

INTERLOCAL AGREEMENT BETWEEN PUBLIC UTILITY DISTRICT No. 1 OF
MASON AND PUBLIC UTILITY DISTRICT ONE OF JEFFERSON COUNTY TO
PROCURE TURBOWEST DIGITAL NETWORK SOFTWARE AND RADIOS

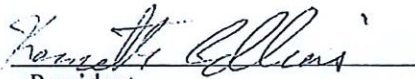
1. **Parties.** THIS INTERLOCAL AGREEMENT ("Agreement") is entered into by and between Public Utility District No. 1 of Mason County (herein after "Mason PUD 1") a municipal corporation organized under the law of the State of Washington and Public Utility District No. 1 of Jefferson County (herein after "JPUD") a municipal corporation organized under the law of the State of Washington.
2. **Purpose of Agreement.** The purpose of this Agreement is to allow JPUD to procure the TURBOWEST DIGITAL NETWORK software and radios as a "piggy back" on to the MPUD procurement of this product which will allow JPUD to eliminate a separate RFP process. With the joint use of the digital network it will enable both PUD's to work together during storm events and other time the mutual aid agreement is used.
3. **Procurement Exception.** JPUD acknowledges this product is unique and procurement is subject to RCW 39.04.270 which allows all local governments in Washington to use a competitive negotiation process when purchasing telecommunications and electronic data processing equipment instead of traditional competitive bidding.
4. **Indemnification.** Each party to this Agreement shall defend, indemnify and hold the other party, its appointed and elected officers and employees, harmless from claims, actions, injuries, damages, losses or suits including attorney fees, by third parties arising or alleged to have arisen directly or indirectly out of or in consequence of the performance of this Agreement to the extent caused by the fault of negligence of the indemnitor, its appointed or elected officials, employees, officers, agents, assigns, volunteers or representatives.
5. **Jurisdiction and Venue.** This agreement is governed by the laws of the State of Washington. Any dispute shall be resolved by private arbitration. In the event of a dispute, the Parties shall meet and discuss the terms and conditions of a private arbitration. Failing such agreement, they will submit their dispute to the Washington Arbitration and Mediation Service (WAMS) in Seattle and proceed under WAMS rules.
6. **Non-Discrimination.** The parties shall not discriminate in any manner related to this Agreement on the basis of race, color, national origin, sex, sexual orientation, religion, age, marital status or disability in employment of the provision of services.
7. **Severability.** If any provision of the Agreement shall be held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to serve the

purposes and objectives of all Parties.

8. **Entire Agreement.** This Agreement constitutes the entire agreement between Parties. Any modifications or amendments to this Agreement shall be in writing and shall be signed by each party:
9. **Compliance with RCW 39.34.040.** Pursuant to RCW 39.34.040, this Agreement shall be filed with the Mason 1 PUD County Auditor or alternatively, listed by subject on the public web site of the Parties hereto or on other electronically retrievable public source.
10. **No Separate Entity.** It is not contemplated that any property, real or personal, will be acquired by either jurisdiction separately or jointly as a result of this agreement. No separate fund shall be established, and no legal entity is created by this agreement.

DATED THIS 27 DAY OF Nov, 2017.

PUBLIC UTILITY DISTRICT #1 OF
JEFFERSON COUNTY



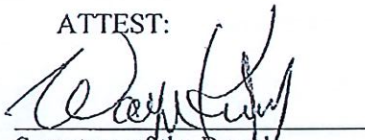
President
Kenneth Collins

PUBLIC UTILITY DISTRICT #1
OF MASON 1 PUD COUNTY



President

ATTEST:



Secretary of the Board
Wayne King