

INTERLOCAL COOPERATION AGREEMENT

THIS AGREEMENT is made by and between GRANT COUNTY, WASHINGTON (“Grant County”), and PUBLIC UTILITY DISTRICT NO. 2 OF GRANT COUNTY, WASHINGTON (“Grant PUD”) sometimes referred to as “Party” or collectively the “Parties”.

Recitals:

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

Grant PUD desires to enter into an agreement to allow Grant County’s camera equipment to be installed, maintained and removed on Grant PUD owned street light and distribution poles; and

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

Grant County is defined as any employee, contractor or agent of Grant County, 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 Grant PUD and Grant County shall cooperatively participate to provide Grant PUD-owned existing street light and distribution pole locations for Grant County 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 Grant County camera equipment on any Grant PUD street light and distribution poles, Grant County shall make an application to Grant PUD and shall obtain Grant PUD’s written approval for said installation(s). Applications shall be submitted on Grant PUD’s, current Service Connection Agreement Form and application shall be accompanied by a Grant PUD map bearing Grant County’s name and showing the number and location of the street light and distribution poles on which Grant County desires to locate or remove facilities. Grant County shall supply marked-up Grant PUD maps of affected area(s). Copies of Grant PUD maps may be obtained by contacting the Distribution Engineering Department in Ephrata, Washington.
2. Grant County may install and/or remove all of Grant County’s camera equipment on Grant PUD-owned street light and distribution poles. Camera equipment is allowed on street light and distribution poles only. Grant County’s camera equipment must be installed at least forty inches (40”) below any secondary electrical connections on the Grant PUD-owned street light and distribution poles. Grant PUD shall install or disconnect and remove the secondary connection cord from the power distribution source. Grant County’s camera equipment is not allowed on any Grant PUD-owned transmission poles.

3. Grant County 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. Grant PUD shall install the power source and streetlight photocell adapter as requested by Grant County.
4. If, in the judgment of Grant PUD, the accommodation of any of Grant County camera equipment shall necessitate the rearrangement of facilities on an existing pole or the replacement of an existing pole to provide adequate pole facilities, Grant PUD shall indicate on such application the necessary changes and the estimated cost thereof and return such application to Grant County; and if Grant County shall still desire to use such pole and shall return the application marked so to indicate, Grant PUD shall provide new pole facilities and Grant County shall incur those costs and make payment to Grant PUD. Grant County agrees to pay costs pursuant to the Grant PUD labor rates used as are listed in the current Collective Bargaining Agreement between Grant PUD 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 Grant PUD, an existing street light or distribution pole or poles require relocation or removal due to normal system maintenance, improvements or system outage, Grant PUD shall make such transfers or rearrangements of its existing facilities as may be required. All costs by Grant PUD to relocate existing camera equipment shall be billed to Grant County. Any expense or lost time incurred by not having the camera equipment in service during maintenance, improvements or system outage shall be incurred by Grant County.

B. Power Consumption

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

2. Term

This Agreement shall be effective upon full execution and shall remain in full force and effect until terminated by either Party with thirty (30) days prior written notification.

3. Payment

- A. Grant County shall make reimbursement payments to Grant PUD as follows:

Grant County shall reimburse Grant PUD for actual physical installation costs incurred under this Agreement. Grant PUD will bill Grant County for power usage which will be billed separately.

B. Grant PUD shall submit invoices upon completion of each job to the attention of:

Grant County Technology Services  
Attn: Gary H. Baker, Director of Technology Services  
37 C Street NW  
Ephrata, WA 98823

4. Indemnification

Grant PUD and Grant County agree to hold each other harmless and indemnify one another for any acts of negligence committed or caused by one of them or their agents, consultants, employees or sub-contractors against the other or a third party including, but not limited to, property damage, cost, charge or expense, whether direct or indirect and whether occasioned by injury or loss to persons or property. This indemnity obligation specifically includes liability or alleged liability that may arise from injury or loss suffered by any employee of Grant PUD or any subcontractor regardless of any immunity provided by the Washington Industrial Insurance Act, RCW Title 51, or any other applicable law.

5. Insurance

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

**Commercial general liability insurance**, covering all operations by or on behalf of Grant County 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.

**Subcontractors** - Contractor shall ensure that each Subcontractor meets the applicable insurance requirements and specifications of this Contract. All coverage for Subcontractors shall be subject to all the requirements stated herein and applicable to their profession. Contractor shall furnish Grant PUD with copies of certificates of insurance evidencing coverage for each Subcontractor and naming Grant PUD as additional insured.

Grant County will give Grant PUD 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 Grant PUD as an additional insured shall be filed with Grant PUD 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 Grant PUD.

6. Administrators

This Agreement shall be jointly administered by a representative of Grant PUD and a representative of Grant County. Absent written notice by one Party to the other, the administrators shall be: For Grant PUD – Art Anderson; for Grant County – Chair Board of County Commissioners (BOCC).

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.

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

Grant County  
Chair, BOCC  
Grant County Commissioners  
35 C Street NW  
Ephrata, WA 98823  
(509) 54-2011 Ext. 2928  
commissioners@grantcountywa.gov

8. Jurisdiction and Attorney Fees

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 with venue in Grant County. In the event a dispute arises between the Parties with respect to this Agreement, each Party agrees to use all good faith efforts to resolve any such dispute. In the event the Parties cannot resolve their dispute, the Parties hereby agree to submit the dispute to a single mediator to mediate a binding resolution of their dispute, each side agreeing to pay fifty percent (50%) of the costs and fees of the mediator. In the event litigation is necessary 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 Grant County or Grant PUD, 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 Grant PUD shall be deemed to be an agent, employee, or representative of Grant County for any purpose, and the employees of Grant PUD are not entitled to any of the benefits Grant County provides to Grant County employees. No agent, employee or representative for Grant County shall be deemed to be an agent, employee or representative of

Grant PUD for any purpose, and the employees of Grant County are not entitled to any of the benefits Grant PUD provides to Grant PUD employees.

11. Public Records Act

Grant PUD is subject to the disclosure obligations of the Washington Public Records Act of RCW 42.56. Grant County expressly acknowledges and agrees that any information Grant County submits is subject to public disclosure, except as may be specifically exempt from disclosure, pursuant to the Public Records Act or other applicable law and that Grant PUD may disclose Grant County's proposal and/or information at its sole discretion in accordance with its obligations under applicable law.

12. Assignment

Either Party may not assign this Agreement, to any third party, in whole or in part, voluntarily or by operation of law, unless approved in writing by Grant PUD.

13. 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](http://www.grantpud.org) for Grant PUD and [www.grantcountywa.gov](http://www.grantcountywa.gov) for Grant County.

14. 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

GRANT COUNTY, WASHINGTON

By: 

By: 

Andrew Munro  
Director of Customer Service

Richard Stevens, Chair  
Board of County Commissioners

Date: 3/24/2015

Date: March 23, 2015

**APPENDIX "A"**  
**CHANGE ORDER FORM**  
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

FULL LEGAL NAME OF PUBLIC ENTITY

Accepted By: \_\_\_\_\_

Accepted By: \_\_\_\_\_

Name of Authorized Signature  
Title

Name of Authorized Signature  
Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_

SIGNATURE CERTIFICATION

(FOR CORPORATION)

STATE OF \_\_\_\_\_ )

County of \_\_\_\_\_ )

On this day personally appeared before me, (name) \_\_\_\_\_, to me known to be the (title) \_\_\_\_\_ of (company) \_\_\_\_\_, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute the said instrument, and that the statements contained in said instrument and in the attachments thereto are true and correct to the best of his or her knowledge.

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Seal or Stamp)

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Title  
My Appointment Expires \_\_\_\_\_

(FOR PARTNERSHIP OR PROPRIETORSHIP)

STATE OF WA )

County of Govant )

On this day personally appeared before me, (name) Richard Stevens, to me known to be the individual(s) described in and who executed the foregoing instrument, and on oath swore that he or she executed the foregoing instrument at his or her free and voluntary act and deed, for the uses and purposes therein mentioned, and on oath stated that he/she/they are authorized to execute said instrument and that the statements contained in said instrument and in the attachments thereto are true and correct to the best of his or her knowledge.

SUBSCRIBED AND SWORN to before me this 23<sup>rd</sup> day of March, 2015.



(Seal or Stamp)

Barbara J. Vasquez  
Signature of Notary Public

Clerk, Notary  
Title  
My Appointment Expires 10-11-18