

11065.09.003 (2a)
5-5-09

INTERAGENCY AGREEMENT BETWEEN
PUD #1 of CLALLAM COUNTY
and
CLALLAM COUNTY
RELATING TO USE OF THE OLYMPIC PUBLIC SAFETY ALLIANCE NETWORK (OPSCAN)

THIS AGREEMENT is entered into this 5th day of May, 2009, by and between PUD #1 of Clallam County, a municipal corporation of the State of Washington (hereinafter referred to as "PUD") and Clallam County, a political subdivision of the State of Washington (hereinafter referred to as "County").

THE PURPOSE OF THIS AGREEMENT IS TO memorialize the use of the OPSCAN network and payment for such use.

NOW, THEREFORE, IT IS MUTUALLY AGREED THAT:

SCOPE OF WORK

The County Sheriff's Office, as administrator for the OPSCAN Analog/Digital IP network will provide connectivity for such network for an annual fee in 2009.

INDEMNIFICATION

Each party will defend, indemnify and hold harmless the other for liability stemming from its own intentional and/or negligent acts and/or omissions, but not those of the other, or based on claims arising out of the terms of this agreement.

DURATION

This Agreement shall be for calendar years 2009.

CONTACT PERSONS

The PUD and the County will each appoint a representative who will be responsible for the administration of this Agreement. Unless otherwise designated in writing, the PUD contact person will be the General Manager or designee. The County contact person will be the OPSCAN Administrator.

COMPENSATION

The amount of payment for 2009 is \$8,000. The source of funds is the PUD's budget. Funds for payment of services to be rendered under this agreement will be available for this purpose. The County will not be obligated to perform services, for which timely payment is not received.

The Sheriff's Office will submit an annual invoice to the PUD as per this Agreement.

AGREEMENT ALTERATIONS AND AMENDMENTS

The PUD and the County may mutually amend this agreement. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind the PUD and the County.

TERMINATION

Except as otherwise provided for in this agreement, either party may terminate this agreement upon thirty (30) days written notice. If this agreement is so terminated, the terminating party shall be liable only for performance rendered or costs incurred in accordance with the terms of this agreement prior to the effective date of termination. In the event of termination, the parties agree that any property acquired in connection with this agreement shall remain the property of the party who purchased the property.

DISPUTE RESOLUTION

In the event that a dispute arises under this agreement, it shall be determined in the following manner:

The PUD shall appoint a member to the Dispute Board. The County will appoint a member to the Dispute Board. The PUD and the County will jointly appoint a member to the Dispute Board. In the event the PUD and County are not able to jointly agree on a third member to serve on the Dispute Board, either party may petition the Superior Court for Clallam County to appoint a third member to the Dispute Board. The Dispute Board shall evaluate and adjudicate the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto.

SEVERABILITY

If any provision of this agreement or any provision of any law, rule, or document incorporated by reference into this agreement, shall be held invalid, such invalidity shall not affect the other provisions of this agreement which legally can be given effect without the invalid provision. To this end, the provisions of this agreement are declared to be severable.

CONNECTIVITY

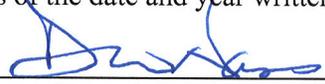
The PUD's intent is to transmit voice only traffic from their repeaters over collocated OPSCAN Analog/Digital IP network repeaters for voice only traffic to/from PUDs vehicles, other repeater sites and PUD dispatch centers. The PUD may at a future day request limited data traffic over the same network.

COMPLETE EXPRESSION

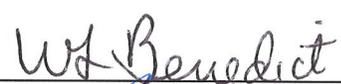
This agreement, and any written attachments or amendments thereto, constitutes the complete agreement of the parties and any oral representations or understandings not incorporated herein are excluded.

ALL WRITINGS CONTAINED HEREIN

IN WITNESS WHEREOF, PUD #1 of Clallam County and Clallam County have signed this agreement as of the date and year written below.

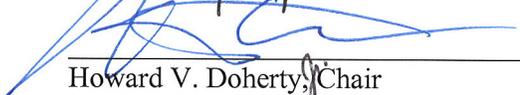


Doug Nass, General Manager
PUD #1 of Clallam County
Date: 4-14-09



W. L. Benedict, Sheriff
Clallam County Sheriff's Office
Date: 4/29/09

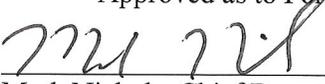
Contractor Information:
PUD #1 of Clallam County



Howard V. Doherty, Chair
Clallam County Commissioners
Date: May 5, 2009

Address:
2431 E. Highway 101
Port Angeles, WA 98362

Contact Name:
Doug Nass, General Manager
Phone: 360-565-3230
Fax: 360-452-9338
Email: dougn@clallampud.net

Approved as to Form:


Mark Nichols, Chief Deputy Prosecuting
Attorney