

AFTER RECORDING RETURN TO:

***INTERLOCAL AGREEMENT
FOR LED STREET LIGHTING***

This Interlocal Agreement (Agreement) is made and entered into this 19th day of May 2015, by and between Mason County, a Washington county (County) and Public Utility District No. 3 of Mason County, a municipal corporation in Mason County, Washington (PUD 3), and collectively referred to hereinafter as the "Parties."

RECITALS

WHEREAS: The County currently owns and operates solar powered street lights at various intersection locations in Mason County.

WHEREAS: PUD 3 is a provider of unmetered street lights in the City of Shelton and various other governmental and private consumers at locations in Mason County.

WHEREAS; The County desires to retrofit its street light poles which have solar street lights with PUD owned and operated unmetered LED street lights.

WHEREAS: The County and PUD 3 would like to set forth their agreement on the future ownership, retrofit, operation, maintenance and replacement of the County's existing street light poles.

NOW THEREFORE, in consideration of the mutual covenants hereinafter provided and pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW, the parties hereby recite, covenant, and agree as follows:

1. PUD 3 shall assist the County in removing the solar panels, battery boxes and related equipment from the County's existing aluminum poles and bill the County under PUD 3's current labor billing rates.
2. PUD 3 shall provide materials and labor to replace the solar lighting fixture with PUD 3's standard LED streetlight fixture utilizing the County's existing aluminum poles. PUD 3 shall bill the County for any additional expenses.

3. After installation, PUD 3 shall own, maintain, repair or replace the LED street lighting fixtures, (except for the aluminum pole), as set forth in PUD 3's rate schedule 41.
4. The County shall continue to own, maintain and be responsible for the aluminum street light poles.
5. PUD 3 shall bill the County for the unmetered lights under PUD 3 rate schedule 41. If a County owned pole is replaced in the future with a PUD 3 pole, the county shall thereafter pay the appropriate pole charges under schedule 41.
6. There are no third 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.
7. 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.
8. 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.
9. 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.
10. 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.
11. PUD 3 shall serve as the administrator of this agreement.
12. This agreement shall be effective immediately upon execution by the Parties, and shall continue in full force and effect on a month to month basis for ten (10) years from the date of execution unless sooner terminated, amended, or superseded by mutual written agreement of the parties.

13. Either Party may terminate this agreement upon 30 days written notice to the other Party. Upon termination, PUD 3 shall be allowed to remove any lighting fixtures from the County owned poles.
14. Each Party shall either file or post this agreement in compliance with RCW 39.34.040
15. The County agrees to protect, defend, indemnify and hold harmless PUD 3 for any and all activities by County employees, officers, elected officials, agents and volunteers, from any and all claims, demands, losses, liens, liabilities, penalties, fines, lawsuits, and other proceedings and all judgments, awards, costs and expenses (including attorneys' fees and disbursements) caused by or occurring by reason of the existence of the County owned poles or any violation of law or negligent act and/or omission of its elected officials, officers, agents, volunteers or employees, arising out of or in connection with the activities of the County under and pursuant to this Agreement, including but not limited to any personal injury, death, and/or property damage claim, demand, lawsuit or other proceeding, including industrial insurance claims and administrative enforcement actions, brought against PUD 3 or the County.
16. PUD 3 agrees to protect, defend, indemnify and hold harmless the County for any and all activities by PUD 3 employees, officers, elected officials, agents and volunteers, from any and all claims, demands, losses, liens, liabilities, penalties, fines, lawsuits, and other proceedings and all judgments, awards, costs and expenses (including attorneys' fees and disbursements) caused by or occurring by reason of any violation of law or negligent act and/or omission of its elected officials, officers, agents, volunteers or employees, arising out of or in connection with the activities of PUD 3 under and pursuant to this Agreement, including but not limited to any personal injury, death, and/or property damage claim, demand, lawsuit or other proceeding, including industrial insurance claims and administrative enforcement actions, brought against the County or PUD 3.
17. 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.

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

Mason County:

M. McFall 5.19.2015
by: Melissa McFadden, County Engineer Date

PUD No. 3:

Annette Creekpaum 4-15-15
Annette Creekpaum, Manager Date