

INTERLOCAL COOPERATION AGREEMENT

THIS AGREEMENT, effective upon full execution, is by and between the City of Soap Lake (“City”), and Public Utility District No. 2 of Grant County, Washington (“the District”) sometimes referred to as “Party” or collectively the “Parties”.

Recitals:

Public Utility Districts and Cities are authorized, pursuant to RCW Chapters 39.34 and Titles 54 and 35A, to enter into cooperative agreements for the efficient use of resources; and

The District and City desire to enter into an agreement to allow the City’s camera equipment to be installed, maintained and removed on District-owned street light and distribution poles; and

The District is defined as any employee, contractor or agent of Public Utility District No. 2 of Grant County, Washington; and

The City is defined as any employee, contractor or agent of City of Soap Lake, Washington.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. Scope of Services

The purpose of this Agreement is to set forth the terms and conditions under which the District and the City will cooperatively participate to provide the District-owned existing street light and distribution pole locations for the City’s camera equipment. This Agreement shall include, but not be limited to, the following provisions from both Parties:

A. Installation and Relocation of Facilities

1. Prior to installation of the City’s camera equipment on any District-owned street light and distribution poles, the City shall make an application to the District and shall obtain the District’s written approval for said installation(s). Applications shall be submitted on the District’s current Service Connection Agreement Form and application shall be accompanied by a District map bearing the City’s name and showing the number and location of the street light and distribution poles on which the City desires to locate or remove facilities. The City shall supply marked-up District maps of affected area(s). Copies of the District maps may be obtained by contacting the Power Delivery Engineering Department in Ephrata, Washington.
2. The City may install and/or remove all of the City’s camera equipment on District-owned street light and distribution poles. Camera equipment is allowed on street light and distribution poles only. The City’s camera equipment must be installed at least forty inches (40”) below any secondary electrical connections on the District-owned street light and distribution poles. The District shall install or disconnect and remove the secondary connection cord from the power distribution source. The City’s camera equipment is not allowed on any District-owned transmission poles.
3. The City shall provide all camera equipment and hardware. The equipment may include, but not be limited to a sensor, mounting bracket, power cable, fusing device,

power supply, power interface and various miscellaneous electrical connectors. The District shall install the power source and streetlight photocell adapter as requested by the City.

4. If, in the judgment of the District, the accommodation of any of the City camera equipment shall necessitate the rearrangement of facilities on an existing pole or the replacement of an existing pole to provide adequate pole facilities, the District shall indicate on such application the necessary changes and the estimated cost thereof and return such application to the City; and if the City shall still desire to use such pole and shall return the application marked so to indicate, the District shall provide new pole facilities and the City shall incur those costs and make payment to the District. The City agrees to pay costs pursuant to the District labor rates used as are listed in the current Collective Bargaining Agreement between the District and Local Union 77 of the International Brotherhood of Electrical Workers. Work classifications are, but shall not be limited to, Lineman, Foreman, and On-Call Flagger.
5. If, in the judgment of the District, an existing street light or distribution pole or poles require relocation or removal due to normal system maintenance, improvements or system outage, the District shall make such transfers or rearrangements of its existing facilities as may be required. The District shall notify the City of such transfers or rearrangements prior to relocating any existing camera equipment. If the City agrees to the relocation of any existing camera equipment, all costs by the District to relocate existing camera equipment shall be billed to the City. Any expense or lost time incurred by not having the camera equipment in service during maintenance, improvements or system outage shall be incurred by the City.

B. Power Consumption

The City has informed the District that each camera equipment location consumes a constant 19.5 watts per hour. The District shall use 0.0195 kW/h per location to estimate a totalized monthly power consumption of all locations in accordance with the current District Rate Schedules. Each camera equipment location is non-metered and the District shall establish one (1) totalized account with the City under Rate Schedule 2. Payment by the City shall comply per the District's current customer service policy. Should power consumption or the District's Rate Schedules change, the District shall revise and comply with the current customer service policy in future billings to the City.

2. Term

This Agreement shall be effective upon execution by all Parties and remain in full force and effect until December 31, 2027 and may be terminated earlier by written notice issued to the other Party at least thirty (30) days in advance of the requested termination date.

3. Payment

A. City shall make reimbursement payments to the District as follows:

City shall reimburse the District for actual physical installation costs incurred under this Agreement. The District will bill City for power usage which will be billed separately.

B. The District shall submit invoices upon completion of each job to the attention of:

City of Soap Lake
Attn: Ryan Cox, Chief of Police
PO Box 1270
Soap Lake, WA 98851

4. Hold Harmless and Indemnification

The City shall, at its sole expense, indemnify, defend, save, and hold harmless the District, its officers, agents, and employees from all actual or potential claims or losses, including costs and legal fees at trial and on appeal, and damages or claims for damages to property or persons, suffered by anyone whomsoever, including the District, to the extent caused by any negligent act of or omission of the City or its subcontractors, excluding damages caused by the negligence of the District, in the administration or performance of this Agreement or any subcontracts, and for which either of the parties, their officers, agents, or employees may or shall be liable. In situations where liability for damages arises from claims of bodily injury to persons or damage to property, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the City or its subcontractors. The City waives its immunity under industrial insurance, Title 51 RCW, to the extent necessary to effectuate this indemnification/hold harmless agreement. The City's indemnification obligation shall not apply to liability for damages arising out of bodily injury to a person or damage to property caused by the negligence of the District or its agents or employees and not attributable to any act or omission on the part of the City. In the event of damages to a person or property caused by or resulting from the concurrent negligence of District or its agents or employees and the City or its agents or employees, the City's indemnity obligation shall apply only to the extent of the City's (including that of its agents and employees) negligence.

The City acknowledges that by entering into this Agreement with the District, it has mutually negotiated the above indemnity provision with the District. The City's indemnity and defense obligations shall survive the termination or completion of the Agreement and shall remain in full force and effect until satisfied in full.

5. Insurance

Throughout the life of this Agreement, the City shall maintain in full force and effect with a carrier or carriers selected by the City and satisfactory to the District, the following insurance:

Commercial general liability insurance, covering all operations by or on behalf of the City against claims for bodily injury (including death) and property damage (including loss of use) with a minimum limit of \$2,000,000 per occurrence for bodily injury and property damage combined, provided that policy aggregates, if any, shall apply separately to each annual policy period. The insurance will be on an occurrence basis and shall include products/completed operation and contractual liability coverage.

Contractors – The City shall ensure that any Contractor meets the applicable insurance requirements and specifications of this Agreement. All coverage for Contractors shall be subject to all the requirements stated herein and applicable to their profession. The City shall furnish the District with copies of certificates of insurance evidencing coverage for each Contractor and naming the District as additional insured.

The City will give the District thirty (30) days' notice of cancellation of or material change to the aforementioned insurance policies. With respect to all insurance required in this section, a properly executed Certificate of Insurance naming the District as an additional insured shall be filed with the District prior to any installation of any said equipment upon said poles and prior to the expiration of each policy year thereafter. Such insurance will be primary with respect to any insurance carried by the District.

6. Administrators

This Agreement shall be jointly administered by a representative of the District and a representative of the City. Absent written notice by one Party to the other, the administrators shall be: For the District – Art Anderson; for the City – Ryan Cox.

7. Notices

Any notice or other communication under this Agreement given by either Party shall be sent via email to the email address listed below, or mailed, properly addressed and stamped with the required postage, to the intended recipient at the address and to the attention of the person specified below and shall be deemed served when received and not mailed. Either Party may from time to time change such address by giving the other Party notice of such change.

District
Art Anderson
Public Utility District No. 2
of Grant County, Washington
PO Box 878
154 A Street SE
Ephrata, WA 98823
(509) 793-1550
aanders@gcpud.org

City of Soap Lake
Attn: Ryan Cox, Chief of Police
PO Box 1270
Soap Lake, Washington 98851
(509) 246-1122
slpd501@outlook.com

8. Applicable Law

This Agreement is made, executed under and is to be governed by, construed and enforced in accordance with the laws of the State of Washington. In the event of a suit, the undersigned agree that a visiting judge shall be assigned to the case so that a resident judge, who is also a customer of either the City or the District, will not hear the case. The substantially prevailing Party in any legal action herein shall be entitled to reasonable attorney fees and all reasonable costs, including, but not limited to, expert witness fees and travel and lodging expenses.

9. Amendments

Any modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement shall be binding only if evidenced in writing signed by each Party or any authorized representative of each Party and shall be made on the Change Order Form attached as Appendix "A". This Agreement constitutes the entire agreement between the parties, and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding on either Party except to the extent incorporated in this Agreement.

10. Relationship of the Parties

No agent, employee or representative of the District shall be deemed to be an agent, employee, or representative of the City for any purpose, and the employees of the District are not entitled to any of the benefits the City provides to the City employees. No agent, employee or representative for the City shall be deemed to be an agent, employee or representative of the District for any purpose, and the employees of the City are not entitled to any of the benefits the District provides to the District employees.

11. Public Records Act

The District and the City are subject to the disclosure obligations of the Washington Public Records Act of Chapter RCW 42.56. The District and the City expressly acknowledges and agree that any information the District or City submits is subject to public disclosure pursuant to the Public Records Act or other applicable law. In the event of a public records request involving the records of the other Party, the Party subject to the public records request shall notify the other party and allow them five (5) days to seek a protective order or equivalent. In the event the other party elects to obtain a protective order or equivalent, or legally contests and avoids such disclosure, the Party subject to the public records request shall fully cooperate with the other Party.

12. Assignment

Either Party may not assign this Agreement, in whole or in part, voluntarily or by operation of law, unless approved in writing by the District.

13. Counterparts

This Agreement may be executed in any number of counterparts with the same effect as if all parties to this Agreement had all signed the same document. All executed current parts shall be construed together, and shall, together with the test of this Agreement, constitute one and the same instrument.

14. Filing

The administrators shall, in compliance with RCW 39.34, upon execution of this Agreement, file copies of the Agreement with their respective county auditors or, alternatively, post an electronic copy of the Agreement on the Parties' websites at www.grantpud.org for the District and www.cityofsoaplake.org for the City.

15. Authority

Each person signing this Agreement has the full authority of the Parties on behalf of which they are signing to execute this Agreement and to bind those parties to the terms of this Agreement.

IN WITNESS WHEREOF, each Party to this Agreement has caused it to be executed on the date indicated below.

Public Utility District No. 2
of Grant County, Washington

City of Soap Lake

By: 
566541EF21174FE...

By: 
8/7/2017 9:32:26 AM PDT

Name: Stephen Fisher

Name: Raymond Gravelle

Title: Managing Director - Power Delivery

Title: MAYOR

Date: 8/4/2017

Date: 08/07/2017

APPENDIX "A"
CHANGE ORDER
NO. __

Pursuant to Section 9, the following changes are hereby incorporated into this Contract:

- A. Description of Change:

- B. Time of Completion: The time of completion shall be increased (decreased) by ____ days. The revised completion date shall be _____.
OR
The completion date shall remain _____.

- C. Contract Price Adjustment: As a result of this Change Order, the not to exceed Contract Price shall remain unchanged (be increased/decreased by the sum of \$_____ plus applicable sales tax). This Change Order shall not provide any basis for any other payments to or claims by the Contractor as a result of or arising out of the performance of the work described herein. The new total revised maximum Contract Price is \$_____, including changes incorporated by this Change Order.

- D. Except as specifically provided herein, all other Contract terms and conditions shall remain unchanged.

Public Utility District No. 2
of Grant County, Washington

City of Soap Lake

Accepted By: _____

Accepted By: _____

Name of Authorized Signature
Title

Name of Authorized Signature
Title

Date: _____

Date: _____