

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT entered into by and between the CITY OF McCLEARY, a municipal corporation organized under Title 35A of the Revised Code of Washington, hereinafter "CITY"; and McCLEARY SCHOOL DISTRICT NUMBER 65, a municipal corporation organized under Title 28A of the Revised Code of Washington, hereinafter "DISTRICT".

R E C I T A L S:

1. The CITY and DISTRICT are municipal corporations authorized to enter into interlocal agreements.
2. The DISTRICT currently is undertaking a project which has as one of its elements a change in the electrical distribution system for its school site.
3. The CITY has received the DISTRICT's request to undertake the provision and installation of certain transformers as more fully set out in Exhibit Number 1. The CITY is willing to undertake this service for the DISTRICT so as to facilitate the construction project.

4. The parties wish to memorialize their agreement.
NOW, THEREFORE, it is agreed as follows:

SECTION I: The CITY shall provide to the DISTRICT and install those certain items set forth in Exhibit Number 1. The estimated cost of the items are as set forth upon Exhibit Number 1, as is the estimated cost of installation. The parties specifically agree the DISTRICT shall reimburse the CITY for the actual costs of the transformers and the materials and supplies necessary to install them, as well the labor costs incurred by the CITY in carrying forth the provision and installation of the items involved.

SECTION II: The DISTRICT shall defend, indemnify, and hold the CITY, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits, including attorneys' fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the CITY.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the DISTRICT and the CITY, its officers, officials, employees, and volunteers, the DISTRICT's liability hereunder shall be only to the extent of the

DISTRICT's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the DISTRICT's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been *mutually negotiated* by the parties. The *provisions* of this section shall survive the expiration or termination of this Agreement.

SECTION III: EFFECTIVE DATE & TERMINATION

A. This agreement shall be deemed to become effective upon the date of the execution of the the last signing of the parties. It shall remain in full force and effect until the earlier occurring of the following:

1. Completion of the project.
2. One of the parties gives written notice of its intention to terminate its involvement and participation in the agreement. Such termination shall be effective thirty days following the date the notice of termination is given.

B. Termination shall not:

1. Affect the responsibility of any party to pay any moneys which are owing to the other party under the terms of this Agreement.

2. Relieve a party of the duty to complete the performance of contract or service assumed hereunder, upon which

performance had commenced prior to the giving of notice of termination.

SECTION IV: In the event of any litigation arising out of this contract, the parties agree the courts of the County of Grays Harbor shall be the courts of proper venue. Further, in addition to any other relief granted to the prevailing party, the prevailing party shall be entitled to a judgment for such sum as the court determines to represent reasonable attorneys' fees and costs incurred in the litigation by the prevailing party.

SECTION V:

A. The parties agree that this writing represents the entire agreement between the parties and constitutes an integration of all negotiations.

B. All notices shall be in writing. Any notice to be given to the CITY shall be given to the Clerk Administrator of the CITY. Any notice to be given to the DISTRICT shall be given to the DISTRICT's Superintendent. If mailed, they shall be deemed received upon the third business day following their mailing, properly addressed and postage prepaid, to the address stated below. If personally delivered, they shall be deemed received upon the date of actual receipt. For purposes of receipt of notice, the CITY's address is 100 S. 3rd Street,

McCleary, Washington 98557. The DISTRICTS' s address shall be 611 South Main, McCleary, Washington 98557.

C. If any section, provision, or part hereof shall be adjudged to be invalid by a Court of competent jurisdiction, such adjudication shall not affect the validity of this Agreement as a whole or any section, provision, or part thereof not adjudged invalid.

D. Each party executing this Agreement represents that they have been authorized to execute the Agreement upon behalf of the party for whom they are signing.

SECTION VI: The DISTRICT shall take such steps as may be necessary to file this Interlocal Agreement with the necessary parties.

DATED: 8.1.08

MCCLEARY SCHOOL DISTRICT NUMBER #65

By [Signature]
CHAIRMAN OF THE BOARD
for the Chairman

By [Signature]
SECRETARY OF THE BOARD

APPROVED AS TO FORM:

Attorney

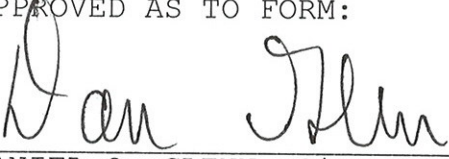
CITY OF McCLEARY:


WALLACE BENTLEY, Mayor

ATTEST:


DONNIE ROSTEDT, Clerk-Treasurer

APPROVED AS TO FORM:


DANIEL O. GLENN, City Attorney



City of McCleary
Home of the McCleary Bear Festival

CITY OF McCLEARY

100 SOUTH 3RD STREET
McCLeARY, WASHINGTON 98557
360-495-3667 FAX 360-495-3097

ESTIMATE

Exhibit A

CUSTOMER

NAME:	McCleary Grade School		
ADDRESS:	611 S Main St		
CITY:	McCleary	WA	ZIP 98557
PHONE:	360-495-3204		

DATE:	7/17/2008
ESTIMATE #:	07.17.08.01
U.G. Primary	Upgrade

QTY	UNITS	DESCRIPTION	UNIT PRICE	TOTAL
			\$	-
20	Hrs	Labor	225.00	\$ 4,500.00
			\$	-
8		Manlift	30.00	\$ 240.00
4		Boom Truck	30.00	\$ 120.00
4		Dump Truck	30.00	120.00
			\$	-
4		Cross Arm 8"	50.16	\$ 200.64
12		Ins. D.E, 4"	16.27	\$ 195.24
2		Sec Spool	2.40	\$ 4.80
2		Sec Clevis	7.97	\$ 15.94
7		Gnd Rod	12.23	\$ 85.61
1		Strandwise	23.61	\$ 23.61
1		Preform	3.16	\$ 3.16
1		Guy Hook	3.51	\$ 3.51
1		Guy Ins	7.66	\$ 7.66
1		Guy Guard	6.51	\$ 6.51
2		D.E. Aut Flex #2 ACSR	13.56	\$ 27.12
6		D.E.Shoe #2 ACSR	19.94	\$ 119.64
16		1 HPW Conn	6.67	\$ 106.72
22		#2 Fargo	4.22	\$ 92.84
3		200 Amp Cutout w/ shield	200.30	\$ 600.90
6		Hot Line Clamp "A"	11.88	\$ 71.28
3		Surge Arrestor 3KV	46.97	\$ 140.91
3		Outdoor Terminator	28.71	\$ 86.13
3		Stem Connector	6.23	\$ 18.69
9		Loadbreak Elbow	43.55	\$ 391.95
6		Parking Stand	57.82	\$ 346.92
9		Protective End Cap	35.01	\$ 315.09
9		Cold Shrink	13.96	\$ 125.64
110		Sch 40 PVC 2"	12.84	\$ 1,412.40
3		Sch 80 PVC 2"	19.14	\$ 57.42
12		90° Bend 2" x 36"	10.77	\$ 129.24
12		End Bell 2"	2.59	\$ 31.08
4		Stand off	13.30	\$ 53.20
1		MS6255 Vault w/ MS 6261 Cover	3,644.00	\$ 3,644.00
1		MS 6288 Vault w/ MS6292 Cover	4,998.35	\$ 4,998.35
			\$	-

