

**INTERLOCAL AGREEMENT BETWEEN
GRAYS HARBOR TRANSPORTATION AUTHORITY
AND THE CITY OF ABERDEEN**

THIS AGREEMENT (“Agreement”) is made and entered into this 8th day of November, 2022, (“Effective Date”) by and between the Grays Harbor Transportation Authority, a county transportation authority (“Transit”), and the City of Aberdeen, a municipal corporation and subdivision of the State of Washington, (“City”). The parties to this Agreement shall be collectively referred to as the “Parties” or each individually as a “Party.”

WHEREAS, Transit is a county transportation district formed under Chapter 36.57 RCW of the laws of the State of Washington; and

WHEREAS, the City is a charter code city under RCW 35A.01.030 and the City’s Police Department is charged with law enforcement in the City; and

WHEREAS, Transit operates the Aberdeen Transit Center at 101 South G Street, Aberdeen, WA 98520, and Transit owns and operates video security and surveillance cameras that provide recorded coverage of areas at or near the Transit Center; and

WHEREAS, the Aberdeen Transit Center cameras (“ATC”) have captured videos of persons committing acts of theft, vandalism, assault, trespass, and other criminal behavior at or near the Aberdeen Transit Center; and

WHEREAS, the City’s Police Department has periodically requested copies of the video images recorded by the ATC as part of its investigations into complaints regarding criminal activities that have occurred at or near the Aberdeen Transit Center; and

WHEREAS, the procedure for sharing the video images has been through public records requests from the City’s Police Department to Transit; and

WHEREAS, each Party recognizes it would derive substantial benefit from Transit’s ability to share recorded information as quickly as possible with the City’s Police Department in connection with an emergency or criminal activity; and

WHEREAS, the Parties recognize that certain privacy concerns exist with Transit providing access to recorded video from the ATC; however, such access is permitted under the laws of the State of Washington, most commonly using public records requests; however, said requests can take time that would be better spent investigating criminal activity and shortening any delay caused by requiring written public records requests; and

WHEREAS, the purpose of this Agreement is to establish terms and conditions between the Parties regarding shared access to recorded ATC video at the Aberdeen Transit Center.

NOW, THEREFORE, the Parties shall enter into this Agreement for the purpose of improving and allowing the City's Police Department to have access to the video recordings from the ATC at the Aberdeen Transit Center, as follows:

1. **Scope of Services.** Transit has purchased and installed security cameras and equipment at the Aberdeen Transit Center that record events that occur at or near the Aberdeen Transit Center.
 - A. Any changes in locations of the security cameras shall be determined by representatives of the Parties with the intention of providing the widest security coverage possible. Transit is fully and solely responsible for the protection, maintenance, procurement costs, and replacement costs of the security cameras. Transit is likewise fully and solely responsible for the reasonable and safe installation of the security cameras.
 - B. Transit shall be responsible for providing access to electrical power for the cameras on its property.
 - C. The recording equipment and play back equipment for the ATC shall be located at the Aberdeen Transit Center.
 - D. The City shall have access to review any ATC security camera recording at the Aberdeen Transit Center upon request during normal business hours or, in the alternative, the City shall have the ability to access the recorded video from a remote location using the City's own equipment.
 - 1) The City shall be solely responsible for the cost and installation of any equipment needed for accessing the recorded ATC video from a remote location ("Aberdeen Remote Access System").
 - 2) The City's use of the Aberdeen Remote Access System for reviewing recorded video from the ATC shall be deemed to be a public records access method consistent with the requirements of Chapter 42.56 RCW, the Public Records Act, including RCW 42.56.520 (1) (a).
 - 3) If the City uses the Aberdeen Remote Access System to review video, the City shall provide to Transit a written *Notice of Access* within forty-eight (48) hours. The *Notice of Access* shall be emailed to Transit's Operations Manager (or designee) identified in Section 1(D)(4) of this Agreement. The *Notice of Access* shall advise Transit of the time, duration, and name of the City-authorized officer who operated the Aberdeen Remote Access System to review the video.

- 4) As of the date of execution of this Agreement, Transit's Operations Manager is Terri Gardner, who may be contacted at tgardner@ghtransit.com. Transit shall provide written notice to the City in the event of any changes in Transit's Operations Manager or email address pursuant to Section 5(F) of this Agreement.
- E. Transit employees shall assist the City if a witness is needed for law enforcement or court testimony, together with such other cooperation as may be needed with regard to the ATC or the recordings.
2. **Term.** This Agreement shall be for an initial term of three (3) years, commencing on the Effective Date, unless previously terminated by action of the Parties or operation of law as described herein. This Agreement may be extended if agreed upon in writing by the Parties.
3. **Termination.** This Agreement may be terminated by either Party upon the delivery of thirty (30) days' written notice to the other Party.
4. **Indemnification.** Each Party to this Agreement shall defend, indemnify, and hold harmless the other Party and its officers, officials, employees, agents, representatives, and directors from and against any and all claims, demands, losses, liabilities, causes of action, and costs, including expert witness fees and other reasonable costs of defense and any appeals (collectively "Claims"), which may be imposed upon, incurred by, or asserted against, a Party, attributable directly or indirectly to, or arising in any manner by reason of, the act, omission, negligence, misconduct, or other fault of the other Party, or of any agent, officer, servant, or employee of the other Party, or of anyone for whom the other Party may be legally liable in the performance of this Agreement, except for Claims caused by the sole negligence of a Party. The City shall not be required to indemnify Transit for any Claims related to Transit's obligations under Section 1(A) of this Agreement.
5. **General Provisions.**
 - A. **Incorporation of Recitals.** The Recitals are acknowledged by the Parties to be true, correct, and hereby incorporated as agreements of the Parties.
 - B. **Entire Agreement.** This Agreement shall constitute the entire understanding of the Parties and supersede all previous representations, written or oral, with respect to the services specified herein. This Agreement may not be modified or amended, except by a written document, signed by authorized representatives of each Party.
 - C. **Law Governing and Forum Clauses.** This Agreement shall be construed in accordance with the laws of the State of Washington, and any controversy, dispute, or litigation shall be brought or commenced only in the Superior Court of Grays Harbor County, Washington.

- D. **Assignability.** This Agreement is non-assignable, in whole or in part, by any Party hereto without the written consent of both Parties.
- E. **Modifications.** Except as otherwise specifically provided in this Agreement, any amendment, modification, or variation from the terms of this Agreement requires the written approval of all Parties.
- F. **Notices.** Except as provided in Section 1(D)(3) and (4) of this Agreement, all notices or demands required to be given, pursuant to the terms of this Agreement, shall be given to the other Party in writing and delivered in person; sent by facsimile transmission; deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested; or deposited with any commercial air courier or express service at the addresses set forth in this subsection or to such other address as the Parties may substitute by written notice given in the manner prescribed in this subsection.

To Transit: Ken Mehin, General Manager
Grays Harbor Transit
343 W. Wishkah St.
Aberdeen, WA 98520
Tel.: (360) 532-2770
Fax: (360) 532-2784
ghtransit@comcast.net
kmehin@ghtransit.com

To the City: Dale Green, Chief of Police
Aberdeen Police Department
210 Market Street
Aberdeen, WA 98520
Tel.: (360) 533-3180
dgreen@aberdeenwa.gov

- G. **Force Majeure.** Neither Party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but are not limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, or power failures.
- H. **Counterparts.** This Agreement may be executed in one or more counterparts, and each originally duplicate counterpart of this Agreement shall be deemed to possess the full force and effect of the original.

- I. **Severability.** If any term or provision of this Agreement shall be found to be illegal or unenforceable, then notwithstanding such illegality or unenforceability, this Agreement shall remain in full force and effect, and such term or provision shall be deemed to be deleted.
- J. **Insurance.** Each Party shall procure and maintain, during the term of this Agreement, an adequate policy of general liability risk insurance protecting the Party and the other Party from claims by third-party persons by reason of damage or injury arising out of performance under this Agreement. Each Party shall bear the cost of such insurance.
- K. **No Employment Relationship.** Notwithstanding any language in this Agreement to the contrary, the Parties' relationship shall be only as set forth in this Agreement. Neither Party nor any employee, agent, officer, or independent contractor of, or retained by, either Party shall be considered an employee, agent, officer, or independent contractor of the other Party for any purpose or entitled to any of the benefits that the other Party provides for any of the other Party's employees, agents, officers, or independent contractors. Furthermore, each Party shall be responsible for all federal, state, and local taxes for it and its employees under this Agreement.
6. **Authority.** Each Party hereby warrants and represents that it has full power and authority to enter into and perform this Agreement, and that the person signing on behalf of each Party has been properly authorized and empowered to enter into this Agreement. Each Party shall acknowledge that it has read this Agreement, understands it, and agrees to be bound by it.
7. **Third-Party Beneficiaries.** This Agreement shall not create any rights to enforcement of the provisions therein to any person or entity that is not a party to this Agreement.

DATED: Nov 20, 2022

GRAYS HARBOR TRANSPORTATION
AUTHORITY, INC.



Chair, Vickie Raines
Grays Harbor Transportation Authority

DATED: Dec 8, 2022

CITY OF ABERDEEN



Police Chief Dale Green
City of Aberdeen