

RESOLUTION 2009-26

ORIGINAL

**A RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF SUNNYSIDE, WASHINGTON, APPROVING  
MEMORANDUM OF UNDERSTANDING BY AND  
BETWEEN CITY OF SUNNYSIDE AND PORT OF  
SUNNYSIDE FOR PROJECT LIGHTING AGREEMENT  
(Pacific Power & Light)**

**WHEREAS**, the City of Sunnyside and Port of Sunnyside have cooperated with regard to development of a project undertaken by the Port of Sunnyside, as described in the attached documentation; and

**WHEREAS**, pursuant to franchise agreements with Pacific Power & Light, the City of Sunnyside is authorized to approve installation of lighting fixtures for the benefit of such project and the public safety and convenience; and

**WHEREAS**, the City of Sunnyside and Port of Sunnyside have negotiated a Memorandum of Understanding whereby the City of Sunnyside will order installation of such lighting, and the Port of Sunnyside will reimburse the City of Sunnyside for the costs of such installation; and

**WHEREAS**, state law authorizes interlocal cooperative agreements between municipal corporations to further and promote efficient governmental functions of each entity; and

**WHEREAS**, the City Council of the City of Sunnyside finds and determines that approval of such Memorandum of Understanding is in the best interests of residents of the City and will promote the general health, safety and welfare.

**NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF SUNNYSIDE, WASHINGTON**, as follows:

**SECTION 1.** That the Memorandum of Understanding, a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference, is hereby approved; and the City Manager is hereby authorized to execute and administer such Memorandum for and on behalf of the City of Sunnyside.

**SECTION 2.** This Resolution shall be effective upon passage, approval and signatures hereon in accordance with law.

PASSED this 23<sup>rd</sup> day of March, 2009.

  
\_\_\_\_\_  
PABLO GARCIA, MAYOR

ATTEST:

  
\_\_\_\_\_  
DEBORAH A. ESTRADA, CITY CLERK

APPROVED AS TO FORM:

  
\_\_\_\_\_  
MARK A. KUNKLER, CITY ATTORNEY

**MEMORANDUM OF UNDERSTANDING  
By and Between  
CITY OF SUNNYSIDE  
And  
PORT OF SUNNYSIDE**

**(Pacific Power & Light – Street Lighting Agreement)**

THIS MEMORANDUM OF UNDERSTANDING is executed by and between the CITY OF SUNNYSIDE, a municipal corporation, and PORT OF SUNNYSIDE, for the uses and purposes stated below.

**I. Recitals**

A. CITY OF SUNNYSIDE, hereafter called "City," is a municipal corporation of the State of Washington, with City Hall located at 818 East Edison Avenue, Sunnyside, Washington 98944.

B. PORT OF SUNNYSIDE, hereafter called "Port," is a special purpose Port (port district) duly formed and existing under the laws of the State of Washington, with administrative offices at 520 South 7<sup>th</sup> Street, Sunnyside, Washington 98944.

C. City and Port desire to enter into a Memorandum of Understanding regarding disposition of costs associated with a Street Lighting Agreement with Pacific Power & Light regarding street lighting for a Port Project described below.

**II. Agreement**

WHEREFORE, in consideration of the mutual understanding of the terms of the parties, the parties agree as follows:

1. Street Lighting Project. The City is duly authorized to enter into a Street Lighting Agreement with Pacific Power & Light, which Agreement is set forth in Exhibit "A" attached hereto and incorporated herein by this reference, which agreement is for street lighting for a Port project, all as described in the Street Lighting Agreement.

2. Payment of Agreement Costs. Port agrees to assume and pay all installation costs for such street lighting as set forth in such Street Lighting Agreement by remitting and paying such amounts (\$35,712.00) to the City to enable City to make timely payment to Pacific Power & Light in accordance with the terms of such Street Lighting Agreement. Following installation, the City shall be solely responsible for all maintenance and operation costs as set forth in such Street Lighting Agreement.

EXHIBIT "A"

3. Intention and Duty to Make Whole. It is the intention of each party to enter into this Memorandum of Understanding in order to ensure that the City is fully reimbursed for all costs of construction arising out of the Street Lighting Project as set forth in the Street Lighting Agreement. This intention and responsibility includes the duty of Port to defend, indemnify and make whole the City, its elected officials, officers, employees and insurers from any damages, claims, liabilities, loss and/or injury arising out of such construction of such Street Lighting Agreement insofar as City is held liable and responsible to Pacific Power & Light, its successors and assigns and any third party claiming through Pacific Power & Light.

4. Term of Agreement. The term of agreement for this Memorandum of Understanding shall correspond to any term of agreement, and any obligation surviving termination of agreement, by and between the City and Pacific Power & Light, or their respective successors and assigns.

5. Jurisdiction. In the event of any dispute between the parties hereto, jurisdiction shall lie in Yakima County, State of Washington, except insofar as jurisdiction is superseded by the Street Lighting Agreement.


6. Entire Agreement. This Memorandum of Understanding is the entire agreement of the parties, and shall not be amended or modified except in writing signed by both parties.

WHEREFORE this Memorandum is executed and effective this \_\_\_\_ day of \_\_\_\_\_, 2009, being the date signed by the last party to sign.

**CITY OF SUNNYSIDE**

\_\_\_\_\_  
Eric C. Swansen, City Manager

**PORT OF SUNNYSIDE**

  
\_\_\_\_\_  
Amber Hansen, Executive Director

ATTEST:

\_\_\_\_\_  
Deborah A. Estrada, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Mark A. Kunkler, City Attorney



EXHIBIT "A"  
EXHIBIT "A"

## Street Light Contract

Location	Pole #	Lumens	Type of Pole
1. Barnard Blvd. - 200' North of Edison	306502	27500	30' Aluminum
2. Edison Rd. - NE Corner of Barnard & Edison	306501	27500	30' Aluminum
3. Edison Rd. - 300' East of Barnard	306500	27500	30' Aluminum
4. Edison Rd. - 450' East of Barnard	307502	27500	30' Aluminum
5. Edison Rd. - 600' East of Barnard	307501	27500	30' Aluminum
6. Edison Rd. - 750' East of Barnard	307500	27500	30' Aluminum
7. Edison Rd. - 300' West of Van Nutley	308508	27500	30' Aluminum
8. Edison Rd. - 170' West of Van Nutley	308507	27500	30' Aluminum
9. Edison Rd. - NW Cnr of Edison & Van Nutley	308506	27500	30' Aluminum
10. Edison Rd. - 150' East of Van Nutley	309502	27500	30' Aluminum
11. Edison Rd. - 300' East of Van Nutley	309503	27500	30' Aluminum
12. Edison Rd. - 450' East of Van Nutley	309504	27500	30' Aluminum
13. Edison Rd. - 600' East of Van Nutley	290501	27500	30' Aluminum
14. Van Nutley Rd. - NE Cnr of Edison & Van Nutley	308503	27500	30' Aluminum
15. Van Nutley Rd. - 200' North of Edison	308502	27500	30' Aluminum
16. Van Nutley Rd. - SE Cnr of Reith & Van Nutley	308501	27500	30' Aluminum
17. Reith Way - 300' East of Van Nutley	309501	27500	30' Aluminum
18. Reith Way - 100' East of Van Nutley	308500	27500	30' Aluminum
19. Reith Way - 150' West of Van Nutley	308504	27500	30' Aluminum
20. Reith Way - 300' West of Van Nutley	308505	27500	30' Aluminum
21. Reith Way - 450' West of Van Nutley	307503	27500	30' Aluminum
22. Reith Way - 600' West of Van Nutley	307504	27500	30' Aluminum
23. Reith Way - 450' East of Barnard	307505	27500	30' Aluminum
24. Reith Way. - 300' East of Barnard	306503	27500	30' Aluminum
25. Reith Way. - 150' East of Barnard	306504	27500	30' Aluminum
26. Reith Way - NE Corner Reith & Barnard	306505	27500	30' Aluminum
27.			
28.			
29.			
30.			