

**AFTER RECORDING RETURN TO:**

Mason County PUD 3  
P.O. Box 21480  
Shelton, WA 98584

***INTERLOCAL AGREEMENT FOR  
NORTH MASON SCHOOL DISTRICT LED STREET AND AREA LIGHTING***

This Interlocal Agreement (Agreement) is made and entered into this 27<sup>th</sup> day of August 2014, by and between the North Mason School District, a municipal corporation in Mason County, Washington (NMSD) 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 North Mason School District operates street 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:** The utilization of light emitting diode (LED) street and area lights provides significant benefits to the North Mason School District and members of the public;

**WHEREAS:** The benefits of using newer technology utilizing LED street 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; and an opportunity to implement programmable controls, e.g., bi-level lighting;

**WHEREAS:** The North Mason School District has purchased and installed unmetered LED street and area lights throughout their campus on PUD 3 poles;

For and 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. NMSD has purchased the existing LED lights, and performed all labor to install new or replace existing mercury vapor and sodium halide lights with modern LED street and area lighting systems, at NMSD's sole and exclusive expense.
2. After installation, PUD 3 has taken ownership and responsibility of maintenance, repair and replacement of the LED street and area lighting systems during the term of this agreement at PUD 3's sole and exclusive expense.
3. The North Mason School District is performing a campus-wide redesign that will impact several of the existing locations of LED street and area lights. These will be removed and taken back into PUD 3 stock at the Belfair Warehouse. These lights will be reserved to replace potential light failures at the remaining LED street and area light locations around campus (e.g. the NMSD Bus Garage). This overstock equipment will be used first to address equipment failure before PUD 3 will purchase and install new LED street and area lights in existing locations.
4. The North Mason School District agrees not to disconnect the remaining LED street or area lights and pay the rates established and adjusted by PUD 3 from time to time for such lights for a minimum period of ten (10) years from the date of agreement.
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. The North Mason School District agrees to protect, defend, indemnify and hold harmless PUD 3 for any and all activities by North Mason School District 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 North Mason School District 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 North Mason School District.
14. PUD 3 agrees to protect, defend, indemnify and hold harmless the North Mason School District 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 North Mason School District or PUD 3.
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.

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

North Mason School District:

 8/26/14  
Dana Rosenbach, Superintendent Date

PUD No. 3:

 8/27/14  
Annette Creekpaum, Manager Date

