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**MASTER INTERLOCAL AGREEMENT**  
**City of Wenatchee and Public Utility No. 1 of Chelan County**  
**CCPUD Contract No. 23-13264**

THIS MASTER INTERLOCAL AGREEMENT FOR COOPERATIVE ACTION (“Agreement”) is hereby entered into on the Effective Date by and between the CITY OF WENATCHEE (“City”), and PUBLIC UTILITY DISTRICT NO. 1 OF CHELAN COUNTY (“District”), sometimes collectively referred to as the “Parties.”

**RECITALS**

The Parties are authorized by RCW 39.34 to enter into Cooperative Agreements. Joint utilization of agreements and the exchange of services as described herein in accordance with the terms of the Interlocal Cooperative Act, RCW 39.34, will work to benefit the Parties.

The Parties wish to take advantage of the benefits of cooperatively operating.

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

**1. TERM**

The Agreement shall be effective upon the Effective Date herein. The Agreement shall remain in effect until such time as it is terminated by the City or District giving the other party not less than thirty days written notice of termination.

**2. SCOPE**

Cooperative action between the Parties has been proposed whereby various services would be exchanged or shared, as needed. Services would include but not be limited to: utility relocations, sharing of inventory, procurement services, crew assistance, inspection services, engineering services, and other services as agreed upon by the Parties. Additional details of each cooperative action will be agreed upon and memorialized in a Task Authorization (hereinafter referred to as “Task Authorization”) from the lead Party Administrator sent to the Administrator for the other Party. Any such Task Authorizations shall be subject to the terms of this Agreement. Any Task Authorizations for engineering services shall be in accordance with RCW 39.34.030. The Parties’ authority to enter into Task Authorizations shall be subject to their respective Purchasing Policies, if any, except for actions or decisions that have been previously delegated to the Party Administrators by their respective Boards or Commission.

The Parties do not anticipate acquiring any jointly owned real or personal property through this Agreement. In the event any real or personal property is acquired through this Agreement, it shall be acquired by mutual agreement, held by the Lead Party, and disposed of in a manner mutually agreed upon and the proceeds therefrom shall be allocated on a pro-rata basis based on the Parties respective contribution to its acquisition cost.



### **3. ADMINISTRATORS**

For each type of cooperative action, each participating Party will be represented by the Administrators serving in the positions named below (or in the equivalent position titles as modified):

- i. District – Supervisor or Manager of Procurement & Contract Services (or his/her designee);
- ii. City – Director of Public Works
- iii. Other representatives may be named in Task Authorizations for specific cooperative actions.

### **4. ADMINISTRATIVE COSTS AND DETERMINATION OF LEAD PARTY**

For each cooperative action, the Parties shall discuss and agree on the lead party (“Lead Party”) with the intent to: (i) equitably contribute to the benefits of the actions, and (ii) equitably contribute the staff resources and expenses necessary to administer the action. The Lead Party shall bear the administrative costs (i.e. for a competitive procurement, the Lead Party shall incur the cost to advertise, etc.). Unless otherwise agreed to in a Task Authorization, the Lead Party will not invoice the other Party for the administrative costs associated with the cooperative action.

### **5. CONTRACTS AND PAYMENT**

Each Party shall enter into its own contract with a contractor providing services or materials, unless otherwise agreed upon.

The Party providing services or material shall invoice the receiving Party and the receiving Party shall make payment for correct and undisputed invoices within 30 days. Nothing herein shall preclude the participating Parties from making other invoicing arrangements or mutually beneficial exchanges in a Task Authorization.

### **6. RECORDS**

The Parties shall keep and maintain accurate and complete cost records pertaining to their respective portions of any cooperative action. Each Party shall have full access and the right to examine any such records during the term of this Agreement.

### **7. MUTUAL INDEMNITY**

The District shall indemnify, defend and hold harmless the City, 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 District, its officers, agents, employees, contractor, and subcontractors, in connection with any District Work described in a Task Authorization, or arising out of the District’s, its officer’s, agent’s, employee’s, contractor’s, and/or subcontractor’s non-observance or non-performance of any law, ordinance, or regulation applicable to the District.

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, contractor, and subcontractors in connection with any City Work described in a Task Authorization, or arising out of the City's, its officer's, agent's, employee's, contractor's and/or subcontractor's non-observance or non-performance of any law, ordinance, or regulation applicable to the City.

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. 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.

## **9. 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.

## **10. MUTUAL NEGOTIATION AND CONSTRUCTION**

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.

## **11. 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.

## **12. 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.

**13. RELATIONSHIP OF PARTIES**

The Parties intend that an independent contractor relationship will be created by this Agreement. The conduct and control of any project and safety measures required by project lie solely with the Lead Party. Neither Party, their officers, employees, agents, contractors or 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.

**14. TERMINATION FOR MATERIAL BREACH**

Except as otherwise provided for herein, if either Party fails to cure any material breaches of this Agreement which are described in a written Notice, pursuant to Section 15 below, from the other Party within thirty (30) days, this Agreement may be terminated immediately, in whole or in part, by Notice from the non-breaching Party.

**15. NOTICES**

Any notice or demand or other communication required or permitted to be given under this Agreement or applicable law shall be effective if and only if it is in writing, properly addressed, and either delivered in person, or by a recognized courier service, or deposited with the United States Postal Service as first class certified mail, postage prepaid, certified mail, return receipt requested, via facsimile or by electronic mail, to the parties at the addresses and fax number, and email addresses provided below the signatures to this Agreement.

Notices shall be effective upon receipt or four (4) business days after mailing, whichever is earlier. The Notice address as provided herein may be changed by Notice given as provided above.

Notice Address:

Public Utility District No. 1 of Chelan County		City of Wenatchee	
Name:	<u>Court Hill</u>	Name:	<u>Ryan Harmon</u>
Email:	<u>courtney.hill@chelanpud.org</u>	Email:	<u>RHarmon@wenatcheewa.gov</u>

**16. AMENDMENTS**

The terms of this Agreement shall not be changed except in writing. Any such writing shall be agreed to and properly executed by both parties prior to the change being effective.

**17. ELECTRONIC SIGNATURE**

The Parties acknowledge and agree that this document may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include those signed via electronic medium or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.




IN WITNESS WHEREOF, the Parties have executed this Agreement on 3/1/2024  
(Effective Date).

PUBLIC UTILITY DISTRICT NO. 1 OF  
CHELAN COUNTY

CITY OF WENATCHEE

By: Kirk Hudson

By: 

Name: Kirk Hudson

Name: Laura Gloria

Title: General Manager

Title: City Administrator



**EXHIBIT A – TASK AUTHORIZATION TEMPLATE**

**TASK AUTHORIZATION NO. [NUMBER]  
[TITLE]**

**CONTRACT [NUMBER]**

**1. MASTER INTERLOCAL AGREEMENT:**

The Parties entered in a Master Interlocal Agreement dated [date] hereinafter (“Agreement”). All cooperative services under this Task Authorization are subject to the terms and conditions of that Agreement and shall apply in full force and effect.

**2. LEAD AGENCY**

Pursuant to the Agreement, the Lead Party for this cooperative action shall be:

- Public Utility District No. 1 of Chelan County
- City of Wenatchee

**3. ADMINISTRATORS**

Pursuant to the Agreement, the following person are hereby appointed as representatives for each Party for this Task Authorization:

	Public Utility District No. 1 of Chelan County		City of Wenatchee
Name:	<u>[name]</u>	Name:	<u>[name]</u>
Email:	<u>[email]</u>	Email:	<u>[email]</u>

**4. SCOPE**

Insert scope of cooperative action.

**5. DISTRICT OBLIGATIONS**

- 5.1. Insert District Obligations
- 5.2. Insert District Obligations

**6. CITY OBLIGATIONS**

- 6.1. Insert City Obligations
- 6.2. Insert City Obligations

**7. COST**

Pursuant to the District and City Obligations herein, the following payments shall be made from [party] to [party]

:  
[Insert pay schedule. Schedule should indicate payment dates, unit rates, etc.]



**8. SIGNATURE**

The Parties acknowledge and agree that this document may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include those signed via electronic medium or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.

APPROVED FOR:

APPROVED FOR:

PUBLIC UTILITY DISTRICT NO. 1 OF  
CHELAN COUNTY

[LINKED COUNTERPARTY NAME1]

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

