

INTERLOCAL AGREEMENT FOR
Joint Use of Utility Infrastructure

This Interlocal Agreement is made and entered into this 22nd day of August, 2016, by and between **Public Utility District No. 1 of Okanogan County**, hereinafter "**PUD**", and **County of Okanogan**, hereinafter referred to as "**County**", pursuant to RCW 39.34.

WITNESSETH:

Whereas, RCW 39.34, the Interlocal Cooperation Act, authorizes multi-jurisdictional agreements for joint or cooperative action by and among public agencies of the state of Washington; and

Whereas, the Okanogan County Sheriff's Office, hereinafter "OCSO", is a department of Okanogan County; and

Whereas, OCSO desires to use certain infrastructure of the PUD for temporary use by OCSO for legitimate law enforcement activities; and

Whereas, PUD is willing to allow such installations pursuant to the terms and conditions herein, and

Whereas, OCSO is willing to coordinate the activities of all law enforcement agencies and be responsible for all law enforcement activities associated with this Agreement.

Now, therefore, in consideration of the terms, conditions and covenants contained herein,

The Parties Agree as Follows:

1. Installation. OCSO may install any Equipment necessary to perform legitimate law enforcement activities on utility poles belonging to the PUD and may energize such Equipment, if necessary, by direct contact to PUD secondary electrical lines without the installation of a meter and without prior notice to the PUD on the following conditions:

Installations shall meet, at a minimum, applicable NESC, NEC and OSHA guidelines. PUD requires that all Equipment shall be installed below the 120/240 volt connections of PUD transformers and secondary conductors. Installations on poles with street lights or near street lights shall not interfere with the normal operations of the street light. Note: Some street light circuits are energized at higher voltages than 120/240 volts. Connections to PUD secondary voltage (120/240) shall not compromise the insulation of the secondary conductor or alter existing connections or

installations. Connectors that pierce thru insulation to make an electrical connection shall not be used.

2. Records. The County, through OCSO, agrees to make and keep records of each installation, including the utility pole number as indexed by the PUD and such records shall include the date of installation and the date of removal of said Equipment, and the County, through OCSO, agrees to keep the above information for a minimum of three years from and after the date of removal, and agrees to make such information available to the PUD in the event of a claim for damages that may in any way, directly or indirectly, be the result of the installation or presence of said Equipment. In addition, the County, through OCSO, agrees to notify the PUD within 48 hours after removal of any Equipment and to provide the location and pole number to the PUD so that the PUD has the ability to inspect the pole, conductors, and other equipment. In the event of damage, the same may be repaired by the PUD and the County agrees to reimburse the PUD for the costs thereof.

3. Compensation. Because of the minimal consumption of power, the PUD agrees to waive any claim for electricity used by the County or for use of space on the utility pole.

4. Compliance with Laws. The County, in the performance of this Agreement, including installation and maintenance of said Equipment, agrees to comply with all applicable local, state and/or federal laws or ordinances and constitutions, including standards for installation, maintenance and operation of said Equipment.

5. Assignment. Neither party shall assign this Agreement, or any portion thereof, without the written consent of the other party.

6. Hold Harmless, Defend and Indemnification. All activities to be rendered or performed pursuant to this Agreement will be performed or rendered entirely at the County's own risk, and the County expressly agrees to hold harmless, defend and indemnify the PUD and all of its officers, agents, employees, elected officials or otherwise, from any and all liability, loss or damage, including reasonable costs of defense that may be suffered as a result of claims, demands, actions, or damages to any and all persons or property costs or judgments against the PUD, which result from, arise out of, or are in any way connected with, the activities to be performed by the County under this Agreement.

7. Termination for Cause. If the County fails to comply with any of the terms or conditions of this Agreement, the PUD may terminate this Agreement in whole or in part and thereupon shall notify the County of the termination, the reasons therefor, and the effective date; provided, such effective date shall not be prior to notification to the County.

8. Termination for Other Grounds. This Agreement may also be terminated by either party, in whole or in part, upon the giving of 30 days prior written advance notice

to the other party. In the event of cancellation for cause, or otherwise, the County agrees to remove or require removal of any and all Equipment from the PUD's system within 30 days and if not so removed, all Equipment may be removed by the PUD and all charges therefore shall be assessed against the County using the PUD's normal hourly rate for personnel and equipment.

9. Administration. This Agreement shall be administered by the Okanogan County Sheriff for the County and by the General Manager for the PUD.

10. Relationship of the Parties. The Parties intend that as between the County and the PUD, an independent contractor relationship will be created by this Agreement and the Okanogan County Sheriff will be responsible for the conduct and control of all deputies and other personnel that are acting pursuant to this Agreement.

11. Severability. In the event that any provision in this Agreement shall be determined to be unenforceable or otherwise invalid for any reason, such provision shall be enforced and validated to the extent permitted by law. All provisions of this Agreement are severable and the invalidity of a single provision hereof shall not affect the remaining provisions.

12. Governing Law, Venue and Attorneys' Fees. This Agreement shall be governed by the laws of the State of Washington and/or applicable federal law and venue for any action arising from this Agreement shall be in Okanogan County Superior Court unless removed to federal court. Except as may be otherwise specifically provided in this Agreement, in the event of any litigation between the Parties arising out of the existence of this Agreement, each Party shall pay its own attorney's fees and costs, regardless of the outcome of the litigation.


Dated at Okanogan, Washington this 2 day of August 2016.


ATTEST:

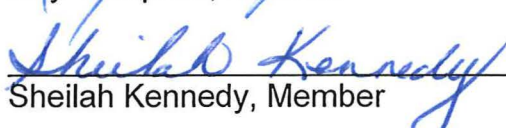

Laleña Johns, Clerk of the Board



BOARD OF COUNTY COMMISSIONERS
OKANOGAN, WASHINGTON


Jim DeTro, Chairman


Ray Campbell, Member


Sheilah Kennedy, Member

APPROVED AS TO FORM:




Albert Lin, Chief Civil Deputy

Okanogan County Sheriff's Office:

By 
Frank Rogers, Sheriff

Public Utility District No. 1 of Okanogan County:

By 
John Grubich, Manager

LICENSE AGREEMENT FOR UTILITY INFRASTRUCTURE

This Agreement is made and entered into this ___ day of _____, 2016, by and between Okanogan County Sheriff's Office, "OCSO", and _____, "Agency."

Whereas, pursuant to agreement with Public Utility District No. 1 of Okanogan County, "PUD," OCSO is responsible for coordinating the activities of all law enforcement agencies desires to use PUD utility infrastructure, and

Whereas, Agency has requested the temporary use of certain PUD utility infrastructure to conduct legitimate law enforcement activities in Okanogan County.

In consideration of the terms, conditions and covenants contained herein,

The Parties Agree as Follows:

1. Agency may install and maintain equipment necessary to perform legitimate law enforcement activities on PUD utility pole No. _____. Agency will provide OCSO with at least ___ days' prior written notice of installation and removal of its equipment. Agency may energize such equipment, if necessary, by direct contact to PUD electrical lines without the installation of a meter and without prior notice to the PUD on the following conditions:

Installations shall meet, at a minimum, applicable NESC, NEC and OSHA guidelines. PUD requires that all cameras and equipment shall be installed below the 120/240 volt connections of PUD transformers and secondary conductors. Installations on poles with street lights or near street lights shall not interfere with the normal operations of the street light. Note: Some street light circuits are energized at higher voltages than 120/240 volts.

Connections to PUD secondary voltage (120/240) shall not compromise the insulation of the secondary conductor or alter existing connections or installations. Connectors that pierce thru insulation to make an electrical connection shall not be used.

2. Compliance with Laws. The Agency agrees to comply with all applicable local, state and/or federal laws or ordinances and constitutions, including standards for installation, maintenance and operation of said equipment.

3. Assignment. Neither party shall assign this Agreement.

4. Hold Harmless, Defend and Indemnification. All activities conducted pursuant to this Agreement will be done entirely at the Agency's own risk, and the Agency expressly agrees to hold harmless, defend and indemnify OCSO, Okanogan County and the PUD and all of its officers, agents, employees, elected officials or otherwise, from any and all liability, loss or damage, including reasonable costs of defense that may be suffered as a result of claims, demands, actions, or damages to any and all persons or property costs or judgments against OCSO, Okanogan County and/or PUD, which result from, arise out of, or are in any way connected with, the activities to be conducted by the Agency under this Agreement.

5. Termination. OCSO may terminate this Agreement if the Agency fails to comply with any term or condition of this Agreement. This Agreement may also be terminated by either party for any reason upon the giving of 30 days' prior written advance notice to the other party. In the event of cancellation for cause, or otherwise, the Agency agrees to remove any and all equipment from the PUD's system within 30 days and if not so removed all equipment may be removed by the PUD and all charges

therefor shall be assessed against the Agency using the PUD's normal hourly rate for personnel and equipment.

6. Severability. In the event that any provision in this Agreement shall be determined to be unenforceable or otherwise invalid for any reason, such provision shall be enforced and validated to the extent permitted by law. All provisions of this Agreement are severable and the invalidity of a single provision hereof shall not affect the remaining provisions.

7. Governing Law, Venue and Attorneys' Fees. This Agreement shall be governed by the laws of the State of Washington and/or applicable federal law and venue for any action arising from this Agreement shall be in Okanogan County Superior Court unless removed to federal court. Except as may be otherwise specifically provided in this Agreement, in the event of any litigation between the Parties arising out of the existence of this Agreement, each Party shall pay its own attorney's fees and costs, regardless of the outcome of the litigation.

Dated this _____ day of _____, 2016.

Okanogan County Sheriff's Office:

By _____
Frank Rogers, Sheriff

(insert LE Agency):

By _____
Its _____