

AFTER RECORDING RETURN TO:

***INTERLOCAL AGREEMENT
FOR HARSTINE ISLAND BRIDGE LIGHTING REFURBISH***

This Interlocal Agreement (Agreement) is made and entered into this 28 day of May 2019, by and between the Mason County, a municipal corporation in Mason County, Washington (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 constructs and maintains roadways and bridges for the benefit of the public and in the interest of public safety. This includes the Harstine Island Bridge, which has 11 overhead high-pressure sodium street lights installed that are not operational;

WHEREAS: PUD 3 operates an unmetered LED street and area lighting program for the benefit of the public and in the interest of public safety. These lights are requested by both public and private parties, and are paid for by the requestor;

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. The Harstine Island Bridge is a picturesque and highly visible structure that will demonstrate the many benefits of LED lighting;

WHEREAS: The benefits of using newer technology utilizing LED street and area lights includes the following: 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; highly directional fixtures, which direct the light output onto the roadway, where it is desired, which cuts down on light pollution; and an opportunity to implement programmable controls, e.g., bi-level lighting;

WHEREAS: The utilization of light emitting diode (LED) street and area lights provides significant benefits to the County and members of the public;

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 purchase all materials and perform all labor to refurbish the 11 street lights on Harstine Island Bridge with modern LED street lighting systems at PUD 3's sole and exclusive expense. This includes pulling new wire through existing raceway conduits, securing pull boxes from vandalism, replacing HPS luminaires with brand new LED luminaires, and installing bird spikes on the horizontal arms of the poles to reduce mess.
2. After installation, PUD 3 shall own, maintain, repair, and replace the LED street lighting systems during the term of this agreement at PUD 3's sole and exclusive expense. Mason County will continue to own and maintain the conduit raceways and luminaire support structures that are attached to the bridge.
3. The County agrees not to disconnect any of the Harstine Island Bridge lights and pay the rates established by PUD 3 in Schedule 41, Outdoor Lighting Rates, for such lights for a minimum period of ten years from the date of installation.
4. The County agrees to waive all applicable permit fees associated with this project.
5. 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.
6. 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.
7. 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.
8. 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.
9. 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.

10. PUD 3 shall serve as the administrator of this agreement.
11. This agreement shall be effective immediately upon execution by the Parties, and shall continue in full force and effect for ten (10) years from the date of execution unless sooner terminated, amended, or superseded by mutual written agreement of the parties.
12. After the initial ten (10) year term of this agreement, the agreement shall automatically renew on a year-to-year basis and may thereafter be terminated, with or without cause, upon not less than ninety (90) days written notice to the other party.
13. Each Party shall either file or post this agreement in compliance with RCW 39.34.040
14. 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 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.
15. 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.

16. 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:



Kevin Shutty, Chair Date

PUD No. 3:



Annette Creekpau, Manager Date

Approve as to Form:



Tim Whitehead, Ch. DPA- Mason County