

AMENDED BOAT USE PERMIT

This agreement made this 16th day of JUNE, 2014 by and between Grant County Sheriff's Office, hereinafter called "GCSO", Kittitas County Sheriff's Office, hereinafter called "KCSO" and Public Utility District No. 2 of Grant County, Washington, hereinafter called "District".

RECITALS:

Whereas, GCSO and KCSO desire to use the District's 21'6" Northwest Jet Boats and SeaDoo Jet Skis located at the Wanapum Maintenance Center and at Priest Rapids Dam, for search and rescue and patrol of the Priest Rapids and Wanapum Reservoirs.

Whereas, GCSO and KCSO desire to use District trucks available at each location to tow the boats and jet skis as necessary for the above described use.

Whereas, the District is willing to permit GCSO and KCSO to use the boats, jet skis and trucks subject to the conditions stated herein.

Whereas, GCSO and KCSO are authorized to provide police protection and search and rescue services in Grant County, Washington.

Whereas, the District, the GCSO and KCSO desire to enter into an agreement to promote public safety and welfare.

Now, therefore, in consideration for the mutual promises set forth herein, the parties agree as follows:

USE PERMIT

1. Incorporation of Recitals. The foregoing recitals are incorporated into this Agreement.
2. Use. The District shall retain the right to use the boats, jet skis and trucks for whatever reason whenever it deems necessary or desirable. When the boats, jet skis and trucks are not in use or required for use by the District, the GCSO and KCSO shall have the right to use the same in accordance with this Agreement. GCSO and KCSO shall use the boats, jet skis and trucks in a reasonable manner and comply with and conform to all national, state, municipal, police and other laws, ordinances and regulations relating to the use of the boats, jet skis and trucks.

3. Personnel. GCSO and KCSO personnel who use the District boats, jet skis and trucks shall be trained in all facets of boating and law enforcement. The District shall not be responsible in any manner for the training of GCSO and KCSO personnel or any of their acts or omissions. None of the GCSO and KCSO personnel shall be considered employees or agents of the District.
4. Use at Sole Risk to GCSO and KCSO. GCSO and KCSO shall use the District boats, jet skis and trucks, or other equipment at GCSO and KCSO's sole risk and expense. In the event the boats, jet skis and trucks, or other equipment are damaged or destroyed while under control of GCSO or KCSO, its officers, agents or employees through their negligence, GCSO and/or KCSO shall pay for the cost of making repairs to the same or pay the fair market value of the boats, in the event the same is destroyed. The District retains all obligation for normal maintenance and operation costs of the boats, jet skis and trucks. GCSO and KCSO shall not be responsible for any physical loss or damage resulting directly from lack of maintenance on borrowed boats, jet skis and trucks or other equipment.
5. Location and Access.
  - A. During business hours (6:00 AM to 4:30 PM) GCSO and KCSO personnel responding to an emergency are requested to report to the Wanapum Maintenance Center and contact the Wanapum Control Room by calling 754-5007 or Priest Rapids Control Room by calling 754-5006.
  - B. The entrance to the Maintenance Center is closed and secured. When responding to an emergency occurring during off-hours, weekends, and holidays GCSO and KCSO personnel must use the phone located to the left of the entrance to gain entry to the Maintenance Center Yard.
  - C. The entrance to Priest Rapids Dam is closed and secured at all times. When responding to an emergency occurring during off-hours, weekends, and holidays GCSO and KCSO personnel must use the phone located to the left of the entrance to gain entry to the Priest Rapids Yard.
  - D. During weekends, the boats, jet skis and trucks will be available inside the Maintenance Center Yard.
  - E. When the boats, jet skis or trucks are no longer needed, they will be returned to the location from which they were obtained.
6. No Warranties. The District disclaims all warranties, express or implied, and all representations concerning the boat's, jet skis or truck's, or other equipment's fitness for GCSO and KCSO's intended use.

7. Indemnification. GCSO and KCSO shall defend, indemnify, and hold harmless, the District and its officers, agents or employees, against claims and liability for damages of any nature, including death, whether to property or person, including but not limited to, GCSO and KCSO employees, directly or indirectly, rising from or out of the use of the District's boats, jet skis and trucks, or other equipment by GCSO or KCSO, its agents, employees or volunteers.

In case any suit or other proceeding shall be brought against the District, or any and all of its officers, agents, servants, or employees at any time on account or by reason of any negligence of GCSO or KCSO or any of its officers, agents, employees or volunteers, GCSO and KCSO agree to assume the defense thereof and to defend the same at GCSO and/or KCSO's own expense and to pay any and all costs, charges, attorneys fees, and other expenses, and any and all judgments that may be incurred by, or obtained against, the District, or any and all of its other proceedings, in the case of any judgement or other lien by places upon, or obtained against, the District's property, GCSO and/or KCSO will at once cause the same to be dissolved and discharged by giving bond or otherwise.

The District, GCSO and KCSO hereby acknowledge this indemnity was mutually negotiated and agreed to by both parties.

8. Insurance.

A. Watercraft Insurance. GCSO and KCSO shall carry watercraft liability insurance in the amount of one million dollars (\$1,000,000.00). This insurance shall apply to any liability arising out of the use of any of the District's boats, jet skis and trucks by GCSO and KCSO, its officers, agents, employees or volunteers, and the District shall be named an additional insured on GCSO and KCSO's watercraft liability policies.

B. Auto Insurance. GCSO and KCSO shall provide an insurance certificate to the District indicating that GCSO and KCSO each has one million dollars (\$1,000,000.00) automobile liability insurance coverage.

9. Duration and Termination. This Agreement shall remain in full force and effect from and after the date specified above until terminated by any party upon ten days prior written notice. Upon termination, GCSO and KCSO shall remove any and all of its materials from the District's boats, jet skis or trucks.

10. Joint Operation. The administration of this Agreement shall be conducted by one (1) person from GCSO, KCSO and the District.

11. Applicable Law - Venue. This Agreement shall be governed by and interpreted according to the laws of the State of Washington. In the event of any suit or

action or other legal proceeding to enforce this Agreement, venue shall be in the Superior Court of Grant County, Washington and the prevailing party shall be entitled to recover reasonable attorney fees.

12. Ownership. The boats, jet skis and trucks, or other equipment is, and shall at all times be and remain, the sole and exclusive property of the District; and the GCSO and KCSO shall have no right, title or interest therein or thereto.
13. Assignment. GCSO and/or KCSO may not assign this Agreement in whole or in part, voluntarily or by operation of law.
14. Complete Agreement. This Agreement constitutes the entire and integrated Agreement of the parties, supersedes all other related agreements pertaining to boat and watercraft use, and may not be modified except in writing signed by all parties.
15. Authority. Each of the undersigned represents that he has the authority to execute this Agreement.
16. Authority. This Amended Boat Use Permit supersedes the 2008 permit.

PUBLIC UTILITY DISTRICT  
NO. 2 OF GRANT COUNTY, WA

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

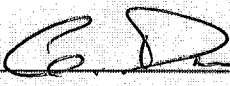
GRANT COUNTY  
SHERIFF'S OFFICE

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

KITTITAS COUNTY  
SHERIFF'S OFFICE

By: 

Title: Sheriff

Date: 7.2.2014

DATED this 16<sup>th</sup> day of June, 2014.

BOARD OF COUNTY COMMISSIONERS  
GRANT COUNTY, WASHINGTON

Carolann Swartz  
Carolann Swartz, Chair

Richard Stevens  
Richard Stevens, Vice Chair

Cindy Carter  
Cindy Carter, Member

ATTEST:

Barbara J. Vasquez  
Barbara J. Vasquez  
Clerk of the Board

Approved as to form:

Dalton Lee Pence  
Dalton Lee Pence  
Deputy Prosecuting Attorney  
Date: 6-11-14

GRANT COUNTY SHERIFF'S OFFICE

Tom Jones  
Tom Jones, Sheriff

Paul Jewell, Chairman DATE

Obie O'Brien, Commissioner DATE

Julie Kjorsvik, Clerk of the Board      DATE

Approved as to Form:

By: Margie Alumbaugh 7/2/14  
Deputy Prosecuting Attorney DATE