

RESOLUTION NO. 2015-20

**A RESOLUTION BY THE MASON TRANSIT
AUTHORITY BOARD FOR AN INTERLOCAL AGREEMENT WITH THE CITY OF
SHELTON FOR THE PURPOSE OF LED PEDESTRIAN CROSSING SYSTEMS**

WHEREAS, the City of Shelton and Mason transit have a mutual interest in improving the safety of pedestrians traveling to and from the Transit-Community Center (T-CC);

WHEREAS, the attached Interlocal Agreement with the City of Shelton for the purchase, installation, and maintenance of two (2) solar LED will improve the safety of pedestrian access to the T-CC,

WHEREAS, the Mason Transit Authority Board desires to enter into the Interlocal Agreement between Mason Transit Authority and the City of Shelton to jointly provide for the acquisition and maintenance of two (2) pedestrian crossings: one on Franklin Street in front of T-CC, and the other on Railroad Avenue,

NOW THEREFORE BE IT RESOLVED by the Mason Transit Authority Board that the attached Interlocal Agreement with the City of Shelton for the purchase, installation, and maintenance of two (2) solar LED pedestrian crossing systems be approved.

Dated this 18th day of August, 2015.




Mike Olsen, Chair

Deborah Petersen, Vice-Chair



Ginny Beech, Authority Member




John Campbell, Authority Member



Terri Jeffreys, Authority Member


Rick Johnson, Authority Member



Randy Neatherlin, Authority Member



Tim Sheldon, Authority Member




Cheryl Williams, Authority Member

APPROVED AS TO CONTENT: 

Brad Patterson, General Manager

APPROVED AS TO FORM: 

Robert W. Johnson, Legal Counsel

ATTEST: 

Jeri A. Wood, Clerk of the Board

DATE: 8/18/15

Mason Transit Authority Board Meeting

Agenda Item: New Business – Item 8 – ***ACTION (signatures required)***

Subject: Resolution No. 2015-20 - Interlocal Agreement –
City of Shelton Pedestrian Crossings

Prepared by: Brad Patterson, General Manager

Approved by: Brad Patterson, General Manager

Date: August 18, 2015

Summary for Discussion Purposes:

In order to help improve the safety of pedestrians traveling to and from the Transit-Community Center (T-CC), the City of Shelton and Mason Transit has agreed to jointly provide two (2) pedestrian crossing signal systems: one on Franklin Street in front of T-CC, and the other on Railroad Avenue. MTA has purchased two (2) sets of solar LED pedestrian crossing systems for \$23,527. The City shall own, maintain, repair, and replace the systems during the term of the agreement.

Fiscal Impact:

\$23,527

Staff Recommendation:

Approve.

Motion for Consideration:

Move that the Mason Transit Authority Board approve Resolution No. 2015-20 and the attached Interlocal Agreement with the City of Shelton for the purchase, installation, maintenance and ownership of two (2) solar LED pedestrian signal crossing systems.

AFTER RECORDING RETURN TO:

***INTERLOCAL AGREEMENT BETWEEN
THE CITY OF SHELTON AND MASON TRANSIT AUTHORITY***

This is an Interlocal Agreement (Agreement), dated this _____ day of _____ 2015, by and between the City of Shelton, a Washington City (City) and Mason Transit Authority, a Washington municipal corporation, (MTA) 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 Interlocal Cooperative Act, Chapter 39.34 RCW, permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner that will accord best with geographic, economic, and other factors influencing the needs and development of local communities.

WHEREAS: RCW 39.34.030 authorizes public agencies to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized by law to perform:

WHEREAS: MTA is a Washington Public Transit Benefit Area organized under Chapter 36.57A RCW.

WHEREAS: MTA has recently opened the Transit-Community Center located at 601 West Franklin Street, Shelton, WA 98584. The opening of the Transit-Community Center has resulted in increased pedestrian traffic on the streets and sidewalks in the vicinity of the Center.

WHEREAS: The Parties desire to improve pedestrian access to the Transit-Community Center by installing crosswalk signaling devices at an existing cross walk located Railroad Avenue and a new crosswalk to be located on Franklin Street in front of the Center.

WHEREAS: The Parties desire to cooperatively provide for the improvements and share financial responsibility for the acquisition, installation and maintenance of signaling devices.

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. MTA shall purchase two sets of solar LED pedestrian crossing systems through Traffic Safety Supply Company of Portland, Oregon to be delivered to the City.
2. The City shall purchase all additional materials and perform all labor to install the pedestrian crossing systems on Railroad Avenue and Franklin Avenue at the City's sole and exclusive expense.
3. After installation, the City shall own, maintain, repair and replace the pedestrian crossing systems during the term of this agreement at the City's sole and exclusive expense.
4. The term of this agreement shall be for a period of five years commencing _____, 2015 and terminating _____, 2020. During the term of this agreement the City agrees not to remove or relocated the pedestrian crossing systems without the prior written approval from MTA.
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. Prior to its entry into force, this Agreement shall be filed with the county auditor or, alternatively, listed by subject on the Party's web site or other electronically retrievable public source.
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. The parties agree that no separate legal or administrative entities are necessary to carry out this Agreement. Further, except as expressly provided to the contrary in this Agreement, any real or personal property used or acquired by either party in connection with the performance of this Agreement will remain the sole property of such party, and the other party shall have no interest therein.
12. The City agrees to protect, defend, indemnify and hold harmless MTA for any and all activities by Port 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 Port 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 MTA or City.
13. MTA agrees to protect, defend, indemnify and hold harmless the City for any and all activities by MTA 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 MTA 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 MTA.
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 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;

City of Shelton:

Date

MTA:

Brad Patterson, Manager Date

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Dated this 18th day of August, 2015.

Mike Olsen, Chair

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Rick Johnson, Authority Member

Randy Neatherlin, Authority Member

Tim Sheldon, Authority Member

Cheryl Williams, Authority Member

APPROVED AS TO CONTENT: _____
Brad Patterson, General Manager

APPROVED AS TO FORM: _____
Robert W. Johnson, Legal Counsel

ATTEST: _____
Jeri A. Wood, Clerk of the Board

DATE: _____

Mason Transit Authority Board Meeting

Agenda Item: New Business – Item 9 – *Information only*
Subject: LED Lighting Retrofit Phase II
Prepared by: Marshall Krier, Maintenance Manager
Approved by: Brad Patterson, General Manager
Date: August 18, 2015

Summary for Discussion Purposes:

MTA has been consulting with PUD 3 on reducing energy cost and one of the areas identified is retrofitting existing lighting fixture with LED's. Phase one, the retrofit of building II interior lamps was very successful so we are moving forward with phase II. This includes replacing the metal halide lights in buildings one, two, three and all exterior lamps in the Johns Prairie facility. The estimated rebate from the PUD is \$9,700 and the yearly estimated reduction in our utility bill is \$3,209. We are contracting with Reliable Electric to provide labor and materials for this project.

Fiscal Impact:

The 2015 budget allocated funds of \$40,000 for this project. The project will not exceed the allocated amount.

Cost of project before rebate is \$23,500

Staff Recommendation:

N/A

Motion for Consideration:

N/A