

**INTERLOCAL AGREEMENT
BETWEEN OKANOGAN PUD AND OKANOGAN COUNTY SHERIFF'S OFFICE**

THIS AGREEMENT is made and entered into by and between Public Utility District No. 1 of Okanogan County (hereinafter "PUD") and Okanogan County Sheriff's Office (hereinafter "OCSO") pursuant to the authority granted by Chapter 39.24 RCW, Interlocal Cooperation Act.

**ARTICLE I
PURPOSE**

1.01 **PURPOSE.** The purpose of this Agreement is to set forth the terms and conditions under which OCSO will temporarily provide dam monitoring services, as identified in the Enloe Dam Emergency Action Plan (EAP). These services include 24/7 monitoring of Enloe Dam, and implementation of the EAP and the EAP Flowcharts. The additional surveillance will be requested by the PUD, if the PUD is unable to use routine EAP monitoring protocols at Enloe Dam, for any reason, including due to high flows, the OCSO will follow the EAP flowcharts, and then proceed with continuous surveillance of Enloe Dam. No new or separate legal or administrative entity is created by this Agreement.

1.02 **PROVISIONAL STATUS.** The parties acknowledge that this Agreement is being entered into without delay due to the extraordinary high flow conditions over Enloe Dam, and that the legislative bodies of both PUD and Okanogan County will need to ratify this Agreement at the earliest opportunity. The parties also acknowledge that prior to the expiration of this agreement a longer term agreement will need to be negotiated for various services provided by OCSO to the PUD.

**ARTICLE II
ADMINISTRATION**

2.01 **ADMINISTRATOR.** The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of the Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the party making the change shall notify the other party.

2.02 PUD's representative shall be Jeri Timm, Environmental Coordinator.

2.03 OCSO's' representative shall be Michael Worden, Chief of Special Operations/Communications.

**ARTICLE III
DURATION AND RENEWAL OF AGREEMENT**

3.01 **DURATION AND RENEWAL.** This Agreement shall be effective when executed by both parties and shall continue for a period of one hundred and twenty (120) days unless terminated in writing by either party as provided in Section 7.01 of this Agreement.

**ARTICLE IV
BILLING AND PAYMENT**

4.01 **BILLING AND PAYMENT.** OCSO will provide monitoring services at the rate of \$150/day. Upon receipt of OCSO invoice, PUD will remit payment within 30 days.

**ARTICLE V
PERFORMANCE OF AGREEMENT**

5.01 **COMPLIANCE WITH ALL LAWS.** Each party shall comply with all federal, state and local laws, rules, regulations and ordinances applicable to the performance of this Agreement, including, without limitation, all those pertaining to wages and hours, confidentiality, disabilities and discrimination.

5.02 **MAINTENANCE AND AUDIT OF RECORDS.** Each party shall maintain books, records, documents and other materials relevant to its performance under this Agreement. These records shall be subjected to inspection, review and audit by either party, or its designee, and the Washington State Auditor's Office.

5.03 **ON-SITE INSPECTIONS.** Either party, or its designee, may evaluate the performance of this Agreement through on-site inspection to determine whether performance is in compliance with the standards set forth in this Agreement and in compliance with federal, state and local laws, rules, regulations and ordinances.

5.04 **TREATMENT OF ASSETS AND PROPERTY .** No fixed assets or personal or real property will be jointly or cooperatively acquired, held, used or disposed of pursuant to this Agreement.

5.05 **CONFLICT OF INTEREST.** The elected and appointed officials and employees of the parties shall not have any interest, direct or indirect, which gives rise to a conflict of interest.

**ARTICLE VI
INDEMNIFICATION**

6.01 **INDEMNIFICATION.** If PUD's use of services under this Agreement gives rise to a claim or demand against OCSO, its appointed or elective offices, agents or employees, PUD agrees to and shall defend, indemnify and hold harmless OCSO, its appointed and elective officers, agents and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon OCSO, its elected or appointed officials, agents or employees for damages because of personal or bodily injury including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property, including loss of use thereof.

**ARTICLE VII
TERMINATION**

7.01 **TERMINATION.** Any party hereto may terminate this Agreement upon thirty (30) days' notice in writing to the party's last known address.

**ARTICLE VIII
GENERAL PROVISIONS**

8.01 **CHANGES, MODIFICATIONS, AMENDMENTS AND WAIVERS.**

The Agreement may be changed, modified, amended or waived only by written agreement signed by the parties. Any waiver of a term or condition of this Agreement shall apply only to the specific act, occurrence or omission, and shall not constitute a waiver as to any other term or condition or future act, occurrence or omission. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.

8.02 **ASSIGNMENT AND SUBCONTRACTING.** No portion of this Agreement may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of both parties.

8.03 **SEVERABILITY.** In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition or application.

8.04 **ENTIRE AGREEMENT.** This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

8.05 **FILING.** Pursuant to RCW 39.34.040, this Agreement shall be posted on the PUD's's public website.

IN WITNESS WHEREOF, the parties have executed this Agreement this 29th day of May, 2018.

Okanogan County Sheriff's Department:

By Frank Rogers
Frank Rogers, Sheriff

Public Utility District No. 1 of Okanogan County:

By Don Coppock
Don Coppock, Interim General Manager