

AGREEMENT FOR COOPERATIVE ACTION 430-2102
AMENDMENT NO. 7

Pursuant to Article 5, the following changes are hereby incorporated into this Contract:

- A. Description of Change: To extend the term of this agreement and allow for an increase in the mileage rate from \$0.51 per mile to \$0.53 per mile.
- B. Time of Completion: The term of this Agreement shall be extended by one (1) calendar year from December 31, 2009 to December 31, 2010.
- C. Contract Price Adjustment: As a result of this Amendment, effective January 1, 2010, the Contract mileage compensation rate charged for services performed under this agreement shall be billed in accordance with Section A. There is no change to the current hourly rates for Regular or Reserve Deputies. This Amendment shall not provide any basis for any payments to or claims by the Contractor as a result of or arising out of the performance of the work described herein.
- D. Except as specifically provided herein, all other Contract terms and conditions shall remain unchanged.

GRANT COUNTY, WASHINGTON

PUBLIC UTILITY DISTRICT NO. 2 OF
GRANT COUNTY, WASHINGTON

Accepted By: *Frank DeTale*
Authorized Signature

Dawn Woodward
Dawn Woodward

Title: Sheriff

Title: Hydro Director

Date: 1-13-2010

Date: 1-11-10

Sent to
Keyfile

430-2102

ORIGINAL

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AGREEMENT FOR COOPERATIVE ACTION

THIS AGREEMENT made this 1st day of JUNE, 2004, between PUBLIC UTILITY DISTRICT NO. 2 OF GRANT COUNTY, a public utility incorporated under the laws of the State of Washington, herein referred to as the "District", and GRANT COUNTY, herein referred to as the "County."

RECITALS

Cooperative action between the District and the County has been proposed whereby various services would be provided as needed; and,

Joint utilization of agreements and the exchange of services as described herein in accordance with the terms of the Interlocal Cooperative Act, RCW 39.34, will work to the mutual benefit of the District and the County. Such cooperative action will result in savings to the public and will better serve the needs of the District and the County service areas; and,

The District and the County wish to take advantage of the benefits afforded to cooperatively operate their public agencies more efficiently as described herein and otherwise agreed; and,

The County has established and maintains a Sheriff's Department which provides law enforcement services; and,

In response to national and local heightened security concerns, the District and the County are desirous of entering into an agreement for the purposes of utilizing County law enforcement personnel to provide security services at the District's hydroelectric projects.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. PURPOSE AND SCOPE

The purpose of this Agreement is for the County to provide the District with a fully commissioned Sheriff's deputy who will provide on site patrols of Priest Rapids Project facilities which include the Priest Rapids Dam and Wanapum Dam as well as area transmission and distribution facilities, and buildings including the Wanapum Maintenance Center, Wanapum Village and Engineering building, Wanapum Indian Village at Priest Rapids and Fish Rearing facilities at Priest Rapids. Patrol services shall vary depending upon security alert levels set by the Homeland Security Office and the significance of the alert as determined by District representative.

a. County services to be provided.

The District Hydro director shall request vehicle and foot patrols based on five alert levels as listed below. The District Hydro director in consultation with the Sheriff's department may establish patrols in addition to or less than those provided below. The Sheriff shall confirm with the District that it is able to provide the requested patrols and shall provide the number and type of patrols as agreed.

There are five alert levels: Green (low), Blue (guarded), Yellow (elevated), Orange (high), and Red (severe).

Basic Patrol requirements for the various alert levels are as follows:

- Green (low) – two (2) hour vehicle patrols through the unlocked areas of the Priest Rapids Dam, the Wanapum Dam, and other project facilities two nights per week randomly selected by the Sheriff.
- Blue (guarded) – two (2) hour vehicle patrols through the unlocked areas of the Priest Rapids Dam, the Wanapum Dam, and other project facilities weekend nights (Friday, Saturday, and Sunday night) and two (2) weekday nights randomly selected.
- Yellow (elevated) – five (5) hour vehicle patrols through the unlocked areas of the Priest Rapids Dam, the Wanapum Dam, and other project facilities seven nights a week beginning at random times after 7:00 p.m.
- Orange (high) – six (6) hour vehicle and two (2) hour foot patrol through locked and unlocked areas of the Priest Rapids Dam, the Wanapum Dam, and other project facilities seven nights per week beginning at random times after 7:00 p.m.
- Red (severe) – 24 hour continuous vehicle and foot patrols through locked and unlocked areas of the Priest Rapids Dam, the Wanapum Dam, and other project facilities.

The Sheriff shall be provided all needed keys to access locked areas of each dam. Vehicle patrols include the officer driving a marked patrol car through the areas accessible by vehicle around each dam. Foot patrols include a uniformed officer walking about and through each foot accessible area of each dam.

b. Standards for service

The County shall provide law enforcement services required herein consistent with good police practices.

c. Additional services

The Homeland Security Office often provides various conditions to the alert level depending upon the perceived nature of the threat. Law enforcement, District security consultants, and the Federal Energy Regulatory Commission (FERC) also may indicate specific conditions to the alert level. Because of these additional varying conditions, it may be necessary for the District to adjust the hours and type of patrol at a given alert level. Additional patrols and

additional hours requested by the District representative shall be provided by the County and the County will be compensated by the District according to the schedule specified in Section 2.

2. COMPENSATION

The District shall compensate the County at the following rates:

Reserve Deputy

Vehicle patrol through unlocked areas: \$21.00 / hour plus mileage at \$ 0.36/ mile.

Vehicle patrol through locked areas: \$ 21.00/ hour plus mileage at \$ 0.36 / mile.

Foot patrol through locked areas: \$ 21.00/ hour.

Regular Deputy

Vehicle patrol through unlocked areas: \$35.00 to \$50.00 / hour plus mileage at \$ 0.36/ mile.

Vehicle patrol through locked areas: \$ 35.00 to \$50.00 / hour plus mileage at \$ 0.36 / mile.

Foot patrol through locked areas: \$ 35.00 to \$50.00/ hour.

The specific amount is established by the given officer's contract rate. All overtime for Deputies is at 1-1/2 normal hourly rate.

3. BILLING

The County shall bill the District for the services provided at the compensation rates provided in Section 2. The County will provide a detailed invoice, including a record of all hours spent and miles driven by County deputy sheriffs in providing the services, on the 5th of each month following the month for which services were provided with payment of the invoice to be "net 25 days."

4. TERM

The Agreement shall be effective upon execution of both the District and the County and upon filing in the manner specified in Section 15 below. It shall remain in effect until December 31, 2006 or until it is terminated by either party giving the other not less than thirty (30) days written notice of termination. No termination of this Agreement shall release the Parties from any liability or obligation with respect to any matter occurring prior to such termination.

5. AMENDMENT

This Agreement may not be altered or amended unless such amendment is reduced to writing, mutually agreed upon and signed by authorized personnel of both parties.

6. ADMINISTRATOR.

(i) The Hydro Director shall be the sole Administrator of this Agreement for the District.

(ii) The Chief of Patrol shall be the Administrator of this Agreement for the County insofar as it relates to agreed upon services.

Each Administrator shall assure that all activity/work is performed in accordance with good practice and in compliance with all applicable codes, standards and regulations of any public authority having jurisdiction.

Each administrator shall see to it that all activity/work shall be performed in full compliance with all obligations and responsibilities imposed by any applicable laws or regulations, including but not limited to RCW 39.12.

7. NOTICE

Notice required pursuant to the terms herein from one party to the other may be made in writing, orally, by telephone or facsimile, and any other notices, except service of process, shall be effective if personally served upon the other party or mailed by registered mail, return receipt requested, to the following addresses and telephone numbers:

Public Utility District No. 2 of Grant County
Attention: Leon Hoepner, Hydro Director
15655 Wanapum Village Lane
Beverly, WA 99321
Telephone: 509-754-5081
Fax: 509-754-5074

Grant County Sheriff's Office
Attention: Courtney Conklin, Chief of Patrol
35 C Street SW / PO Box 37
Ephrata, Washington 98823
Telephone: (509) 754-2011

Notices mailed shall be deemed given on the day of mailing. The Parties shall notify each other in writing of any change of address.

8. INDEPENDENT CONTRACTOR

The Parties understand and agree that the County is acting hereunder as an independent contractor and shall maintain all control of County personnel standards of performance, discipline and all other aspects of personnel performance. All County personnel rendering service hereunder shall be, for all purposes, employees of the County.

No agent, employee or representative of the District shall be deemed to be an agent, employee, or representative of the County for any purpose, and the employees of the District are

not entitled to any of the benefits the County provides to its employees. No agent, employee or representative for the County shall be deemed to be an agent, employee or representative of the District for any purpose, and the employees of the County are not entitled to any of the benefits the District provides to District employees.

9. RECORDS

The Parties hereto shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the terms described herein. Said records shall be subject to inspection, review or audit by personnel of both Parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents and other material relevant to this Agreement shall be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the Parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this Agreement to the other party shall remain the property of the furnishing party unless otherwise agreed. The receiving party will not disclose or make available this material to any third party without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to ensure that the records and documents provided by the other party are not erroneously disclosed to third parties.

10. RECORDING

The Parties herein agree to file this Agreement as required pursuant to the terms of RCW Chapter 39.34.

11. ASSIGNMENT

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

12. WAIVER

A failure by either party to exercise its rights to this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

13. SEVERABILITY

If any provision of this Agreement or any provisions of any documents incorporated herein by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provisions, if such remainder

conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end, the provisions of this Agreement are declared to be severable.

14. OWNERSHIP OF FACILITIES.

Nothing in this Agreement shall in any way affect either party's ownership of its facilities.

15. FILING.

The Administrators shall, in compliance with RCW 39.34, upon execution of this Agreement, have it filed with the Auditor of Grant County.

16. RESPONSIBILITY OF LIABILITY

Nothing in this Agreement or the provision of services pursuant thereto shall create or impose liability on the District or the County for the acts of the other, for facilities or damage to facilities of the other.

17. INDEMNIFICATION

The District and the County each agree to be responsible and assume liability for their own wrongful and/or negligent acts or omissions, or those of their officers, agents or employees to the fullest extent required by law, and further agree to save, indemnify, defend and hold the other party harmless from any such liability. In the case of negligence of more than one party, any damages allowed shall be levied in proportion to the percentage of negligence attributable to each party.

18. ATTORNEY'S FEE./ JURISDICTION

If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements, in addition to any other relief granted. Any legal dispute between the parties shall be governed by the laws of the State of Washington.

19. ENTIRE AGREEMENT.

This instrument embodies the entire Agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein. This Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the parties hereto.

Executed this 1st day of JUNE, 2004.

Board of Grant County Commissioners

L. O. Olsen
, Chairman

Tommy [unclear]
, Commissioner

, Commissioner

ATTEST:

Awen Palmer
, Clerk of the Board

ATTEST:

Frank DeTrolie
Frank DeTrolie, Sheriff

Public Utility District No. 2 of Grant
County, Washington

By: Sam De [unclear]
Hydro Director