

**INTERLOCAL AGREEMENT AND CONTRACT
FOR THE PURCHASE AND OPERATION OF A TRANSBANKER**

This Interlocal Agreement and Contract ("Agreement") is made and entered into pursuant to the provisions of Chapter 39.34 RCW by and between Public Utility District No.1 of Grays Harbor County ("GHPUD"), Public Utility District No. 1 of Lewis County (Lewis), Public Utility District No. 1 of Clallam County (Clallam), Public Utility District No. 2 of Pacific County (Pacific), Public Utility District No. 3 of Mason County (Mason 3), Public Utility District No. 1 of Mason County (Mason 1), and the cities of Centralia and McCleary (collectively the "Municipals"), and a contract between Lakeview Light & Power Company (Lakeview), Ohop Mutual Light company (Ohop) and the Municipals. The Municipals and Lakeview are sometimes referred to individually as a "Party" or collectively as the "Parties".

RECITALS

- A. The Parties are each engaged in the transmission and distribution of electric power in and about Southwest Washington and employ and train electrical line workers in the safe operation of their electric systems.
- B. All of the Parties have either sent apprentices to or currently have apprentices attending the Southwest Washington Line Apprentice program hosted by GHPUD.
- C. In order to update and enhance the classroom experience of the line apprentices and enhance the skills of other line workers, the current instructors have identified a newer and more functional training tool – a TransBanker, the industry's premier transformer training lab, available for purchase from the Northwest Lineman College (NLC Manufacturing).
- D. TransBanker training is intended to eliminate outages, reduce wiring errors, lower customer claims, and make transformer training safe and productive.

TERMS

NOW, THEREFORE, the Parties, through their respective legislative bodies, agree as follows:

- 1. **Purpose of Agreement.** The purpose of this Agreement is to jointly acquire and make available for instructional purposes a Two Pole, Stationary TransBanker for use by the Parties.
- 2. **Duration of Agreement.** This Agreement will take effect upon its execution by all Parties and shall remain in effect for the useful life of the TransBanker.
- 3. **Acquisition Cost.** The estimated cost of the TransBanker is approximately Seventy-Five Thousand One Hundred Fifty Dollars (\$75,150.00).

3.1 The Parties have agreed to apportion the acquisition cost as follows:

Grays Harbor	\$12,600
Mason 3	\$12,600
Lewis	\$12,600
Clallam	\$12,600
Pacific	\$6,100
Centralia	\$5,100
Lakeview	\$5,100
Mason 1	\$3,675
Ohop	\$3,675
McCleary	\$1,100

3.2 Any additional unforeseen costs will be apportioned and paid based on each Party's percentage of the acquisition cost, provided the additional costs, if any, shall not exceed in total Ten Thousand Dollars (\$10,000.00).

3.3 Payment of each Party's costs shall be made to GHPUD within thirty (30) days following execution of this Agreement.

4. Operational Issues. GHPUD is hereby designated the lead agency in this endeavor. GHPUD will arrange for the purchase, inspection, transportation, and set up of the TransBanker which will be located at GHPUD's training facility. All reasonable effort will be made to have the TransBanker operational for the 2018 autumn apprenticeship classes. GHPUD will keep all Parties informed of the progress of this endeavor.

5. Further Acts. Each Party shall execute, acknowledge, and deliver upon demand any document or take such other reasonable actions which the other Party reasonably deems necessary or desirable to evidence or effectuate the terms of this Agreement or to implement or consummate the purposes and intent of the Parties, so long as such action imposes no greater burden upon such Party than is imposed under the Agreement.

6. Indemnification. To the fullest extent permitted by law, the Parties shall indemnify, defend, reimburse, and hold harmless each other and their successors, respective directors, officers, members, and employees, from, for, and against any and all allegations, claims, liens, liabilities, losses, demands, damages, expenses, suits, actions, proceedings, judgments, and costs of any kind whatsoever, whether actual or merely alleged and whether directly incurred or from a third party, including, without limitation, settlement costs, court costs, and attorneys' and expert witness fees and expenses, arising out of, or relating to: (a) negligence or willful misconduct of the indemnifying Party or (b) breach of this Agreement by the indemnifying Party.

7. **Entire Agreement/Law.** This Agreement sets forth the entire understanding and agreement between the Parties concerning this endeavor, and supersedes any prior or contemporaneous oral or written agreements or representations. It may be modified only by a written amendment executed by all Parties. This Agreement shall be interpreted in accordance with the laws of the State of Washington and jurisdiction and venue of any action with respect to this Agreement shall lie in the state or federal courts of Thurston County, Washington.

8. **Severability.** This Agreement is severable and, if any provision is determined to be void or unenforceable, then that provision will be deemed severed and the remainder of the Agreement will remain in effect.

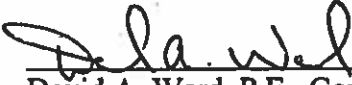
9. **Limit on Liability.** No Party shall be liable for indirect, special, incidental or consequential damages arising out of or related to this Agreement or the performance of this Agreement, including but not limited to, loss of anticipated revenue, profits, or goodwill, whether arising in negligence, breach of contract, or under statute or rule.

10. **Counterparts.** If the Parties sign this Agreement in several counterparts, each will be deemed an original but all counterparts together will constitute one instrument.

11. **No Third-Party Beneficiaries.** Nothing in this Agreement shall confer any rights or liabilities upon any person or entity not a party to this Agreement.

12. **Statutory Notice.** Pursuant to RCW 39.34.040, following execution, this Agreement will be listed by subject on the respective web sites of the Municipals.

PUBLIC UTILITY DISTRICT NO. 1 OF GRAYS
HARBOR COUNTY, WASHINGTON:



David A. Ward, P.E., General Manager

Dated: August 22nd, 2018

Authorized by Resolution No.: 5019

Adopted on: 8/20/2018

APPROVED AS TO FORM:

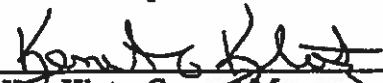


Richard A. Pitt, General Counsel
Dated: August 22, 2018

ADDITIONAL SIGNATURE PAGES ATTACHED

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INTERLOCAL AGREEMENT AND CONTRACT
FOR THE PURCHASE AND OPERATION OF A TRANSBANKER**

**OHOP MUTUAL LIGHT COMPANY,
a Non-Profit Cooperative:**

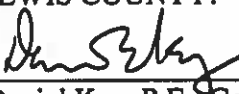
By: 
Ken Klotz, General Manager

Dated: July 9, 2018

UBI# 272 000 006

**INTERLOCAL AGREEMENT AND CONTRACT
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**PUBLIC UTILITY DISTRICT NO. 1
OF LEWIS COUNTY:**

By: 
Daniel Kay, P.E., General Manager

Dated: July 17, 2018

Adopted by Resolution No.: 2809

Adopted on: July 17, 2018

**INTERLOCAL AGREEMENT AND CONTRACT
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**PUBLIC UTILITY DISTRICT NO.1
OF CLALLAM COUNTY:**

By: 
Doug Nass, General Manager

Dated: August 6, 2018

Adopted by Resolution No.: 2112-18

Adopted on: August 6, 2018

**INTERLOCAL AGREEMENT AND CONTRACT
FOR THE PURCHASE AND OPERATION OF A TRANSBANKER**

**PUBLIC UTILITY DISTRICT NO. 3
OF MASON COUNTY:**

By: Annette Creekpaum
Annette Creekpaum, General Manager

Dated: July 10th, 2018

Adopted by Resolution No.: Motion 7/10/2018

Adopted on: _____

**INTERLOCAL AGREEMENT AND CONTRACT
FOR THE PURCHASE AND OPERATION OF A TRANSBANKER**

McCLEARY LIGHT & POWER, a
Division of the CITY OF McCLEARY:

By: 
Brenda Orffer, Mayor

Dated: Aug. 14, 2018

Adopted by Resolution No.: Council Approval on 8-8-18

Adopted on: 8-8-18

**INTERLOCAL AGREEMENT AND CONTRACT
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PUBLIC UTILITY DISTRICT NO. 1
OF MASON COUNTY:

By: Devin Hall
Devin Hall Interim Manager


Dated: : 8/7, 2018

Adopted by Resolution No.: _____

Adopted on: _____

**INTERLOCAL AGREEMENT AND CONTRACT
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CENTRALIA CITY LIGHT, a Division
of the CITY OF CENTRALIA:

By: 
M.L. Norton, General Manager

Dated: July 16, 2018

Adopted by Resolution No.: NA Motion

Adopted on: 7/24/18

**INTERLOCAL AGREEMENT AND CONTRACT
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LAKEVIEW LIGHT & POWER COMPANY:

By: 
John DeVore, General Manager

Dated: July 18, 2018

UBI #278000955

**INTERLOCAL AGREEMENT AND CONTRACT
FOR THE PURCHASE AND OPERATION OF A TRANSBANKER**

PUBLIC UTILITY DISTRICT NO. 2 OF PACIFIC COUNTY:

By: 
Jason Dunsmoor, P.E., General Manager

Adopted by Resolution No.: 1409

Adopted on: July 17, 2018

Dated: July 17, 2018

UBI #253000470

RESOLUTION NO. 5019

**A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT AND CONTRACT
FOR THE PURCHASE AND OPERATION OF A TRANSBANKER**

BE IT RESOLVED BY THE COMMISSION OF PUBLIC UTILITY DISTRICT NO. 1
OF GRAYS HARBOR COUNTY, WASHINGTON AS FOLLOWS:

1. Pursuant to the provisions of Chapter 39.34 RCW, the District is hereby authorized to enter into an Interlocal Agreement and Contract with Public Utility District No. 1 of Lewis County, Public Utility District No. 1 of Clallam County, Public Utility District No. 1 of Pacific County, Public Utility District No. 3 of Mason County, Public Utility District No. 1 of Mason County, the Cities of Centralia and McCleary, the town of Eatonville, Lakeview Light & Power Company and Ohop Mutual Light Company (the "Interlocal Agreement") for the purchase and operation of a Two Pole, Stationary TransBanker for use during Southwest Washington Line Apprenticeship Training Program classes held at the District.
2. A copy of the Interlocal Agreement and Contract setting out the specific terms is attached hereto and on file at District offices.
3. The General Manager or his designee is hereby authorized and directed to sign the Interlocal Agreement and Contract for the Purchase and Operation of a Transbanker, and any other documents he deems necessary or convenient to carry out the purposes of this Resolution.


This Resolution shall be in force and take effect upon approval.

PASSED AND APPROVED this 20th day of August 2018



President

ATTEST:



Secretary