

**INTERLOCAL AGREEMENT BETWEEN  
CHIMACUM SCHOOL DISTRICT NO. 49 (DISTRICT)  
AND JEFFERSON COUNTY PUD NO. 1 (PUD)**

1. **Parties.** THIS INTERLOCAL AGREEMENT (“Agreement”) is made and entered into on the date referenced on the signature page (“Effective Date”) by and between Chimaicum School District No. 49 (“District”) and Public Utility District #1 of Jefferson County (“PUD”). Both of these parties are municipal corporations organized under the laws of the State of Washington and make this Agreement pursuant to the Interlocal Governmental Cooperation Act, RCW 39.34.
  
2. **Purpose of Agreement.** This Agreement is for the PUD to provide, and the District to pay for, emergency electrical infrastructure work having limited scope repair and maintenance responses, to primary voltage electrical infrastructure failures arising from certain “primary voltage” components owned by the District and located on District property, including underground conductors, transformers and primary voltage switches, but for which PUD otherwise has no obligation to service for The District, as district is a primary service customer.
  
3. **Description of the Contracted Maintenance and Repair Work.** PUD agrees to respond, upon telephone request to Kevin Streett, Colton Worley or Jimmy Scarborough when the PUD is able to do so within established service restoration priorities of the PUD, to District-reported electrical outages upon District property, which lie beyond the utility property demarcation point onto customer property, on an agreed time and material basis as described in Exhibit A attached hereto and incorporated by this reference in order to expedite electric service fault investigation and restoration of service to the District’s schools; all to the extent that such investigation or repair is allowed by Labor & Industries Regulations. District agrees to pay for such work at the rates described on Exhibit A, which shall never be less than the fully burdened PUD hourly cost of rendering such services and cost of materials and supplies, if any. The rates shall be adjusted, from time to time, by mutual agreement, and reflected in an updated, mutually approved EXHIBIT A.
  
4. **DISTRICT Responsibilities.** District will pay for all work performed by the PUD at the rates described on Exhibit A, including payment for any permits required. District will be responsible for contacting the PUD through the normal telephone outage reporting process maintained by PUD when repair or maintenance work is needed. If and to the extent required by state law or regulation, the District shall be responsible for the costs of permitting the work requested.

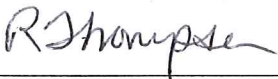
12. **Termination.** This Agreement may be terminated by either party upon 60 days' written notice to the other party.

13. **No Separate Entity.** No separate legal entity is created by this agreement. This agreement will be jointly administered by the Boards of the parties. No property is jointly owned or will be jointly acquired.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2016

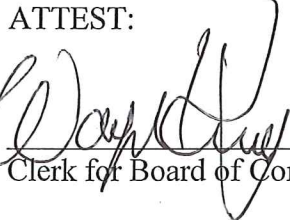
CHIMACUM SCHOOL  
DISTRICT NO. 49

PUBLIC UTILITY DISTRICT #1  
OF JEFFERSON COUNTY

  
\_\_\_\_\_  
Superintendent

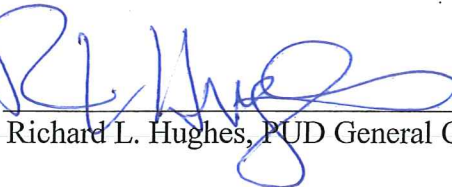
  
\_\_\_\_\_  
President, Board of Commissioners

ATTEST:  
  
\_\_\_\_\_

ATTEST:  
  
\_\_\_\_\_  
Clerk for Board of Commissioners

APPROVED AS TO FORM:

\_\_\_\_\_  
[name] District Legal Counsel

  
\_\_\_\_\_  
Richard L. Hughes, PUD General Counsel