INTERLOCAL AGREEMENT FOR
LED STREET AND PEDESTRIAN LIGHTING
CITY OF SHELTON AND PUD 3

This is an Interlocal Agreement (Agreement), dated this 24th day of MARCH 2018, by and between the City of Shelton, a Washington municipal corporation (City) and Public Utility District No. 3 of Mason County, a Washington municipal corporation, (PUD 3) and collectively referred to as the “Parties”. In consideration of the mutual covenants and conditions hereinafter provided, pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW, it is agreed as follows:

RECITALS

WHEREAS: The City has a need to install 33 new light poles, including LED street and pedestrian lighting, for the benefit of the public and in the interest of public safety;

WHEREAS: PUD 3 has a strong interest and history in implementing conservation and energy efficiency measures to reduce the need to acquire new resources to service electrical demands;

WHEREAS: There are significant benefits for the City and members of the public provided by using newer technology utilizing LED street lights which include: Improved night visibility due to higher color rendering, higher color temperature and increased illuminance uniformity; Significantly longer lifespan; Lower energy consumption; Reduced maintenance costs; Instant-on with no run-up or re-strike delays; No mercury, lead or other known disposable hazards; Lower environmental footprint; An opportunity to implement programmable controls (e.g. bi-level lighting).

WHEREAS: The City and PUD 3 are interested in cooperating on the installation of LED street and pedestrian lighting as defined herein.
Now, therefore, in consideration of their mutual covenants, conditions and consideration, it is agreed between the City and PUD 3 as follows:

1. The City shall select and purchase the decorative poles necessary for use in the lighting project, and additional poles as may be required for future repairs and replacement suitable for a modern LED street lighting system at City’s sole and exclusive expense.

2. The City shall choose the locations of the decorative poles and provide the necessary conduit and junction boxes meeting PUD 3 standards. The City shall also provide the pole holes for the poles, trenching for installation of the power conduit and transformers and backfill for the same after pole, conduit, and transformer installation.

3. PUD 3 shall provide and install two used 15 kVA transformers at no costs to the City.

4. PUD 3 shall install electrical conductor (through the City provided conduit and junction boxes), light fixtures, mast arms (matching the decorative poles), and install the poles at the City’s selected locations. The PUD 3 shall purchase the electrical conductor, light fixtures, and mast arms. The PUD 3 will provide the City, upon request, the actual cost of labor and materials PUD 3 utilizes in this project. The City shall not be required to reimburse these costs and such costs will be recovered through PUD 3’s standard rates.

5. After the initial installation, PUD 3 will install any replacement poles upon request of the City and will bill the City for the work at PUD 3’s then existing labor and equipment rates.

6. Following installation, the City shall continue to own the poles. Poles owned by the City are not subject to PUD 3 charges or assessments, PROVIDED that the City will contract with the PUD 3 separately regarding pole maintenance requirements.

7. After installation, PUD 3 shall own and operate the LED street and pedestrian lighting systems.

8. Except for pole replacement, PUD 3 shall provide the electricity, maintenance and keep the lighting system in a good state of repair. PUD 3 shall charge the City at PUD 3’s Schedule 41 rate for outdoor lighting as now adopted or hereinafter amended. All PUD 3 electrical service rules shall apply to billings and payments.

9. PUD 3 shall provide one GFI outlet at each pole suitable for lighting Christmas decorations or other uses by City. The City shall notify PUD 3 of the dates of
installation and removal of the lighted Christmas or other decorations, along with actual wattage and count of each fixture. The unmetered electricity shall be billed to the City, or their designee, at PUD 3’s Schedule 20 (small commercial) rate.

10. There are no additional parties intended to be benefited under this agreement. There are no other agreements or representations, written or oral, concerning the subject matter of this agreement.

11. This Agreement shall be governed for all purposes by the law of the State of Washington. The venue for any action arising under this Agreement shall be in Mason County, Washington, unless otherwise mutually agreed in writing by the parties.

12. No amendments or variations of the terms and conditions of this Agreement shall be valid unless they are in writing and signed by all of the parties thereto.

13. The Parties agree to perform any further acts and to execute and deliver any further documents as may be reasonably necessary to fully effectuate the provisions of this Agreement.

14. None of the Parties shall be liable nor deemed to be in default for any delay or failure in performance under the Agreement or other interruption of service or employment resulting, directly or indirectly, from acts of God, civil or military authority, acts of the public enemy, terrorism, bomb threats, computer virus, epidemic, power outage, acts of war, accidents, fires, explosions, earthquakes, floods, failure of transportation, machinery, or supplies, vandalism, strikes or other work interruptions by the employees of any party, or any other cause beyond the reasonable control of the party affected thereby. However, each party shall utilize its best good faith efforts to perform under this Agreement in the event of any such occurrence or circumstance.

15. This Agreement will be enforced to the fullest extent permitted by applicable law. If any term or provision of this Agreement is held to be invalid, illegal, or unenforceable by a court or other governmental authority of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement, which shall remain in full force and affect.

16. **ADMINISTRATION OF AGREEMENT**: The City of Shelton Public Works Department will administer this Agreement for the City. The designated point of contact for the City is: Logan Brady, (360) 432-5120, logan.brady@sheltonwa.gov. The designated point of contact for the PUD is: Justin Holzgrove, (360) 432-5323, justinh@masonpud3.org.

5/9/2018
17. **NO LEGAL/ADMINISTRATIVE ENTITY CREATED:** No separate legal or administrative entity is created by or pursuant to this Agreement.

18. **NO ASSIGNMENT:** The Parties shall not assign this Agreement or any interest, obligation or duty herein without the express written consent of the other party.

19. **NOTICES:** All notices and payments hereunder shall be sent or delivered to the following respective addresses:

   City: 525 W. Cota St.  
   Shelton WA, 98584

   PUD: 2621 E. Johns Prairie Rd.  
   Shelton, WA 98584

or to such other respective addresses as either Party may hereafter designate in writing. All notices and payments mailed by regular post (including first class) shall be deemed to be given on the second business day following the date of mailing. Notices and payments sent by certified or registered mail shall be deemed to have been given on the day next following the date of mailing. For all types of mail, the postmark affixed by the United States Postal Service shall be conclusive evidence of the date of mailing.

20. **AUTHORITY:** Both Parties represent that by appropriate action by their respective governing bodies, they are authorized to enter into this Agreement and have finance approval for payments specified herein.

21. **NON-DISCRIMINATION POLICY:** The City and PUD shall not discriminate in the performance of this Agreement based on race, color, national origin, sex, sexual orientation, age, religion, creed, marital status, military or veteran status, the presence of any physical, mental or sensory disability, or any other status protected by law.

22. **FILING OR POSTING:** This document shall be filed pursuant to Chapter 39.34 RCW, or alternatively, listed by subject on either of the Party's websites.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement effective the date first above written;

City of Shelton: [Signature]

Mayor of the City of Shelton: [Signature]  
Date: 5/9/2018

5/29/2018
PUD No. 3:

Annette Creekpaum 5-29-2018

Annette Creekpaum, Manager Date

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