AMENDMENT TO SERVICE AGREEMENT

AMENDMENT NO. 4
TO
SERVICE AGREEMENT
SA NO. 10 - 182

City of Wenatchee Police Department

1. **PARTIES:** The undersigned parties entered in the Professional Service Agreement dated on August 5, 2010.

2. **PROJECT DESCRIPTION:** The project completion date is hereby extended for one year, through December 31, 2014. All undisputed and correct Contractor invoices shall be submitted by January 31, 2015.

3. **HOURLY BILLING RATES:** For Services performed on and after January 1, 2014, the hourly rate shall be $67.20.

4. **PAYMENTS:** Services already provided under this agreement through December 16, 2013 total $24,208.35. The total cost of this Amendment shall not exceed $8,000.00, for a total contracted cost of not to exceed $32,208.35 (inclusive of all fees and costs incurred by the Contractor in the performance of this Agreement).

5. **TERMS:** All other terms and conditions of the Professional Service Agreement shall remain in full force and effect.

CITY OF WENATCHEE

By ________________________________
Frank Kuntz,
Mayor

Date: 12/17/13

PUBLIC UTILITY DISTRICT NO. 1 OF
CHELAN COUNTY, WASHINGTON

By ________________________________
William Larson,
Director of Security Division

Date: 12/26/13
AMENDMENT TO SERVICE AGREEMENT

AMENDMENT NO. 3
TO
SERVICE AGREEMENT
SA NO. 10 - 182

City of Wenatchee Police Department

1. **PARTIES:** The undersigned parties entered in the Professional Service Agreement dated on August 5, 2010.

2. **PROJECT DESCRIPTION:** The project completion date is hereby extended for one year, through December 31, 2013. All undisputed and correct Contractor invoices shall be submitted by January 31, 2014.

3. **HOURLY BILLING RATES:** For Services performed on and after January 1, 2013, the hourly rate shall be $66.80.

4. **PAYMENTS:** Services already provided under this agreement through December 31, 2012 total $21,001.95. The total cost of this Amendment shall not exceed $8,000.00, for a total contracted cost of not to exceed $29,001.95 (inclusive of all fees and costs incurred by the Contractor in the performance of this Agreement).

5. **TERMS:** All other terms and conditions of the Professional Service Agreement shall remain in full force and effect.

CITY OF WENATCHEE

By ________________________________
Frank Kuntz,
Mayor

Date: 2/14/2013

PUBLIC UTILITY DISTRICT NO. 1 OF
CHELAN COUNTY, WASHINGTON

By ________________________________
William Larson,
Director of Security Division

Date: 2/15/13
AMENDMENT TO SERVICE AGREEMENT

AMENDMENT NO. 2
TO
SERVICE AGREEMENT

SA NO. 10 - 182
City of Wenatchee Police Department

1. **PARTIES:** The undersigned parties entered in the Professional Service Agreement dated on August 5, 2010.

2. **PROJECT DESCRIPTION:** The project completion date is hereby extended for one year, through December 31, 2012.

3. **HOURLY BILLING RATES:** For Services performed on and after January 1, 2012, the hourly rate shall be $64.64.

4. **PAYMENTS:** Services already provided under this agreement through December 31, 2011 total $18,933.47. The total cost of this Amendment shall not exceed $8,000, for a total contracted cost of not to exceed $26,933.47 (inclusive of all fees and costs incurred by the Contractor in the performance of this Agreement).

5. **TERMS:** All other terms and conditions of the Professional Service Agreement shall remain in full force and effect.

CITY OF WENATCHEE

By: 
Frank Kuntz, Mayor

Date: 2/24/12

PUBLIC UTILITY DISTRICT NO. 1 OF
CHELAN COUNTY, WASHINGTON

By: Wayne Wight, Managing Director of District Services

Date: 2/5/12
1. **PARTIES:** The undersigned parties entered into the Professional Service Agreement dated on August 5, 2010.

2. **SCOPE OF SERVICES:** The parties agree to add to the scope of services described in that Agreement the amended services described in Exhibit A, which is attached hereto and incorporated by this reference.

3. **PAYMENTS:**
   The total amount of compensation for the original Service Agreement shall be decreased by $14,000.00 from $30,000.00 to $16,000.00. Payments for services under this Amendment No. 1 will be on a time and material basis, and shall not exceed $30,000.00, (inclusive of all fees and costs incurred by the Contractor in the performance of this Agreement), for a total Contract amount not to exceed $46,000.00.

4. **TERMS:** All other terms and conditions of the Professional Service Agreement shall remain in full force and effect.

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**CITY OF WENATCHEE**

By: [Signature]
Dennis Johnson - Mayor

**PUBLIC UTILITY DISTRICT NO. 1 OF CHELAN COUNTY, WASHINGTON**

By: [Signature]
Wayne Wright - Executive Manager

Date: 1-5-11

Date: 1-11-11
EXHIBIT A – SCOPE OF SERVICES
OVER $50,000

SA NO. 10 - 182

EXHIBIT A - SCOPE OF SERVICES AND PROJECT LEADERS

The Contractor executed Professional Services Independent Contractor Agreement dated the 5th day of August, 2010. Pursuant to the Agreement, the Contractor agrees to perform the Services described below at the hourly rates or price set forth below:

1. **PROJECT DESCRIPTION.**
   Contractor agrees to perform the following Services:

   a. Services on the project shall begin on January 1, 2011, and the project shall be completed on December 31, 2011.

   b. The services shall be performed at District properties within the city limits of Wenatchee. The project to be performed and the Deliverables to be delivered are described as follows: City of Wenatchee Police Department uniformed officers dedicated to patrolling the areas described above in 1b. Emphasis shall be placed on general law enforcement patrol duties, to include but not limited to: 1) Enforcement of Public Utility District No 1 of Chelan County Park Rules & Regulations contained in Exhibit A - Attachment 1 attached hereto and by this reference incorporated herein; 2) Criminal interdiction; 3) Investigation of criminal complaints; 4) Provide physical and informational assistance; 5) Protection of people and property; 6) Enforcement of safety, such as: bicycle, skateboard, roller-blade, and pedestrian; and 7) Maintain public order.

   Contractor shall provide officers with a copy of the District’s Rules and Regulations and the officers shall be familiar with the rules prior to commencing patrol in the area.

2. **PROJECT LEADERS.**

   The District’s Project Leader is Bill Larson, who may be reached by phone at (509)661-4333, by fax at (509)661-8014, and by email at william.larson@chelanpud.org.

   The Contractor’s Project Leader is Chief Tom Robbins, who may be reached by phone at (509)888-4201, fax at (509)888-4208, and by email at trobbins@wenatcheewa.gov.

3. **HOURLY BILLING RATES.**

   a. The Contractor shall perform the project described above and charge the following hourly rates for the Services: $63.10/hr.

   b. The total amount of compensation to be paid by the District for said Services shall not exceed $30,000.00 (inclusive of all fees and costs incurred by the Contractor in the performance of this Agreement).
4. **INVOICES:**

All undisputed and correct Contractor invoices shall be submitted by **January 15, 2012.**
SERVICES/INDEPENDENT CONTRACTOR AGREEMENT

SA NO. 10-182

1. PARTIES
Public Utility District No. 1 of Chelan County, Washington (hereinafter "District") has retained City of Wenatchee, (hereinafter "Contractor") a municipal corporation in the State of Washington, to perform services for the District pursuant to the following terms and conditions of this Services/Independent Contractor Agreement ("Agreement").

2. DEFINITIONS
Acceptance: Notice from District to Contractor that a Deliverable or Service has been completed in accordance with this Agreement.
Deficient or Deficiency: A failure of a Deliverable or an omission, defect or deficiency in a Deliverable, which causes it not to conform to Specifications, documentation or this Agreement to the District’s satisfaction.
Deliverables: Contractor's products which result from the Services and which are prepared for District (either independently or in concert with District or third parties) during the course of Contractor’s performance under this Agreement.
Specifications: The technical and other written specifications, directions and Deliverables that define the requirements between District and the Contractor.

3. SCOPE OF SERVICES AND DELIVERABLES
The Services to be performed and the Deliverables to be provided by the Contractor are described in Exhibit A attached hereto and by this reference herein incorporated. District shall have the right to review and test the Deliverables following Contractor’s delivery of each to District to determine whether the Deliverables conform to the requirements of the Agreement to District’s satisfaction. The District may either: reject a Deliverable if it is Deficient or contains a Deficiency, or accept each Deliverable ("Acceptance"). If the District rejects the Deliverables, Contractor shall, at District’s request, promptly correct all Deficiencies and, thereafter, District shall again have the opportunity to review and test the Deliverables. If Contractor is not able to correct all Deficiencies in the Deliverables within 30 days following their receipt by District, District shall have the right to terminate this Agreement, which termination shall be deemed due to Contractor’s default.
4. PAYMENT
Unless otherwise agreed and set forth in any exhibits hereto, the District will pay the Contractor monthly for undisputed amounts based on Services performed in accordance with the terms of this Agreement and as itemized on a correct written invoice to the District, as verified by the District Project Leader. All correspondence and invoices should be plainly marked with the SA number referenced above. Invoices may be delivered or mailed to Public Utility District No. 1 of Chelan County, 327 N. Wenatchee Ave., P. O. Box 1231, Wenatchee, WA 98807. Contractor shall bill the District on a monthly basis with net payment due thirty (30) days from the date that the correct invoice is received by the District. However, in no event shall the total amount of compensation to be paid by the District for said services, including all fees and costs incurred by the Contractor in the performance of this Agreement, exceed the amount authorized by the District.

The rate schedule is contained in Exhibit A. The same may be modified only in writing executed by both parties.
If Contractor fails to deliver Deliverables or to provide Services which satisfy Contractor’s obligations hereunder, District shall have the right to withhold any and all payments due hereunder. District may withhold any and all such payments due hereunder to Contractor, without work stoppage, until such failure to perform is cured.

5. CHANGES TO SCOPE OF SERVICES, COSTS ESTIMATE OR SCHEDULE
The Scope of Services, costs or schedule shall not be changed except in writing agreed to by both parties. The quoted fees and Scope of Services constitute the best estimate of the fees and tasks required to perform the Services as defined. This Agreement, upon execution by both parties hereto, can be amended only in writing and signed by both parties.

6. RELATIONSHIP OF PARTIES
The Parties intend that an independent contractor relationship will be created by this Agreement. The conduct and control of the Services and safety measures required by the Services lies solely with the Contractor. The Contractor is not to be considered an agent or employee of the District for any purpose and the Contractor is not entitled to any of the benefits that the District provides for the District’s employees. It is understood that the Contractor is free to contract for similar services to be performed for other parties while it is under contract with the District, provided that any work for others does not prevent the Contractor from fulfilling all the Contractor’s obligations pursuant to this Agreement.

Contractor, as an independent contractor, understands and acknowledges that it is not entitled and does not desire to be covered by any payroll taxes or other fringe benefits. Contractor agrees to pay its own social security taxes, income taxes and other health insurance benefits.

7. LIABILITY INSURANCE
The Contractor shall, at its own expense, carry and maintain the following liability insurance coverage throughout the course of performance of the work:
General Liability Insurance - $1,000,000 per occurrence/$2,000,000 aggregate.

Employer’s Liability (or Stop Gap) Insurance - $1,000,000 per occurrence, if applicable.

Automobile Liability Insurance - $1,000,000 per occurrence combined single limit of liability (if a vehicle is used in connection with the work). Professional Liability Insurance - $1,000,000 per claim.

The District shall be identified as an additional insured under the general liability and employer’s liability insurance required under this Agreement. It is the Contractor’s sole responsibility to provide updated insurance information to the District, including any notices of cancellation or reduction in limits of the Contractor’s insurance.

Worker’s Compensation Insurance. In addition to such other insurance as may be required under this Agreement, the Contractor, and its subcontractors, if applicable, at their own expense, shall also maintain workers compensation insurance in the amount and type required by law for all employees under this Agreement who may come within the protection of workers compensation laws. It is the Contractor’s and subcontractor’s sole responsibility to purchase and maintain coverage in compliance with the United States Longshoremen & Harborworkers Act (USL&H), Jones Act, or any federal or state statute which may be applicable to this project.

Certification. Within ten (10) days after the execution of this Agreement, the Contractor shall file with the District’s Insurance and Claims Department a certificate of insurance from its insurance company(ies) certifying to the coverage of all insurance required herein.

Insurance Shall Not Limit Liability. The insurance coverage and benefits required herein shall not be deemed to limit the Contractor’s liability to the District or any third party. In the event the minimum insurance limits specified in this Agreement are less than the maximum amount of insurance in effect for the Contractor at the time of claim or loss which arises from or is connected to the Work, Contractor affirmatively agrees that all insurance limits available to it will be extended to the District as additional insured.

8. INDEMNITY
The Contractor covenants and agrees that it will indemnify and hold harmless the District and any and all of the District’s officers, principals, agents and employees, from any liability, loss, damage, cost, charge or expense, whether direct or indirect and whether occasioned by injury or loss to persons or property, to which the District or said other indemnitees may be put or subject by reason of any act, action, neglect, omission or default under the Agreement on the part of the Contractor or any subcontractor or any of the Contractor’s or subcontractor’s officers, principals, agents or employees. With regard to any claim based on the concurrent negligence of the indemnitee, his agent or employee, and the indemnitee, the indemnitor’s liability under this section shall apply to the full extent of the negligence of the indemnitee, his agent or employee. This indemnity obligation specifically includes liability or alleged liability that may arise from injury or loss suffered by any employee of the Contractor or any
subcontractor regardless of any immunity provided by the Washington Industrial Insurance Act, RCW Title 51, or any other applicable law. THE TERMS OF THIS SECTION, SPECIFICALLY INCLUDING THE PRECEDING WAIVER OF IMMUNITY, SHALL BE DEEMED MUTUALLY NEGOTIATED TO THE FULLEST EXTENT ALLOWED BY THE LAWS OF WASHINGTON APPLICABLE TO THE DISTRICT.

9. DURATION AND TERMINATION
The Agreement shall be terminated by any of the following events: (a) death or dissolution of the Contractor, (b) failure to comply with any applicable law, (c) mutual agreement of the Parties, or (d) District giving the Contractor not less than fifteen (15) days advance written notice of termination, (e) failure of the Contractor to cure any material breach within (7) seven days of receipt of written notice from the District. The District may at any time stop performance of Services without terminating the Agreement. Otherwise, this Agreement shall remain in force until the Services contemplated hereunder are completed to the satisfaction of the District.

10. CONDITIONS OF SERVICE AND NON-INTERFERENCE WITH PROJECT OPERATIONS
The Contractor has informed itself of all conditions relating to the Services to be provided. Contractor understands that it may be performing Services hereunder at one or more of the District’s hydroelectric projects or other facilities and that Contractor must at all times conduct its business so as to create a minimum of interference with operation and maintenance of said projects and facilities.

11. STANDARD OF PERFORMANCE
Contractor will perform its Services with the level of skill, care and diligence normally provided by and expected of persons performing Services similar to and like those to be performed pursuant to this Agreement. Contractor understands and acknowledges that the District will be relying upon its accuracy, competence and credibility and the completeness of the Services to be provided hereunder. All personnel shall be fully qualified and authorized to perform the Services.

12. WORK PRODUCT
All data, designs, drawings, calculations, information obtained, materials information and the results of all Services performed by Contractor hereunder in written, electronic or other form, shall be considered work for hire and shall become the property of the District upon completion of the Services performed and shall be delivered to the District prior to final payment. The District's “Drafting Standards and Specifications,” if applicable, are attached.

13. DISCLOSURE OF CONFIDENTIAL INFORMATION
Contractor shall not divulge to any third parties any information, which is not otherwise publicly available, obtained from or through the District or developed hereunder without first obtaining approval from the District or its designated representative. Contractor shall supply all Deliverables provided hereunder in draft report form to the District for review and comment before any reports are finalized or distributed to any third Parties. If the parties have executed
a Confidentiality Agreement, it is attached hereto and the terms are incorporated into this Agreement by this reference.

14. PURCHASE OF MATERIAL/EQUIPMENT
Contractor agrees that any materials and/or equipment purchased hereunder at the direction of the District shall be in compliance with Washington public works and bid laws. Verification of compliance shall be provided upon written request by the District. Any materials and/or equipment purchased hereunder are the property of the District and upon completion of the Services, all such materials and/or equipment shall be returned to the District prior to the final payment. This includes all items purchased of which are charged to the District.

15. ACCESS TO RECORDS
The District shall have access to any book, document, paper and record of the Contractor which is pertinent to this Agreement for the purposes of making audits, examination, excerpt and transcriptions.

All such records and all other records pertinent to this Agreement and work undertaken pursuant to this Agreement not provided to the District shall be retained by the Contractor for a period of six (6) years after the completion of the work, pursuant to this Agreement, unless a longer period is required to resolve audit findings or litigation. In such cases, the District may request, and the Contractor shall abide by, such longer period for record retention.

16. QUALIFIED PERSONNEL
All services required hereunder will be performed by the Contractor or under Contractor's supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

17. COPYRIGHT
No reports, maps, plans, specifications or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor, or shall be deemed to be copyrighted by virtue of preparation by an engineer or architect or by virtue of any placement of a professional stamp on such reports, maps, plans, specifications or other documents, including but not limited to engineers' and architects' stamps.

18. COMPLIANCE WITH LAWS, RULES, AND REGULATIONS
Contractor shall comply with all applicable federal, state and local laws and regulations, all of which are deemed to be incorporated into this Contract as if fully set forth.
19. **DRUG FREE WORKPLACE**
Contractor agrees to abide by the Drug Free Workplace Act of 1988. Contractor shall immediately remove any employee from further work when it is determined that they are not fit for duty. Contractor further agrees that failure to comply with the aforementioned shall be cause for the District to immediately terminate this Agreement without advance notice.

20. **VIOLENCE IN THE WORKPLACE**
The Contractor shall be permitted to carry or possess firearms or other weapons as related to the services to be performed in Exhibit A in accordance with District Administrative Policy No. 118. A copy of which will be provided upon request.

21. **SAFETY**
The Contractor and subcontractors, if any, shall take all safety precautions and shall comply with all laws and regulations with regard to safety and the work to be performed.

22. **SECURITY**
Contractor agrees to comply with the District's Security and Badging Program as may be amended. The District will issue badges or provide other security access as deemed appropriate by the District to Contractor employees who are authorized to enter District facilities. The District's Security policy is available to the Contractor upon request.

23. **NOTICES**
Any notices shall be effective as personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the following addresses:

Chelan County PUD
Attn: Bill Larson
P. O. Box 1231
327 N. Wenatchee Avenue
Wenatchee, WA 98807
Phone: (509) 661-4379
Fax: (509) 661-8014

City of Wenatchee Police Department
Attn: Chief Tom Robbins
140 S Mission
PO Box 519
Wenatchee, WA 98807
Phone: (509) 888-4201
Fax: (509) 888-4208

24. **WAIVER OF BREACH**
The waiver by either party of the breach of any provision of this Agreement by the other party must be in writing and shall not operate or be construed as a waiver of any subsequent breach by such other party.

25. **ASSIGNMENT/SUBCONTRACTS**
Insofar as this Agreement pertains to services, the Contractor shall not assign or subcontract any portion of the Services without written permission from the District.
26. ATTORNEY’S FEES
In the event it is necessary for either party to utilize the services of an attorney to enforce any of the terms of this Agreement, such enforcing party shall be entitled to compensation for its reasonable attorney’s fees and costs. In the event of litigation regarding any of the terms of this Agreement, the substantially prevailing party shall be entitled, in addition to other relief, to such reasonable attorney’s fees and costs as determined by the court.

27. GOVERNING LAW AND VENUE
This Agreement shall be governed by the laws of the State of Washington. Contractor submits to the exclusive jurisdiction of the courts in the State of Washington, USA. Venue for any action to enforce or interpret this Agreement shall be in Superior Court for Chelan County, Washington.

28. AMENDMENTS
The scope of work, costs, schedule and other terms of this Agreement shall not be changed except in writing. Any such writing shall be agreed to and properly executed by both parties prior to the change being effective.

29. TIME IS OF THE ESSENCE
Time is of the essence in performance of the Services. The Contractor agrees to complete the Services to the reasonable satisfaction of the District within the contract agreed upon by the parties.

30. PRECEDENCE
In the event there is any conflict between a provision of this Agreement and any statement, term or provision in any exhibit or attachment hereto, this Agreement shall be controlling unless the conflicting provision in the exhibit or attachment expressly states that it supersedes or replaces a specific provision or provisions of the Agreement.

31. ENTIRE AGREEMENT
This instrument and any exhibits hereto contain the entire and final Agreement of the Parties.

32. AUTHORIZED SIGNATURES
Each individual executing this Agreement warrants they are fully authorized to bind principal to the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the 5th day of August, 2010.

PUBLIC UTILITY DISTRICT NO. 1 OF CHELAN COUNTY, WASHINGTON

By
Wayne Wright, Executive Manager

CITY OF WENATCHEE

By
Dennis Johnson, Mayor
EXHIBIT A - SCOPE OF SERVICES AND PROJECT LEADERS

The Contractor executed Professional Services Independent Contractor Agreement dated the 5th day of August, 2010. Pursuant to the Agreement, the Contractor agrees to perform the Services described below at the hourly rates or price set forth below:

1. **PROJECT DESCRIPTION.**
   Contractor agrees to perform the following Services:

   a. Services on the project shall begin on August 6, 2010, and the project shall be completed on September 30, 2010.

   b. The services shall be performed at District parks from the northern border of Walla Walla Point Park to the southern border of the Wenatchee Riverfront Park, and subject to the following time restrictions: 5pm - 9pm, seven (7) consecutive days.

   c. The project to be performed and the Deliverables to be delivered are described as follows: City of Wenatchee Police Department uniformed officers dedicated to patrolling the area described above in 1b utilizing bicycles to be provided by the Contractor. Emphasis shall be placed on general law enforcement patrol duties, to include but not limited to: 1) Enforcement of Public Utility District No 1 of Chelan County Park Rules & Regulations contained in Exhibit A - Attachment 1 attached hereto and by this reference incorporated herein; 2) Criminal interdiction; 3) Investigation of criminal complaints; 4) Provide physical and informational assistance; 5) Protection of people and property; 6) Enforcement of safety on the trail system such as bicycle, skateboard, roller-blade, and pedestrian; and 7) Maintain public order.

   Contractor shall provide officers with a copy of the District's Rules and Regulations and the officers shall be familiar with the rules prior to commencing patrol in the area.

2. **PROJECT LEADERS.**

   The District's Project Leader is Bill Larson, who may be reached by phone at (509)661-4333, by fax at (509)661-8014, and by email at william.larson@chelanpud.org.

   The Contractor's Project Leader is Chief Tom Robbins, who may be reached by phone at (509)888-4201, fax at (509)888-4208, and by email at trobbins@wenatcheewa.gov.
3. **HOURLY BILLING RATES.**

   a. The Contractor shall perform the project described above and charge the following hourly rates for the Services: $61.81/hr.

   b. The total amount of compensation to be paid by the District for said Services shall not exceed $30,000.00 (inclusive of all fees and costs incurred by the Contractor in the performance of this Agreement).

4. **INVOICES:**

   All undisputed and correct Contractor invoices shall be submitted by **October 15, 2010.**
PUBLIC UTILITY DISTRICT
NO. 1 OF CHELAN COUNTY

PARK RULES
&
REGULATIONS

Governing Public Use of
Parks Operated by:
Public Utility District No. 1 of Chelan County

Attachment 1
Exhibit A
Welcome to the parks built and operated by Chelan County PUD. Please review the rules and regulations to ensure an enjoyable and safe visit.

Chelan County PUD has developed and maintains an extensive system of public parks, campgrounds and boat docks and launches. Fourteen facilities have been constructed along our Rock Island, Rocky Reach, and Lake Chelan Hydro Project reservoirs. They have been provided for the use and enjoyment of the public. Several million people visit every year, evidence of the positive impact these parks have on the social, cultural, educational, and economic environment of the communities we serve.

For more information, contact the Chelan County PUD Parks Department at 661-4551 or toll free 888-663-8121, Ext. 4551. You may also call the PUD Park Info Line at 509-661-8006.
These Rules and Regulations are intended to assure the public that Public Utility District No. 1 of Chelan County (hereinafter called Chelan PUD) park and recreation facilities are operated and maintained in a clean, attractive and safe condition for the use and enjoyment of all park visitors and are open to all members of the public without discrimination.

These rules and regulations shall apply to all parks owned, operated, and maintained by Chelan PUD. These rules and regulations apply to Kirby Billingsley Hydro Park, Walla Walla Point Park, Wenatchee Riverfront Park, Rocky Reach Dam, Chelan Falls Park, Chelan Falls Powerhouse Park, Beebe Bridge Park and Chelan Riverwalk Park.

Additional recreational information is available at Chelan County PUD’s main office in Wenatchee, Wash.

The rules and regulations are as follows:

Section 1. Definitions
Section 2. Operating Hours
Section 3. Peace and Quiet
Section 4. Camping
Section 5. Pets
Section 6. Soliciting
Section 7. Vandalism
Section 8. Fires
Section 9. Firearms and/or Weapons
Section 10. Fireworks
Section 11. Rubbish and Sanitation
Section 12. Games
Section 13. Moorage and Use of Marine Facilities
Section 14. Swimming
Section 15. Food and Beverage Containers on Swimming Beach
Section 16. Use of Motor-Driven Vehicles
Section 17. Use of Non-Motorized Vehicles
Section 18. Speed Limits
Section 19. Intoxicants
Section 20. Park Scheduling, Permits and Fees
Section 21. Rules and Regulations Promulgation
Section 22. Failure to Comply
Section 23. Laws and Regulations
Section 1. Definitions

1. "Boat launch" shall mean any facility located in a Chelan PUD park designated for the purpose of placing or retrieving any vehicle-borne or trailer-borne watercraft into or out of the water.

2. "Registered Camper" shall mean any person 18 years or older that has registered and paid for a camp site.

3. "Camping" shall mean anyone erecting a tent or shelter or arranging bedding, or both, or parking a recreational vehicle or other vehicle for the purpose of remaining overnight.

4. "Camping party" shall mean an individual or a group of people (one to eight persons) that is organized, equipped and capable of sustaining its own camping activity.

5. "Director" shall mean the Director of Shared Services or his/her designee.

6. "Motor Vehicle" means any self-propelled device capable of being moved upon a road, and in, upon, or by which any persons or property may be transported or drawn, and includes, but is not limited to, automobiles, trucks, tractors, motorcycles, motor scooters, (jeeps or similar type) four-wheel drive vehicles, and snowmobiles, whether or not they can legally be operated upon the public highways.

7. "Park" means and includes all Chelan PUD parks and bodies of water contained therein, park drives, parkways, trails, swim beaches, boat launches, athletic fields, play structures, play and recreation grounds or other properties within park boundaries, owned or operated by Chelan PUD and under the management and control of Chelan PUD.

8. "Permit" means written authorization issued by the Director, or his/her designee, for any group or organization desiring to use park facilities for a specific purpose, which will exclude the general public.

9. "Person" shall mean all individuals, firms, partnerships, corporations, clubs, and all associations or combinations of persons whenever acting for themselves or by an agent, servant, or employee.

10. "Recreation vehicle (RV)" shall mean a vehicle/trailer unit, van, pickup truck with camper, motor home, converted bus, or any similar type vehicle which contains sleeping and/or housekeeping accommodations.
11. "Special Recreation Event" shall mean a group recreation activity in a Chelan PUD park, sponsored or organized by an individual or organization that requires reserving park areas, planning, facilities, staffing, or other services beyond the level normally provided at a Chelan PUD park to ensure public welfare and safety, and facility or environmental protection.

12. "Trail" means any path or track designed for use by pedestrians or bicycles and which is not of sufficient width, nor designed to permit its use by standard passenger automobiles, or other right-of-way specifically designated and posted for non-vehicular use.

13. "Substantial personal property" shall mean, a licensed vehicle, trailer, tent, dining fly, etc., and is a courtesy to other campers to clearly identify the site is occupied. Lawn chairs, tablecloths, coolers, etc., are not considered substantial personal property.

Section 2. Operating Hours

Chelan PUD shall establish for each park, according to existing conditions, times and periods when it will be opened or closed to the public. Such times and periods shall be posted at the entrance to the park and at the park office. No person shall enter or be present in a park after closing time (without written permission from the Director), except when camping in a designated campsite or camping area.

1. Any person, except an authorized Chelan PUD employee, or other person authorized by law, shall be prohibited from entering or going upon any area which has been designated and posted by Chelan PUD as a "no admittance" or "closed to use" or "no trespassing " or "employees only" area.

2. No overnight parking is permitted in Chelan PUD parks, except in designated overnight campgrounds, Permission to camp outside designated campsites will be limited to situations when the camping is directly related to an event that has public or community benefit.

3. Athletic events requiring lighting shall be concluded by 10:30 p.m., except for unusual and unforeseen emergencies as determined by the Director.

Section 3. Peace and Quiet

This section is to ensure the public can use the parks without undue disturbance and to ensure neighbors are not unnecessarily disturbed.
1. No person shall conduct themselves so that park users or park employees are disturbed in their sleeping quarters or in campgrounds between the quiet hours of 10 p.m. and 6:30 a.m.

2. No person shall use profane or abusive language, or conduct oneself in a disorderly manner on Chelan PUD park property.

3. No person shall engage in any activity that has been deemed potentially hazardous to public safety or park property, or incompatible with park property use as designated and posted by Chelan PUD.

4. No person shall use a powered public address system, amplified music speaker system, sound-emitting electronic equipment including electrical speakers, radio, phonographs, television, or other such equipment, at a volume which emits sound beyond the immediate individual camp or picnic site that may disturb other park users without written permission of the Director. Portable radios and music players are permitted, provided they shall not be operated at a volume or in any manner that unreasonably disturbs the peace of others.

5. People who desire to use loudspeakers, amplified music or public address systems in Chelan PUD parks shall make written application to the Director in advance of the proposed use. The application form may be obtained from the Director.

6. Engine-driven electric generators may be operated only between the hours of 8 a.m. and 9 p.m.

Section 4. Camping

Chelan PUD’s park and recreation system is designed and administered specifically to provide safe and enjoyable recreation for park visitors. To ensure this occurs, the following park rules apply to campers:

1. Chelan PUD campsites are not for residential use. As such, the following shall apply:

   **May 1 through Sept. 30** - Campers will be limited to ten (10) consecutive nights after which the campers must vacate the park for three (3) consecutive nights.

   **Oct. 1 through April 30** - Campers will be limited to fifteen (15) consecutive nights after which the campers must vacate the park for at least three (3) consecutive nights.
2. In order to afford the public the greatest possible use of Chelan PUD’s parks and provide 
camping on a fair and equal basis, campsites in those parks will be available on a first-
come, first-serve basis. Saving a campsite for someone else is not allowed.

3. Campers must immediately establish a campsite. The party registering (see Registered 
Camper, Section 1) for a campsite must occupy it each night.

   **Campsite Registration:** Select a site that is not occupied, place 
substantial personal property in the site, pay for the site, and post 
your camping permit. (Substantial personal property is a licensed 
vehicle, trailer, tent, dining fly, etc., and is a courtesy to other 
campers to clearly identify the site is occupied. Lawn chairs, 
tablecloths, coolers, etc., are not considered substantial personal 
property.)

4. All camping must be in areas specifically designated and/or marked for that purpose or as 
directed by the Chelan PUD.

5. Checkout time is 1 p.m. Remaining in a campsite beyond the established checkout time 
may subject the occupant to the payment of a late fee equal to an additional days camping 
fee.

6. The number of tents allowed at each campsite shall be limited to the number that will fit 
on the designated or developed tent pad as determined by the Chelan PUD.

7. No person shall take or attempt to take possession of a campsite when it is being 
occupied by another party, or when informed by Chelan PUD that such site is occupied, 
or has been taken out of service by the Chelan PUD.

8. Only one camping party with a maximum of eight (8) people shall be permitted at a 
campsite, unless otherwise authorized by Chelan PUD.

9. The number of vehicles occupying a campsite shall be limited to one car or one 
recreational vehicle or up to (4) motorcycles. Two additional vehicles without built-in 
sleeping accommodations may occupy a designated campsite when, in the judgment of 
Chelan PUD, the constructed facilities so warrant.
Section 5. Pets

1. All dogs or other household pets must be kept on a leash no greater than eight (8) feet in length and under physical restraint at all times while in a Chelan PUD park.

2. In any Chelan PUD park, dogs and household pets, except for guide dogs, are not permitted on any designated swimming beach, athletic playing field, children’s playground area, or in any public building unless so posted.

3. Exotic pets and barnyard animals, including horses, are prohibited in all park areas.

4. No person shall allow his dog or other pet or domestic animal to bite, molest, or otherwise annoy or disturb the peace and tranquility of the park or other park visitors.

5. Pet owners or handlers are responsible for cleaning up their animal’s waste deposits and disposing of the waste in trash receptacles.

6. Owners and handlers are required to have in their possession the equipment necessary to remove their animal’s waste matter when accompanied by said animal on Chelan PUD park property.

Section 6. No Soliciting or Interference with Park Use

1. No person shall engage in commercial solicitation nor sell, rent or peddle any goods, services, wares, merchandise, liquids, or edibles for human consumption in any Park System, except by concession or written permission granted by the Director. Permission will be limited to situations that provide public or community benefit.

2. Posting signs, posters, advertising, decoration, notices or anything similar to any tree, shrub, fence, railing, post, or structure within any Chelan PUD park, without prior written permission from Chelan PUD, is prohibited.

3. No person or group shall disturb or contact other park users in an attempt to have them join any event. No action, posted material, or amplified message may be used to attract other park users or the general public to the event.
Section 7. Vandalism

1. No person shall remove, destroy, injure, mutilate or deface any park properties, planting, equipment or facilities or enter or break into any locked restroom or any other park building or structures. This prohibition applies to all aspects of the natural or landscaped environment, including animals on park property.

2. No person shall climb any tree or walk, stand or sit upon monuments, vases, fountains, railing, fences, or upon any other property not designated or customarily used for such purposes.

Section 8. Fires

No person shall build any fire in any park except in areas designated for such purposes. This section shall not be construed to prohibit the use of barbecues or other portable stoves in such place and manner as not to create a hazard.

Section 9. Firearms and/or Weapons

No person shall openly display a firearm or weapon in any park area, nor shall any person discharge or propel across, in, or into any park area, a firearm, bow and arrow, spear, spear gun, harpoon, sling shot, BB gun, air or gas weapon, or any device capable of injuring or killing any person or animal, or damaging or destroying any public or private property. Provided however that it is permissible to possess hunting equipment secured in a vehicle or transported across District property and gear used for fishing that would be otherwise be in violation of this policy, i.e. (relocating a firearm from a vehicle to a boat in preparation to duck hunt, or possessing a fillet knife for the purpose of cleaning fish).

Section 10. Fireworks

No person shall possess, discharge, set off, or cause to be discharged, in or into any park area, firecrackers, torpedoes, rockets, fireworks, explosives, or substance harmful to the life or safety of persons or property. This shall also include those devices denominated as “safe and sane” fireworks.
Section 11. Rubbish and Sanitation

No person shall, in any park:

1. Leave, deposit, drop, or scatter bottles, broken glass, ashes, waste paper, cans, or other rubbish, in a park (or throw the same into Lake Chelan, the Columbia River or other bodies of water from any Chelan PUD park), except into a garbage can or other receptacle designated for such purposes.

2. Deposit any household or commercial garbage, refuse, waste, or rubbish, which is brought as such from any private property, in any park garbage can or other receptacle designed for such purpose.

3. Drain or dump refuse or waste from any trailer, camper, automobile, or other vehicle, except in designated disposal areas or receptacles.

4. Clean fish or other food, or wash any clothing or other articles for personal or household use, or any dog or other animal, except at designated areas.

5. Clean or wash any automobile or other vehicle.

6. Pollute, or in any way contaminate by dumping or otherwise depositing any waste or refuse of any nature, kind, or description, including human or animal waste, so it may enter into any stream, river, lake or other body of water running in, through or adjacent to any park.

Section 12. Games

1. It is prohibited to practice or play certain games including golf, baseball, cricket, polo, lacrosse, archery, hockey or other games of like character except in designated areas. It is prohibited to hurl or propel any airborne object or other missile except at park areas set apart and/or designated for such purposes by the Director and that will not conflict in any way with normal park use. This prohibition shall also include, but not be limited to, remote controlled or model airplanes, cars, and boats.

2. Playing games in a manner and/or location that subject people or personal property, park resources or facilities to risk, injury, or damage is prohibited.
Section 13.   Moorage and Use of Marine Facilities

1. No person shall have, keep or operate a vessel, boat, float, raft, or other watercraft in or upon any bay, lake, slough, river or creek, within the limits of any park, except at places set apart for such purposes and so designated or in an emergency involving rescue or lifesaving.

2. Use of designated marine facilities by commercial vessels is prohibited except for the loading and unloading of passengers transported for recreation purposes and must be permitted by the Director.

3. Use of Chelan PUD park marine facilities shall be on a first-come, first-serve basis only. Reserving or retaining space to moor or berth a vessel at a Chelan PUD facility, by any means other than occupying the space by the vessel to be moored, shall not be permitted.

4. Moorage in excess of three consecutive hours, unless in designated marina facilities, is prohibited.

Section 14.   Swimming

1. Swimming areas are marked with buoys, log booms, or other markers, clearly designating the boundaries of such areas.

2. Any person swimming outside the boundaries of a designated swimming area, or in any area not designated for swimming, or in any area, whether designated for swimming or not, shall do so at his or her own risk.

3. All persons using any designated swimming area shall obey all posted beach rules and/or the instructions of Chelan PUD employees.

4. No person shall swim in any designated boat launching area.

5. No person shall jump or dive into Lake Chelan, the Columbia River, or any other body of water from any bridge, walkway, seawall, tree, or other structure in Chelan PUD parks.
Section 15. Food and Beverage Containers on Swimming Beach

The use or possession of any food or beverage container consisting wholly or in part of glass is prohibited on any beach within any park, where such beach is designated as a swimming area, or where such beach is customarily and generally used as a swimming area by park patrons though not designated as such.

Section 16. Use of Motor-Driven Vehicles

Motor vehicles are prohibited in all park areas with the following exceptions:

1. Motor vehicles may be operated on paved roadways or other such areas as may on occasion be specifically designated by the Director. “Paved Roadways” as used in this sub-section does not include paved ways designated by Chelan PUD for the exclusive use of pedestrians, bicycles, or wheelchairs.

2. The operator of any motor-driven vehicle, shall not park such vehicle in any park area, except where the operator is using the area for a designated recreation purpose and the vehicle is parked either in a designated parking area, or in another area with the permission of Chelan PUD.

3. No person shall park, leave standing, or abandon a vehicle in any park after closing time, except when camping in a designated area, or with written permission from the Director.

4. Any vehicle found parked in violation of subsection (2) or (3) of this section may be towed away at the owner’s or operator’s expense.

Section 17. Use of Non-Motorized Vehicles, Cycles or Similar Devices

1. Non-motorized vehicles, cycles or similar devices shall be defined as any wheeled, operator-propelled equipment which transports the operator on land, except all wheelchairs, to include but not limited to unicycles, bicycles, tricycles, quadcycles, scooters, rollerblades, and skateboards.

2. Operation of non-motorized cycles or similar devices shall be permitted upon roads and trails in Chelan PUD park, except:

   A. Where posted with prohibitory signing.

   B. Upon designated special-use trails such as interpretive trails.
C. Upon docks, piers, floats, and connecting ramps.

D. A bicyclist shall be permitted to wheel or push a bicycle by hand over any grassy area or wooded trail or on any paved area reserved for pedestrian use.

3. Persons operating non-motorized vehicles in Chelan PUD parks shall:

A. Obey regulatory signs.
   1. Ride, walk, run and skate on the RIGHT, except when passing.
   2. Walkers and runners must walk or run in a manner to keep half the trail available for oncoming traffic and other trail users.
   3. WARN others when passing from behind. Slow down, make presence known well in advance, and use courtesy and caution when approaching or overtaking other persons.
   4. CONTROL SPEED! Stay alert. Maximum trail speed is 10 mph. Restrict speed and manner of operation to reasonable and prudent practices relative to terrain, prevailing conditions, equipment, personal capabilities, personal safety and the safety of all park visitors.
   5. Always YIELD to as follows:
      a. Bicycles yield to roller bladers.
      b. Bicycles and roller bladers yield to skateboarders.
      c. Bicycles, roller bladers, skateboarders yield to runners.
      d. All yield to pedestrians.
   6. Unlit portions of the trail are for daylight use only.

B. Dismount from non-motorized vehicles and walk in congested areas and posted walk zones.

C. Use caution when approaching turns or areas of limited sight distance.

D. Not disturb or harass wildlife.

E. Comply with any additional requirements of Chelan PUD park rules.

Section 18. Speed Limits

No person shall drive a vehicle within any Chelan PUD park at a speed greater than is reasonable and prudent, having due regard for the traffic, the surface and width of the road, and in no event at a speed that endangers the safety of person, property, or wildlife.
Section 19. Intoxicants

No person shall bring into or consume in any park any controlled substances or legend drug. No person shall bring into or consume in any park any intoxicating liquor or alcohol, including, but not limited to hard liquor, wine, and beer, except by express written permission from the Director. This permission will be limited to nonprofit groups hosting events that provide significant public community benefit. This is at the discretion of the Director. Allowed events will provide a secure area and will include conditions appropriate to protect the District from any liability associated with any of the activities or events.

Section 20. Park Scheduling, Permits and Fees

1. Chelan PUD parks and recreation facilities are owned, operated and maintained by Chelan PUD for public use. Chelan PUD parks and recreation facilities are available to individual persons or groups for nonprofit events and activities consistent with Chelan PUD park rules and regulations.

Reservations or scheduling for use of facilities are required for any community special or private event, or athletic or sporting type activity involving more than routine use of a Chelan PUD park.

All reserved group day-use activities shall occur only at those parks having identified group day-use areas. A group is defined as 20 or more people engaged together in outdoor recreation at one park location.

It is the policy of the PUD Parks that neither the PUD Parks nor third-party groups using PUD Parks and facilities shall discriminate against any person on the basis of sex in the operation, conduct or administration of community athletics programs for youth or adults.

2. The Application for Use of Parks for a Special Recreation Event must be completed and returned to the Chelan PUD Parks Department 30 days prior to the date of the event(s), to allow, where applicable, for necessary internal review and analysis, consultation with local governments, public notice, establishment of permit conditions, and required Chelan PUD preparations and coordination. The Director shall approve or disapprove a permit application and establish the conditions for an approved application. The Director shall determine the need for any reimbursement or payment necessary to cover costs incurred by Chelan PUD for additional staffing, equipment, facilities, or special services not normally provided by Chelan PUD, as well as the need for any bond, damage deposit, or liability insurance arising from any potential hazards associated with the conduct of the event. Any such fees, bond, damage deposit, or liability insurance shall be provided by the applicant prior to the issuance of the permit.
If additional unanticipated costs are incurred by Chelan PUD resulting from the event, the applicant shall reimburse Chelan PUD for such costs in a timely manner.

Section 21. Rules and Regulations Promulgation
The Director shall have the power to adopt reasonable rules and regulations for operation, management and use of the parks. Such rules shall be posted in a conspicuous place in the park.

Section 22. Failure To Comply
Failure to comply with these rules and regulations or with any other federal, state or local law, rule or regulation applicable under the circumstances shall subject the person so failing to submit to ejection from any park, and possible prosecution by the civil authority having jurisdiction.

Section 23. Laws and Regulations
Chelan PUD’s park rules and regulations are designed to be consistent with federal, state or local law, rule or regulation. Any park rule or regulation that is inconsistent with federal, state or local law or found to be otherwise void shall not affect the application of all other valid park rules and regulations. Park patrons are ultimately responsible to ensure that their conduct is within the law of whichever civil authority has jurisdiction, regardless of compliance with Chelan PUD park rules and regulations.