

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (Agreement) is made and entered into pursuant to Chapter 39.34 of the Revised Code of Washington, by and between the Port of Longview, Washington, a municipal corporation organized under the laws of the State of Washington (the Port) and Public Utility District No. 1 of Cowlitz County, Washington, a municipal corporation of the State of Washington, acting by and through authority granted by its Board of Commissioners (PUD), together (the Parties) on the date shown below.

RECITALS

1. The Port is making improvements referred to as Panel Way, Yard Lighting, and Berth 5 Yard Office, collectively (the Project).
2. PUD owns, maintains, and provides electrical equipment and services within Cowlitz County.
3. As part of the Project, the Port desires to utilize certain electrical equipment and services from PUD, and the Port and PUD desire to enter into this Agreement to set forth the terms related to PUD's provision of electrical equipment and services to the Port.

AGREEMENT

For and in consideration of the mutual covenants contained in this Agreement, the Parties agree as follows:

1. Effective Date. This Agreement will be effective upon execution by both Parties
2. Purpose. The purpose of this Agreement is to set forth the terms and conditions under which PUD will provide the following electric facilities and infrastructure installation:

Panel Way (See Exhibit A-1)

- a. Seven new electrical poles, five of which will replace aged existing poles and two to support new primary metering locations.
- b. Relocate one primary metering location.

Yard Lighting (See Exhibit A-2)

- a. Provide and install 3PH primary line extension for electric service to industrial lighting.

Berth 5 Yard Office (See Exhibit A-3)

- a. Provide and install 1PH primary line extension for electric service to commercial building.

The above facilities are more particularly described in the scope of work attached in **Exhibit A-1 through A-3(Work)**.

3. **Planning Design/Implementation**. PUD will prepare the design drawings and specifications for the Work.
4. **Construction**. PUD will be responsible for coordinating and completing the construction of the Work and for obtaining all required permits and approvals for the Work. The Port will provide at no charge any easements to PUD necessary for included facilities.
5. **Payment**. PUD will submit invoices to the Port for all work, supplies, and materials under this Agreement, and the Port will pay all sums on or before 30 days after the Port's receipt of an invoice from PUD.
6. **Budget**. The PUD has estimated the Work will cost \$275,000 as set forth in **Exhibit A**. Irrespective of the estimated cost, the Port will be responsible for payment of the actual cost of the Project.
7. **Administrators**. It is not the intention that a separate legal entity be established to conduct this cooperative undertaking. Pursuant to RCW 39.34.030(4)(a), the administrators for administering this Agreement are:

Port of Longview
Kara Metzger
Contracts and Grants Administrator
10 International Way
Longview, WA 98632
360.425.3305 x 254
kmetzger@portoflongview.com

Public Utility District No. 1 of Cowlitz County
Stacie Pederson
Risk Compliance Manager
961 12th Ave, PO Box 3007
Longview, WA 98632
360.501.9554
spederson@cowlitzpud.org

8. **Real and Personal Property**. Ownership of all Port property which is included in this Agreement including, lines, poles, and equipment illustrated or described in **Exhibit A-1**, and the conduit, conductors, pedestals, and transformers for the primary electrical line in **Exhibit A-2**, and **A-3**, will be transferred to the PUD upon completion of the Project described herein, provided the PUD is satisfied, in its sole discretion, that the property is compliant with PUD building and safety standards, and meets all applicable legal standards.

9. Duration and Termination. The term of this Agreement will expire once the Work is completed and accepted, and all amounts due under this Agreement are paid. The Work is estimated to be completed no later than December 31, 2026.

10. Indemnification. It is understood and agreed that each party will be responsible for its own negligence and will, to the extent of its negligence, indemnify and hold harmless the other party from any and all claims, losses, or causes of action, suits and actions in equity of any kind. Section 10 of this Agreement will survive the termination of this Agreement.

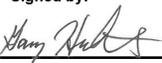
11. Dispute Resolution. The Parties agree in the event of a dispute they will meet and confer in good faith within 10 days of the date of the dispute to reach a reasonable resolution. If a resolution is not reached, the Parties agree to refer their dispute to non-binding mediation, which shall be a pre-requisite to any litigation. If terms with respect to a mediation cannot be agreed upon within 30 days after a party demands mediation, the Parties agree to submit the mediation to the American Arbitration Association Mediation Service in Seattle, under terms recommended by AAA, including type of mediation and selection of mediator. The Parties will share equally AAA mediation fees.

12. Duty to Submit Agreement to Jurisdictional State Officer or Agency. The requirements of RCW 39.34.050 do not apply to this Agreement as no state officer or agency has control over the subject matter of this Agreement.

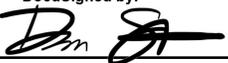
13. Publication. Prior to its entry into force and pursuant to RCW 39.34.040, this Agreement will be published on the respective agencies' websites.

PUBLIC UTILITY DISTRICT NO. 1 OF
COWLITZ COUNTY, WASHINGTON

PORT OF LONGVIEW, WASHINGTON

Signed by:


878A0142EE21468
Gary Huhta, General Manager

DocuSigned by:


C0ACE79AA1564DZ C
Dan Starn, Chief Executive Officer

Date: 10/16/2025

Date: 10/16/2025

Exhibit A-1
Work



PUBLIC UTILITY DISTRICT NO. 1 of Cowlitz County, Washington

April 3, 2025

Karl Enyeart
Project Engineer
Port of Longview
10 International Way
Longview, WA 97103

RE: Preliminary Rough Estimate for the Port of Longview's Panel Way Project

Dear Karl:

In response to your recent request, this letter serves as a preliminary, rough estimate for the Port of Longview's Panel Way project (described below). A more refined estimate will come via a Request for Payment (RFP) once the Port of Longview approves the project, completes a *Commercial Electrical Service Application* and its design is completed, which will be approximately three months after approval is given. Thereafter when payment for the RFP is received from the Port of Longview, Cowlitz PUD will order any needed equipment, schedule construction and perform the work. This phase of the project is estimated to take approximately four months but could be protracted by equipment lead times and weather.

Once the project is complete, a true-up to actual costs will be performed. If the amount paid for the estimate is higher than the actual costs, Cowlitz PUD will refund the difference to the Port of Longview. However, if the actual costs exceed the estimated costs, the Port of Longview is responsible for paying Cowlitz PUD the difference.

The job is estimated to require setting seven new poles—five to replace aged existing poles and two to support new primary metering locations. One primary metering location will move down stream from its current position and a new primary metering position will be added (shown by red dots in graphic below). The additional primary metering will require a new Port of Longview account.

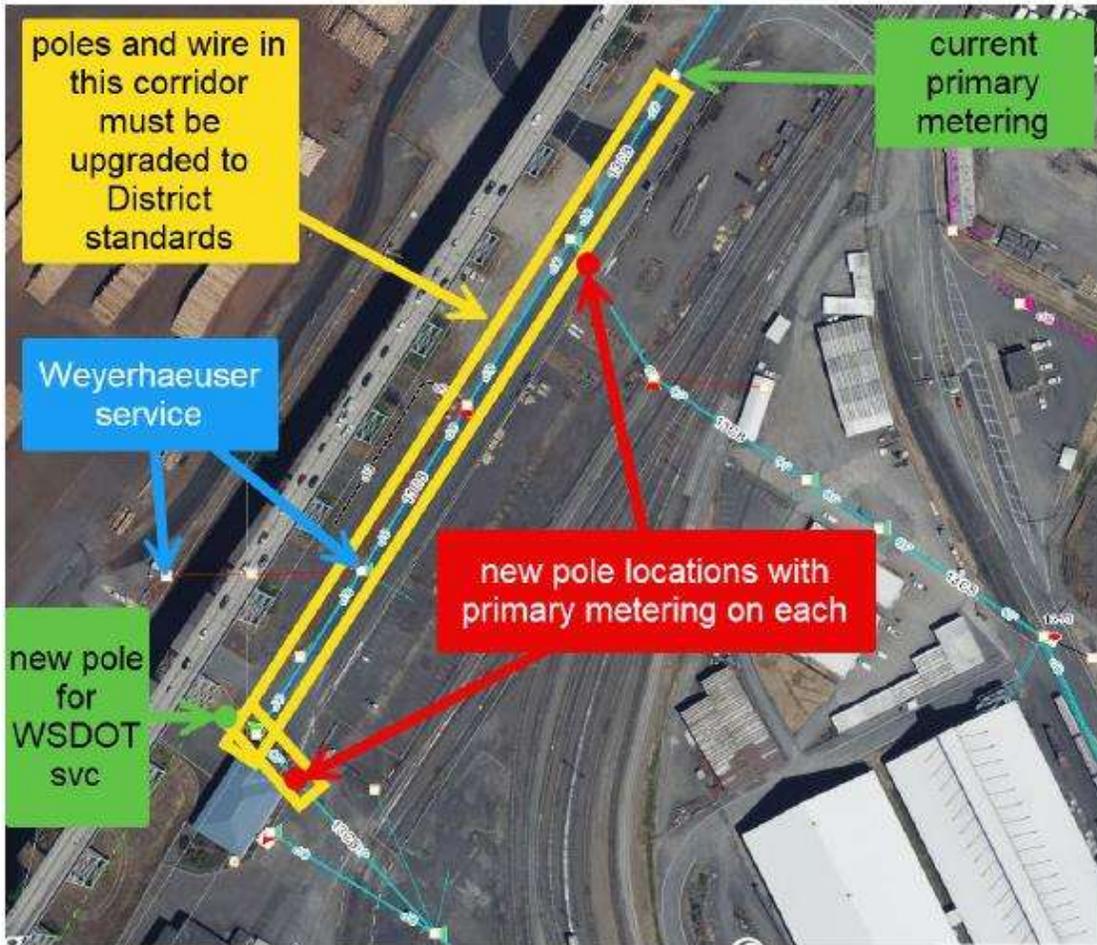
A rough estimate of the cost for the Panel Way project is approximately \$168K plus any applicable sales tax. New poles (8) total approximately \$96K (~12K each) overhead cable is expected to total approximately \$32K and the two primary metering positions total approximately \$40K (~\$20K each).

Following is a diagram to show the location and general description of the work:

PO Box 3007 . 961 12th Avenue . Longview, Washington . 98632 . 360.423.2210 . www.cowlitzpud.org



PUBLIC UTILITY DISTRICT NO. 1 of Cowlitz County, Washington



If you have any questions or need more information, please call Brent Arnold at (360) 501-9502.

Regards,

A handwritten signature in black ink, appearing to read "Brent Arnold".

Brent Arnold
Customer Support Manager

PO Box 3007 . 961 12th Avenue . Longview, Washington . 98632 . 360.423.2210 . www.cowlitzpud.org

**Exhibit A-2
Work**



**PUBLIC UTILITY DISTRICT NO 1
COWLITZ COUNTY, WASH.**

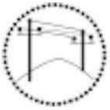
INVOICE: 5898

Invoice Date: 07/31/2025
 Terms: VALID FOR 6 MONTHS
 Due Date: 01/27/2026
 Amount Due: \$ 62,437.00

PORT OF LONGVIEW
 10 INTERNATIONAL WAY
 LONGVIEW WA 98632-1020

Account: 9901678		Page 1 of 1			
Description: WO# 910146 BERTH 5 - YARD LIGHTING 2 INTERNATIONAL WAY LONGVIEW WA 98632					
DESCRIPTION	QUANTITY	UOM	UNIT PRICE	AMOUNT	TAX
CONSTRUCTION COSTS	1.000	EA	62,637.0000	62,637.00	
CONSTRUCTION APPLICATION FEE	-1.000	EA	200.0000	-200.00	
Provide and install 3PH primary line extension for electric service to industrial lighting, per Engineering Policy. Prepare any necessary easements.					
MESSAGES		Subtotal:		\$ 62,437.00	
Pay online at www.cowlitzpud.org using "Make a One Time Payment" or in person. Payment & signed easements required prior to install. Estimate valid for 6 months from date above. Jobs paid but not complete in 6 mo. are subject to recalculation of costs. Subject to cancellation after 12 months.		Tax:		\$ 0.00	
		Total:		\$ 62,437.00	
		Amount Paid:		\$ 0.00	
		Amount Due:		\$ 62,437.00	

RETURN BOTTOM PORTION WITH PAYMENT



**PUBLIC UTILITY DISTRICT NO 1
COWLITZ COUNTY, WASH.**

Account:	9901678
Invoice:	5898
Due Date:	01/27/2026
Amount Due:	\$ 62,437.00
Amount Of Payment:	_____

Remit To:

PORT OF LONGVIEW
 10 INTERNATIONAL WAY
 LONGVIEW WA 98632-1020

COWLITZ PUD
 PO BOX 3007
 LONGVIEW WA 98632

5120800000990167800000058980062437008

**Exhibit A-3
Work**



**PUBLIC UTILITY DISTRICT NO 1
COWLITZ COUNTY, WASH.**

INVOICE: 5901

Invoice Date: 07/31/2025
 Terms: VALID FOR 6 MONTHS
 Due Date: 01/27/2026
 Amount Due: \$ 4,790.00

PORT OF LONGVIEW
 10 INTERNATIONAL WAY
 LONGVIEW WA 98632-1020

Account: 9901677		Page 1 of 1			
Description: WO# 910144 2 INTERNATIONAL WAY BERTH 5 - YARD OFFICE LONGVIEW WA 98632					
DESCRIPTION	QUANTITY	UOM	UNIT PRICE	AMOUNT	TAX
CONSTRUCTION COSTS	1.000	EA	4,990.0000	4,990.00	
CONSTRUCTION APPLICATION FEE	-1.000	EA	200.0000	-200.00	
Provide and install 1PH primary line extension for electric service to commercial building, per Engineering Policy. Prepare any necessary easements.					
MESSAGES	Subtotal:		\$ 4,790.00		
Pay online at www.cowlitzpud.org using "Make a One Time Payment" or in person.		Tax:		\$ 0.00	
Payment & signed easements required prior to install. Estimate valid for 6 months from date above. Jobs paid but not complete in 6 mo. are subject to recalculation of costs. Subject to cancellation after 12 months.		Total:		\$ 4,790.00	
		Amount Paid:		\$ 0.00	
		Amount Due:		\$ 4,790.00	

RETURN BOTTOM PORTION WITH PAYMENT



**PUBLIC UTILITY DISTRICT NO 1
COWLITZ COUNTY, WASH.**

Account:	9901677
Invoice:	5901
Due Date:	01/27/2026
Amount Due:	\$ 4,790.00
Amount Of Payment:	_____

Remit To:

PORT OF LONGVIEW
 10 INTERNATIONAL WAY
 LONGVIEW WA 98632-1020

COWLITZ PUD
 PO BOX 3007
 LONGVIEW WA 98632

5120800000990167700000059010004790004



REQUEST FOR DOCUMENT EXECUTION BY THE CHIEF EXECUTIVE OFFICER

SECTION 1: Purchasing Contracts

Contract Type: _____
 Sponsor or Responsible Party: _____
 Contractor/Consultant/Supplier: _____
 Project Name: _____
 Scope: _____
 Solicitation/Selection Process: _____

Approved Budget Item? (Y/N): _____ Budget Year(s): _____
 Operating or Capital Budget & Budget? _____ Budget Ref.#(s): _____
 Project ID or OP GL & Current Budget Amount: _____

Original Authorization	Revised Authorization (for changes captured on reverse)
Delegation of Authority: _____	Number of Changes: _____
Authorization and Date: _____	Total Changes (\$): _____
Total Authorized Amount (\$): _____	Contract (\$): _____
Contract Amount (\$): _____	Total Authorized Amount (\$): _____
Contract Date: _____	_____
Commencement or NTP Date: _____	Additional Days: _____
Contract Days: _____	Contract Days: _____
Completion Date: _____	Completion Date: _____

*By signing below, the Sponsor or Responsible Party affirms this commitment is being made in accordance with the delegated powers and duties of the Port's Chief Executive Officer as adopted by Commission.

SPONSOR or RESPONSIBLE PARTY SIGNATURE*

DATE

SECTION 2: Real Property Documents

APPROVALS

Delegation Authority Section: *click & select >* OR Commission Action Date: N/A
 Approved By Counsel (Y/N): *click & select >*

SELECT ACTION

<input type="checkbox"/> New Lease	<input type="checkbox"/> Renewal	<input type="checkbox"/> Renewal & Modification	<input type="checkbox"/> Sublease
<input type="checkbox"/> Assignment	<input type="checkbox"/> Name Change	<input type="checkbox"/> Default	<input type="checkbox"/> Termination
<input type="checkbox"/> Binding Site Plan/Short Plat	<input type="checkbox"/> Utility Easement	<input type="checkbox"/> Non-Disclosure Agreements	
<input type="checkbox"/> Other	<input type="checkbox"/> Exclusivity Agreements	<input type="checkbox"/> Non Binding Term Sheet (NBTS)	

Lessee/Licenser/User: _____
 Location: _____ Area Size: _____
 Terms: _____ Renewal Terms: _____
 Type of Activity: _____
 Special Provisions: _____

*By signing below, the Sponsor or Responsible Party affirms this commitment is being made in accordance with the delegated powers and duties of the Port's Chief Executive Officer as adopted by Commission.

SPONSOR or RESPONSIBLE PARTY SIGNATURE*

DATE

SECTION 3: Other Action Items

APPROVALS

Delegation of Authority Section: XXI. Interlocal & Other Agreements OR Commission Action Date: N/A
 Approved By Counsel (Y/N): Yes

Interlocal Gov Agency Agreement: Cowlitz PUD Improvements - Yard Lighting at Berth 5 and 6, Improvements Panel Way
 Event & Site Use Agreement: _____
 Claim Settlement: _____
 Sale of Personal Property: _____
 Accounts Receivable Write-Off: _____
 Other: _____

*By signing below, the Sponsor or Responsible Party affirms this commitment is being made in accordance with the delegated powers and duties of the Port's Chief Executive Officer as adopted by Commission.

SPONSOR or RESPONSIBLE PARTY SIGNATURE*

10/15/2025
DATE

