

Memorandum of Agreement

for

Mutual Aid

between

Mason County Public Utility District #3

and

The City of McCleary

THIS AGREEMENT is made and entered into by and between Mason County Public Utility District #3 (hereinafter referred to as "PUD 3"), and The City of McCleary (hereinafter referred to as "the City").

INTERLOCAL GOVERNMENTAL AGREEMENT

This agreement is entered into under the authority of the Interlocal Governmental Cooperation Act, Chapter 39.34 RCW. The agreement shall upon execution be recorded in the Mason County and Grays Harbor County Auditor's Office.

BACKGROUND

The State of Washington has typically experienced a high number of winter storms as well as other disasters such as fires, lightning, storms, etc. The Puget Sound area has also been identified as an area with earthquake potential. Washington Public Utility Districts have traditionally worked closely together from their inception on various matters, including assisting each other in storm conditions.

OBJECTIVE

The general objective of the Plan is to commit to providing assistance to each other in an organized manner. It is intended to apply to emergency situations including but not limited to storms, earthquakes, etc. that could caused damage to the degree that assistance is needed to restore service. It is also intended to apply for routine construction and maintenance assistance.

TERM AND TERMINATION

This agreement shall become effective upon execution and shall be for a period of one year. Thereafter, it shall be automatically renewed June 1 of each year, provided however that either party may terminate the agreement by giving the other party 30 days advanced written notice.

The Parties agree as follows:

- All cases of providing assistance is voluntary.
- Personnel will remain on their home-utility payroll.
- Each utility will pay their employees according to their union contract.
- The assisting utility will bill the requesting utility their actual direct costs, which are intended to be labor, vehicle, and associated overheads. These costs will accumulate from when the crew(s) leaves their home or place of duty until they return.
- The utility's crew will follow their own work practices or rules with the exception of switching procedures and clearances which may fall under the procedures of the requesting utility.
- When requesting assistance, be specific as to crew size and equipment needed.
- Any cost over and above normal costs incurred as a result of this assistance shall be borne by requesting utility. The requesting utility shall reimburse the assisting utility for any losses or claims rising out of or as a result of said assistance occasioned by injuries, death, damage to or loss of equipment.
- The requesting utility shall reimburse the assisting utility for the costs of replacing or repairing any equipment lost or damaged while engaged in providing mutual assistance, including transportation to and returning from the requesting utility's area.

OPERATING CONSIDERATIONS

Based on previous experience, the requesting utility should address the following items which will improve the process:

- Establish key contact person(s) – see attachment "A"
- Provide food (as needed)
- Watch for tired workers
- Provide for workers minor emergency expenses such as aspirin, bandages, gloves, socks, etc.
- Provide dedicated lodging
- Where possible, work outside crews as operating units if they are accustomed to working together
- Provide a local employee for guiding and communications

RATES

See attachment "B"

INDEMNIFICATION

Each party shall indemnify and hold harmless the other party and its officers, agents and employees from any and all liability for claims of damage to person or property arising out of, or in any way connected to the Indemnitor's acts or omissions in performing services under this agreement.

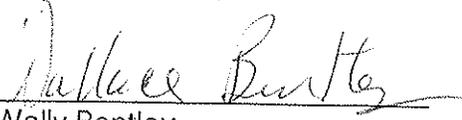
SIGNATURE

IN WITNESS WHEREOF, the Parties have executed this agreement by having their representatives affix their signatures below.

Mason County Public Utility District #3

The City of McCleary

By: 
Wyla Wood
Manager

By: 
Wally Bentley
Mayor

Date: 7-6-07

Date: 6/22/07

ATTACHMENT "B"
TO THE MEMORANDUM OF AGREEMENT
FOR MUTUAL AID

MASON COUNTY PUD 3
 Labor, Vehicle & Equipment F
 2006-2007 Storm Season

	*LOADED PER HOUR	#OVERTIME PER HOUR	*STRAIGHT TIME PER DAY
Line Foreman	\$ 61.90	\$ 91.60	\$ 495.20
Lineman	55.01	81.41	440.08
Apprentice Lineman			
Step 1	40.71	60.24	325.68
Step 2	42.90	63.49	343.23
Step 3	45.12	66.76	360.96
Step 4	46.21	68.38	369.68
Step 5	47.87	70.84	382.96
Step 6	52.26	77.34	418.08
Utility Person	37.59	55.63	300.72
Journeyman Mechanic	48.25	71.40	386.00
General Foreman	64.37	95.26	514.96

(*Includes 15% Supervisory OH and 58% Labor OH)

(#Includes 15% Supervisory OH and 13% Labor OH)

FOUR MAN CREW - UG & OH

Foreman	\$ 61.90	\$ 91.60	495.20
Two Lineman	110.02	162.82	880.16
Utility Person	37.59	55.63	300.72
Total	\$ 209.51	\$ 310.05	1,676.08

THREE MAN CREW - UG & OH

Foreman	\$ 61.90	\$ 91.60	495.20
Lineman	55.01	81.41	440.08
Utility Person	37.59	55.63	300.72
Total	\$ 154.50	\$ 228.64	1,236.00

TRANSPORTATION RATES

80 foot bucket	\$ 15.00
Backhoe/trailer	16.00
Digger derrick	15.00
Flatbed with boom	15.00
Personnel lift	15.00
UG service truck	15.00
OH wire puller	9.00
Pole trailer	9.00
Pickup truck	9.00
Wire stringing trailer	9.00
UG service van	9.00

ATTACHMENT "A"
TO THE MEMORANDUM OF AGREEMENT
FOR MUTUAL AID

Mason County Public Utility District #3

Contact Name		Phone/Fax/Email
Bob Smith Operations Manager	(day) (cell) (pager) (fax) (email)	(360) 432-5268 (360) 490-0038 (360) 534-8684 (360) 426-6320 <u>bobs@masonpud3.org</u>
Alternate: Jim Craker Shelton Line Superintendent	(day) (cell) (pager) (fax) (email)	(360) 432-1540 (360) 490-5451 (360) 971-1764 (360) 432-1578 <u>jimc@masonpud3.org</u>
Alternate: Terry Peterson Engineering Manager	(day) (cell) (fax) (email)	(360) 432-5266 (360) 490-4720 (360) 426-6320 <u>terryp@masonpud3.org</u>
Back up: Operator		(360) 426-8255