

AFTER RECORDING RETURN TO:

INTERLOCAL AGREEMENT FOR LED READERBOARD SIGN PROJECT

This is an Interlocal Agreement (Agreement), dated this ____ day of _____ 2015, by and between the City of Shelton, a Washington City (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 and PUD 3 have cooperatively managed the placement of community banners above City streets to notify community members of events and activities occurring in the community in the past;

WHEREAS: PUD 3 and the City desire to replace the former banner hanging activities with energy efficient reader boards at jointly selected locations which will provide similar services to the community at a reduced cost;

Now, therefore it is agreed between the City and PUD 3 as follows:

1. PUD 3 shall purchase two LED reader board screens and build the physical structure to house the signs according to agreed upon design specifications for placement at locations selected by PUD 3 and the City, at PUD 3’s sole and exclusive expense.
2. PUD 3 shall provide electrical and fiber optic network connectivity to the signs at PUD 3’s sole and exclusive expense.
3. PUD 3 shall provide unmetered energy to the reader boards for the life of the project.
4. The branding on the physical signs shall include reference to the City of Shelton and PUD 3 and shall include the phrase “A PUBLIC POWER COMMUNITY.”

5. The City shall secure all required permits for installation, arrange for delivery and perform the physical installation for the reader boards. The work shall include trenching and conduit according to the City's and PUD 3 design specifications and final inspections and testing at the City's sole and exclusive expense.
6. After installation, the City shall provide internet service to the reader boards at the City's sole and exclusive cost. The City shall be sole owner of the reader boards and facilities and be responsible for the cost of maintaining the installations for the duration of the project.
7. The City shall develop policies, procedures, and manage the community reader boards and will provide at least five slides in rotation at any given time for PUD 3 use.
8. The term of this agreement shall be Ten (10) years.
9. 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.
10. 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.
11. 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.
12. 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.
13. 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.
14. 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

