

AFTER RECORDING RETURN TO:

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

This Amended Amendment to Interlocal Agreement (Agreement) is made and entered into this 26 day of January 2015, by and between the City of Shelton, a municipal corporation in Mason County, Washington (City) 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 City and PUD 3 entered into an interlocal agreement dated December 2, 2013 (LED Pilot Project) pursuant to Chapter 39.34 RCW providing for a pilot project to investigate the benefits of replacing approximately seventy-five (75) light fixtures of the existing street lighting system with a modern energy efficient alternative;

WHEREAS: PUD 3 and City have concluded that the LED street lighting installed pursuant the LED Pilot Project have shown substantial benefits in terms or energy efficiency and improved night visibility.

WHEREAS: The City and PUD 3 would like to expand the LED street lighting program to include all metered and unmetered street lights paid for by the City of Shelton.

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 replace all existing mercury vapor and sodium halide street lights paid for by the City with modern LED street lighting systems at PUD 3's sole and exclusive expense.
2. PUD 3 shall perform light placement and arm length evaluations to ensure that the LED lighting is being located for the best performance under existing conditions.

13. 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.
14. Each Party shall either file or post this agreement in compliance with RCW 39.34.040
15. The City agrees to protect, defend, indemnify and hold harmless PUD 3 for any and all activities by City 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 City 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 City.
16. PUD 3 agrees to protect, defend, indemnify and hold harmless the City 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 City 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.
18. This agreement amends and replaces the parties' interlocal agreement dated December 2, 2013 in its entirety.