. This Agreement shall take effect upon the signing of the last required signature. This Agreement shall remain in effect until June 30, 2019.
2. The CUSTOMER may extend this Agreement for up to two (2) additional two year terms by providing a written notice to ARCHIVES any time before the termination date.
3. Either party may terminate this Agreement upon a thirty (30) calendar day written notice to the other party. In the event of termination of this Agreement, the terminating party shall be liable only for the performance rendered prior to the effective date of termination. The CUSTOMER shall pay ARCHIVES within thirty (30) calendar days of receipt of billing for services rendered.

III. COMPENSATION

1. The CUSTOMER will pay ARCHIVES for the services provided under this Agreement at the rates in effect at the time a request for work is received from the CUSTOMER and ARCHIVES creates a Statement of Work which is approved by the CUSTOMER. ARCHIVES shall maintain the right to increase or decrease the cost of rendering service(s) under this Agreement throughout its lifetime upon a thirty (30) calendar day advance notice to the CUSTOMER. Notwithstanding paragraph II above, the CUSTOMER has fifteen (15) calendar days to agree or terminate the Agreement for changes made pursuant to this paragraph III.1.
2. ARCHIVES will send an itemized bill to the CUSTOMER not more than twice monthly, which includes work done in the prior two week period for imaging services detailing charges by Statement of Work number and services provided. ARCHIVES shall submit invoices to the same address to which notice is sent.
3. The CUSTOMER shall make payment by checks, journal voucher, or credit card of amount due within thirty (30) calendar days after receiving a properly executed invoice. The CUSTOMER shall make checks payable to the Office of the Secretary of State and send payment to the Office of the Secretary of State, Financial and Support Services, P.O. Box 40224, Olympia, WA 98504-0224. **Payment must reference the Agreement number.**
4. Total services under this Agreement shall **not exceed \$10,000.00**. This amount can be increased by an amendment to this Agreement signed by both Parties.

IV. NOTICE

1. Any notice to be given under this Agreement shall be in writing and may be sent either by registered or certified mail, facsimile transmission, email, or personal delivery.
2. Any notice from ARCHIVES sent to the CUSTOMER shall be sent or delivered to:
Customer Contact Name: Kay Jones
City of Cashmere
101 Woodring Street
Cashmere, WA 98815
Telephone Number: (509) 782-3513
Email Address: kay@cityofcashmere.org
3. Any notice from the CUSTOMER sent to ARCHIVES shall be sent or delivered to:
Patrick Williams
Customer Service Manager
Office of the Secretary of State
Washington State Archives
1129 Washington Street SE
Olympia, WA 98504-0238
Telephone: (360) 586-0108
Email Address: patrick.williams@sos.wa.gov
4. Notice shall become effective upon delivery in person, three (3) business days after posting by prepaid registered or certified mail, receipt by the sender of a successful facsimile transmission report, or receipt by the sender of an email read receipt, whichever occurs first.

V. RECORDS

The parties to this Agreement shall each maintain books, records, documents, and other evidence, which sufficiently and properly reflects all direct and indirect costs expended by either party in the performance of the service(s) described herein. These records shall be subject to inspection, review, or audit by personnel of both parties, or other personnel duly authorized by either party, the Office of the State Auditor, and federal officials authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six (6) years after expiration or termination of this Agreement and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

VI. GENERAL TERMS AND CONDITIONS

1. This Agreement shall not be assignable by either party without written consent of the other party.
2. The ownership of the documents or other items received from the CUSTOMER shall at all times remain the property of the CUSTOMER. The imaging or other products are the property of the ARCHIVES until payment has been made for the services rendered.

3. The service or product provided by this Agreement shall be either available for pickup or shipped from the ARCHIVES' facility at 1129 Washington Street SE, Olympia, WA 98504.
4. Except as otherwise provided in this Agreement, when a bona fide dispute arises between ARCHIVES and the CUSTOMER, and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Secretary of State or the delegate authorized in writing to act on behalf of the Secretary of State.
 - A. The request for a dispute hearing must:
 - be in writing;
 - state the disputed issues(s);
 - state the relative positions of the parties;
 - state the party's name, address, and contract number; and
 - be mailed to the Secretary of State or delegate and party's (respondent's) Agreement Manager.
 - The respondent shall send a written answer to the requester's statement to both the Secretary of State or delegate and the requester within fifteen (15) business days.
 - B. The Secretary of State or delegate shall review the written statements and reply in writing to both parties within ten (10) business days. The Secretary of State or delegate may extend this period if necessary by notifying the parties.
 - C. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in the Agreement shall be construed to limit the parties' choice of a mutually acceptable Alternate Dispute Resolution (ADR) method in addition to the dispute resolution procedure outlined above.

5. This Agreement shall be construed and interpreted in accordance with the law of the state of Washington. The venue of any legal action brought hereunder shall be in the Superior Court for Thurston County.
6. Each party to this agreement shall be responsible for its own acts and/or omissions and those of its officers, employees and agents. No party to this agreement shall be responsible for the act and/or omissions of entities or individuals not a party to this agreement.
7. This Agreement may be modified only in writing by the parties executed with the same formalities required to execute this Agreement.
8. If any clause, phrase, sentence, or paragraph of this Agreement is declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.
9. If any conflicts exist between the text of this Agreement and any Statement of Work, the Agreement shall prevail.

VII. AFFIRMATION OF AGREEMENT

The parties signing below hereby affirm that they have the authority to bind the respective parties to the terms of this Agreement. No other understanding, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or to bind any of the parties. This Agreement, together with all of its attachments and subsequent Statement of Work constitutes the entire Agreement.

The parties have read and agree to the terms and conditions of this Agreement.

CITY OF CASHMERE:

OFFICE OF THE SECRETARY OF STATE

Date
City Clerk

Date
State Archives

APPROVED AS TO FORM
Attorney General's Office

**STATEMENT OF WORK NO. 1
SERVICE LEVEL AGREEMENT No. 17CE02-1438**

This Statement of Work is made and entered into by and between the CITY OF CASHMERE (hereinafter "CUSTOMER") and the STATE OF WASHINGTON, OFFICE OF THE SECRETARY OF STATE, ARCHIVES & RECORDS MANAGEMENT DIVISION (hereinafter "ARCHIVES"). This Statement of Work (SOW) and exhibit is incorporated into and hereto made an integral part of Service Level Agreement No. 17CE02-1438.

CUSTOMER: **City of Cashmere
101 Woodring Street
Cashmere, WA 98815**

	Customer	Archives
Contact:	Kay Jones	Patrick Williams
Title:	City Clerk	Imaging Services Manager
Telephone No.:	509-782-3513	360-586-0108
Email:	kay@cityofcashmere.org	Patrick.williams@sos.wa.gov

I. SPECIFIC SERVICE

ARCHIVES shall provide services and staff and otherwise do all things necessary for or incidental to the performance of work set forth in **Exhibit A** and fully incorporated herein by reference.

II. FEE SCHEDULE

Service	Unit	Unit Price
Federal mileage reimbursement rate	Per Mile	0.545
Per box for all trips	Per Box	1.50
Scan Paper Documents (Up to 11"x17") up to 300 DPI – Grade D	Per Image	0.25
Index – Up to four (4) fields with a maximum of 15 characters per field	Per File	0.35
16mm Microfilm – Single or Multi-Page TIFF Images to Microfilm (per image plus per roll)	Per Image	0.03
16mm Microfilm – Single or Multi-Page TIFF Images to Microfilm (Roll Charge)	Per Roll	27.00
Flash Drive	Each	50.00
All shipping or ferry prices will be charged cost + 30%		
IMAGING ESTIMATE		
Service	# of Units	Total Unit Cost
Federal mileage reimbursement rate	360	\$196.20
Per box for all trips	2	\$3.00
Scan Paper Documents (Up to 11"x17") up to 300 DPI – Grade D	1,500	\$375.00
Index – Up to four (4) fields with a maximum of 15 characters per field	400	\$140.00
16mm Microfilm – Single or Multi-Page TIFF Images to Microfilm (per image plus per roll)	1,500	\$45.00
16mm Microfilm – Single or Multi-Page TIFF Images to Microfilm (Roll Charge)	3	\$81.00

Flash Drive	1	50.00
All shipping or ferry prices will be charged cost + 30%		
IMAGING ESTIMATE		
Total		\$890.20

III. CONTRACT PERIOD FOR STATEMENT OF WORK

The date of execution, which is the date of the last signature, through June 30, 2019.

IV. SERVICE DELIVERY

The above amount is an estimate for the project described in Paragraph I, *Specific Service*. If the project received is different than described in the Specific Service or is more complex than originally estimated, ARCHIVES will contact the CUSTOMER with a new cost estimate before starting work. After ARCHIVES has notified the CUSTOMER, the CUSTOMER has fifteen (15) calendar days from the date of notification of accepting the new cost estimate, whereby an amendment to this Agreement will be prepared, or discontinue the project under this Agreement.

V. GENERAL TERMS AND CONDITIONS

Should an unforeseen event cause a need for ARCHIVES to exceed the time described in SPECIFIC SERVICE, either by mutual consent a new date of completion will be established by amendment of this Agreement, or the Agreement will be terminated by mutual agreement.

VI. AFFIRMATION OF AGREEMENT

The parties signing below hereby affirm that they have the authority to bind the respective parties to the terms of this Agreement. This SOW is an integral part of Service Level Agreement No. 17CE02-1438 and contains all the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement and SOW, shall be deemed to exist or to bind any of the parties hereto. The Service Level Agreement and SOW, together with its exhibit, constitutes the entire Agreement.

The parties have read and agree to the terms and conditions of this Agreement.

CITY OF CASHMERE

OFFICE OF THE SECRETARY OF STATE

 Date
 City Clerk
 Exhibit A

 Date
 State Archives

Exhibit A Statement of Work

The ARCHIVES shall:

Summary Statement

- The purpose of this project is to create a digital (scan), index, and microfilm form of Minutes, Ordinances and Resolutions not to exceed the grant award without prior approval. No copy of the microfilm will be provided unless requested by CUSTOMER for an additional cost.

Project Management

- Process the following with the following information:
 - Record Series: Minutes/Agendas
 - Agency: City of Cashmere
 - Department: City Council
 - County: Chelan
 - Date Range: 2013-2017
 - Disposition Authority Number (DAN): GS50-05A-13
 - Record Series: Ordinances
 - Agency: City of Cashmere
 - Department: City Council
 - County: Chelan
 - Date Range: 2013-2017
 - Disposition Authority Number (DAN): GS50-05A-16
 - Record Series: Resolutions
 - Agency: City of Cashmere
 - Department: City Council
 - County: Chelan
 - Date Range: 2013-2017
 - Disposition Authority Number (DAN): GS50-05A-16
- Contact the first or secondary CUSTOMER contacts with any questions regarding the project.
 - Provide timelines, quantities, project complexity, and cost estimates based on our original project review. Estimates may be revised based on the condition of the records at the time they arrive in our production facility. ARCHIVES staff will review the project prior to beginning work and notify the CUSTOMER of any cost adjustments required for document preparation which exceeds the original estimate.
 - A Transmittal Agreement is required between Digital Archives and CUSTOMER for transfer of images.

Pickup & Delivery

- Pickup the documents from CUSTOMER at:
City of Cashmere
101 Woodring Street
Cashmere, WA 98815
- Large projects may be separated into individual job work orders which are sized based on completing each work order within 90 calendar days.
- Handle documents to prevent damage. Archives will not be held liable for inadvertent damage caused by the scanning process.
- Return documents in the original folder or binder in the box provided. Documents will not be reassembled. Oversize documents will be placed back in its original file location.
- Re-box the documents into a new Archive box if the original box is deemed insufficient to properly preserve the records. CUSTOMER will be invoiced for all new boxes required for their project.

- Return the original documents to the following location within 30 calendar days of completing the imaging services:
State Archives – Central Region
Deliver Flash Drive with images to the following location:
City of Cashmere
101 Woodring Street
Cashmere, WA 98815

Scan - Paper Documents

- Perform paper document scanning for documents up to 11" by 17".
 - Record series Minutes and Disposition Authority Number (DAN) GS50-05A-13
 - This category of work consists of approximately 500 pages within 1 box.
 - This category of work is given the complexity Grade D
 - Record series Ordinances and Disposition Authority Number (DAN) GS50-05A-16
 - This category of work consists of approximately 500 pages within 1 box.
 - This category of work is given the complexity Grade D
 - Record series Resolutions and Disposition Authority Number (DAN) GS50-05A-16
 - This category of work consists of approximately 500 pages within 1 box.
 - This category of work is given the complexity Grade D
- Provide Imaging Services for documents up to 11" x 17" on production auto-feed scanners.
- Count each side of two-sided documents as one page.
- "Imaging Services" shall include:
 - Preparing documents for scanning by removing documents from bindings or binders, removing staples, paper clips, flattening and/or mending pages.
 - Removing all oversized (larger than 11" x 17") documents for wide-format scanning.
 - Wide-format scanning is priced at a different rate.
 - Scanning documents in bi-tonal mode at 300 dots per inch (dpi). All clearly visible markings on all pages will be captured in the image.
 - Original colored documents will be scanned in color and bi-tonal.
 - Scanning removable notes both on the page and off if text is obscured.
 - Performing a visual quality control inspection of every scanned image by viewing each image and comparing it to the original document page.
 - Re-scanning poor quality images as needed.
 - Providing TIFF Group IV Multi-Page image files.
 - Naming images as follows:
Index fields according to the indexing paragraph below.

Indexing

- Index fields according to the following Digital Archives required format:

Minutes, Ordinances & Resolutions

Field Name	Characters
Image File Name (for Minutes)	Abbreviation of City or County and YYYYMMDD
Image File Name (for Ordinances)	Abbreviation of City or County and YYYYMMDDord#
Image File Name (for Resolutions)	Abbreviation of City or County and YYYYMMDDres#
Document Date	YYYY-MM-DD

- Documents containing multiple records on a page will be copied and indexed.
- Provide a comma delimited text file containing the information above for all scanned documents.
- It is the customer's responsibility to maintain the capability to convert standard delimited text files to a preferred data format.

Digital to 16mm film

- Perform digital image to microfilm conversion for previously scanned paper documents.
 - This category of work consists of approximately 1,500 images.
 - Include targets per State Standards.
 - One roll per record series.
- Create silver-halide microfilm rolls for each record series.
- Submit microfilm and transmittal documents to the ARCHIVES Security Microfilm section for preservation in the film vault.

The CUSTOMER shall:

- Schedule document pickup or return date within 15 calendar days of ARCHIVES notifying CUSTOMER that documents are ready. Documents not arranged for pickup or delivery during this timeframe will be accessioned to the CUSTOMER's Regional Branch Facility.
- Review the imaged records and notify the Archives of any defects or errors within 30 calendar days of invoice date.
- Submit payment approval for completed work within 30 calendar days of invoice date.
 - After receipt of CUSTOMER's approval, invoice will be paid internally by the Local Records Grant Program through a transfer of funds to Imaging Services.
- Provide first and secondary contacts for any questions during the project:
 - First contact:
Name: Kay Jones Phone: 509-782-5313 email: kay@cityofcashmere.org
 - Secondary contact:
Name: Jeff Gomes Phone: 509-782-5313 email: jeff.gomes@cityofcashmere.org
- Ensure project is ready for processing prior to sending to ARCHIVES.

CITY OF CASHMERE

Small Works Construction Contract

Project: 2018 Pavement Preservation Overlay Project

THIS CONTRACT is entered into by and between the City of Cashmere, Washington (hereinafter the "City") and Central Washington Asphalt, Inc. (hereinafter the "Contractor"), sometimes each individually referred to herein as a "party" or collectively referred to herein as the "parties".

In consideration of the terms and conditions contained herein, the City and Contractor agree as follows:

I. WSDOT STANDARD SPECIFICATIONS

- A. Except as may be otherwise specifically provided in this Contract, the definitions of terms used in this Contract and the other provisions set forth in the Washington State Department of Transportation Standard Specifications for Road, Bridge, and Municipal Construction, 2016 Edition (hereinafter "2016 WSDOT Standard Specifications"), shall apply to the standard of construction of the Project Work by the Contractor and shall apply with respect to all other matters not otherwise specifically identified in this Contract.
- B. The City is the Contracting Agency.

II. PROJECT WORK, PAYMENT, GUARANTEE

- A. The Contractor shall perform all Work and furnish all tools, materials and equipment for the construction for the Project in accordance with and as described in the City Request for bid and the Contractor Proposal and all other plans and specifications on file with the City for the bid amount. The aforementioned documents are by this reference incorporated herein and made a part of this Contract. The bid amount is inclusive of all applicable taxes, including Washington State Sales taxes and is: \$ 35,045.90
- B. The City shall pay the Contractor for performance of the Project Work according to the City Request for bid and the Contractor Proposal on file with the City.
- C. The Project Work shall start within 30 calendar days after execution of this Contract and the issuance of a notice to proceed by the City. The Project Work shall be completed within 10 calendar/working days from the date of issuance of the notice to proceed by the City.

- D. If the Project Work is not completed within the time specified, the Contractor agrees to pay the City liquidated damages in the sum specified in Section 1.08.9 of the 2016 WSDOT Standard Specifications for each and every working day that Project Work remains uncompleted.
- E. The Contractor shall provide and pay for all equipment and labor required to construct and complete the Project Work. The Contractor shall guarantee the completed Project Work and all components thereof for a period of one year following the Completion Date of the Project Work , except as may be otherwise specifically modified by the City in the City Request for bids, the plans, specification, or other Project Work documents.
- F. Contractor shall be responsible for all temporary functions associated with the Project Work, including but not limited to, lighting, wiring protection, hoisting, scaffolding, rigging, flaggers, drinking water, dust control, storage, ventilation, and heating.

III. PREVAILING WAGE REQUIREMENT

The contractor shall pay prevailing wages for all Project Work and shall comply with Chapters 39.12 and 49.28 RCW. Notice of intent to pay prevailing wages and prevailing wage rates for the Project must be posted for the benefit of workers. At the completion of the Project the Contractor and its subcontractors shall submit Affidavits of Wages Paid to the Department of Labor and Industries for certification. Final payment on the Contract shall be withheld until the City receives certification from the Department of Labor and Industries that prevailing wage requirement have been satisfied.

IV. CONTRACT BOND

The Contractor shall provide a Contract Bond, in a form acceptable to the City, for the faithful performance and payment of all its obligation under this Contract. The Contract Bond shall remain in effect for the repair and replacement of defective equipment, materials, and workmanship and payment of damages sustained by the City on account of any such defects, discovered within one (1) year after the Completion Date.

V. PERMITS AND TAXES

Contractor shall secure and pay for all permits, fees and licenses necessary for the performance of the Project Work. Contractor shall pay any and all applicable federal, state and municipal taxes, including sales taxes associated with performance of the Project Work.

VI. INDEMNIFICATION

Contractor shall defend, indemnify, and hold harmless the City, its elected officials, officers, employees, engineers, agents, and volunteers from and against all demands, claims, losses, injuries, damages, liabilities, suits, judgments, attorneys' fees and costs, and other expenses of any kind incurred by the City on account of, relating to, or arising out of Contractor's Work under this Contract, except to the extent such injuries or damages are caused by the negligence of the City.

VII. INSURANCE

- A. The Contractor shall procure and maintain for the duration of the Project Work, and for a period of three (3) years thereafter, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the Project Work by the Contractor, its agents, representatives, employees, or subcontractors.
- B. Contractor's maintenance of insurance as required by this Contract shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
- C. Contractor shall maintain insurance of the types described below:
 1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
 2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, , stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, an liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85. There shall be no endorsement or modification of the Commercial General Liability insurance fort liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy. The proof of insurance and identification of the City as an additional insured shall be provided on a form acceptable to the City.
- D. Contractor shall maintain the following minimum insurance limit:
 1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$1,000,000 general aggregate and a \$1,000,000 products-completed operations aggregate limit.

E. Insurance shall be placed with insurers acceptable to the City.

VIII. GENERAL PROVISIONS

A. Venue for any legal action arising out of the existence of this Contract shall be in Chelan County Superior Court. Except as specifically provided otherwise herein, in any legal action commenced by either party to this Contract, each party shall pay its own attorney's fees and costs, regardless of the outcome.

B. This Contract contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements or understandings between the parties with respect thereto. This Contract may be amended only by an agreement in writing signed by both parties.

C. The effective date of this Contract shall be the date the Contract is approved and signed by the City Mayor.

D. This Contract may be signed in counterparts, each of which shall be an original but all of which shall constitute one and the same document. Signatures transmitted by facsimile or PDF e-mail shall be deemed valid execution of this Contract, binding on the parties.

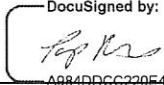
APPROVED the _____ day of _____, 2018 by the City of Cashmere, Washington.

(Jeff Gomes, Mayor)

Address:

City of Cashmere
101 Woodring Street
Cashmere, WA 98815
(509) 782-3513

APPROVED the 10th day of May, 2018 by the contractor.

DocuSigned by:

A084DDCC220E438...

(Signature)

Pamp Maiers, President
(print Name and Title)

Contractor, Address and Phone Number:
P.O. Box 939
Moses Lake, WA 98837
(509) 765-5757

**INTERLOCAL AGREEMENT 18-041
FOR EFFICIENT LED LIGHTING IMPROVEMENTS**

THIS INTERLOCAL AGREEMENT (“Agreement”) is hereby entered by and between the CITY OF CASHMERE (“City”) and PUBLIC UTILITY DISTRICT NO. 1 OF CHELAN COUNTY (“District”), sometimes collectively referred to as the “Parties.”

RECITALS

1. Effective _____, the City and District entered into a Street Lighting Agreement identifying the roles and responsibilities of the Parties as they relate to street lights owned by the City and the District within City limits.
2. The City and the District desire to convert streetlights within the City to Light Emitting Diode (LED) fixtures in order to take advantage of the energy and maintenance savings and nighttime light pollution reduction that LED fixtures provide.
3. The City, with the District’s assistance applied for and received grant funding from the Transportation and Improvement Board (TIB) to pay up to \$328,053 of the costs to replace the incandescent street lighting with efficient LED lighting technology (the “LED Streetlight Conversion Project”) that would replace streetlights located on poles owned by the City and by the District. Parties understand and acknowledge this “replacement” means new light fixtures and retrofitting, but does not include relocation of light fixtures to other locations on any poles and does not include any alterations of the supporting arm without prior approval of the District.
4. City understands that the District and its contractor will need to contact local code officials to obtain various permits and confirm that the proposed design meets applicable safety standards. It is understood that the District and its contractors may disclose with the code officials all grounding and electrical safety issues that may be discovered in the course of designing and implementing this project.
5. The District and the City desire to continue their cooperative efforts through procurement and construction of the LED Streetlight Conversion Project as set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, and the foregoing representations, which are incorporated by this reference into the Agreement, the City and the District agree as follows:

1. **Purpose**
The purpose of this Agreement is to provide for the cooperation of the Parties for the LED Streetlight Conversion Project on City and District owned instruments (poles and lights) within City limits.
2. **Incorporation by Reference**
The TIB Grant is incorporated herein by this reference and shall be administered and enforced for the benefit of both Parties.
3. **Scope of Work and Responsibilities**
 - A. Prior to Installation

The District and their representatives will initiate the LED Streetlight Conversion Project including:

- i. Planning and Design
 - The City and the District will agree on the proposed LED Streetlight Conversion Project design standards, details and specifications used for bidding the work.
- ii. Bid and Award
 - Administration of the contract bid and award, consistent with the District's competitive bidding laws.
 - Administration of the contract for the Project, including:
 - Schedule the work.
 - Coordinate and providing all permitting.
- iii. The District shall, in consultation with the City, prepare the grant expenditure documentation that will be submitted to TIB.

B. During Installation

The District shall provide construction management for the LED Streetlight Conversion Project including:

- i. Monitor installation of light fixtures on City and District owned poles to ensure conformance with contract requirements and specifications.
- ii. The District shall provide timely and proper notice to the City for inspection of the work on City owned poles.
- iii. Administering change orders, as necessary, to complete the work.
- iv. Administering contract payment for work.
- v. The District shall Invoice the City on a periodic basis for District expenditures incurred under the contract for work, including any administrative fees for the TIB approved Streetlights.
- vi. The City shall monitor and inspect the installation of light fixtures on City owned poles for the LED Streetlight Conversion Project.
 - The City shall comment on completed work when requested by the District.
 - In the event that any fixture installation does not meet the design standards and specifications, the City shall promptly notify the District in writing describing the deficiency for District resolution under the contract work.

C. After installation of LED fixtures

- i. The District shall coordinate final acceptance of the LED Streetlight Conversion Project following installation, including obtaining the City's written acknowledgement of Project completion prior to final acceptance of the contract work.
- ii. The City shall accept responsibility for the work done by the Contractor on City owned poles including inspection and final approval.
- iii. City agrees to respond to customer comments, concerns and complaints (if any) regarding any new LED street lights installed under this agreement in the City limits. Light shielding is not specified in the contract documents and will not be provided. Shielding purchase and installation, if required in response to customer light trespass

concerns or complaints, will be the responsibility of the City on City owned poles and by the District on District owned poles.

4. Duration and Termination

This Agreement shall become effective upon the Effective Date, and shall terminate upon the completion of the Project. However, the provisions in paragraphs 6 (Records Maintenance); 7 (Mutual Indemnity); and 14 (Governing Law; Venue) shall survive until any applicable claims periods expire.

5. Project Funding

The Project will be funded as follows: The District will pay the Contractor directly. The District will invoice the City on a periodic basis for District expenditures incurred, including any administrative fees for the TIB-approved street lights. Upon receipt of the invoice from the PUD, the City will then submit within 15 days a payment request to the TIB for funding processing and payment. Within 30 days after the funds have been received by the City, the City will pay the TIB funds to the District.

It is understood that financial viability of this Project is dependent upon availability of grant funding and actual bid prices that are in line with expectations. In the event grant funding or bid prices do not work out as planned, the District reserves the right to withdraw from participating in the Project at any time at its sole discretion, and reimbursed appropriately for any expenditures incurred.

6. Records Maintenance

The parties to this Agreement shall each maintain books, records, documents and other evidence, which sufficiently and properly reflect all direct and indirect costs expended by either Party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either Party or the Office of the State Auditor, and federal officials so authorized by law. All books records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period. Records and other documents, in any medium, furnished by one Party to this agreement to the other Party, will remain the property of the furnishing Party, unless otherwise agreed. Each Party will utilize reasonable security procedures and protections to assure that records and documents provided by the other Party are not erroneously disclosed to third parties.

7. Mutual Indemnity

The District shall indemnify, defend and hold harmless the City, it's officers, agents and employees, from and against any and all claims, losses or liability, costs, or any portion thereof, arising from injury or death to persons or damage to property occasioned by any negligent act, omission or failure of the District, its officers, agents, and employees, in connection with the District's activities related to this Agreement, or arising out of the District's non-observance or non-performance of any law, ordinance, or regulation applicable to the District's activities related to this Agreement.

The indemnification obligation of District shall not be limited in any way by the application of any workmen's compensation acts, disability benefit acts or other employee benefit acts and the District expressly waives the protection afforded by such laws. The foregoing waiver and indemnification obligations have been mutually negotiated.

The City shall indemnify, defend and hold harmless the District, its officers, agents, employees, contractors, and subcontractors from and against any and all claims, losses or liability, or any portion thereof, arising from injury or death to persons or damage to property occasioned by any negligent act, omission or failure of the City, its officers, agents, employees, contractors, and subcontractors, in connection with the Project and/or City's activities related to this Agreement, or arising out of the City's non-observance or non-performance of any law, ordinance, or regulation applicable to the Project and/or City's activities related to this Agreement.

The indemnification obligation of the City shall not be limited in any way by the application of any workmen's compensation acts, disability benefit acts or other employee benefit acts and the City expressly waives the protection afforded by such laws. The foregoing waiver and indemnification obligations have been mutually negotiated.

8. No District Warranty

The District makes no warranty, express or implied, regarding the work performed by the third party contractor.

9. Lighting Contractor Warranty

The District will work with the lighting contractor to provide for a 10-year warranty on materials and a one-year warranty on material and labor to replace any LED light fixtures installed under the scope of this LED Streetlight Conversion Project. LED light fixtures that fail after one year and within ten years will be provided with a replacement fixture by the contractor, and will be installed by the City on City owned poles and by the District on District owned poles.

10. Severability

In the event that any provision of this Agreement shall be determined to be unenforceable or otherwise invalid for any reason, such provision shall be enforced and validated to the extent permitted by law. All other provisions of this Agreement are severable, and the unenforceability or invalidity of any single provision hereof shall not affect the remaining provisions.

11. Attorney's Fees

In the event of litigation regarding any of the terms of this Agreement, each party shall pay their own attorney's fees and costs.

12. Construction

This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements or understandings among the Parties with respect thereto. This Agreement may be amended only by an agreement in writing signed by the Parties.

13. Mutual Negotiation

This Agreement and each of the terms and provisions hereof are deemed to have been explicitly negotiated between, and mutually drafted by, the Parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either Party.

14. Governing Law; Venue

This Agreement is governed by the laws of the state of Washington, without regard to its conflict of law provisions. The jurisdiction of any action hereunder shall be in the Superior Court, Chelan County, Washington.

15. Public Disclosure

The obligations of the parties regarding confidential information may be subject to state and federal public disclosure laws, as now exist or as may be hereafter amended. The parties may disclose confidential information to the extent it is required to be disclosed pursuant to the public disclosure laws. If a public disclosure of confidential information is requested, the party receiving the request agrees to notify the other of such request at least ten (10) business days prior to disclosure being made. The other party may immediately seek a protective order in the appropriate court. The receiving party will reasonably cooperate with the other in such action, but is under no obligation to obtain or seek any court protection.

16. No Third Party Beneficiaries

This Agreement is made and entered into for the sole benefit of the Parties, and the Parties intend that no other person or entity shall be a direct or indirect beneficiary of this Agreement.

17. Relationship of Parties

The Parties intend that an independent contractor relationship will be created by this Agreement. Neither party, their officers, employees, agents, contractors of subcontractors shall be considered an agent or employee of the other for any purpose and neither party is entitled to any of the benefits that the other provides for its respective employees.

18. Parties Representatives

The following shall be the Parties authorized representatives and contact persons for administration of this Agreement, communication, and service of all notices, except service of process:

Chelan County PUD
Attn.: John Goodwill
P. O. Box 1231
327 N. Wenatchee Avenue
Wenatchee, WA 98807
Phone: (509) 661-4022
Email: john.goodwill@chelanpud.org

City of Cashmere
Attn:

Phone:
Email:

Each Party shall promptly notify the other Party in writing of any change of contact information.



Each individual executing this Agreement warrants they are fully authorized to bind their principal to the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the _____ day of _____, 2018 (Effective Date).

APPROVED FOR:

THE CITY OF CASHMERE

By: _____

Name: _____

Title: _____

APPROVED FOR:

PUBLIC UTILITY DISTRICT NO. 1 OF CHELAN
COUNTY, WASHINGTON

By: _____

Name: _____

Title: _____

STREET AND AREA LIGHTING AGREEMENT

This Street Lighting Agreement "Agreement" is made and entered into between the City of Cashmere, a municipal corporation, hereinafter called "City", and Public Utility District No.1 of Chelan County, Washington, a municipal corporation, hereinafter referred to as "District", sometimes collectively referred to as the Parties.

RECITALS

WHEREAS, under previous Street Lighting Agreements, the District installed luminaires, which includes all components of street lighting fixture (globe, head, ballast, lamp and photo control) on non-wood and wood poles that are located within the City.

WHEREAS, the City owns all non-wood street light poles located within the City, and the District owns all wood poles located within the City.

WHEREAS, under previous Street Lighting Agreements, the District billed the City a monthly fee for operation and maintenance of some streetlights on City owned poles.

WHEREAS, the Parties wish to update the rates charged by the District and responsibility for maintaining lighting circuits and service disconnects based on ownership of the pole on which the luminaire is affixed.

NOW THEREFORE, in consideration of the above and the mutual promises set forth herein, the Parties agree as follows:

1. Agreement. This Agreement between the City and District replaces and supersedes all previous street and area light agreements, and shall be effective upon the final signature date of this Agreement.
2. System Ownership. For the purposes of this Agreement, all street and area lighting systems including all existing luminaires on non-wood streetlight poles, wiring and associated hardware, traffic signals and traffic signal poles are property of the City. All existing street and area lighting systems including all existing luminaires on primary and secondary wood poles are property of the District.
3. Rate Schedules. The City's street and area lighting systems consist of a mix of metered and unmetered lights. The metered lights will be billed by the District according to measured usage and billed by the District according to General Service Rate Schedule 2.

Unmetered lights will be billed by the District on the basis of the District's Street Lighting Rate Schedules 7, 8, 9 and 10. Unmetered lights on City owned poles that were previously maintained by the District and under Rate Schedule 7 (if any), will be transferred over to an "energy only" portion Rate Schedule 7.

The District will provide the City with notice of rate change proceedings, invoice and billings in conformance with District regulations and policies, and as may be hereafter amended.

4. Luminaire Repair or Replacement

- a. District-Owned. The District will, in a reasonable period of time, as determined by the District, replace or repair District-owned defective luminaires. The District is responsible for all material costs associated with repairing or replacing the luminaire. Where it deems appropriate, the District will replace defective non-standard equipment with equipment selected by the District. The new equipment will have, as near as possible, the same characteristics as the original equipment. The City will promptly notify the District of any outage or damage to District-owned lighting system components, which may become known to the City. During normal business hours the City should contact the local District office or the District's Service Department at (509) 661-4325. Outside normal business hours the City should contact the District's System Operations at (509) 661-4000.
- b. City-Owned. With the exception of LED lights covered under warranty as discussed in Interlocal Agreement for Efficient LED Lighting Improvements (PUD No. 18-041), the City is responsible for the replacement or repair of City-owned defective luminaires including all material costs associated with repairing or replacing the luminaire.

5. Attachments to Light Standard. For District-owned poles, attachment of any item (i.e. banners flags, signs, and hanging baskets) other than what is needed for street lighting is strictly prohibited. Pole attachment for wires, communication lines or similar items are handled in a separate agreement and are not covered under this Agreement. For street lighting standards (poles) owned by the City, the City may authorize attachment of items, with the understanding that the City assumes all liability associated with the attachment as noted in Section 11 of this Agreement.

6. Point of Disconnect for Unmetered Circuits. For all unmetered street and area light circuits, the City will confirm that there is a UL approved safety disconnect switch that is capable of fully disconnecting the City's streetlight system from the utility's electric system. If there is no UL approved safety disconnect switch and GFCI circuit breaker that is capable of fully disconnecting the City's streetlight system from the utility's electric system, the District will furnish and install the same as part of the LED streetlight replacement project.

7. Installation and Operation of Illuminated Attachments. If the City agrees to allow the installation of illuminated attachments to the lighting standards, the City shall be responsible for paying for the electrical energy usage to operate the illuminated attachments. These attachments are allowed as noted in Sections 5 and 11 of this Agreement. This section applies to any attachment that requires electrical energy for operation.

The City is responsible for all costs and processes associated with the installation and maintenance of the additional wiring required for the attachments. In addition, the City is responsible for repairing any damage to the existing infrastructure (wiring, poles etc.) caused by the installation and operation of the additional wiring and the attachments.

The City will be billed once per year for the energy used by the attachments. The billing will be in the form of a surcharge to the regular street light billing and, will be included on the bill following the date of disconnection of the attachment. The billing will be calculated based on the number of attachments, the wattage of each attachment, the number of days the attachments were energized and the average number of hours per day that the attachment were energized. The average number of those hours per day will be based on the average hours between sunrise and sunset for the respective days of use.

8. Costs of Construction. All costs associated with engineering, bidding, contracting, and construction of new, non-District owned street or area lighting additions shall be the sole responsibility of the City and/or the developers of the new subdivision or commercial/industrial complex.
9. Work in Right-Of-Way. The District shall notify the City whenever it is necessary for the District to disturb or remove any sidewalks, curbs, gutters, paving or other improved surface in order to maintain the District's lighting system.
10. Pole Rental. The City agrees to pay any annual pole rental fees for lighting equipment that is mounted on poles not belonging to the City or the District.
11. Indemnification. The City agrees to indemnify, hold harmless and defend the District, including its officers, agents, employees and representatives, from any claims, lawsuits, losses, costs, penalties and damages of whatsoever kind or nature arising out of, in connection with, or incident to this Agreement.

The City shall indemnify, defend and hold the District harmless from any claims or lawsuits arising from the City's attachments of banners, decorations, flags or other paraphernalia to the lighting fixtures.

12. No Duty or Liability to Third Parties. This Agreement shall create no duty to any person or entity not a party to this Agreement related to the illumination of, and/or maintenance, repair or replacement of lights, streetlights, lighting fixtures, luminaires, poles, fixtures, illuminated attachments or any other lighting system or fixture addressed by this Agreement; nor shall this Agreement assign, delegate, transfer and/or otherwise allocate in any way between the City and District any duty to any person or entity not a party to this contract. City and District specifically acknowledge and represent one to another that they believe that they, as municipalities, have no duty to light the streets, ways and/or public spaces, or to maintain or repair same, even though they choose to do so. This Agreement shall not create any such duty. The parties also specifically agree and acknowledge that there shall be no third party beneficiaries to this Agreement. This

Agreement shall create no right or cause of action in any party not expressly a party to this Agreement.

13. Notifications. Both the District and the City endeavor to inform each other and work cooperatively whenever either party receives a request for new lighting. Any notices shall be effective if personally served upon the other Party or if mailed by registered or certified mail, return receipt requested, to the following addresses, or such other address as a Party may designate in writing and shall be deemed given on the date of mailing:

City of Cashmere

Attn: Jeff Gomes
Title: Mayor
101 Woodring Street
Cashmere, WA 98815
Email: jeff.gomes@cityofcashmere.org

Public Utility District No. 1 of Chelan County

Attn: Sarah DeLozier
Title: Supervisor - Customer Svc Operations
P. O. Box 1231
Wenatchee, WA 98807-1231
Email: sarah.delozier@chelanpud.org

14. Notification of Changes on Unmetered Circuits. For unmetered City-owned street lights, the City will notify the District within 60 days of any streetlights that have been added, permanently removed, fixture wattage changes greater than plus or minus 20%, or streetlights that have been moved from an unmetered circuit to a metered circuit. The District will make the appropriate changes in the billing system within 30 days of receiving notice of the changes from the City. City will not install, or allow to be installed, any additional load consuming device or item on an unmetered circuit without the prior written approval of the District.
15. Independent Contractor. The Parties are independent contractors with respect to all activities associated with this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the Parties. Each Party's employees shall not be entitled to any benefits afforded the other Party's employees. City employees and each Party shall be solely responsible for withholding federal income tax and associated employment-related taxes from the wages paid to its employees.
16. Governing Law; Venue. This Agreement is governed by the laws of the state of Washington, without regard to its conflict of law provisions. The jurisdiction of any action hereunder shall be in the Superior Court, Chelan County, Washington.
17. Continuous Agreement. This Agreement shall remain in effect unless either party gives the other party twelve (12) months advance written notice of the party's intent to

terminate the agreement. The agreement shall terminate upon the expiration of the twelfth month. This agreement replaces and supersedes any prior street or area light agreement(s) between the City and the District.

18. Entire Agreement. This Agreement contains the entire Agreement between the Parties with respect to the subject matter hereof and supersedes all prior Agreements or understandings between the Parties with respect thereto.

IN WITNESS WHEREOF, the Parties have executed this Agreement as dated below.

PUD No. 1 of Chelan County

City of Cashmere

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____