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Filed by: PUD NO 1 OF SKAMANIA COUNTY
Filed & Recorded in Official Records
of SKAMANIA COUNTY
SKAMANIA COUNTY AUDITOR
J MICHAEL GARVISON
Fee: \$49.00

WHEN RECORDED RETURN TO:

Lisa Allen

Skamania PUD

PO Box 500

Corson, WA 98610

DOCUMENT TITLE(S)

PUD Safety Coordinator Contract

REFERENCE NUMBER(S) of Documents assigned or released:

☐ Additional numbers on page _____ of document.

GRANTOR(S):

PUD

☒ Additional names on page 6 of document.

GRANTEE(S):

☐ Additional names on page _____ of document.

LEGAL DESCRIPTION (Abbreviated: i.e. Lot, Block, Plat or Section, Township, Range, Quarter):

☐ Complete legal on page _____ of document.

TAX PARCEL NUMBER(S):

☐ Additional parcel numbers on page _____ of document.

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information.

RESOLUTION NO. 2299

**A RESOLUTION OF SKAMANIA COUNTY PUD AUTHORIZING
AN INTERLOCAL AGREEMENT FOR SAFETY TRAINING
SERVICES, AND AUTHORIZING THE DISTRICT'S MANAGER
TO SIGN AND EXECUTE SAME**


WHEREAS, the Revised Code of Washington (RCW), in Chapter 39.34, authorizes the PUD to enter into cooperative agreements with other PUD to perform functions cooperatively, and

WHEREAS, the Commission of Public Utility District #1 of Skamania County has authority under RCW 54.16.090 to contract with other PUDs and to hire professional assistance and experts, and

WHEREAS, The District is committed to providing a safe working environment for its employees and finds that it will be beneficial to share in the expense of contracting for the services of an individual who has special expertise in safety matters in connection with electrical distribution systems,

NOW, THEREFORE, BE IT RESOLVED that the Commission of Public Utility District #1 of Skamania County hereby approves the Interlocal Agreement for Establishment and Operation of The Western Washington Cooperative Safety Group, and authorizes the District's Manager to execute and sign this Agreement.

Passed and approved this 4th day of September, 2007

, Clyde D. Leach, *President*

, Curt C. Esch, *Vice-President*

, Dennis L. Gale, *Secretary*

INTERLOCAL AGREEMENT FOR ESTABLISHMENT AND OPERATION OF THE WESTERN WASHINGTON COOPERATIVE SAFETY GROUP

THIS AGREEMENT is made and entered into this 1st day of November 2007, by and among the public utility districts identified in Exhibit "A" and such additional public utility districts as may agree to be bound by the terms of this Agreement in the future (hereinafter collectively referred to as the "Districts" and individually as "District").

RECITALS

A. Chapter 39.34 RCW, the Interlocal Cooperation Act, authorizes local governmental agencies to enter into cooperative agreements to join with other governmental agencies to perform functions cooperatively.

B. The Districts have the authority pursuant to RCW 54.16.090 to contract with one another and to hire professional assistance or experts.

C. The Districts are committed to provide a safe working environment for their employees and find that it will be beneficial to share in the expense of contracting for the services of an individual who has special expertise in safety matters in connection with electrical distribution systems.

AGREEMENT

NOW THEREFORE, in consideration of the forgoing and the mutual covenants and conditions hereinafter provided, it is agreed as follows:

1. Western Washington Cooperative Safety Group. The Districts listed in Exhibit "A" join together to form the Western Washington Cooperative Safety Group, hereinafter referred to as the Group. Each District will designate a representative to this Group. These representatives will meet at least once each calendar year, at a place and time to be decided by this Group, to discuss this Agreement, including cost sharing, contractor salary, and any other issues brought up by a representative.

2. Services. The Group shall enter into this Agreement to share consulting services upon the terms and conditions set out in the attached Exhibit "B", hereinafter referred to as Services.

3. Billing and Cost Sharing. The monthly costs for Services shall be allocated in accordance with the Cost Sharing Formula as shown in Exhibit "C". Any District which uses Consultant solely for its own needs shall pay into the Group Account described in Paragraph 4 below at the agreed upon rate in Exhibit "C" and all of Consultant's costs which have been billed to the Group which are attributable to the District for which such Services were provided by the Consultant. Consultant shall devote such hours to the Services provided as reflected in Exhibit "C".

4. Contract Administration. Mason County Public Utility District No. 3, hereinafter PUD3, shall administer this contract, receive Consultant's billings and prepare and send bills to Districts monthly in accordance with the terms of this Agreement. The initial individual administering this contract for Mason County PUD No. 3 shall be Operations Manager Bob Smith. Mason County PUD No. 3 may appoint another individual at any time with notice to all other parties to this Agreement. PUD3 shall also keep a Group Account and render billings to participating Districts for their use of the Consultant. All proceeds of such separate billings shall be deposited to the Group Account and shall be applied to the next monthly billing for Consultant Services and the balance billed out to all Districts in accordance with the Cost Sharing Formula. At the termination of the contract, the Group Account balance shall be distributed to the participating Districts in accordance with the Cost Sharing Formula. Mason County PUD No. 3 shall be compensated for such administrative services in the amount of three hours per month, which amount covers labor, overhead and miscellaneous supplies, and shall be divided equally among the Districts and added to the monthly billing statements.

5. Term and Termination. The term of this Agreement shall be for a period of two years commencing on the date first written above; provided however, that any District may terminate its participation in this agreement by giving six months advanced written notice to the other Districts. Termination would occur six months from the date of such written notice. Such terminating District shall be responsible for its individual District's share for the month in which the termination occurs. Upon termination all further monetary obligations of the terminating District under this Agreement shall cease to accrue. After expiration of the initial term, this Agreement may be continued from year to year upon agreement of the Districts.

6. Indemnification and Hold Harmless. Each District shall be responsible for its own activities in connection with the use of Consultant and his Services and shall save, defend, indemnify and hold harmless, other parties to this Agreement, their officers, agents and employees from any and all claims arising from, or in any way connected to, such indemnifying District's activities.

7. Entire Agreement and Amendment. This Agreement represents the entire agreement of the District's with respect to the subject matter hereof and supersedes all prior negotiations or discussions with respect thereto. This Agreement may be amended or modified by written instrument signed by the parties hereto. Such amendments or modifications may be for the purpose of, among other things, adding or deleting Districts to this Agreement or expanding further the purposes of the Agreement.

8. Assignment. No District may assign its rights or obligations contained in this Agreement.

9. Authorization. Each District does hereby represent and warrant to the other Districts that it is duly authorized to enter into and to carry out the terms of this Agreement.

10. Filing Requirements. Upon execution of this Agreement, the Districts will file a true and complete copy thereof in compliance with the provisions of Chapter 39.34 RCW.

11. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original but all which taken together shall constitute but one and the same instrument.

PUBLIC UTILITY DISTRICT NO. 1 OF CLALLAM COUNTY

[Signature]

PUBLIC UTILITY DISTRICT NO. 1 OF LEWIS COUNTY

[Signature]

PUBLIC UTILITY DISTRICT NO. 1 OF MASON COUNTY

[Signature]

PUBLIC UTILITY DISTRICT NO. 3 OF MASON COUNTY

[Signature]

PUBLIC UTILITY DISTRICT NO. 2 OF PACIFIC COUNTY

[Signature]

PUBLIC UTILITY DISTRICT NO. 1 OF SKAMANIA COUNTY

[Signature]

PUBLIC UTILITY DISTRICT NO. 1 OF WAHKIAKUM COUNTY

[Signature]

EXHIBIT "A"

PUBLIC UTILITY DISTRICT NO. 1 OF CLALLAM COUNTY
PUBLIC UTILITY DISTRICT NO. 1 OF LEWIS COUNTY
PUBLIC UTILITY DISTRICT NO. 1 OF MASON COUNTY
PUBLIC UTILITY DISTRICT NO. 3 OF MASON COUNTY
PUBLIC UTILITY DISTRICT NO. 2 OF PACIFIC COUNTY
PUBLIC UTILITY DISTRICT NO. 1 OF SKAMANIA COUNTY
PUBLIC UTILITY DISTRICT NO. 1 OF WAHKIAKUM COUNTY

EXHIBIT "B"

Safety Consultant Services

The shared Consultant will perform training, record keeping and qualifications for such training and recordkeeping for appropriate safety programs required for electric utilities. Work efforts involving 210 working days per year are anticipated.

The shared Consultant will arrange with representatives of the Districts the calendar for monthly visits and the training subject. Examples of the safety training programs, as required under OSHA 1910.269 and 1926 or elsewhere, are listed below:

Initially and Yearly

Worker Right to Know
Hearing Conservation (if required)
Fire Protection
Lock-Out Switching/Clearances
PPE-Fall Protection, Head, Ear, Eye

Confined Space (if they exist)
Respiratory Protection (if required)
Pole, Bucket, and Vault Rescue
Accident Investigation Procedure

Initially and Every Two Years

Blood Borne Pathogens
Sexual Harassment
Workplace Violence
AED Training

First Aid / CPR
Defensive Driving
CDL Requirements

Initially and Every Three Years

Flagger Training
Battery Safety
Portable Ladders

Fork Lift Training
Body Mechanics / Lifting, Backs

Other safety training classes, such as those listed below, as identified and needed.

Qualified Employee	Job Briefing	Excavation	Live-Line Tools	Grounding
Hand/Portable Tools	Radio Communication	Night Time Work	Chipper Safety	

The Consultant will adhere as close as possible to the number of days requested by each District. This could vary some on a monthly basis but must average out over the year.

The Consultant will provide and retain training records as required by law and for the benefit of the individual Districts.

The Consultant may assist certain Districts with development of needed safety policies.

The Consultant may be asked to attend specific regional safety related meetings as approved by the contract administrator after consultation with the member representatives of WWCSG, the cost of which will be shared equally amongst the Districts.

The Consultant will be required to warrant that the services performed under the Agreement entered into with the members of the Western Washington Cooperative Safety Group will be performed with the care and skill ordinarily exercised by members of the profession practicing under similar conditions at the same time and in the same or a similar locality. The Consultant will also be required to warrant that services performed under said agreement will be executed by qualified professionals meeting the qualifications listed below:

1. Must be familiar with the fundamentals of electricity as they relate to transformer connections, current, voltage, equipment loading and the operation of an electric system.
2. Must be familiar with "Safety Standards for Electrical Workers," Washington Administrative Code Chapter 296-45.
3. Must be thoroughly familiar with electrical construction standards and practices.
4. Must have the ability to understand, follow, and communicate accurate, clear, and concise written and verbal information and instructions.
5. Must have math, reading, and writing skills required for the job functions, including the ability to read and interpret maps and drawings.
6. Must be willing to travel and provide own transportation to all District facilities for safety presentations, training and related activities.
7. Must have supervisory skills, training and experience.
8. Must have a high school diploma or equivalent and experience in electric utility operations; continuing education or college courses preferred.
9. Must have experience in construction, maintenance and operations related to electric transmission and distribution systems.
10. Must have or be able to obtain instructor certifications in the following (at a minimum): Excavation and Trenching, Fall Arrest Protection, Traffic Control and Flagging, Confined Space Entry, Defensive Driving, CPR/First Aid, Blood Borne Pathogens, and Forklift Training.
11. Must have experience with safety programs for office-based personnel.

When the findings or recommendations of the Consultant are based on information supplied by the Districts, such findings and recommendations are correct to the best of the Consultant's knowledge and belief. No other warranty, express or implied, is made or intended by providing of consulting services or by furnishing oral or written reports of the findings made.

Unofficial
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EXHIBIT "C"

Cost Sharing

Each District is responsible for paying, on a monthly basis, invoices from P.U.D. No. 3 of Mason County that includes their percentage share of the Consultant's monthly fee for Services provided, an equal share of the administrative cost and any meetings the Consultant attended for the Group, plus the full cost for any additional work performed by the Consultant for that particular District. The annual fee will be agreed upon at an annual meeting of the participating Districts and a copy of the example below with actual numbers will be circulated to each of the Districts at that meeting. Committed days per month for each participating utility can be amended every two years if needed. The formula for 2007 is as shown below and will be prorated from the date of contract execution:

Annual Fee: \$ As Negotiated

No. Days/Year: 210

<u>Utility (Days/Mo.-Yr.)</u>	<u>Committed Percentage</u>
Clallam PUD (4-48)	23%
Lewis PUD (1-12)	6%
Mason PUD 1 (0.5-6)	3%
Mason PUD 3 (4-48)	23%
Pacific PUD 2 (3-36)	17%
Skamania PUD (3-36)	17%
Wahkiakum PUD (2-24)	11%
Total (210)	100%

- Any Service provided by the Consultant for a particular District, over and above that anticipated by this Agreement, for the exclusive use of that District, will be billed at 100% of the added fee for the Consultant to that District.
- The cost for meetings attended by the Consultant for the Western Washington Cooperative Safety Group, including room, meals, travel, and any meetings fees, will be billed at an equal share to each of the Districts.
- Mason County P.U.D. No. 3 will be compensated for administrative costs at a rate of three hours per month to be shared equally amongst the Districts.