

INTERLOCAL COOPERATION AGREEMENT

THIS AGREEMENT, made and entered into this 17th day of October, 2008, by and between the **CITY OF BREWSTER**, hereinafter referred to as the "City", and **PUBLIC UTILITY DISTRICT NO. 1 OF OKANOGAN COUNTY**, hereinafter referred to as the "PUD".

WITNESSETH:

WHEREAS, both the City and the PUD are units of local government authorized by the Interlocal Cooperation Act (Chapter 39.34 RCW) to engage in cooperative intergovernmental activities; and

WHEREAS, the City desires to have certain services performed by the PUD as set forth herein; and

WHEREAS, the City does not have presently available the resources necessary to fund the installation of said services at this time without the cooperation of the PUD as set forth in this agreement;

WHEREAS, it is the desire of the City and the PUD to cooperate in the installation and extension of electrical utility facilities at the Anderson Field Municipal Airport owned and operated by the City; and

Now, therefore, in consideration of the terms, conditions and covenants set forth herein,

THE PARTIES AGREE AS FOLLOWS:

1. Services. The PUD shall perform such services and accomplish such tasks, including the furnishing of all labor, materials and equipment necessary for the installation of an electrical utility extension, as shown in **Exhibit A** attached hereto and incorporated herein as though fully set forth.

2. Payment. The City shall reimburse the PUD for the full cost of installation of said electrical utility line extension in the not to exceed amount of \$8,915.00 plus a reoccurring monthly service fee of 0.2% until such time as the full amount due pursuant to this agreement is paid in full. Said reimbursement shall be made in five equal annual payments of \$1,997.00 for a total of \$9,984.80. If actual costs come in lower, this amount will be adjusted accordingly. This cost estimate shall be good for a period of ninety (90) days. Said reimbursement shall be made in equal

annual payments over a five-year period commencing one year from the date hereof and continuing on the same date thereafter until the entire balance has been paid in full.

3. Relationship of Parties in Performance of the Services Herein Contemplated. The PUD is an independent contractor with the authority to control and direct the performance of the work.

4. Easements. The City shall obtain and grant to the PUD any and all necessary easements to legally establish the right of way for the installation of the electrical line extension in substantially the form attached hereto as **Exhibit A** to this agreement.

5. Duration. The term of this agreement shall be from the date first above written and shall continue until the PUD has been fully reimbursed as set forth above.


6. Recording. Upon execution of this agreement, this agreement shall be filed with the respective parties and recorded with the Auditor of Okanogan County and a copy shall be provided to the Washington State Auditor's Office.

7. Administration. This Agreement shall be administered by the Mayor of the City and the General Manager of the PUD.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed the day and year first above written.

CITY:

City of Brewster, a municipal corporation:

By: 

Lee Webster, Mayor

PUD:

Public Utility District No. 1 of Okanogan County:

By: 

John R. Grubich, General Manager