

**INTERLOCAL AGREEMENT FOR
Joint Use of Utility Infrastructure**

This Interlocal Agreement is made and entered into this 13th day of May, 2015, by and between **Public Utility District No. 1 of Okanogan County**, hereinafter referred to as "**PUD**", and **United States Border Patrol**, hereinafter referred to as "**Border Patrol**", under authority of 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 the Federal Government; and

Whereas, Border Patrol is an agency of the United States of America; and

Whereas, Border Patrol is desirous of utilizing certain infrastructure of the PUD for temporary use by Border Patrol for legitimate law enforcement activities; and

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

Whereas, Border Patrol 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. Border Patrol 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 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 lights. 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 through insulation to make an electrical connection shall not be used.

2. Records. Border Patrol agrees to make and keep records of each installation, including the utility pole number as indexed by PUD, and such report shall include the date of installation and the date of removal of said equipment. Border Patrol 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 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, Border Patrol agrees to notify PUD within 48 hours after removal of any such device, and to provide the location and pole number to PUD so that PUD has the ability to inspect the pole, conductors, and other equipment. In the event of damage, the same may be repaired by PUD, and Border Patrol agrees to reimburse PUD for the costs thereof.

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

4. Compliance with Laws. Border Patrol, 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 Border Patrol's own risk, and Border Patrol expressly agrees to hold harmless, defend and indemnify 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 PUD, which result from, arise out of, or are in any way connected with, the activities to be performed by Border Patrol under this Agreement.

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

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, Border Patrol agrees to remove, or cause to be removed, any and all equipment from PUD's system within 30 days. If not so removed, all equipment may be removed by PUD and all charges therefor shall be assessed against Border Patrol using PUD's normal hourly rate for personnel and equipment.

9. Administration. This Agreement shall be administered by the General Manager for the PUD.

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

Dated this 13th day of May, 2015.

United States Border Patrol

By Kolo B. Moser

Printed Name Kolo B. Moser

Title Patrol Agent in Charge

Public Utility District No. 1 of Okanogan County

By John R. Grubich
John R. Grubich, General Manager