

INTERLOCAL AGREEMENT REGARDING OWNERSHIP OF THE RA LONG PARK LIGHTS

This Interlocal Agreement (the Agreement) is entered into between the **Public Utility District No. 1 of Cowlitz County, Washington**, a Washington municipal corporation ("PUD") and the **City of Longview**, a Washington municipal corporation ("Longview") pursuant to *The Interlocal Cooperation Act* of the Revised Code of Washington Chapter 39.34 for the purpose of the transfer of the RA Long Park lighting system to Longview.

SECTION 1. RECITALS

- 1.1 Longview owns the RA Long Park property and is financially responsible for the electricity used and for facility charges in operation of the lights located within and adjacent to the park as provided within PUD street light tariff, Rate Schedule 40.
- 1.2 The PUD owns the lighting system including the poles, circuits and lights located within and adjacent to the RA Long Park property.
- 1.3 The PUD recently replaced the underground circuitry associated with the lights and installed four new meter pedestals to the standards prescribed by Longview in anticipation of eventual light facilities ownership transfer to Longview.
- 1.4 The PUD and Longview are authorized by Chapter 39.34 RCW, the Interlocal Cooperation Act, to enter into cooperative agreements.
- 1.5 It is beneficial to both parties to transfer ownership of the lighting system. Benefits include, but not limited to, the PUD will no longer need to warehouse specific light standards material required in the RA Long Park and will no longer flat rate/estimate energy used by the City; and the City will now operate and maintain system at will in lieu of a receiving monthly Rate Schedule 40 facility charge billing in perpetuity from the District. As result, Longview may then upgrade, expand, modernize and make better the lighting system which illuminates RA Long Park.

Now therefore, in consideration of the terms and conditions contained herein, the parties now agree as follows:

SECTION 2. AGREEMENT OF THE PARTIES

- 2.1 Upon execution of this Agreement by all both Parties, the ownership of fifty-three (53) lights and associated electrical facilities located within and adjacent to the RA Long Park property to Longview, as more fully described in Attachment A hereto., shall transfer to Longview. Upon transfer of ownership, Longview shall become responsible at its sole expense for any and all repair, maintenance, upgrade, and any other work of any kind associated with the transfer of this property.
- 2.2 Longview shall pay PUD the amount of \$23,852.62 (includes sales tax) to take ownership of the fifty-three (53) lights and associated electrical facilities within 10 business days of the execution of this Agreement by both Parties. This amount shall be paid over a period of ten

(10) years in monthly payments of \$198.77 as invoiced as a separate line item by the PUD along with the monthly electric consumption charge.

- 2.3 PUD shall continue to provide electric service for the lights described herein and will invoice Longview for the monthly metered consumption of electricity. Longview will pay for such electric service.

SECTION 3. GENERAL PROVISIONS

- 3.1 Neither party shall, by virtue of this Agreement, acquire any proprietary or governmental interest in the infrastructure of the other party.
- 3.2 Longview shall hold harmless, indemnify, and defend the PUD, its officers, officials, employees and agents, solely for third party claims relating to bodily injury, sickness or death, or real or personal property damage or destruction and loss of use thereof, caused by or arising out of the Longview's negligence in the performance of its obligations under this Agreement. The PUD shall hold harmless, indemnify, and defend the Longview, its officers, officials, employees and agents, solely for third party claims relating to bodily injury, sickness or death, or real or personal property damage or destruction and loss of use thereof, caused by or arising out of the PUD's negligence in the performance of its obligations under this Agreement. Longview's obligations hereunder shall not extend to bodily injury, sickness or death caused by or arising out of the sole negligence of the PUD, its officers, officials, employees or agents. The PUD's obligations hereunder shall not extend to bodily injury, sickness or death caused by or arising out of the sole negligence of Longview, its officers, officials, employees or agents. In the event of the concurrent negligence of the parties, each Party's obligations hereunder shall apply only to the percentage of fault attributable to that Party, its officers, officials, employees or agents. The provisions of this Section shall survive the expiration or termination of this Agreement and completion of the request for services.
- 3.3 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- 3.4 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and may be modified only by an agreement in writing signed by both parties.
- 3.5 This Agreement shall take effect upon approval by the City Council of Longview and the Commissioners of the PUD and execution by both Parties and shall remain in effect until terminated by a party as provided in paragraph 3.7 of this Agreement.
- 3.6 A copy of this Interlocal Agreement shall be filed with the Cowlitz County Auditor's Office or listed on each respective party's web site.
- 3.7 Termination. Any party to this Agreement may terminate its participation in the Agreement by giving the other parties to the Agreement 30 day's written notice of such intent to terminate. A refund of the monthly payments paid by Longview up to the date of

termination will not occur unless this Agreement is terminated by the PUD without cause. Any such refund is limited to the aggregate amount of payments made by Longview at the time termination becomes effective exclusively for lights and associated electrical facilities described in Section 2.1.

**PUBLIC UTILITY DISTRICT NO. 1
OF COWLITZ COUNTY, WASHINGTON**

THE CITY OF LONGVIEW

Steve Kern, General Manager

David Campbell, City Manager

Date: _____

Date: _____

Authorized by Resolution No.: _____

Authorized by Resolution No.: _____

Adopted on: _____

Adopted on: _____

Approval as to form:

Approval as to form:

Richard L Hughes, General Counsel

James McNamara, City Attorney







