

INTERLOCAL AGREEMENT
for
Vancouver Area Smart Trek (VAST)
Regional Communication Interoperability and Fiber Agreement

This INTERLOCAL AGREEMENT is made and entered into by and between the Washington State Department of Transportation (WSDOT), the City of Vancouver, the City of Camas, Clark County, the Clark County Public Transit Benefit Area (C-TRAN) and the Southwest Washington Regional Transportation Council (RTC) (hereinafter collectively referred to as Vancouver Area Smart Trek (VAST) Members or Members and individually as Member).

SECTION 1 -- RECITALS

1.1 The VAST Members have been meeting since May 2001, to facilitate better integration and efficiency of public owned intelligent transportation system and fiber communications assets between transportation agencies in the southwest region of Washington State.

1.2 Some VAST Members would like to use specific fiber communications assets owned by other VAST Members. The VAST Members that own fiber communications assets on the desired fiber optic route(s) are WSDOT, City of Vancouver, City of Camas, and Clark County.

1.3 The VAST Members desire to establish a framework to allow the Members to enter into agreements with one another on an as needed basis to use one another's fiber communication assets. In addition to identifying the assets to be used, the Members desire the agreements to address maintenance and operation requirements.

1.4 The VAST Members agree that it is mutually beneficial for the VAST Members to establish, in writing, the responsibilities of the Members for the use, operation, and maintenance of specified fiber communications assets.

1.5 The VAST Members are authorized to enter into this Agreement pursuant to RCW 39.34.030.

NOW THEREFORE, in consideration of the forgoing and the mutual agreements herein contained, the VAST Members agree as follows:

SECTION 2 -- PURPOSE

The purpose of this Agreement is to facilitate the shared use of fiber communication assets by the VAST Members by establishing a framework under which VAST Members may enter into written agreements with one another setting forth the basic use, operation, and maintenance requirements.

SECTION 3 -- CONSIDERATION

3.1 **MUTUAL BENEFIT.** The VAST Members agree that the shared use of the Communication Assets, the exchange of data, the provision of technical support and maintenance, and the sharing of other related goods provides a mutual benefit to the Members equivalent in value for each Member. Except as otherwise provided herein, the shared use and exchange of data and services shall be on a quid pro quo basis and neither party to a Permit (as that term is defined in Section 6 herein) shall be compensated therefore.

3.2 **COMPENSATION REQUIRED.** Any request for significant levels of data, technical support, or other goods and services that are not specifically covered under this Agreement, shall be identified in a Permit (as that term is defined in Section 6 herein) executed by and between the affected VAST Members prior to performing the

work, and shall be compensated by direct invoice of the actual cost in providing said data support or other goods and services. The invoice shall be paid in full within thirty (30) days of the date of said invoice.

SECTION 4 – TERM, WITHDRAWAL, AND TERMINATION

4.1 **TERM.** The term of this Agreement shall commence upon execution of this Agreement by all VAST Members and shall continue until the second to last VAST Member has withdrawn from the Agreement as provided in **Section 4.2** below.

4.2 **WITHDRAWAL.** A VAST Member may, at its sole discretion and for any reason whatsoever, withdraw from this Agreement upon sixty (60) days written notice to the other VAST Members.

4.3 **TERMINATION.**

4.3.1 In the event of withdrawal by one of the VAST Members as described in **Section 4.2** above, this Agreement shall terminate with respect to that Member, but it shall continue in effect with respect to the remaining Members. However, the termination of this Agreement with respect to one or more Members shall not affect any of the VAST Members' rights or obligations (including any rights or obligations of the withdrawing member) that are expressly intended to survive any such termination.

4.3.2 This Agreement shall automatically terminate upon the withdrawal of the second to last remaining VAST Member.

4.3.3 Any Permit entered into by a VAST Member shall automatically terminate upon the withdrawal of said Member from this Agreement; Provided, that the termination of the Permit shall not affect any of the VAST Members' rights or obligations (including any rights or obligations of the withdrawing member) that are expressly intended to survive any such termination including those defined in the Permits.

SECTION 5 -- ASSETS SUBJECT TO THIS AGREEMENT

5.1 The VAST Members' existing and currently planned fiber communications network and infrastructure within the region that are subject to this Agreement are shown on the map of the City of Vancouver Communication Master Plan, attached hereto as **Exhibit B** and by this reference made a part hereof (hereinafter **Communication Assets**). As used in this Agreement, the term "**Communication Assets**" shall mean fiber and associated infrastructure.

5.2 Additional fiber communications network and infrastructure may be added to this Agreement and included in the definition of **Communication Assets** by written amendment executed by the VAST Members.

5.3 It is understood and agreed that the **Communication Assets** are and shall remain under the sole ownership and control of the individual VAST Member that is offering the **Communication Asset** for use under this Agreement. As such, the VAST Members may, at their sole option limit or remove all or a portion of their fiber network and/or infrastructure from use under this Agreement with thirty (30) days written notice to the other VAST Members.

SECTION 6 – PERMITS

6.1 The terms and conditions of the fiber sharing will be by permit in substantially the same form as **Exhibit A**, attached hereto and by this reference made a part hereof (hereinafter **Permit**).

6.2 At the time of execution of this Agreement the planned shared uses of Communication Assets include:

6.2.1 City of Vancouver.

A. The City of Vancouver agrees to allow the use of up to 18 out of 48 strands of fiber on its network per following schedule:

- (1) WSDOT as needed and up to 6 strands –fibers 1 to 6 on Blue cables;
- (2) Clark County as needed and up to 6 strands - fibers 1 to 6 on Brown cables; and
- (3) All other VAST Members as needed and up to 6 strands – fibers 7 to 12 on Blue cables.

B. The City of Vancouver’s Communication Assets, as illustrated in **Exhibit B**, includes:

- (1) SE 164th Avenue from SR-14 interchange to 1st street;
- (2) SE 162nd Avenue from 1st street to intersection of Poplar;
- (3) Mill Plain Blvd. from 172nd Avenue to intersection of 4th Plain and Saint Francis;
- (4) 4th Plain Blvd. from Andresen road to Van Mall Drive;
- (5) 4th Plain Blvd. from Fort Vancouver way to intersection of Mill Plain and Saint Francis;
- (6) Andresen Road from Mill Plain to NE Vancouver Mall Drive;
- (7) 192nd Avenue from 1st Avenue to 34th Street;
- (8) 136th Avenue from Mill Plain to 18th Street; and
- (9) Burton Road from Andresen Road to 138th Avenue.

6.2.2 WSDOT.

A. WSDOT agrees to allow the use of up to 12 out of 48 strands of fiber on its network per following schedule:

- (1) All VAST Members as needed and up to 12 strand;
- (2) WSDOT Information Technology, and Clark County each use one pair of fiber; and
- (3) Brown buffer tube reserved for VAST Members.

B. WSDOT’s fiber communications network within Clark County includes:

- (1) I-5, from Oregon state line to 134th.Street;
- (2) I-205, from Oregon state line to 83rd.Street;
- (3) SR 500, from I-5 interchange to SR 503;
- (4) SR 14, from MP 5.85 to MP 6.30;
- (5) SR 503 (NE 117th Ave), from SR 500 to NE 99th Street; and
- (5) 4th Plain, from SR 503 to NE 164th Avenue

6.2.3 Clark County.

A. Clark County Transportation fiber communications network.

- (1) Clark County agrees to allow the use of up to 9 out of 16 strands of fiber on the Clark County Transportation network on a case by case basis.
- (2) The Clark County Transportation's fiber network includes Highway 99 from Ross Street to 134th Street.

B. Clark County Information Services (IS) fiber communications network.

- (1) Clark County agrees to allow the use of fiber pairs on it's 48 strand fiber on a case by case basis.
- (2) Clark County IS fiber network includes:
 - (a) The Fiber Ring between the Clark Regional Technology Center (708 W. 13th Street) and the Clark County Center for Community Health (1601 Fourth Plain Boulevard) includes two (redundant) routes as follows:

(i) ROUTE 1

- (aa) Clark Regional Technology Center to Mill Plain Boulevard (going east);
- (bb) Mill Plain Boulevard. to Fort Vancouver Way;
- (cc) Fort Vancouver Way to McLoughlin Boulevard;
- (dd) McLoughlin Blvd. to Fourth Plain Boulevard; and
- (ee) Fourth Plain Blvd. to Clark County Center for Community Health (1601 Fourth Plain Boulevard).

(ii) ROUTE 2

- (aa) Clark Regional Technology Center to Mill Plain Boulevard (going west);
- (bb) Mill Plain to St. Francis Way;
- (cc) St. Francis Way to Fourth Plain Boulevard; and
- (dd) Fourth Plain Blvd. to Clark County Center for Community Health.

(b) For the Clark Regional Technology Center to COV IT Building (aerial):

- (i) 708 W. 13th Street to 110 E.13th Street.

6.3 The specification and conditions of use and repair priorities pertaining to each route shall be addressed in the individual Permits entered into by the VAST Members.

SECTION 7 -- CONTRACT MANAGEMENT

7.1 CONTRACT ADMINISTRATORS. Each VAST Member hereby designates the individuals listed below as the Contract Administrator for this Agreement. The Contract Administrators are the VAST Member employees designated to receive legal notices, and to administer, amend or terminate this Agreement on behalf of their respective agencies. The name and address of the Contract Administrators may be changed by providing notice to the other VAST Members as provided in Section 11 herein.

CITY OF CAMAS:	Jim Carothers
CITY OF VANCOUVER:	Ali Eghtedari
CLARK COUNTY:	Mike Vidito
C-TRAN:	John Hoefs
RTC:	Bob Hart
WSDOT:	Chad Hancock

7.2 PROJECT MANAGERS. Each VAST Member hereby designates the individuals listed below as the Project Managers for this Agreement. The Project Managers are the VAST Member employees designated to manage and provide oversight of the day-to-day activities under this Agreement. The Project Managers shall be the primary contacts concerning the performances under this Agreement on behalf of their respective agencies. The Project Managers do not have the authority to accept legal notices, amend, or terminate this Agreement. The name and address of the Project Managers may be changed by providing written notice to the other VAST Members as provided in Section 11 herein.

CITY OF CAMAS:	Sherry Coulter
CITY OF VANCOUVER:	Ali Eghtedari
CLARK COUNTY:	Mike Vidito
C-TRAN:	Les Uyeji
RTC:	Bob Hart
WSDOT:	Stan Markuson

7.3 MEETINGS. The Project Managers shall meet on an as needed basis and upon the request of a VAST Member for the purposes of adding members, addressing issues to ensure the smooth and cooperative function of the

fiber communications sharing, and other matters as deemed appropriate by the Project Managers. The time and location of the meetings shall be mutually determined by the Project Managers.

SECTION – 8 DISPUTE RESOLUTION

8.1 In the event of a dispute under this Agreement, the Contract Administrators shall meet to confer and resolve the dispute as requested by any VAST Member. The Contract Administrators shall use their best efforts to resolve such dispute.

8.2 If the Contract Administrators are unable to resolve a non-monetary dispute, the sole and exclusive remedy available to the affected Member(s) is the immediately withdraw from the Agreement, upon written notice to the all VAST Members in the manner set forth in **Section 11** herein.

8.3 If the dispute involves the payment of money and the Contract Administrators are unable to resolve the dispute, the affected VAST Member may institute a legal action in the County of Clark, State of Washington, unless other venue is mutually agreed to by the affected VAST Members.

8.4 If any sums payable under this Agreement are not received by the Fifth (5th) day following its due date, the Member owing the money shall pay the Member entitled to the money, in addition to the amount due, for the cost of collecting and handling such payment, an amount equal to the greater of One Hundred and no/100 Dollars (\$100.00) or Five Percent (5%) of the delinquent amount. In addition, all delinquent sums payable under this Agreement and not paid within Five (5) days of the due date shall, at the Member entitled to payment's option, bear interest at the rate of Twelve Percent (12%) per annum, or the highest rate of interest allowable by law, whichever is greater; provided that if the highest rate allowable by law is less than Twelve Percent (12%), interest charged hereunder shall not exceed that amount. Interest on all delinquent amounts shall be calculated from the original due date to the date of payment. The VAST Members agree that such charges represent a fair and reasonable estimate of the costs incurred by the Member entitled to payment by reason of the late payment.

8.5 The provisions of this Section shall survive the termination of this Agreement.

SECTION 9 – LEGAL RELATIONS

9.1 INDEMNIFICATION.

9.1.1 To the extent authorized by law, each VAST Member (Indemnifying Member) to this Agreement shall protect, defend, indemnify, and save harmless the other Members (Indemnified Member(s)), their officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and or awards of damages, arising out of, or in any way resulting from, the negligent acts or omissions of the Indemnifying Member, or its officers, officials, employees or agents. This obligation shall not include such costs, claims, judgment, or awards of damage that may be caused by the sole negligence of the Indemnified Member(s).

9.1.2 If the claims or damages are caused by or result from the concurrent negligence of (A) the Indemnifying Member or its officers, officials, employees, or agents, and (B) the Indemnified Member(s), or its officers, officials, employees, or agents, this indemnity provision shall be valid and enforceable only to the extent of the negligence or willful misconduct of the Indemnifying Member or that of its officers, officials, employees, or agents.

9.1.3 Each VAST Member specifically assumes potential liability for actions brought by its own employees against another VAST Member(s) and, solely for the purpose of this indemnification and defense, each VAST Member specifically waives any immunity under the state industrial insurance law, Title 51 RCW. This waiver has been mutually negotiated by the VAST Members.

9.2 In the event that any of the VAST Members or combination of the Members incur any judgment, award, and/or cost arising therefrom, including attorneys' fees, to enforce the provisions of this Section, all such fees,

expenses, and costs shall be recoverable from the responsible Member or combination of the Members to the extent of that Member's/those Members' culpability.

9.3 The indemnification provision in this Section shall survive the termination of this Agreement.

SECTION 10 – ASSIGNMENT; SUBCONTRACTING

10.1 No VAST Member may subcontract, assign, or otherwise transfer, in whole or in part, any or all of its rights or obligations under this Agreement without the prior written consent of all of the other VAST Members.

SECTION 11 – NOTICES

11.1 All notices and other communications required or permitted to be given under this Agreement shall be in writing and shall be served, personally delivered, or sent by certified or overnight mail addressed to the Member(s) at the addresses listed below. Same as section 7

CITY OF CAMAS:	Jim Carothers Municipal Center P.O. Box 1055 Camas, WA 98607
CITY OF VANCOUVER:	Ali Eghtedari P. O. Box 1995 Vancouver, Washington 98668-1995
CLARK COUNTY:	Mike Vidito P. O. Box 5000 Vancouver, Washington 98666-5000
C-TRAN:	John Hoefs P.O. Box 2529 Vancouver, WA 98668-2529
RTC:	Bob Hart P. O. Box 1366 Vancouver, Washington 98666-1366
WSDOT:	Tami Grant Contracts Manager P. O. Box 47408 Olympia, WA 98504-7408

11.2 A VAST Member may by written notice as provided in this Section to all other Members change the name and address to which notices shall be directed.

SECTION 12 – GENERAL MAINTENANCE AND OPERATIONS RESPONSIBILITIES

12.1 This Section describes the general maintenance and operations shared responsibilities for the use of the Communication Assets. Any special conditions or exceptions for specific Communication Assets shall be identified in the individual Permits.

12.2 The VAST Member who owns the Communication Asset (Grantor) shall perform all necessary maintenance, repair, replacement, operation, and management of the Communications Asset as required, including but not limited to emergency repairs, unless otherwise agreed to in writing in the individual Permit.

12.3 The VAST Member using a Communication Asset and who is not the owner thereof (Grantee) shall for such Communication Assets for which the Grantee is solely utilizing, perform at its sole expense (unless otherwise agreed to in writing in the Permit), all necessary maintenance, repair, replacement, operation, and management of as is necessary.

12.4 For Communication Assets that include strands of fiber, the Grantee shall coordinate through the Grantor all splicing, termination, and maintenance activities on the strands of fiber. Grantor shall coordinate these activities with Grantee in a timely fashion, and permission to perform these activities shall not to be unreasonably withheld or delayed.

12.5 Grantor will inform Grantee at least seven (7) days in advance of any maintenance, repairs or other scheduled outages, including any maintenance to the Communications Assets that may not result in an outage.

12.6 All routine and scheduled maintenance activities performed on the Communications Assets will take place within between the hours of 7:00 pm and 6:00 am (hereinafter Maintenance Window) unless otherwise agreed to in writing in the Permit.

SECTION 13 – MISCELLANEOUS

13.1 **INDEPENDENT CAPACITY.** Each VAST Member shall be deemed an independent contractors for all purposes. The employees of each VAST Member or any of its contractors, subcontractors, and employees thereof shall not in any manner be deemed employees of any other VAST Member.

13.2 **BINDING CONTRACT.** This Agreement shall not become binding unless and until executed by all the signatories.

13.3 **ATTORNEYS' FEES.** Except as provided elsewhere herein (**Section 9**), in the event of any controversy, claim, or dispute arising out of this Agreement, each VAST Member shall pay its own costs and attorneys' fees.

13.4 **MODIFICATIONS.** This Agreement contains all the agreements and conditions made between the Members hereto and may not be modified orally or in any manner other than by an agreement in writing signed by all Members thereto. No failure on the part of any Member to enforce any covenant or provision herein contained, nor any waiver of any right thereunder, unless in writing, shall discharge or invalidate such covenant or provision or affect the right of the other Members to enforce the same in the event of any subsequent breach or default.

13.5 **INTERPRETATION.** This Agreement shall be governed by and interpreted in accordance with the laws of the state of Washington. The title to paragraphs or sections of this Agreement are for convenience only and shall have no effect on the construction or interpretation of any part hereof.

13.6 **TOTALITY OF AGREEMENT.** It is understood that no guarantees, representations, promises, or statements expressed or implied have been made by any VAST Member except to the extent that the same are expressed in the Agreement.

13.7 **AUTHORIZED SIGNATURES.** The undersigned acknowledge that they are authorized to execute this Agreement and bind their respective agencies to the obligations set forth herein.

13.8 DOCUMENT EXECUTION AND FILING. The VAST Members agree that there shall be six (6) duplicate originals of this Agreement procured and distributed for signature by the necessary officials of the Members. Upon execution, one executed original of this Agreement shall be retained by each of the other Members. Each VAST Member shall cause a copy of this Agreement to be posted on its website pursuant to Chapter 32, Laws of Washington 2006 (RCW 39.34.040). Upon execution of the originals and posting of a copy on the Member's website, each such duplicate original shall constitute an agreement binding upon all parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the day and year of the last signatory party written below.

City of Vancouver

BY: [Signature]
TITLE: MANAGER OF TRANSPORTATION SERVICES
DATE: 25 AUG 06

Clark County Public Transit Benefit Authority (C-Trans)

BY: [Signature]
TITLE: Director IT
DATE: August 25, 2006

Washington State Department of Transportation

BY: [Signature]
TITLE: Deputy Director, ATT
DATE: 9/20/06

City of Camas

BY: [Signature]
TITLE: Mayor
DATE: 11/6/06

Clark County

BY: [Signature]
TITLE: Director, OBIS
DATE: 9/11/2006

Regional Transportation Council (RTC)

BY: [Signature]
TITLE: Transportation Director
DATE: August 29, 2006

**AMENDMENT #1
TO THE**

**INTERLOCAL AGREEMENT FOR VANCOUVER AREA SMART TREK (VAST)
REGIONAL COMMUNICATIONS INTEROPERABILITY AND FIBER AGREEMENT**

This agreement is Amendment #1 to the Interlocal Agreement by and between the Washington State Department of Transportation, the City of Vancouver, the City of Camas, the Clark County Public Transit Benefit Area, and the Southwest Washington Regional Transportation Council that became effective November 11, 2006 and is authorized under section 7.1 of the Interlocal Agreement.

The terms of this amendment to the Agreement are as follows:

4.2 Withdrawal. A VAST member may, at its sole discretion and for any reason whatsoever, withdraw from this Agreement upon a (60) days written notice to the other VAST members, however, individual VAST members shall still be bound by permits that have special exceptions as defined under permit section 2.2.3, term and termination provisions, for which they are a grantor or grantee.

IN WITNESS WHEREOF, this agreement has been executed by the authorized parties hereto:

City of Vancouver

BY: [Signature]

TITLE: CITY TRAFFIC ENGINEER

DATE: 9/23/14

Clark County Public Transit Benefit Authority (C-Tran)

BY: [Signature]

TITLE: Sr. Technology Mgr.

DATE: 9-30-14

Washington State Department of Transportation

BY: [Signature]

TITLE: SR TRAFFIC ENGINEER

DATE: 9-25-14

City of Camas

BY: [Signature]

TITLE: Engineering Manager

DATE: 9/19/2014

Clark County

BY: [Signature]

TITLE: SENIOR NETWORK ADMIN

DATE: 9/23/14

Regional Transportation Council (RTC)

BY: [Signature]

TITLE: Project Manager

DATE: 9/22/14



Vancouver Area
Smart Trek

Exhibit A PERMIT

Vancouver Areas Smart Trek (VAST) Regional Communication Interoperability and Fiber Agreement

This Permit is entered into by and between _____ (Grantor)
and _____ (Grantee).

RECITALS

A. Grantor and Grantee entered into Interlocal Agreement for Vancouver Areas Smart Trek (VAST) Regional Communication Interoperability and Fiber Agreement, dated _____ (hereinafter VAST Regional Communication Interoperability and Fiber Agreement).

B. Section 6 of the VAST Regional Communication Interoperability and Fiber Agreement authorizes the VAST Members to enter into Permits for the purpose of sharing Communication Assets.

C. Grantor and Grantee desire to enter into a Permit to allow Grantee to use Grantor's Communication Assets specified in this Permit.

NOW, THEREFORE, in consideration of the terms and conditions herein Grantor hereby grants to Grantee, the privilege and permit to use the Grantor's Communication Assets described below under the terms and conditions contained herein.

SECTION 1 – DEFINITION OF TERMS

1.1 All capitalized terms used in this Permit but not defined herein, have the respective meanings set forth in the VAST Regional Communication Interoperability and Fiber Agreement or, if not defined in the VAST Regional Communication Interoperability and Fiber Agreement, have their ordinary and usual meaning. Any such difference in such definitions shall apply only to this Permit and shall not be construed as amending the VAST Regional Communication Interoperability and Fiber Agreement.

1.2 Fiber Optic Route – A series of contiguous fiber segments that defines a Grantee's service path.

1.3 Fiber Optic Segment – A section of the overall fiber route. Section termination points are defined by any patch or tributary splice location.

1.4 Physical Assets – All route elements, including but not limited to, conduit, street poles, patch panels, fiber optic cable, inner-duct, duct banks, pull boxes, and communication cables.

Permit #

Permit Name

Section 2 – TERM AND TERMINATION

2.1 TERM. This Permit shall commence _____ and terminate _____, unless terminated earlier as provided in **Section 2.2** herein.

2.2 TERMINATION.

2.2.1 Either party may terminate this Permit upon sixty (60) days written notice to the other party in its sole discretion and for any reason whatsoever.

2.2.2 This Permit shall terminate automatically upon the termination of the VAST Regional Communication Interoperability and Fiber Agreement.

SECTION 3 – PURPOSE

The purpose of this Permit is to authorize Grantee the non-exclusive use of Grantor's Communication Assets, as identified in **Section 5** herein, for use by Grantee as part of its fiber optic communications network.

SECTION 4 – FIBER OPTIC ROUTE INFORMATION

Project Name: _____

Service period for this allocation from: _____ **to:** _____

Fiber Optic Route Name: *{Insert route name}* _____ is depicted on drawing _____ dated _____, attached hereto as **Attachment 1**, and by this reference made a part hereof.

Fiber Optic Segments included in this route: *{Acquire segment numbers from the Grantor/CIC Asset Management System; attach a Fiber Route Patch Sheet for segment details}* _____ as detailed in **Attachment 2**, attached hereto and by this reference made a part hereof.

Permit #

Permit Name

SECTION 5 – COMMUNICATION ASSET DESCRIPTION

The Communication Assets subject to this Permit are: *{Insert a detailed description of the Grantor's physical assets being used -- Fiber Type, Count, Connection Interface Hardware, Other Assets Required, and Service Being Turned Up}*

SECTION 6 – CONTACTS INFORMATION

For the purposes of this Permit only, notices as provided in Section 11.1 of the VAST Regional Communication Interoperability and Fiber Agreement is modified as follows:

The following individuals are the contacts for the purpose of notices required under this Permit and for regular and emergency communications between the parties:

GRANTOR:

Name

Title

Telephone

E-Mail

Address

Emergency Contact (if different)

GRANTEE:

Name

Title

Telephone

E-Mail

Address

Emergency contact (if different)

Permit #

Permit Name

SECTION 7 – INSTALLATION, MAINTENANCE, AND OPERATIONAL REQUIREMENTS

7.1 GENERAL. Grantor and Grantee agree to all applicable installation, maintenance, and operational requirements set forth in the VAST Regional Communication Interoperability and Fiber Agreement and in this Permit.

7.2 INSTALLATION REQUIREMENTS. The *Grantor/Grantee* shall perform the following installation work: *{add as needed}*

7.3 OPERATION REQUIREMENTS. In addition to the operational requirements set forth in the VAST Regional Communication Interoperability and Fiber Agreement, the parties agree to the operational requirements as follows:

The VAST Member who owns the Communication Asset (Grantor) considers the assets covered by this permit to be a Low priority circuit and as such, shall perform all necessary maintenance, repair, replacement, operation and management of the Communications Asset as time allows based on the Grantor's priorities.

7.4 MAINTENANCE REQUIREMENTS. In addition to the maintenance requirements set forth in the VAST Regional Communication Interoperability and Fiber Agreement, the parties agree to the maintenance requirements as follows:

The VAST Member who owns the Communication Asset (Grantor) considers the assets covered by this permit to be a Low priority circuit and as such, shall perform all necessary maintenance, repair, replacement, operation and management of the Communications Asset as time allows based on the Grantor's priorities.

7.5 APPROVAL FOR WORK. Any work described in this Permit shall not be performed until authorized by the respective Project Managers.

7.6 The following special conditions shall apply to this Permit:

Examples of Special Conditions:

Grantor shall provide to Grantee 24-hour per day, seven day per week access or escorted access to ____ facility or ____ field communications hub for testing and installation/service of termination and network equipment. To access the ____ facility, Grantee shall first call _____ at _____ and arrange a time and access for the necessary work. After normal business hours, Grantee shall call Grantor's special help desk at _____. The following are Grantee contacts for both on and off-hour notification of an emergency outage: During Business Hours (8:00AM to 5:00 PM): _____ at _____. After Business Hours(5:01PM to 7:59AM): _____ at _____.

Special Conditions for Maintenance of High Priority Traffic: *Grantee shall pay the difference in the maintenance cost for premium service or additional equipment rental cost, _____. Any such maintenance costs associated with High Priority Traffic will be agreed upon in writing by both Grantor and Grantee prior to initiation of the work.*

Permit #

Permit Name

SECTION 8 – CIRCUIT PRIORITY

Grantee considers this circuit a **High** **Medium** **Low** priority circuit based on the type of communications that will utilize this path, as well as available redundancy options.

SECTION 9 GENERAL

9.1 VAST REGIONAL COMMUNICATION INTEROPERABILITY AND FIBER AGREEMENT. The terms and conditions in this Permit are in addition to the terms and conditions of the VAST Regional Communication Interoperability and Fiber Agreement. The parties agree that the terms and conditions in the VAST Regional Communication Interoperability and Fiber Agreement apply in equal force to the activities authorized by this Permit; Provided, that in the event of an inconsistency or conflict between this Permit and the VAST Regional Communication Interoperability and Fiber Agreement, the terms of this Permit shall control.

9.2 MODIFICATIONS. This Agreement contains all the agreements and conditions made between the parties hereto and may not be modified orally or in any manner other than by an agreement in writing signed by all parties thereto. No failure on the part of either party to enforce any covenant or provision herein contained, nor any waiver of any right thereunder, unless in writing, shall discharge or invalidate such covenant or provision or affect the right of the either party to enforce the same in the event of any subsequent breach or default.

9.3 AUTHORIZED SIGNATURES. The undersigned acknowledge that they are authorized to execute this Permit and bind their respective agencies to the obligations set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this Permit effective as of the day and year written in **Section 2.1** herein.

GRANTOR Agency Name: _____

GRANTEE Agency Name: _____

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Permit #

Permit Name

ATTACHMENT LIST

ATTACHMENT A Drawing Depicting the Fiber Optic Route

ATTACHMENT B Details of the Fiber Optic Segments

Exhibit B

Includes Existing and Planned Communications Infrastructure

Legend

Fiber Optic Cable

- Existing Clark County
- Programmed Clark County
- Existing WSDOT
- Planned WSDOT
- Existing City of Vancouver
- Planned City of Vancouver
- Existing City of Camas

Communications Hub

- Communications Hub

This map is a schematic representation of fiber routes as of March 31, 2013 that may be available for fiber sharing permits.

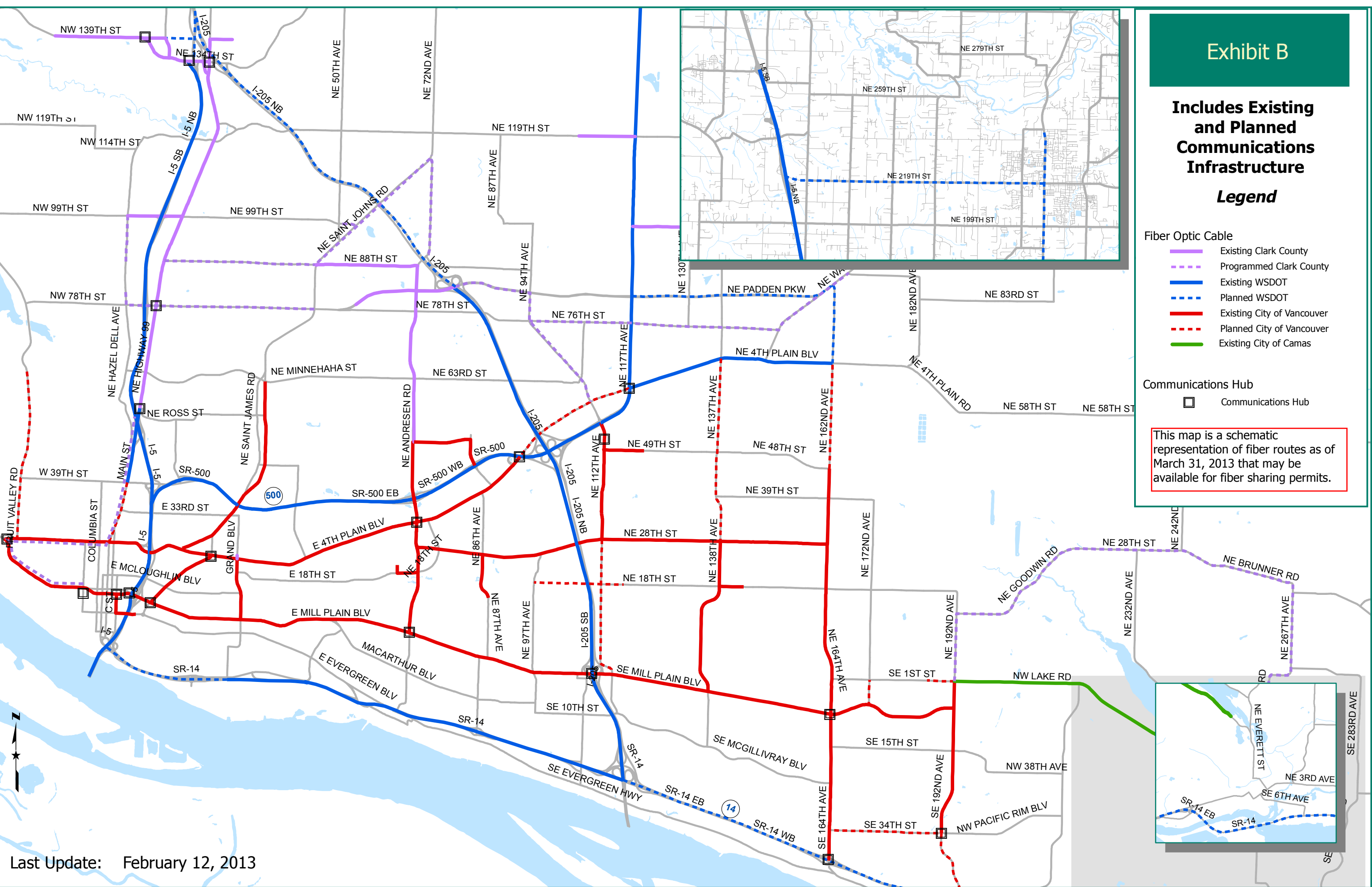


Exhibit C

Updated August 17, 2017

Contract Administrators, Project Managers and Notification Address List

Vancouver Areas Smart Trek (VAST) Regional Communication Interoperability and Fiber Agreement

Current Contract Administrators – See section 7.1	
Vast Member Agency	Name(s)
City of Camas	Jim Carothers
City of Vancouver	Chris Christofferson
Clark County	Steve Schoeneman
C-TRAN	Bob McMahan
RTC	Bob Hart
WSDOT	Scott Langer

Current Project Managers – See section 7.2		
Vast Member Agency	Division (If Applicable)	Name(s)
City of Camas		Sherry Coulter
City of Vancouver	Transportation	Chris Christofferson
	Information Technology	Mike Vidito
Clark County	Information Services	Steve Schoeneman
	Transportation	Richard Gamble
C-TRAN		Nelson Hickman
RTC		Bob Hart
WSDOT	Traffic Operations (Electrical Operations) Information Technology (Network Services)	Scott Mercer Todd Turner

Current Notice Address List– See section 11.1	
Vast Member Agency	Name and Address
City of Camas	Jim Carothers City Hall 616 NE 4th Avenue Camas, WA 98607
City of Vancouver	Chris Christofferson P.O. Box 1995 Vancouver, WA 98668-1995
Clark County	Steve Schoeneman P.O Box 5000 Vancouver, WA 98666-5000
C-TRAN	Bob McMahan P.O. Box 2529 Vancouver, WA 98668-2529
RTC	Bob Hart P.O. Box 1366 Vancouver, WA 98666-1366
WSDOT	Scott Langer 11018 Northeast 51 st Circle Vancouver, WA 98682