

**MEMORANDUM OF UNDERSTANDING
BETWEEN
AVISTA CORPORATION AND THE CITY OF OTHELLO**

This Memorandum of Understanding (MOU) is made and entered into by Avista Corporation, a corporation organized under the laws of the State of Washington, dba Avista Utilities (hereinafter referred to as "AVISTA"), and the City of Othello, Washington (hereinafter referred to as "City").

The purpose of this MOU is to document the understanding of the Parties with respect to the installation, maintenance, and removal, if necessary, of a surveillance camera on an AVISTA power pole in the City. City has requested AVISTA'S permission for the City to install said camera, at City's expense, to deter vandalism at City's municipal park. City and AVISTA shall jointly choose the location of the camera, with due consideration for the need to maintain proper clearance between the camera and energized conductors, as well as consideration for the safety of personnel installing or maintaining the camera and its power supply.

AVISTA is glad to facilitate this project for the benefit of the City and surrounding communities and agrees to this installation subject to the following conditions:

1. AVISTA shall approve the mounting location, the mounting hardware and the power supply and video cable runs and connections.
2. City shall provide all materials and equipment, at its expense, for the initial installation and subsequent maintenance of the installation.
3. City shall use appropriately trained or licensed personnel (either its own or contractor personnel) to make the initial installation and perform subsequent maintenance of the installation.
4. The installation shall be observed by an Avista representative.
5. City and AVISTA may terminate this MOU at will, with 48 hours notice if possible.
6. Whether at the termination of the MOU, or upon the need to remove the pole for any reason, City shall remove the camera equipment at its expense, with 48 hours notice if possible.
7. AVISTA reserves the right to remove or disconnect the camera equipment to perform maintenance on its pole or lines or to correct an imminent safety hazard.
8. To the extent permitted by law, City agrees to indemnify, defend and hold harmless AVISTA, and its directors, officers, employees and agents from any and all liability, loss costs, damages, judgement or expense (including reasonable attorney's and expert witness fees) resulting from, or arising out of, third part claims connected with any act, omission, fault or negligence of City in the installation and maintenance of the subject surveillance system.

This Memorandum of Understanding represents the understanding and agreement of the Parties with respect to the installation described herein and shall be effective as of the date executed by both Parties.

ENDORSED BY AVISTA:

By: Robert T. Lew
(Signature)
Robert T. Lew
(Name)
Manager
(Title)
9-11-03
(Date)

ENDORSED BY CITY:

By: Jeanie L. Sanders
(Signature)
Jeanie L. Sanders
(Name)
Mayor
(Title)
9-22-03
(Date)