FIRST AMENDMENT TO LETTER AGREEMENT FOR USE OF PROPERTY FOR STORAGE OF VEHICLES

THIS FIRST AMENDMENT to that certain Letter Agreement for Use of Property for Storage of Vehicles is entered into effective the 30th day after the date of the last signature noted below by and between PUBLIC UTILITY DISTRICT NO. 1 OF CHELAN COUNTY, WASHINGTON ("District") and CHELAN COUNTY ("County"), sometimes collectively referred to as "Parties."

RECITALS

1. The Parties entered into a Letter Agreement for Use of Property for Storage of Vehicles ("Letter Agreement") effective July 1, 2004, pursuant to the terms of which the County uses District real property located at 4104 Colockum Road, Malaga, Washington, to store impounded vehicles and other personal property.

2. The Parties mutually desire to amend the Letter Agreement as set forth in this First Amendment.

NOW, THEREFORE, in consideration of the mutual benefits and obligations set out in the Letter Agreement and this First Amendment and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties agree, and the Letter Agreement is hereby amended, effective on the 30th day after the date of the last signature noted below, as follows:

1. Section 4. Section 4 of the Letter Agreement is hereby amended in its entirety to read as follows:

4. Payment by County. County shall pay the District $200.00 per month for the use of said real property. The District shall invoice the County on a monthly basis. Payment is due by the 45th day following the date of the invoice. Any unpaid balances shall accrue interest at the rate of twelve percent (12%) per annum.
2. Legal Effect. Except as modified herein, all other provisions of the Letter Agreement shall remain in full force and effect.

PUBLIC UTILITY DISTRICT NO. 1
OF CHelan COUNTY

By:
Title: Director - Security Division
Date: April 7, 2009

CHELAN COUNTY

By:
Title: Sergeant
Date: 4/7/09
LETTER AGREEMENT FOR USE OF PROPERTY
FOR STORAGE OF VEHICLES

THIS LETTER AGREEMENT is entered into effective as of the last signature noted below by and between PUBLIC UTILITY DISTRICT NO. 1 OF CHELAN COUNTY, WASHINGTON ("District"), and CHELAN COUNTY ("County"), sometimes collectively referenced as "Parties."

RECITALS

1. The District and County entered into a Master Agreement for Cooperative Action ("Master Agreement") on October 12, 1998, to promote exchange and sharing of services and resources in accordance with the terms of the Interlocal Cooperation Act, RCW 39.34.

2. Paragraph K of the Master Agreement provides that specific arrangements between the District and the County be through Letter Agreements, subject to the terms of the Master Agreement, the terms of which are incorporated herein by this reference as if fully set forth.

3. The District owns real property that is secured by a chain-link fence that formerly housed diesel generators. The location of such property is 4101 Colockum Road, Malaga, Washington. The County has a need to store impounded vehicles and other personal property and has requested the use of the District property for such storage.

THE PARTIES AGREE AS FOLLOWS:

1. Recitals Incorporated. The recitals set forth above are incorporated herein by reference.

2. Duration of Use, Termination and Amendment. Each party shall have the right to terminate this Agreement and the use of said real property upon sixty (60) days' notice to the other Party. This Agreement shall be initially effective for a period of one (1) year from the date of this Letter Agreement. The parties agree to review this arrangement annually and determine if this Letter Agreement should be continued or terminated. This Letter Agreement may not be altered or
amended unless the amendment is in writing, mutually agreed upon and signed by authorized personnel of each Party.

3. **Access to Real Property and Security of Personal Property.** The District shall provide exclusive access to the real property located at 4101 Colockum Road, Malaga, Washington to Chelan County Sheriff’s Office for the purpose of storing personal property, including impounded vehicles. The County shall be responsible to secure said real and personal property at all times. The District shall have no responsibility or obligation to secure the real property or protect the personal property stored on the site.

4. **Payment by County.** County shall pay the District $150.00 per month for the use of said real property. The District shall invoice the County on a monthly basis. Payment is due by the 20th day of the month following invoicing. Any unpaid balances shall accrue interest at the rate of twelve percent (12%) per annum.

5. **Restoration of Real Property.** Upon termination of this Letter Agreement, the County agrees to restore the real property and the fencing to a condition similar to its current condition. Such restoration shall be done to the satisfaction of the District.

6. **Liability and Indemnification.** The District shall bear no responsibility or liability for loss of or damage to the personal property stored at the site. In the event a claim is made for damage to said personal property due to any cause whatsoever, including, but not limited to negligence, criminal acts of others, or Acts of God, the County shall defend, hold harmless and indemnify the District from any and all such claims.

7. **Administrators for this Letter Agreement.** The administrators for this particular Letter Agreement shall be as follows:

   For the District:
   Security Director

   For the County:
   Sheriff

   PUBLIC UTILITY DISTRICT NO. 1 OF CHelan COUNTY

   BY: [Signature]
   TITLE: Acting General Manager
   DATE: 3-1-04

   CHelan COUNTY

   BY: [Signature]
   TITLE: Chairman
   DATE: 6/21/04