

**INTERLOCAL AGREEMENT
BETWEEN
PUBLIC UTILITY DISTRICT NO. 1 OF CHELAN COUNTY
AND
CHELAN COUNTY FIRE PROTECTION DISTRICT NO. 1**

This Interlocal Agreement ("Agreement") is entered into effect as of the last signature noted below by and between PUBLIC UTILITY DISTRICT NO. 1 OF CHELAN COUNTY WASHINGTON ("District") and CHELAN COUNTY FIRE PROTECTION DISTRICT NO. 1 ("Fire District"), sometimes collectively referred to as "Parties."

RECITALS

- A. The District is a Washington municipal corporation which owns and operates three hydroelectric generating projects as well as electric transmission and distribution facilities.
- B. The Fire District is a Washington municipal corporation incorporated in June 1943 and is a special purpose district that provides fire suppression and emergency medical services.
- C. The District and Fire District have the authority to contract for their mutual benefit under the provision of the Washington Interlocal Cooperation Act, RCW 39.34.
- D. In order to address the District's infrastructure protection and security needs, the District will provide Video Monitoring Client (VMC) to Station 10 - Administration located at 731 North Wenatchee Avenue, Wenatchee, Washington. VMC is comprised of the equipment necessary to monitor/view the District's security cameras and could include all of some of the following: monitors; computer workstations; keyboard; mouse; joystick; Ethernet switch; KVM switch and cabling. The video feed for the equipment will be provided through District security camera locations at District facilities.
- E. The Fire District also desires to utilize the District VMC for its own purposes.

TERMS

In consideration of the foregoing Recitals, which are incorporated herein by this reference, the mutual benefit of the Parties recognized herein, and the following terms and conditions, the Parties agree to the following.

- 1. Purpose and Scope of Services. The purpose and scope of this Agreement is for the Fire District to provide the District the following services:
 - a) If the Fire District staff notices questionable conduct or activity at District facilities, the Fire District will dispatch appropriate law enforcement personnel and notify District personnel.

2. District's Equipment. The District has purchased and installed or will install the VMC at the Fire District office necessary to provide supplemental monitoring of District facilities. The District is responsible for coordinating installation and for any costs associated with its installation and operation.

Except for repair, maintenance and replacement necessitated by the Fire District misuse or negligence, for which the Fire District will indemnify the District, the District will repair and maintain the VMC provided by the District for utilization at the Fire District office.

The VMC provided may be modified from time to time by way of written amendment, which written agreement shall be attached hereto and incorporated herein by this reference.

Upon termination of this Agreement, the Fire District shall return the VMC to the District.

3. Security

During the term of the Agreement, the Fire District may have access to Confidential Information which includes nonpublic information or documentation concerning the District's business, and customer and employee personal information. The Fire District will not at any time use, publish, reproduce or disclose any Confidential Information, except to authorized officers, employees, contractors and agents requiring such information as authorized in writing by the District. The Fire District shall take all steps necessary, including without limitation oral and written instruction to all staff to safeguard the District's Confidential Information against unauthorized disclosure, reproduction, publication or use.

In the event the Fire District receives a public records request for video footage and/or video information, the Fire District shall notify the District within five (5) business days of the request, and provide the District ten (10) business days to either seek an injunction or disclose.

4. Termination and Amendment.

- (a) Termination. Each Party retains the right to terminate this Agreement upon sixty (60) days written notice.

- (b) Amendment. This Agreement may not be altered or amended unless such amendment is reduced to writing, mutually agreed upon and signed by authorized personnel of both Parties.

- 5. Hold Harmless. Each party shall indemnify, defend, protect and hold harmless the other parties from and against all claims, suits and/or actions arising from any negligent or intentional act or omission of that party's employees, agents or subcontractors while performing under this Agreement.
- 6. Notices. Except as may otherwise be provided herein, any notices, except service of process and notice of emergency which may be given personally, telephonically, by e-mail or facsimile, shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested. Notices mailed shall be deemed given on the date of mailing. The Parties shall notify each other in writing of any change of address.
- 7. Agency Representatives: The following persons or their successors represent the parties in matters involving this Agreement.

For Chelan County Fire Protection District No. 1

Brian Brett, Chief
 Chelan County Fire Protection District No. 1
 P.O. Box 3344
 Wenatchee, WA 98807
 Telephone: (509) 662-4651
 e-mail: bbrett@chelancountyfire.com

For Public Utility District No. 1 Chelan County

Richard Hyatt, Security Director
 Public Utility District No. 1 of Chelan County
 327 North Wenatchee Avenue
 Wenatchee, WA 98801
 Telephone: (509) 661-8351
 e-mail: richard.hyatt@chelanpud.org

Chelan County Fire
Protection District No. 1

Public Utility District No. 1 of
Chelan County

By: Brian Brett, Fire Chief

By: Rich Hyatt

Name: Brian Brett
Title: Chief

Name: Richard Hyatt
Title: Director-Security Division

Date: 4/15/2021 | 10:38 AM PDT

Date: 4/19/2021 | 8:37 AM PDT