

INTERLOCAL AGREEMENT
Establishing the
CENTRAL WASHINGTON PUBLIC UTILITIES
Administrative Agency

WHEREAS Chapter 39.34, Revised Code of Washington provides for Agreements for joint or cooperative action by public agencies, and

WHEREAS

Public Utility District No. 1 of Benton County (Benton),
Public Utility District No. 1 of Douglas County (Douglas),
Public Utility District No. 1 of Ferry Country (Ferry),
Public Utility District No. 1 of Franklin County (Franklin),
Public Utility District No. 2 of Grant County (Grant),
Public Utility District No. 1 of Okanogan County (Okanogan), and
Public Utility District No. 1 of Pend Oreille County (Pend Oreille),

hereinafter called "Members" desire to enter into an Agreement to create an administrative organization to exercise certain joint powers for cooperative action,

NOW THEREFORE BE IT RESOLVED THAT:

1. The name of the organization shall be the Central Washington Public Utilities (CWPU).
2. The purpose of the organization will be:
 - (a) To make rules for and provide joint conduct of collective bargaining activities dealing with certain wage, hour and conditions of employment provisions found in the first six (6) articles of the Members' respective collective bargaining agreements with Local Union No. 77 of the International Brotherhood of Electrical Workers (IBEW), as well as general wage provisions and other specific provisions identified and agreed upon during the course of collective Bargaining. Those employees of its Members for whom collective bargaining will be conducted

by CWPU are employees whose types of employment and classifications are found in the collective bargaining agreements between Local Union No. 77 IBEW, and Benton, (Article 9), Douglas (Article 9), Ferry (Article 9), Franklin (Article 9), Grant (Article 9), Okanogan (Article 12) and Pend Oreille (Article 9).

- (b) To obtain, assemble and disseminate to its Members collective bargaining and labor relations data, statistics and information.
 - (c) To provide labor relations and collective bargaining services to individual Member utilities as required.
 - (d) To coordinate and exchange labor relations and collective bargaining information with non-member utilities and others as directed by the Board.
3. The organization will be governed by a Board consisting of one (1) Representative from each Member utility, who shall be an employee of that utility and shall, along with any delegate, be identified in writing to the Chair. Member utilities may, if they wish, designate one or more Alternate Representatives who may act on behalf of the Member in the absence of the Representative.
4. The officers of the CWPU Board shall be Chair and Vice Chair, each of whom may be either the Primary or Alternate Representative of one of the Members. The Chair and Vice Chair shall be elected by vote of at least five (5) Members present at the annual meeting and shall serve for a term of three (3) years, provided Members may stipulate a different term at the time of election of the officers, if deemed appropriate. A vacancy in the offices of Chair or Vice-Chair shall be filled by election by an affirmative vote of five (5) or more Members at a duly called meeting
5. An annual meeting shall be held in the third quarter of each year at a date, time and location determined by the Chair. Additional meetings (including telephone conference or other meeting methods) shall be held at dates, times and places as determined by the Chair or upon the request of any two (2) Members. Five (5) Members represented at a meeting properly called shall constitute a quorum for the conduct of business and a majority vote shall be required for action except as provided next. Collective bargaining matters shall be decided by an affirmative vote of five (5) or more Members with each Member being accorded the opportunity to register a vote.

6. By mutual agreement, any Member utility may provide personnel, payroll, accounting and administrative support to CWPU. Cost sharing shall be in accordance with the formula set forth in Section 7 of this Agreement as amended from time to time by an affirmative vote of five (5) or more Members. All Members shall be given at least ten (10) days prior notice of any meeting at which changes in the cost-sharing formula are to be considered. Annual budgets shall be prepared by the Chair. The fiscal year shall be August 1 to July 31. Adoption of the budget shall require the affirmative vote of five (5) or more Members. The CWPU shall not establish any bank accounts or hold any cash or investments. There shall be no Treasurer or treasury functions. All costs shall be paid by members directly to vendors and service providers based on the Section 7 formula.
7. The CWPU organization shall not acquire, purchase, obtain or hold any real property. Personal property shall be disposed of in accordance with applicable laws. Any proceeds from the disposition of personal property or any costs associated with the administration of the Interlocal Agreement shall be allocated to the Members in accordance with the following formula: 50% of the CWPU costs or property value allocated equally among the Members; provided however, any Member with fewer than 50 full time employees shall be allocated one-half as much of this "equal" share as members with more than 50 full time employees, with the remaining one-half to be allocated equally among the remaining Members; plus 50% of the CWPU costs or property value based upon the ratio of Member employees to the total number of CWPU employees.
8. This Agreement may be amended from time to time by an affirmative vote of five (5) or more Members.
9. By an affirmative vote of five (5) or more Members, rules may be adopted to implement the intent of this Agreement and for the conduct of the CWPU business.
10. Any Member may withdraw from the organization by presenting written notice of intent to withdraw to the Chair on or before the beginning of the CWPU fiscal year, which commences August 1 annually. The Member serving notice shall be considered disaffiliated at the end of the fiscal year succeeding such notice or the expiration date of the current collective bargaining agreement, whichever is longer. A withdrawn Member shall have no claim to, nor any right, title, or interest in any money or assets held by CWPU.
11. This Agreement is effective November 1, 2009, cancels and supersedes all previous CWPU interlocal agreements, and will remain in effect until terminated by an affirmative vote of five (5) or more Members.

12. If any of the provisions of this Agreement are found to be in violation of the Interlocal Cooperation Act or of the laws governing the Public Utility Districts and/or Joint Operating Agencies, the remainder of the provisions shall remain in full force and effect.
13. The Members shall execute their rights and discharge their duties as set forth in this Agreement in good faith, with the objective of acting to achieve the efficient and cost-effective operation of CWPU. Members shall attempt to resolve any disputes arising from the terms of this Agreement. In the event of a dispute, the Members shall consult and exercise reasonable efforts to arrive at an amicable resolution of the dispute. Failing that, in any suit, action or other proceeding at law or in equity to interpret, enforce, or implement any of the terms, covenants, or conditions of this Agreement, the Member substantially prevailing in such suit, action or proceeding shall be paid all of its reasonable attorneys' fees and costs, including on any appeal, by the losing Member(s). If there is no prevailing Member, the Members that are party to the dispute shall each bear their own attorneys' fees and costs.
14. For the convenience of the Members, this Agreement may be executed in counterparts, and each shall be considered an original when the signature of each party has been obtained.
15. This Agreement shall be governed and interpreted under the laws of the State of Washington.
16. Members consent to the personal jurisdiction of the courts of the state of Washington with respect to any lawsuit to interpret or enforce this Agreement. The venue of any such lawsuit shall be the county of the Chair's utility at the time of the filing of the lawsuit.
17. Members shall not assign their interests or obligations under this Agreement without the prior written consent of all other Members. This Agreement shall inure to the benefits of and shall bind the respective assigns. There are no unspecified third party beneficiaries of this Agreement, and nothing contained in this Agreement is intended to confer any right or interest on anyone other than the Members, their respective successors, assigns and legal representatives.
18. No provision of this Agreement may be waived except as documented or confirmed in writing. Any waiver at any time by a Member of its right with respect to a default under this Agreement, or with respect to any other matter arising in connection therewith, shall not be deemed a waiver with respect to any subsequent default or matter.

19. Each Member of this Agreement represents that it has the authority to execute this Agreement and that it has been duly authorized to enter into this Agreement and that the person executing this Agreement on its behalf is authorized to do so.
20. Each Member shall pay the costs of their respective representatives to the CWPU organization, except that the costs associated with hosting meetings may be submitted for reimbursement according to Section 7.
21. The Members and their Representatives agree to abide by all applicable laws and regulations. The Washington Public Records Act shall apply to the books and records of CWPU. As applicable, the records of CWPU shall be made available to the Washington State Auditor as provided by law.
22. Each Member agrees to indemnify CWPU and its other Members for claims made against CWPU and its other Members arising out of the actions and activities of a Member or its Representative(s).
23. Each Member agrees to file this Agreement with Member's County Auditor or to post this Agreement on the Members' website or other electronically retrievable public source as authorized by RCW 39.34.040.

AGREEMENT

DISTRICTS:

Public Utility District No. 1 of Benton County (Benton)

By 
Its GENERAL MANAGER

Public Utility District No. 1 of Douglas County (Douglas)

By _____
Its _____

Public Utility District No. 1 of Ferry County (Ferry)

By _____
Its _____

Public Utility District No. 1 of Franklin County (Franklin)

By _____
Its _____

Public Utility District No. 2 of Grant County (Grant)

By _____
Its _____

Public Utility District No. 1 of Okanogan County (Okanogan)

By _____
Its _____

Public Utility District No. 1 of Pend Oreille County (Pend Oreille)

By _____
Its _____

DISTRICTS:

Public Utility District No. 1 of Benton County (Benton)

By _____
Its _____

Public Utility District No. 1 of Douglas County (Douglas)

By W. C. Dobbin
Its General Manager

Public Utility District No. 1 of Ferry County (Ferry)

By _____
Its _____

Public Utility District No. 1 of Franklin County (Franklin)

By _____
Its _____

Public Utility District No. 2 of Grant County (Grant)

By _____
Its _____

Public Utility District No. 1 of Okanogan County (Okanogan)

By _____
Its _____

Public Utility District No. 1 of Pend Oreille County (Pend Oreille)

By _____
Its _____