

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

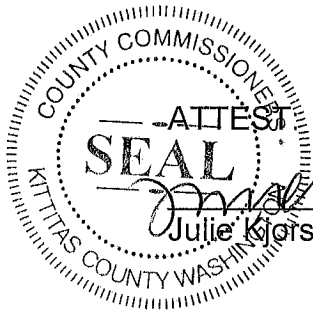
Tom Jones  
Tom Jones, Sheriff

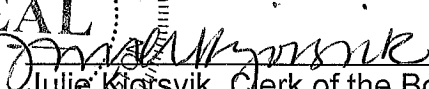
BOARD OF COMMISSIONERS  
KITITAS COUNTY, WASHINGTON

  
Paul Jewell, Chairman 7/15/14  
DATE

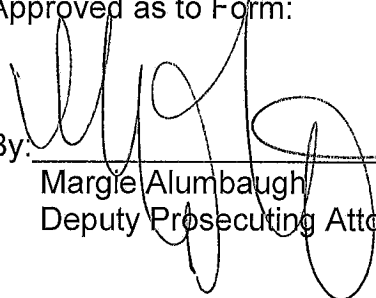
  
Gary Berndt, Vice-Chairman 7/15/14  
DATE

  
Obie O'Brien, Commissioner 7/15/14  
DATE



  
Julie Kjosvik, Clerk of the Board 7/15/14  
DATE

Approved as to Form:

By:  7/12/14  
Margie Alumbaugh  
Deputy Prosecuting Attorney DATE

# Certificate of Liability Insurance

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER.  
THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY BELOW

**INSURED MEMBER:**

Kittitas County, Washington  
Attn: Lisa Young, Riskmanager  
205 W 5th Avenue  
Ellensburg, WA 98926

**Coverage Afforded by the:**

Washington Counties Risk Pool  
2558 R.W. Johnson Road SW, Suite 106  
Tumwater, Washington 98512-6103

THIS IS TO CERTIFY THAT THE LIABILITY POLICY LISTED BELOW HAS BEEN ISSUED TO THE PARTICIPATING MEMBER NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGES AFFORDED BY THE POLICY DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICY.

**POLICY NUMBER:****20132014-RISKPOOL-KTCO****POLICY EFFECTIVE DATE:**

October 1, 2013

**POLICY EXPIRATION DATE:**

October 1, 2014

**LIMITS OF LIABILITY EACH OCCURRENCE****BI AND PD COMBINED:**

\$10,000,000.00

**TYPES OF INSURANCE AFFORDED:**

Including:

**General Liability**

Bodily Injury  
Personal Injury  
Property Damage  
Errors and Omissions/Professional  
Advertising Injury  
Contractual

Including:

**Automobile Liability**

Owned, nonowned and hired autos

**DESCRIPTION OF OPERATIONS/LOCATION/VEHICLES**

To use boats, jet skis and automobiles  
for law enforcement purposes

During the policy period 10/01/13-10/01/14

**CANCELLATION**

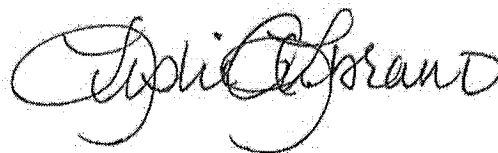
SHOULD THE ABOVE DESCRIBED POLICY BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE ISSUER, OR ITS AGENTS OR REPRESENTATIVES.

**CERTIFICATE HOLDER:**

Public Utility District #2 of Grant County  
15655 Wanapum Village Lane SW  
Beverly, WA 99321

**ISSUE DATE:****June 16, 2014**

Authorized Representative



Claims Assistant

## Washington Rural Counties Insurance Program

## CERTIFICATE OF INSURANCE

ISSUE DATE: 08/09/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE MEMORANDUM OF COVERAGE (MOC) BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the MOC must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the MOC, certain coverage may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b>	<b>COVERAGE PARTICIPANTS</b>
CANFIELD 451 Diamond Drive Ephrata, WA 98823 Phone: 509-754-2027 Fax: 509-754-3406	GENERAL LIABILITY WRCIP / Munich Re WRCIP / Torus Specialty Insurance Company AUTOMOBILE LIABILITY WRCIP / Munich Re WRCIP / Torus Specialty Insurance Company
<b>INSURED</b>	<b>PROPERTY</b> WRCIP / Munich Re et al.
Grant County PO Box 37 Ephrata, WA 98823	<b>CRIME / PUBLIC EMPLOYEE DISHONESTY</b> WRCIP / Munich Re

## COVERAGES

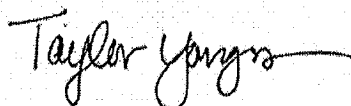
THIS IS TO CERTIFY THAT THE COVERAGES LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE COVERAGE PERIOD INDICATED, NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE MOC DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH MOC. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	MOC NUMBER	MOC EFF DATE	MOC EXP DATE	DESCRIPTION	LIMITS
<b>GENERAL LIABILITY</b>					
COMMERCIAL GENERAL LIABILITY OCCURRENCE FORM	WRCIP131433996	09/01/2013	09/01/2014	GENERAL AGGREGATE	\$15,000,000
				PRODUCT-COMP/OP AGG	\$15,000,000
				PERSONAL & ADV. INJURY	\$15,000,000
				EACH OCCURRENCE	\$15,000,000
				ANNUAL PROGRAM AGGREGATE	\$45,000,000
(LIABILITY IS SUBJECT TO A \$50,000 SIR PAYABLE FROM PROGRAM FUNDS)					
<b>AUTOMOBILE LIABILITY</b>					
ANY AUTO	WRCIP131433996	09/01/2013	09/01/2014	COMBINED SINGLE LIMIT	\$15,000,000
				ANNUAL PROGRAM AGGREGATE	Included w/Gl
(LIABILITY IS SUBJECT TO A \$50,000 SIR PAYABLE FROM PROGRAM FUNDS)					
<b>PROPERTY</b>					
	WRCIP131433996	09/01/2013	09/01/2014	ALL RISK PER OCC EXCL EQ & FL	\$100,000,000
				EARTHQUAKE PER OCC	\$15,000,000
				FLOOD PER OCC (Except FZ ADV, which is \$1MM)	\$35,000,000
				ANNUAL PROGRAM AGGREGATE	NONE
(PROPERTY IS SUBJECT TO A \$25,000 SIR PAYABLE FROM PROGRAM FUNDS)					
<b>CRIME/PUBLIC EMPLOYEE DISHONESTY</b>					
	WRCIP131433996	09/01/2013	09/01/2014	PER LOSS	\$1,000,000
(CRIME SUBJECT TO A \$25,000 PROGRAM SIR)					
<b>DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS</b>					

Regarding Amended Boat Use Permit, Contract #430-2722. Grant County Public Utility District No 2 of Grant County, Washington and its officers, agents, employees or volunteers, and the District are named as Additional Insureds regarding this contract only and are subject to coverage terms, conditions, and exclusions. Additional Insured endorsement is attached.

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED COVERAGE BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE PROVISIONS OF THE MOC.

<b>CERTIFICATE HOLDER</b>	<b>AUTHORIZED REPRESENTATIVE</b>
Public Utility District No. 2 PO Box 878 Ephrata, WA 98823	



## **ADDITIONAL INSURED ENDORSEMENT**

**THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:**

### **GENERAL LIABILITY COVERAGE PART**

#### **How Coverage is Changed**

It is agreed that the interest of any Additional Insured is recognized as their interests may appear, providing the certificate of insurance that this is attached to has been issued and is on file with the **Company**.

The Limits of Insurance applicable to the additional Insured are those specified in either the:

1. Written contract or written agreement; or
2. Declarations for this policy, whichever is less.

These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations.

#### **Other terms:**

All other terms of your Memorandum of Coverage remain the same.