INTERLOCAL AGREEMENT BETWEEN THE OKANOGAN IRRIGATION DISTRICT AND THE CITY OF OKANOGAN FOR GENERAL EQUIPMENT AND/OR SERVICES

THIS INTERLOCAL AGREEMENT, hereinafter "Agreement", is made and entered into this 8th day of December, 2025, between the Okanogan Irrigation District, an Irrigation District organized under the laws of the State of Washington, hereinafter "District", and the City of Okanogan, a Washington municipal corporation, hereafter "City", and collectively the "parties", pursuant to the authority granted by Chapter 39.34 RCW, Interlocal Cooperation Act.

RECITALS:

Whereas, the District and City are in need of reciprocal assistance for general equipment and/or services for the maintenance, construction and operations of each; and

Whereas, the District and City may provide equipment and services to the other for their respective uses in the maintenance and operations of their public works.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties do hereby agree as follows:

Section 1 - Purpose. The purpose of this Agreement is to set forth the terms and conditions under which the District and City will provide equipment and/or services through their respective public works, as requested by either party in a manner convenient to the entity providing the equipment or service. Either party to this Agreement shall make a reasonable effort to assure the availability of the equipment and/or services to the other party.

Section 2 - Administration.

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

2.2 District's Representative. The District's Representative shall be the District Manager.

2.3 City's Representative. The City's Representative shall be the City's Public Works Director.

Section 3 – Scope. This Agreement shall allow the following activities:

a. The use of equipment and/or machinery ("equipment") owned by either party; and
b. The use of qualified operators of either party for said equipment and/or machinery.

Section 4 – Duration and Renewal. This Agreement shall be effective when executed by both parties and shall continue unless terminated in writing upon 30 days' notice by either party. Thereafter, this Agreement shall automatically renew annually on January 1st, unless terminated by either party.

Section 5 – Compensation. The parties hereby agree to reimburse the other for the costs of the services performed or equipment rented as requested and shall be based on the current hourly rate of pay (including overtime if necessary) for the employees involved, including benefit costs, and the hourly rate for the equipment, as established by either party and as provided reciprocally to each on January 1st of each year. An invoice for the costs shall be provided within 30 days of the service or equipment rental. The amount shall be paid within 30 days after billing.

Section 6 – Performance of Agreement.

6.1 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 laws pertaining to wages and hours, confidentiality, disabilities and discrimination.

6.2 Treatment of Assets and Property. No fixed assets or personal or real property are jointly or cooperatively acquired, held, used or disposed of pursuant to this Agreement.

6.3 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' authorized representatives.

Section 7 – Notice. For all purposes under this Agreement, except service of process, notice to the District shall be to the District Manager, 37A Douglas Road, Okanogan, WA 98840, and notice to the City shall be to the Public Works Director, City of Okanogan, P.O. Box 752, Okanogan, WA 98840.

Section 8 – Indemnification. Each party agrees to and shall defend, indemnify, and hold the other harmless, its appointed and elected officials, 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 the other, it's 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 on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the other, its elected officers, employees or their agents, except only such injury to persons or damage to property as shall be occasioned by the sole negligence of one party, its appointed or elected officials, agents or employees.

Section 9 – Disputes.

9.1 Governing Law and Venue. This Agreement shall be dealt with exclusively by the laws of the State of Washington. Okanogan County Superior Court shall be the sole proper venue for any and all suits brought to enforce or interpret the provisions of this Agreement.

9.2 Attorney's Fees. Any legal action or other proceeding that is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recovery of the costs of litigation, including arbitration and appeal, and including reasonable attorney's fees and costs.

Section 10 – Termination. Either party may terminate this Agreement upon 30 days' notice in writing either personally delivered or mailed with postage prepaid by certified mail, return receipt requested, to the party's last

known address for the purpose of giving notice under this paragraph. If this this Agreement is so terminated, the party shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Section 11 – General Provisions.

11.1 Changes, Modifications, Amendments and Waivers. This Agreement may be changed, modified, amended and waived only by written agreement signed by the parties' authorized representatives and approved by each parties' legislative authority. 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. A waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.

11.2 Severability. In the event any term or condition of this Agreement or application therefore to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or application of this Agreement which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this Agreement are declared severable.

11.3 Filing or Posting. This Agreement shall be filed or posted pursuant to RCW 39.34.040.

11.4 Necessary Return. Either party may reclaim any equipment at any time from the other as deemed necessary in the case of an emergency.

DATED the day and year first above written.

DISTRICT:

By _____
Mark H. Christoph, Board President

By _____
Brad Armstrong, District Manager

CITY:

By _____
Wayne Turner, Mayor

ATTEST:

_____
Jessica Blake, Clerk-Treasurer