

INTERLOCAL COOPERATIVE AGREEMENT
FOR
JOINT COMMUNICATIONS SYSTEMS

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between Public Utility District No. 2 of Pacific County, Washington, a municipal corporation (the "District"), and Pacific County, a political subdivision of the State of Washington (the "County").

WITNESSETH,

WHEREAS the District operates:

- a. a county wide electrical distribution system, and such operation requires county wide mobile and fixed radio communications, and
- b. a county wide fiber-optic based telecommunications wholesale system, and as such desires the use of a county wide microwave system, as a fail-over route, and

WHEREAS, the County operates, for highway maintenance, public safety and other governmental requirements:

- a. a county wide mobile and fixed radio communications, and
- b. a county wide microwave system, and as such desires the use of county wide fiber-optic based system as a fail-over route, and

WHEREAS, such communications require certain electronic facilities located throughout the county at strategic sites, and

WHEREAS, in the best interest of the economy and efficient operation, it is desirous to minimize duplication of such facilities and to provide such facilities on a joint basis, and

WHEREAS, the Interlocal Cooperation Act, as amended and codified in Chapter 39.34 of the Revised Code of Washington provides for interlocal cooperation between governmental agencies; and

WHEREAS, Chapter 39.33 of the Revised Code of Washington provides for the intergovernmental disposition of property; and Chapter 39.34 of the Revised Code of Washington provides for intergovernmental services.

IT IS NOW, THEREFORE, agreed as follows:

1. Purpose. The purpose of this Agreement is to permit cooperation and mutual benefit in operating, installing, maintaining, removing, and otherwise utilizing certain communications systems identified herein.

2. Administration. No new or separate legal or administrative entity is created to administer the provisions of this Agreement. This Agreement shall be administered by the District and the County.
3. Acquisition, Ownership and Disposition of Property. Except as otherwise set forth herein, to the extent any property, real or personal, is purchased by either party pursuant to the terms of this Agreement, said property shall be the property of the purchaser and held or disposed of in the sole discretion of the purchaser. For purposes of this section, "purchaser" means the party contracting with a third party to acquire particular real estate, goods or services, PROVIDED, that if the party contracting with the third party accepts full payment from the other party to this Agreement for the real estate, goods or services in question, such other party becomes the "purchaser" of said real estate, goods or services. Any property jointly purchased shall be held or disposed of by the party in possession subject to reimbursement of any portion of its cost contributed by the other party to this Agreement.
4. Financing. Except as otherwise set forth herein, whenever either party desires to make purchases under a contract entered into by the other party, it shall timely provide the other party with all necessary descriptions, specifications, and other relevant information. The party whose purchases are included in contracts entered into by the other party shall likewise make timely payment therefore. Each party accepts no responsibility for the payment or acquisition price of equipment or services intended for use by the other party.
5. Right to Contract – Independent Action Preserved. Each party shall have the right to contract independently for the purchase of any real estate, goods or services. Each party shall also have the right to exclude the other party from particular purchases, for any reason, whether with or without notice to the other party, PROVIDED, that nothing in this paragraph shall impair existing or agreed upon future joint purchases of the parties.
6. Prior Agreements Terminated. **Exhibit C** is a hierarchical compilation of previous inter-local agreements between the County and the District that are hereby superseded and replaced by this agreement. **Exhibit D** is a summary of an informal inter-local agreement that was apparently not documented but did exist in practice and with real investment. This informal agreement is hereby terminated and replaced by this agreement. The exhibit gives some background and decommissioning details that will need to be completed.
7. The County shall provide space for the District's communication equipment at the following locations (refer to **Exhibit A** for site name abbreviations, GPS coordinates, and addresses):
 - a. NC (North Cove site)
 - b. PSB (Public Safety Building)
 - c. HC (Holy Cross site)
 - d. KO (KO Peak site)
 - e. MEG (Megler site)
 - f. RayShp (Raymond Shop Site)

- g. LB (Long Beach site)
 - h. PCAF (Pacific County Administration Facility)
8. The District shall provide space for the County's communication equipment at the following locations (refer to Exhibit A for site name abbreviations, GPS coordinates, and addresses):
- a. WOC (Raymond PUD Colo.)
 - b. NAS (Naselle Ridge site)
 - c. POC (LB PUD Colo.)
 - d. OYST (Oysterville Substation)
9. The ILW, (Ilwaco site) exists on City of Ilwaco property for Public Safety purposes. Both the County and the District contributed to the site development. The County provided the site design and supervised site construction and provides a 48vdc battery backup system. The District paid for the site construction and pays for ongoing electrical service charges. The shared, upfront and ongoing site expenses for this site are considered to be equitable by both parties. Going forward, the District shall provide and install a new HVAC system. The County shall provide and install a new 14 KW generator and transfer switch.
10. The District shall construct and maintain single phase electric service to remote hilltop sites. Monthly electric service will be maintained per below:
- a. HC - County
 - b. KO - County
 - c. MEG - County
 - d. NAS – District
11. The County and the District shall maintain their respective facilities; however, the County will provide operational maintenance for the jointly owned and operated ILW site, the District's NAS site and WOC site per **Exhibit E**. The cost for maintenance supplies, land lease and road access will be borne by the facility owner or otherwise negotiated and noted by addendum, herein.
12. The County and the District shall provide access to their respective facilities, including any necessary road permissions, access easements, security passes, access keys or access cards. Each party agrees to follow the facility's posted safety and security requirements, which may include but is not limited to safety gear, for example the use of hard hats.
13. The County and the District shall install and maintain their respective communications equipment at each site; including but not limited to:
- a. Antennas
 - b. Feed lines
 - c. Transmitters
 - d. Receivers
 - e. Duplexers

- f. Cavities
- g. Patch Panels
- h. Network Switches
- i. Routers
- j. Uninterruptable Power Supplies

However, if either party's individual communication needs require additional facilities or services over and above the other party's requirements, including but not limited to:

- a. Building Space
- b. Tower Size or Height
- c. Land
- d. Premise Security

Then, the party of need shall bear the full cost of such facilities or services.

14. The County and the District will use their respective microwave-based and fiber optic-based communications systems to provide fail-over routes for the other party's system. Refer to **Exhibit B** for an Overview - Statement of Expectations and Bandwidth Set-Aside.
15. The County will be using the District's fiber optic-based communications nodes at its Long Beach site and its Pacific County Administration Facility and that network will become the County's sole method for data transmission to those sites. Therefore, the 25 pair copper cable attached to the District's poles on 2nd Street, Washington Street and Pioneer Road, in Long Beach, will be no longer needed. The District agrees to remove and dispose of the 25 pair cable at their convenience and expense. Note: the County's 25 pair copper cable from its South County Administration Facility to the District's Sandridge Colo will remain in place.
16. The County hereby ends its colocation of equipment in the District's Naselle substation. All County owned copper cable pairs between the Naselle Youth Camp and the County's shop in Naselle will no longer be used. The District agrees to remove and dispose of the County's cable at their convenience and expense.
17. The County and the District shall frequency coordinate their communications system to minimize harmful interference. Furthermore, the individual party causing such interference shall bear the full expense to install the necessary equipment to minimize or eliminate such interference.
18. When third parties are involved, regarding land leases, easements and frequency coordination, each party shall individually negotiate and contract with such third party for its specific needs.
19. The County will provide two analog telephone lines from its PBX to the District, one at the WOC demarc and one at the POC demarc, at no charge to the District. County will maintain those extensions such that the phone numbers used to dial those extensions remain the same.

20. The County will provide a dedicated VLAN to the District with ports at PSB, HC, KO, NC, NAS and MEG for the District's radio dispatch ROIP transport.
21. Non-Delegation/Non-Assignment. Neither party may delegate the performance of any contractual obligation, to a third party, unless mutually agreed in writing. Neither party may assign this Agreement without the written consent of the other party. Neither party shall be responsible to the other for the performance or non-performance of contracts by vendors.
22. Severability. Any provision of this Agreement, which is prohibited or unenforceable, shall be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining provisions or affecting the validity or enforcement of such provisions.
23. Indemnification by Parties. To the fullest extent permitted by law, the District agrees to indemnify, defend and hold the County and its departments, elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) arising in connection with performance of this Agreement, which are caused in whole or in part by any action or omission, negligent or otherwise, of the District, its employees, agents or volunteers or the District's subcontractors and their employees, agents or volunteers.

To the fullest extent permitted by law, the County agrees to indemnify, defend and hold the District and its departments, elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) arising in connection with performance of this Agreement which are caused in whole or in part by any action or omission, negligent or otherwise, of the County, its employees, agents or volunteers or the County's subcontractors and their employees, agents or volunteers.

This indemnification obligation of one party shall not apply in the limited circumstance where the claim, damage, loss or expense is caused by the sole negligence of the other party. This indemnification obligation of the parties shall not be limited in any way by the Washington State Industrial Insurance Action RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and the parties hereby expressly waive any immunity afforded by such acts, as respects the other party only. The foregoing indemnification obligations of the parties are a material inducement to join in this Agreement and have been mutually negotiated by the parties.

24. Participation Parties-No Waiver. The parties reserve the right, but not the obligation, to participate in the defense of any claim, damages, losses or expenses and such participation shall not constitute a waiver of the parties' indemnity obligations under the Agreement.
25. Survival of Indemnity Obligations. The parties agree that all mutual indemnity obligations shall survive the completion, expiration or termination of this Agreement.
26. Insurance. Each party shall obtain and maintain insurance coverage from a solvent insurance provider, solvent insurance pool or self-insurance program that is sufficient to address and cover the duties, responsibilities and obligations of this Agreement. Upon request, a party shall provide evidence of insurance coverage, in the form of a certificate of insurance from an insurance provider or a letter confirming coverage from an insurance pool or self-insurance program.
27. Entire Agreement. This Agreement contains the entire written agreement of the parties and supersedes all prior discussions. This Agreement may be amended only in writing, signed by both parties.
28. No Third-Party Rights. This Agreement is solely for the benefit of the parties and gives no right to any other party or person.
29. Jurisdiction and Venue. This Agreement shall be interpreted in accordance with the laws of the State of Washington. The Superior Court of Pacific County, Washington, shall have exclusive jurisdiction and venue over any legal action arising under this Agreement.
30. Counterparts. This Agreement may be signed in counterparts and, if so signed, shall be deemed one integrated agreement.

[SIGNATURE PAGE TO FOLLOW]

DATED this ____ DAY OF _____ 20 ____,

PUBLIC UTILITY DISTRICT NO. 2 OF
PACIFIC COUNTY, WASHINGTON

DATED this ____ DAY OF _____ 20 ____

BOARD OF COUNTY COMISSIONERS
PACIFIC COUNTY, WASHINGTON

Lisa Olsen, Chair

Frank Wolfe, Commissioner

Mike Runyon, Commissioner

ATTEST

Amanda Bennett Date
Clerk of the Board

APPROVED AS TO FORM

Prosecutor's Office WSBA #

Exhibit A Site Name Abbreviation, GPS Coordinates and Address

County Sites

NC	North Cove Site	46-44'-00.20"N	124-03'-23.02"W
1585 Panoramic Ln. North Cove			
PSB	Public Safety Building	46-39'-43.50"N	123-48'-37.70"W
300 Memorial Dr. South Bend			
HC	Holy Cross Site	46-41'-43.00"N	123-46'-21.02"W
491 Hammond Ln. Raymond			
KO	Peak Site	46-27'-40.20"N	123-33'-01.9"W
6 Forks Creek Ln. Raymond			
MEG	Megler Site	46-17'-11.00"N	123-53'-50.80"W
80 Houchen St. Chinook			
RayShp	Raymond Shop Site	46-41'-03.56"N	123-44'-05.35"W
108 N 2 nd St. Raymond			
LB	Long Beach Site	46-21'-08.79"N	124-03'-02.07"W
318 N.E. Second St. Long Beach			
PCAF	Pacific County Admin Facility.	46-21'-16.79N	124-01'-58.03"W
7013 Sandridge Long Beach			

District Sites

WOC	Raymond PUD Colo.	46-41'-17.90"N	123.43'-54.17"W
503 4 th St. Raymond			
NAS	Naselle Radar Site	46-25'-18.20"N	123-47'-55.10"W
633 Radar Ridge Ln. Naselle			
POC	LB PUD Colo.	46-22'-16.75"N	124-01'-37.5"W
9606 Sandridge Rd. Long Beach			
OYST	Oysterville Substation	46-31'-39.20"N	124-01-46.40"W
31110 Sandridge Rd Oysterville			

Joint County and District Sites

ILW	Ilwaco Site	46-18'-33.60"N	124-02'-34.20"W
119 N. First St.	Ilwaco		

Exhibit B Bandwidth Overview - Statement of Expectations
Bandwidth Set-Asides

1. The County is to provide the District with an asymmetrical Layer 2 VLAN over its microwave-based county wide network.

HC (1 port) @200 Mbps rate-limited in/out

- to NC @25 Mbps 1+1 >Always available to District
- to PSB @200 Mbps 2+0 Available as fail-over
- to NAS @200 Mbps 2+0 Available as fail-over
- to KO @25 Mbps 1+1 >Always available to District

WOC (1port) @200 Mbps rate-limited in/out

- to HC @200 Mbps 2+0 Available as fail-over

NC (1 port) @25 Mbps rate-limited in/out

- to HC @25 Mbps 1+1 >Always available to District

KO (1 port) @25 Mbps rate-limited in/out

- to HC @25 Mbps 1+1 >Always available to District

PSB (1 port) @200 Mbps rate-limited in/out

- to HC @200 Mbps 2+0 Available as fail-over

NAS (1 port) @1 Gbps rate-limited in/out

- to HC @200 Mbps 2+0 Available as fail-over
- to MEG @200 Mbps 2+0 Available as fail-over
- to OYST @900 Mbps 2+0 Available as fail-over

OYST (1 port) @1 Gbps rate-limited in/out

- to NAS @900 Mbps 2+0 Available as fail-over

MEG (1 port) @200 Mbps rate-limited in/out

- to NAS @200 Mbps 2+0 Available as fail-over
- to ILW @200 Mbps 2+0 Available as fail-over

ILW (1 port) @200 Mbps rate-limited in/out

- to MEG @200 Mbps 2+0 Available as fail-over

1+1 microwave configurations use two radios with one always in standby for protection (where District's fiber network is not available as a fail-over). 2+0 microwave configurations use one radio with two cores for higher bandwidth, but no protection.

2. The District is to provide the County with an asymmetrical Layer 2 q-in-q VLAN over its fiber-optics based county wide network.

3.

PSB	(1 port)	@100 Mbps	Available as fail-over
HC	(1 port)	@100 Mbps	Available as fail-over
NAS	(1 port)	@100 Mbps	Available as fail-over
WOC	(1 port)	@10 Mbps	Available as fail-over
RayShp	(1 port)	@100 Mbps	>Always available to County
AB	(1 port)	@10 Mbps	>Always available to County
OYST	(1 port)	@10 Mbps	Available as fail-over
MEG	(1 port)	@100 Mbps	Available as fail-over
ILW	(1 port)	@10 Mbps	Available as fail-over
LB	(1 port)	@100 Mbps	>Always available to County
PCAF	(1 port)	@100 Mbps	>Always available to County

Exhibit B Notes:

The above referenced bandwidth set-aside by each party for the other party, as specified by location and bandwidth, is hereby considered to be of fair and equitable value and will be provided to the other party at no cost.

The County's network will be configured to use its microwave-based county wide network where available. Likewise, the District's network will be configured to use its fiber optic-based county wide network where available.

Exhibit C Hierarchical Compilation of previous agreements

Included herein,

C.1.0-1.1	Contract	dated January 2, 1979
C.2.0-2.2	Amendment to Contract	dated February 2, 1987
C3.0-3.1	Amendment to Contract	dated September 15, 1987
C4.0	Amendment to Contract	dated February 14, 1989
C5.0-5.1	Amendment to Contract	dated December 4, 1989
C6.0-6.4	Amendment to Contract	dated February 10, 1998
C7.0-7.1	Amendment to Contract	dated August 7, 2001

Exhibit D Informal Interlocal Agreement

An informal agreement between the County and the District was enacted in or around 2003. The District hired an engineering firm to design a county-wide microwave system that would allow the District to tie together disparate sections of their then fledgling fiber-based network system. The District purchased the microwave equipment and installed the dish antennas and related hardware. In return for a portion of the bandwidth, the County installed the microwave radios and directed the installation of hardware, so as to complete a functioning system. The County also maintained all of the electronics associated with the system, at the District's expense, for the duration of the agreement.

Reasons to end the informal agreement and begin to decommission

The existing microwave system no longer has lasting value for the District or the County. The District has moved all of its traffic to its fiber-based network system. The County still has traffic on the system but wants to carefully migrate to a new system for the following reasons:

1. The existing system is not directly supported by the manufacture because it is 17 years old.
2. The existing system is TDM-based and the County needs to move to a full IP-based system
3. The existing system uses KO Peak as a hub, where that site is known to have accessibility problems in the winter, has vulnerable utility power to the site, has a vulnerable road system to the site.

Decommissioning procedure

The County and the District agree to split the work required to decommission the existing system

The first step in the County's migration will be to convert all of its traffic to be IP-based (currently underway), then move all traffic over to the Districts fiber-based network system. After that point, the existing microwave can be removed from the tower and from within the site. The District agrees to remove the dish antennas, wave guide and related hardware down to approximately 12 foot above ground level (the dish mounting post will remain on the tower for the new microwave system). The County agrees to remove all of the waveguide, hardware and microwave radio equipment below 12 foot above ground level. The County will deliver the removed equipment to a District warehouse so that it can be palletized and sold to a surplus equipment vendor.

Remove dish, waveguide, related hardware and microwave radio:

At HC site

Pointed To PSB

Pointed To WOC

Pointed to KO

Pointed to Cosi

At NC site

Pointed to NAS (top dish)

At KO site

Pointed to WOC

Pointed to HC

Pointed to NAS

At WOC site

Pointed to HC

Pointed to KO

At NAS site

Pointed to NC (bottom dish)

Pointed to OYST

Pointed to KO

At OYST site

Pointed to NAS

At MEG site

Pointed to LB

Pointed to ILW

At ILW site

Pointed to MEG

At LB site

Pointed to MEG

Exhibit E Operational Maintenance

Where designated, the County shall provide operational maintenance of the site building, electrical system, electrical AC generation, 48vdc battery system, building structural integrity, paint, flooring, roofing system, HVAC, and tower structure, hereafter referred to as equipment. Operational maintenance is defined as the care and minor maintenance of equipment using procedures that do not require detailed technical knowledge of the equipment's or system's function and design. The operational maintenance will consist of inspecting, cleaning, servicing, preserving, lubricating, and adjusting, as required. Such maintenance may also include minor parts replacement that does not require the person performing the work to have highly technical skills or to perform internal alignment. When performing operational maintenance the County shall make the District aware of (1) the state of readiness of their equipment (2) the need for an outside professional technician to perform service or repairs on their equipment. County guarantees District ingress and egress access to communication sites through County's right of ways and easements.

If within the capabilities of District, District shall provide personnel and/or equipment to assist in the installation or removal of equipment; particularly with respect to the installation or removal of equipment from the towers. District guarantees County ingress and egress access to communication sites through District's right of ways and easements.