

CCPUD SA #09-180

INTERAGENCY AGREEMENT
BETWEEN
THE STATE OF WASHINGTON
DEPARTMENT OF TRANSPORTATION
AND
PUBLIC UTILITY DISTRICT NO. 1 OF CHELAN COUNTY

CONTRACT K204
FOR
CLOSED CIRCUIT TELEVISION VIDEO EXCHANGE

THIS INTERAGENCY AGREEMENT ("Agreement") is made this date by and between WASHINGTON STATE DEPARTMENT OF TRANSPORTATION (WSDOT), a Washington State agency and PUBLIC UTILITY DISTRICT NO. 1 OF CHELAN COUNTY ("District"), a Washington public utility district, sometimes collectively referred to as the "Parties".

RECITALS

1. District owns and operates a closed circuit television video system ("District CCTV") to; Provide enhanced security and safety at District facilities; Provide operational viewing for District projects; Provide safety alerts or response to a major event; and Provide emergency responders with video coverage (where available) of critical incidents.
2. WSDOT owns and operates a closed circuit television system ("WSDOT CCTV"), which video is transmitted to a central location for purposes of monitoring road, mountain passes and weather.
3. In an effort to allow for broader CCTV viewing coverage for both entities to serve their respective internal needs, District and WSDOT desire to interconnect and incorporate into their respective CCTV systems certain cameras contained in the other party's CCTV system.
4. The Parties desire to enter into this AGREEMENT pursuant to RCW 39.34, the Interlocal Cooperation Act, to facilitate the interconnection of District CCTV and WSDOT CCTV.

NOW, THEREFORE, THE PARTIES AGREE as follows:

1. **RECITAL INCORPORATION**
The recitals set forth above are incorporated herein as if fully set forth.
2. **EXCHANGE OF USE**
Because of the similar nature, value and use of the CCTV systems described herein, neither Party shall charge each other for utilization of their respective CCTV systems.
3. **PUBLICITY**
District recognizes and agrees that WSDOT has an interest in public confidence in the accuracy and reliability of the traffic information it receives, and the perpetuation of the services. Therefore, District shall publicly acknowledge and credit WSDOT as the source of information prior to broadcasting video or any other traffic information derived from

WSDOT's CCTV to the public. Therefore, WSDOT's logo and copyright shall be displayed in all uses in a manner reasonably satisfactory to WSDOT.

WSDOT recognizes and agrees that video information received from the District may include sensitive information requiring continuing security. WSDOT shall not use or display such information publicly, and any desired use for this purpose shall be subject to prior approval by the District, which approval may be withheld.

4. **WSDOT RESPONSIBILITIES**

WSDOT agrees to the following:

- A. Provide technical access to maximum of ten (10) WSDOT CCTV cameras, designated by the District on the Attached Exhibit A for use, consistent with this AGREEMENT, by the District;
- B. Perform any maintenance necessary for the continued reliable operation of WSDOT CCTV system and cameras. WSDOT shall use its best effort to maintain the continuous and reliable operation of the CCTV interconnection with District;
- C. Use its best effort to maintain the continuous and reliable operation of the CCTV interconnection with District;
- D. Use District-provided information in a manner, as set forth in Section 3 of this Agreement and, as directed by District, that does not impact any of WSDOT's operations in any way;
- E. Notify District in advance of planned WSDOT CCTV outages affecting this interconnection;
- F. Notify District as soon as possible on unplanned outages; and
- G. Indemnify District pursuant to Section 11 of this AGREEMENT.

5. **DISTRICT RESPONSIBILITIES**

District agrees to the following:

- A. Acquire, install and integrate necessary equipment (as determined by District) which will lie on District's side of the Demarcation point, as set forth on Exhibit B attached hereto, for transmitting and translating the video signals from WSDOT CCTV to District CCTV and from District CCTV to WSDOT;
- B. Provide technical access up to a maximum of ten (10) District CCTV cameras designated by WSDOT, and as set forth in Exhibit A, for WSDOT use consistent with the terms of this AGREEMENT;
- C. Perform any maintenance necessary for the continued reliable operation of District CCTV system and cameras;
- D. Use its best effort to maintain the continuous and reliable operation of the CCTV interconnection with WSDOT;
- E. Use WSDOT-provided information in a manner, as set forth in Section 3 of this Agreement and, as directed by WSDOT, that does not impact any of WSDOT's operations in any way;

- F. Notify WSDOT in advance of planned District CCTV outages affecting this interconnection;
- G. Notify WSDOT as soon as possible on unplanned outages; and
- H. Indemnify WSDOT pursuant to Section 11 of this AGREEMENT.

6. **OWNERSHIP/ DEMARCATION POINT**

WSDOT and District will own the CCTV facilities on their respective sides of the Demarcation Point, located at the single-mode fiber port of the Etherwan switch in the equipment room of WSDOT.

7. **MAINTENANCE AND REPAIR**

WSDOT and District, at their respective sole cost and expense, will be responsible for maintenance, repair and replacement of their own CCTV facilities. Neither Party shall have the right to alter, maintain or repair the other's CCTV facilities.

8. **TESTING AND COORDINATION OF SCHEDULES**

WSDOT and District shall coordinate and schedule dates to test the proper operation of the CCTV interconnection pursuant to those testing procedures, agreed upon in advance by the parties. When installing hardware on the other Parties equipment, both parties will agree on the work process and have IT technical personnel present.

9. **TERM**

The term of this AGREEMENT shall commence on the date of last signature and continue for a period of five (5) years. This AGREEMENT shall commence upon execution by both parties and expire on January 1, 2013. At the end of the initial five-year period, the AGREEMENT shall be renewable for five (5) additional one (1) year periods. Agreement extensions shall be effected by mutual agreement of both parties by giving written notice of its intent to extend this Agreement not less than sixty (60) calendar days prior to the then-current Agreement term's expiration.

10. **MODIFICATION/OUTAGES/NOTICE**

WSDOT and District in their sole discretion may modify their CCTV facilities in any manner during the term of this AGREEMENT. However, no modification shall be made which adversely impacts the operations of the other, without the other prior written consent, which shall not be unreasonably withheld and except for emergency outages. In the event the other party's operations will be affected by any outage, the party causing the outage shall provide advance written notice of the outage. In the event of an emergency, in which the above outage notice is not reasonably practical, the party causing the outage shall give notice to the other as soon as reasonably practical, confirmed by facsimile. The parties shall designate a representative to receive emergency notice as set forth in Section 18, below.

11. **INSPECTION/WAIVER OF INTERRUPTION CLAIMS**

The parties will dispatch or cause to be dispatched one or more technicians to physically inspect and review any detected or reported failure, interruption, or impairment of the

CCTV facilities owned by the respective party, or any part thereof, within a reasonable time as determined by the party owning the CCTV facilities, following receipt of notice from the other concerning such perceived condition, and will use best efforts to repair any such damage or resolve any such failure, interruption or impairment, as soon as practicable.

Neither party warrants or guarantees non-interruption of CCTV systems or facilities or the use thereof.

12. **INDEMNITY, HOLD HARMLESS AND DUTY TO DEFEND**

- A. To the full extent permitted by applicable law, the parties each specifically and expressly agree to defend, indemnify, and hold harmless each other from and against all suits, actions, proceedings, claims, demands, judgments, damages, penalties, fines, royalties and expenses (including, but not limited to, reasonable attorney fees) arising out of or due to: (a) its own omission, fault, strict liability or negligence in connection with or incident to their obligations under this Agreement; (b) any injury to or death to any person or persons or damage to any property or environment in connection with or incident to their obligations under this Agreement.
- B. Despite subsection A. above, the party's obligation to indemnify the other against suits, actions, proceedings, claims, demands, judgments, damages, penalties, fines and expenses arising from bodily injury to person(s) or damage to property caused by or resulting from the concurrent negligence of the other, its agents or employees, in situations where the work consists of construction, alteration, repair, addition to, subtraction from, improvement to or maintenance of any building, road, excavation or other construction, project, development or improvement attached to real estate, including moving and demolition in connection therewith, shall be valid and enforceable only to the extent of the negligence of the other, its agents, subcontractors and employees. Furthermore, in the situations described in this paragraph (B), the parties shall not be obligated to indemnify the other for the sole negligence of the other, its agents or employees.
- C. The parties acknowledge that by entering into this AGREEMENT they have mutually negotiated the above indemnity provision.

This indemnification includes, without limitation, any liability for injury to the person or property of either party, its agents, officers, employees or invitees. Each party specifically waives any immunity provided by Title 51 RCW Washington's Industrial Insurance Act. The provision of this section shall survive the expiration or termination of this AGREEMENT.

THIS WAIVER HAS BEEN MUTUALLY NEGOTIATED BY THE PARTIES

13. **ASSIGNMENT**

This AGREEMENT shall not assigned or transferred by either party.

14. **WAIVER/ MODIFICATION**

No waiver or modification of any provisions of this AGREEMENT shall be valid and binding unless the waiver or modification is in writing and signed by the authorized representatives of the parties. A waiver shall neither be nor be construed to be a waiver

of any past or future default or breach, nor a modification of any of the terms of conditions of this AGREEMENT, except to the extent expressly stated in the waiver.

15. **TERMINATION**

Either party may terminate this Agreement upon 30 calendar days' prior written notification to the other party. Upon termination, parties agree to remove all equipment and facilities used to interconnect the respective CCTV systems.

16. **TERMINATION FOR CAUSE**

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

17. **LIMITATION OF LIABILITY**

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE PARTIES SHALL NOT BE LIABLE TO EACH OTHER FOR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, LOSS OF USE OF EQUIPMENT, OR LOST REVENUE ARISING OUT OF PERFORMANCE OR NONPERFORMANCE OF ANY PROVISION OF THIS AGREEMENT.

18. **NOTICE**

Except as may otherwise be provided herein, any notices, except service of process and notice of emergency which may be given personally, telephonically, or by facsimile, shall be effective if delivered by email or facsimile or if mailed by registered or certified mail, return receipt requested, to the following addresses:

WSDOT	DISTRICT
Administrative Services Contracts Office	Chelan PUD No.1
Attn: Cheryl Mills, Sr. Contracts Administrator	Attn: Dick Robert, Security Director
PO Box 47408	PO Box 1231
Olympia, WA 98504-7408	Wenatchee, WA 98801
Phone: (360) 705-7548	Mobile Phone: (509) 860-0749
Email Address: MillsC@wsdot.wa.gov	Email Address: dick.robert@chelanpud.org

Notices mailed shall be deemed given on the date of mailing. The Districts shall notify each other in writing of any change of address.

Priority Contacts for Each Party is as follows:

WA STATE DEPT OF TRANSPORTATION
Jennene Ring, Traffic Engineer (NC Region)

(509) 667-3080
WA State Department of Transportation
P.O. Box 98
Wenatchee, WA 98801

PUBLIC UTILITY DISTRICT NO. 1
Bill Larson, Deputy Security Director

Chelan PUD No.1

Attn: Bill Larson, Deputy Security Director
 P.O. Box 1231
 Wenatchee, WA 98801
 Phone: (509) 661-4333

Emergency Notifications for WSDOT

Wenatchee Management Center (509) 667-2802
 Direct Contact: Shellee Ludeman (509) 667-2800

Emergency Notifications for District

Dick Robert, District Security Director (509) 661-4272
 Mobile Phone: (509) 860-0749
 District System Operation Control Phone: (509) 661-4000
 Email Address: dick.robert@chelanpud.org DispAllHQ@chelanpud.org

19. **CCTV USE AND PROTOCOL POLICIES, RULES AND REGULATIONS**

Unless otherwise agreed in writing, the parties shall comply with the other's policies, rules and regulations which may pertain to this Agreement as they presently exist or are hereafter revised or amended by the respective party. Such rules and regulations are hereby made a part of this Agreement, as if fully set forth herein.

In the event of conflict between the policies, rules, or regulations, the parties shall meet and attempt, in good faith, to resolve such conflict.

The parties shall specifically comply with Use and Protocols Set forth on Exhibit C attached hereto.

20. **GOVERNING LAW AND VENUE**

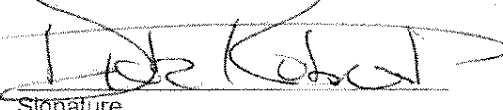
This Agreement shall be governed by the laws of the State of Washington. Venue of any legal action shall be, and Licensee agrees to the jurisdiction in, the Superior Court for Chelan County, Washington.

We the undersigned declare under penalty of perjury under the laws of the State of Washington, that we have read the provisions of this AGREEMENT, agree to the provisions contained herein, and possess the requisite authority to bind our principals to the obligations contained herein.

STATE OF WASHINGTON
DEPARTMENT OF TRANSPORTATION

PUBLIC UTILITY DISTRICT NO. 1
OF CHELAN COUNTY


Signature


Signature

Bill Ford
Name

Dick Robert
Name

Asst. Secretary, Administration
Title

District Security Director
Title

12/29/09
Date

01/05/09
Date

EXHIBIT A

CCTV CAMERA DESIGNATION

1. WSDOT CCTV CAMERAS TO BE USED BY DISTRICT

1. Stevens Pass Summit West
2. Stevens Pass Summit East
3. US2/SR285 North Wenatchee near the Forest Service Building
4. Burch Mountain
5. US-97/US-2 Junction (Big Y)
6. Odabashian Bridge (North)
7. I-90 at Vantage
8. SR28 at Grant Road
9. Big Y Interchagne/Winter 2008
10. Optional – TBD after contract execution

2. DISTRICT CCTV CAMERAS TO BE USED BY WSDOT

CAMERA NO.	LOCATION
4	Chelan PH (West Hill overview)
8	Chelan Dam East
9	Chelan Office/External/E. Wooden
17	Rocky Reach East Guard Gate Post 4
22	Rocky Reach West Bank (US97A)
41	RI North Guard Gate Post 5
50	RI South Hill
64	Squilchuck Substation color
67	Columbia Foot BR East High
57	Leavenworth Office Yard #1

CHANGES TO EXHIBIT A

On January 1st of each year of this contract and throughout the entire contract term, an annual review of all CCTV cameras will occur between both parties represented under K204. Any changes to the cameras lists herein will result in a revised Exhibit A and authorized by mutual written consent by both parties through a contract amendment.

EXHIBIT B
CONTRACT K204
DEMARCATIION POINT

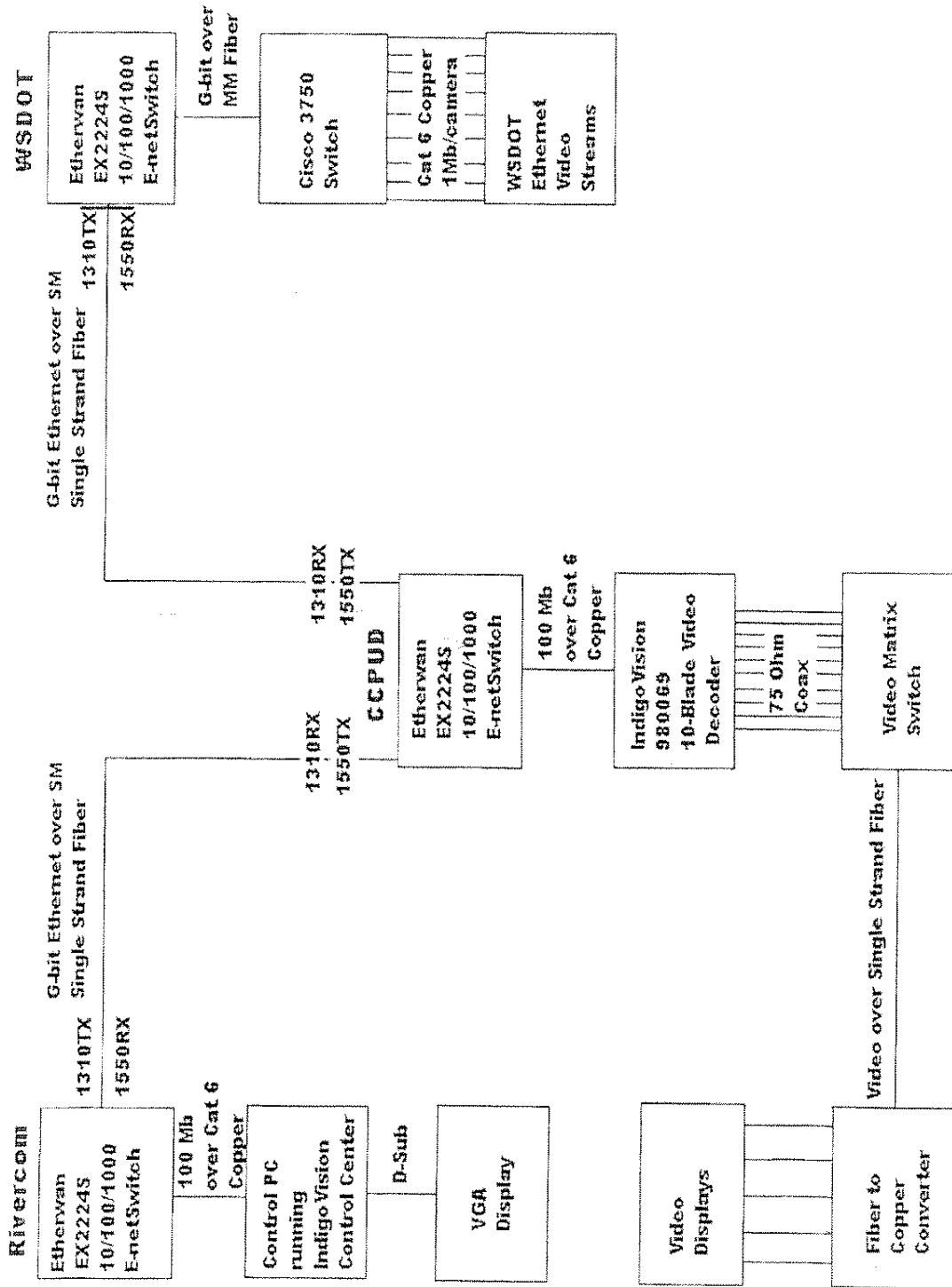


EXHIBIT C
USE AND PROTOCOLS

Protocols for WSDOT camera operation and views shall be as follows:

PRIORITY	LOCATION
1	WSDOT
2	WSP
3	District

Prior to moving of any WSDOT controllable camera, District staff will directly notify WSDOT through the following contact:

WSDOT Wenatchee Traffic Management Center (TMC) at (509) 667- 2802

Protocols for District camera operation and views shall be as follows:

PRIORITY	LOCATION
1	RIVERCOM
2	District
3	WSP
4	WSDOT

Prior to moving District cameras, WSDOT staff will notify one of the following District contacts:

District System Operation Control	(509) 661-4000
District Deputy Director	(509) 661-4333 or (509) 881-5616