



WHEN RECORDED RETURN TO:
City of Pasco, Washington
525 North 3rd
Pasco WA 99301

UNOFFICIAL COPY

INTERLOCAL AGREEMENT
Between

CITY OF PASCO and FRANKLIN COUNTY PUBLIC UTILITY DISTRICT

THIS AGREEMENT is made and entered into this 14 day of June, 2004, by and between the City of Pasco, Washington, a Municipal Corporation, hereinafter referred to as "City" and the Franklin County Public Utility District, hereinafter referred to as "PUD."

RECITALS

WHEREAS, RCW 39.34 et seq. authorizes the City and PUD to enter into Interlocal Agreements for the purpose of providing municipal services; and

WHEREAS, RCW 35.96.040 authorizes the City to contract with the PUD for the work necessary to convert overhead electrical facilities to underground electrical facilities; and

WHEREAS, City development standards for new development require that all electrical facilities be placed underground; and

WHEREAS, it is in the public interest that the City and PUDs cooperate to provide for the installation of undergrounding electrical utilities in the area of Burden Blvd. between Road 60 and Road 44.

NOW, THEREFORE, the Parties agree as follows:

1. Responsibilities of PUD

1.1 The PUD will relocate the existing overhead electrical facilities and will install underground electrical facilities along Burden Blvd. between approximately Road 60 and Road 44.

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Initials JS Date 12/27/17

Burden Blvd,
RECORDED 6/15/04,
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- 1.2 Where the *City* or the *PUD* has an existing right-of-way in which to relocate the existing overhead facilities into underground facilities, the *PUD* will locate said underground facilities in the existing right-of-way.
- 1.3 *PUD* will grant to the *City* the right to relocate Burden Blvd. over the top of the *PUD's* existing right-of-way or easement for the purpose of realigning Burden Blvd.
- 1.4 *PUD* shall be responsible for that portion of the undergrounding cost in an amount equal to the cost of reconductoring the existing overhead line; said cost is estimated at Ninety One Thousand Eight Hundred Seventy Seven Dollars and 83/100 (\$91,877.83).

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2. City's Responsibilities

- 2.1 *City* will pay to *PUD* the cost of undergrounding the existing electrical facilities in the area along Burden Blvd. between approximately Road 60 and Road 44, within the city limits of the *City*, less the cost of rebuilding the existing overhead electrical facilities; such rebuilding costs to be absorbed by the *PUD*. The *City's* costs are estimated at Two Hundred Thirty-Six Thousand One Hundred Nine Dollars and 31/100 (\$236,109.31).
- 2.2 The *City* will pay its share of costs within 60 days after receiving an invoice for work completed by the *PUD*.
- 2.3 In the event that electrical facilities along Burden Blvd. between approximately Road 60 and Road 44 are subject to future relocation due to the realignment of the roadway by the *City*, the *City* will pay the costs of any future relocation of said underground utilities.

3. Indemnification

Washington State law shall govern the respective liability between the Parties to this Agreement for any loss due to property damage or personal injury arising out of the activities conducted pursuant to this Contract.

4. Amendment

This Agreement may only be amended by mutual, written agreement of the signatories to this Agreement.

5. **Interlocal Cooperative Act Provision**

Each party shall be solely responsible for all costs, materials, supplies and services necessary for their performance under the terms of this Agreement. All property and materials secured by each party in the performance of this Agreement shall remain the sole property of that party. All funding incident to the fulfillment of this Interlocal Agreement, shall be borne by each party necessary for the fulfillment of their responsibilities under the terms of this Agreement. No special budgets or funds are anticipated, nor shall be created incident to this Interlocal Cooperation Agreement. It is not the intention that a separate legal entity be established to conduct the cooperative undertakings, nor is the acquisition, holding, or disposing of any real or personal property anticipated under the terms of this Agreement. The City Manager of the City of Pasco, Washington, shall be designated as the Administrator of this Interlocal Cooperative Agreement.

6. **Entire Agreement**

The Parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are hereby expressly excluded.

7. **Nonwaiver**

Waiver of any default or breach under this Agreement shall not be deemed to be a waiver of any other prior or subsequent default or breach and shall not be construed to be a modification of the terms of this Agreement unless stated to be such through written agreement of the Parties hereto.

8. **Invalid Provisions**

If any provision of this Agreement shall be held invalid, the remainder of this Agreement shall not be affected if such remainder would then continue to serve the purposes and objectives of the Parties.


9. **Applicable Law**

This Agreement is governed, construed and enforced in accordance with the laws of the State of Washington. Should any dispute arise concerning the enforcement, breach, or interpretation of this Agreement, the venue shall be placed in Franklin County, Washington. The prevailing party shall be entitled to recover reasonable attorney fees in such proceedings, or any appeal thereof, to be set by the Court, in addition to costs and disbursements allowed by law.

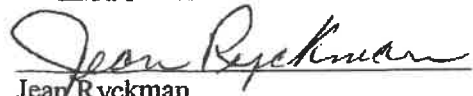
IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized officers and/or agents on the day and year first written above.

CITY OF PASCO, WASHINGTON

FRANKLIN COUNTY PUBLIC UTILITY DISTRICT



Michael L. Garrison
Mayor

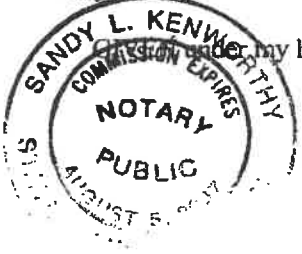


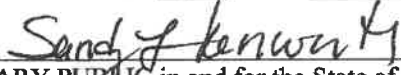
Jean Ryckman
Manager

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STATE OF WASHINGTON)
: ss.
County of Franklin)

On this day personally appeared before me MICHAEL L. GARRISON, Mayor of the City of Pasco, Washington, to be known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

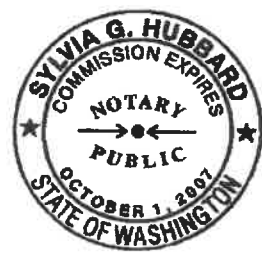


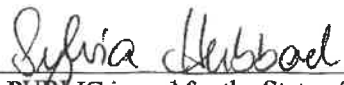
GIVEN under my hand and official seal this 7 day of June, 2004.


NOTARY PUBLIC in and for the State of Washington
Residing at: Pasco
My Commission Expires: 8/5/07

STATE OF WASHINGTON)
: ss.
County of Franklin)

On this day personally appeared before me JEAN RYCKMAN, Manager of the Franklin County Public Utility District, to be known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.



GIVEN under my hand and official seal this 9 day of JUNE, 2004.


NOTARY PUBLIC in and for the State of Washington
Residing at: Kennelike
My Commission Expires: 10/1/07

VICINTY MAP BURY OVERHEAD UTILITIES

ROAD 60

ROAD 44

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PASCO CITY OF AGREE 23/00 Franklin Co, WA

BURDEN BOULEVARD

FIRST
CHURCH
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