

INTERLOCAL AGREEMENT REGARDING MASON COUNTY PUD 1 AND JEFFERSON COUNTY 'S ELECTRIC SERVICE TERRITORY

This Interlocal Agreement between Mason County PUD 1 and Jefferson County PUD 1 regarding Electric System is dated this 28th day of October, 2021 and is made by and between Mason County PUD 1 (PUD 1) and Jefferson County PUD 1.

Recitals:

- A. PUD 1 and Jefferson County PUD are municipal corporations organized and operating under Title 54 RCW;
- B. The boundaries of PUD 1 extend on HWY 101 from MP 314 to the base of Walker Mountain.
- C. PUD 1 and Jefferson County PUD are both engaged in the business of distributing electricity.
- D. RCW 54.16.090 authorizes PUD 1 and Jefferson County PUD to enter into any contract or agreement for carrying out any of the powers authorized by Title 54 RCW;
- E. RCW 54.16.200 authorizes PUD 1 and Jefferson County PUD to exercise jointly all powers granted to each individual district;
- F. Chapter 39.34 RCW authorizes the Parties to enter into this interlocal governmental agreement, which becomes enforceable upon recordation with the Mason County Auditor, or upon posting to either Party's agency website;
- G. PUD 1 and Jefferson County PUD have determined that the acts authorized in this Contract are necessary to carry out the policy of the State of Washington by ensuring safe and reliable electric supply in compliance with applicable regulations for the residents of Jefferson County PUD's service boundaries.

NOW THEREFORE, in consideration of the mutual covenants and conditions hereinafter provided the parties agree as follows:

1. Jefferson County PUD hereby consents, approves, authorizes and acquiesces in PUD 1's acquisition, ownership, operation, management, repair, maintenance and/or expansion of any electrical system located within the boundaries of PUD 1. PUD 1 shall determine in its sole discretion the terms under which it will provide electric services, if at all.
2. Jefferson County PUD shall refer requests it receives for power installation or to reconnect or disconnect a service within its boundaries to PUD 1.
3. This contract shall terminate six months after one party gives the other party written notice of its intent to terminate. This Contract shall terminate on the date that is 25 years after the date first written above, unless earlier terminated in accordance with this Contract.

4. Nothing in this Contract is intended nor shall it be construed to create any rights in third parties.
5. Each Party shall either file or post this Agreement in compliance with RCW 39.34.040

Mason County PUD 1
General Manager

Jefferson County PUD 1
General Manager
