

BOARD OF COUNTY COMMISSIONERS  
Grant County, Washington

RESOLUTION AUTHORIZING EXECUTION  
OF INTERLOCAL AGREEMENT WITH  
PUBLIC UTILITY DISTRICT NO. 2 OF  
GRANT COUNTY

RESOLUTION No. 15-026-CC

WHEREAS, Chapter 39.34 RCW, the Interlocal Cooperation Act, permits local governmental entities to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage, for the purposes of providing services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, Grant County, Washington (County) and Public Utility District No. 2 of Grant County (PUD) are vested with authority to enter into an interlocal agreement pursuant to chapter 39.34 RCW; and

WHEREAS, the County and the PUD desire to enter into an agreement to allow the County's camera equipment to be installed, maintained and removed on PUD owned street light and distribution poles; and

NOW, THEREFORE, BE IT RESOLVED, that the attached Interlocal Agreement between the County and the PUD be executed by and between Grant County and Public Utility District No. 2 of Grant County.

PASSED AND ADOPTED this 23<sup>rd</sup> day of March, 2015.

BOARD OF COUNTY COMMISSIONERS  
GRANT COUNTY, WASHINGTON

Yea    Nay    Abstain

      

  
Richard Stevens, Chair

      

  
Cindy Carter, Vice-Chair

      

  
Carolann Swartz, Member

ATTEST:

  
Clerk of the Board

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:

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: \_\_\_\_\_

(E-mail for Steps 1 – 3 is acceptable)

**Step 1 - Contract Development (District Representative Responsibility)**

<b>Contract No.:</b>	140-3982	PID 214967	Cost Center 9460	Date 01/07/2015
<b>Contract Title:</b>	Interlocal Agreement to Install/Maintenance Grant County Camera Equipment on District Poles			
<b>Estimated Cost:</b>	\$3,500.00			
<b>District Representative:</b>	Art Anderson			
<b>Contract Officer:</b>	Patrick Bishop			
<b>Dept. Manager Approval to Proceed:</b>	Chris Heimbigner			
<b>Anticipated Contract Approval:</b>	Director	See <u>delegated authority tables</u>		
<b>ProjectPoint Used:</b>	No			
<b>SSI/CIP/CEII Required:</b>	SSI <input type="checkbox"/> Sensitive Security Information CIP <input type="checkbox"/> Critical Infrastructure Protection CEII <input type="checkbox"/> Critical Energy Infrastructure Information NA <input checked="" type="checkbox"/>			
<b>CIP Physical Access:</b>	Escorted <input type="checkbox"/>	Unescorted <input type="checkbox"/>	NA <input checked="" type="checkbox"/>	
<b>CIP Requirement:</b>	Electronic Access <input type="checkbox"/>	NA <input checked="" type="checkbox"/>		
<b>If CIP, asset owner must sign-off:</b>	Date:	Signature:		

**Description of Contract (If Project Initiation Form (PIF) or Project Management Plan (PMP) exists for this project, provide summary here):**

Grant County is to install cameras on District poles in troubled areas for the Sheriff department to have surveillance related to gang shootings, drug enforcement and related problem areas throughout Grant County.

**Background (FERC related, agency driven, etc.):**

County driven program to help law enforcement in Grant County

**Contract History (if applicable):**

Have interlocal agreement with City of Quincy installing sound sensors relating to gun shots within the City. This will be a similar agreement with Grant County.

**Justification:**

Help Grant County reduce crime within the county.

**Why is this work needed?**

Need qualified electrical workers to install camera equipment, and work with County officials on maintaining the equipment within the electrical work zone.

**Why is this work needed at this time (urgency, etc.)?**