

**MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE  
PUBLIC UTILITY DISTRICT NO. 2 OF GRANT COUNTY, WASHINGTON  
AND GRANT COUNTY SHERIFF'S OFFICE;  
YAKIMA COUNTY SHERIFF'S OFFICE;  
ROYAL CITY POLICE DEPARTMENT;  
MATTAWA POLICE DEPARTMENT**

**MUTUAL ASSISTANCE AND INCIDENT RESPONSE AND RESOLUTION**

I. Introduction

II. Purpose

III. Authority

IV. Response Guidelines

V. Resolution

VI. Funding and Liability

VII. Amendment and Term

VIII. Acknowledgement

Attachments:

Priest Rapids Hydroelectric Project

**MEMORANDUM OF UNDERSTANDING BETWEEN THE  
PUBLIC UTILITY DISTRICT NO. 2 OF GRANT COUNTY, WASHINGTON  
AND GRANT COUNTY SHERIFF'S OFFICE;  
YAKIMA COUNTY SHERIFF'S OFFICE;  
ROYAL CITY POLICE DEPARTMENT;  
MATTAWA POLICE DEPARTMENT**

**MUTUAL ASSISTANCE AND INCIDENT RESPONSE AND RESOLUTION**

I. Introduction:

This Memorandum of Understanding (MOU) between the Public Utility District of Grant County, Washington (District), Ephrata, Washington and Grant County Sheriff's Office, Ephrata, Washington; Yakima County Sheriff's Office, Yakima, Washington; Royal City Police Department, Royal City, Washington and Mattawa Police Department, Mattawa, Washington (law enforcement agencies- LEAs) sets forth understandings with regard to dealing with threats and criminal activities against the District's Priest Rapids Hydroelectric Project (PRHP) (Federal Energy Regulatory Commission License 2114) to include the Wanapum Village and the Wanapum Indian Village.

This MOU facilitates implementation of the National Infrastructure Protection Plan for Critical Infrastructure and Key Resources and the Federal Energy Regulatory Commission's (FERC) Security Program for Hydropower Projects.

II. Purpose:

The purpose of this MOU is to:

- A. Provide a clear basis for contingency response planning, coordination and cooperation between LEAs and the District within the PRHP to deal with threats and criminal acts against the PRHP.
  1. Grant County Sheriff's Office and Yakima County Sheriff's Offices shall provide available resources to respond to a PRHP incident;
  2. Grant County Sheriff's Office and/or Yakima County Sheriff's Office shall determine if available resources for response will arrive at PRHP in less than thirty (30) minutes; or
  3. Grant County Sheriff's Office and/or Yakima County Sheriff's Office shall determine if an exigent emergency circumstance exists for an immediate response;
  4. Grant County Sheriff's Office and Yakima County Sheriff's Office shall establish a communication and response protocol that allows dispatch of the Royal City Police Department and/or Mattawa Police Department, as



resources are available, to respond to PRHP prior to arrival of the Grant County Sheriff's Office and/or Yakima County Sheriff's Office;

5. Yakima County Sheriff's Office and the Grant County Sheriff Office agree on the following procedure regarding calls for law enforcement service at the Wanapum Indian Village;
6. Whenever citizens or visitors need law enforcement services at the Wanapum Indian Village or adjoining ground within Yakima County, they shall call 911. This will connect the caller with Grant County 911 who will then determine what agency to call for response;
7. Grant County Sheriff's Office and/or Yakima County Sheriff's Office provide assistance in the command and control of responding law enforcement personnel to insure an integrated level of communication is maintained between each agency.

### III. Authority:

- A. The District is responsible to the Department of Homeland Security, National Infrastructure Protection Plan 2009, for Critical Infrastructure and Key Resources and Federal Energy Regulatory Commission (FERC) Security Program for Hydropower Projects.
- B. LEAs are responsible for enforcement of state statutes, city and county ordinances for the protection of property and civilians.

### IV. Response Guidelines

- A. Immediate Notification: When suspicious activity or a criminal act occurs, the District will immediately notify LEAs of the incident, and relay status of the situation.
- B. LEA response: LEAs will initiate a response and direct LEA personnel to provide the District with requested law enforcement actions within their jurisdictional boundaries.
- C. Command and Control: All actions by the District and LEA responding agencies will be coordinated through established emergency operations centers.

### V. Resolution:

- A. Upon resolution, safety of personnel will be the first priority at the scene. The crime scene and evidence will be secured and controlled by responding LEA officers.

VI. Funding and Liability:

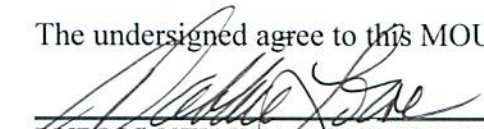
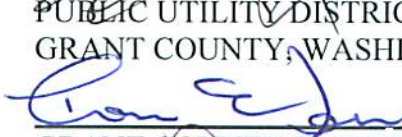



- A. This MOU shall not be used to obligate funds, or as a basis for the transfer of funds.
- B. Nothing in this agreement shall be construed as inputting liability on any agency based solely on participation of this agreement.

VII. Amendment and Term:

- A. This MOU is subject to modifications agreed to by the District and LEAs.
- B. This MOU shall become effective on the date of the last signature of involved parties.
- C. Any changes or amendments to this Agreement are subject to approval of all involved parties.
- D. Any party may withdraw from this MOU by providing thirty (30) days written notice to all remaining participants.
- E. The procedures and protocols in this MOU will be reviewed annually with all applicable law enforcement agencies and the District to ascertain effectiveness and to revise, update or amend the MOU as required.

VIII. Acknowledgement:

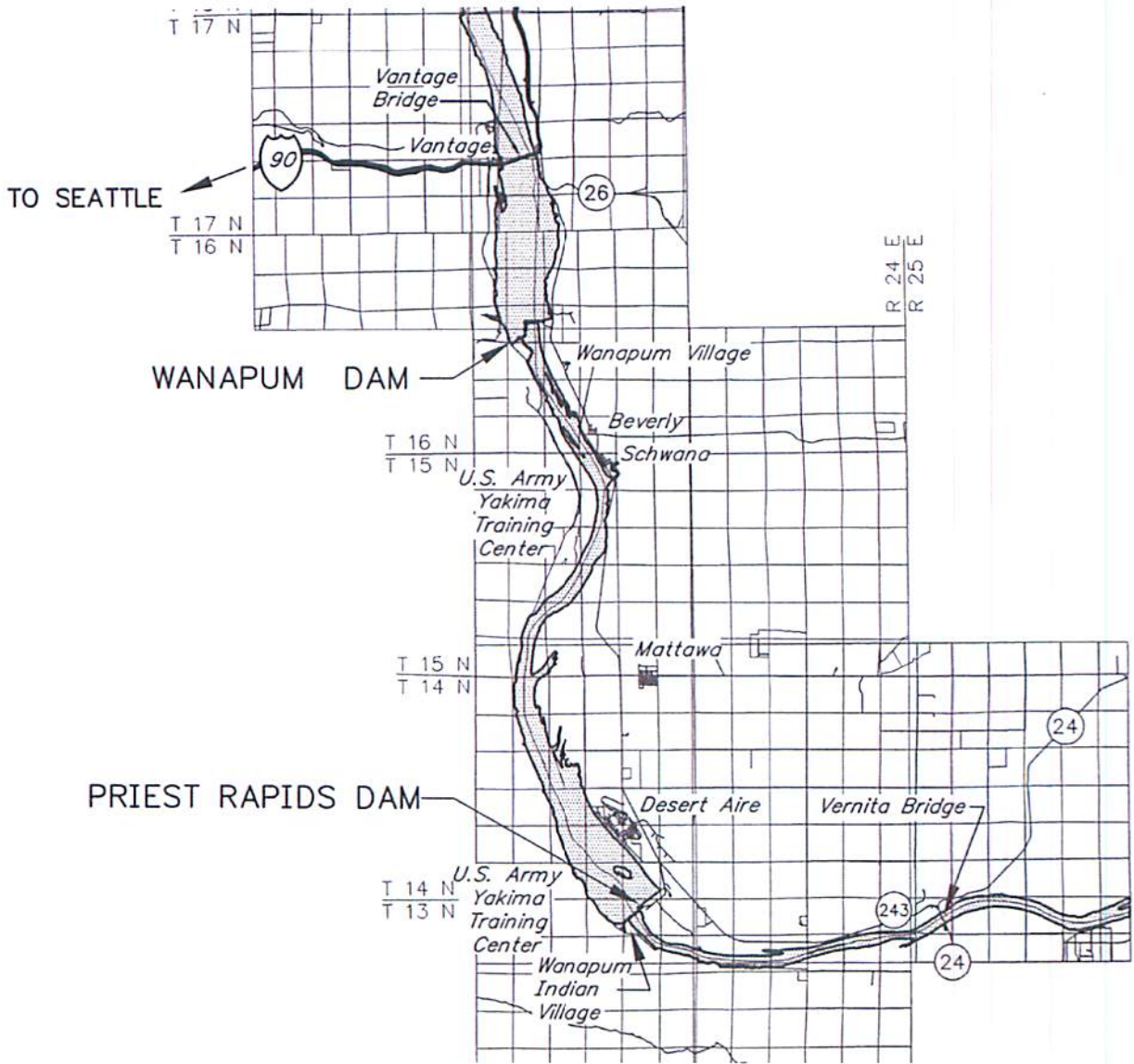
The undersigned agree to this MOU and recognize each agency status.

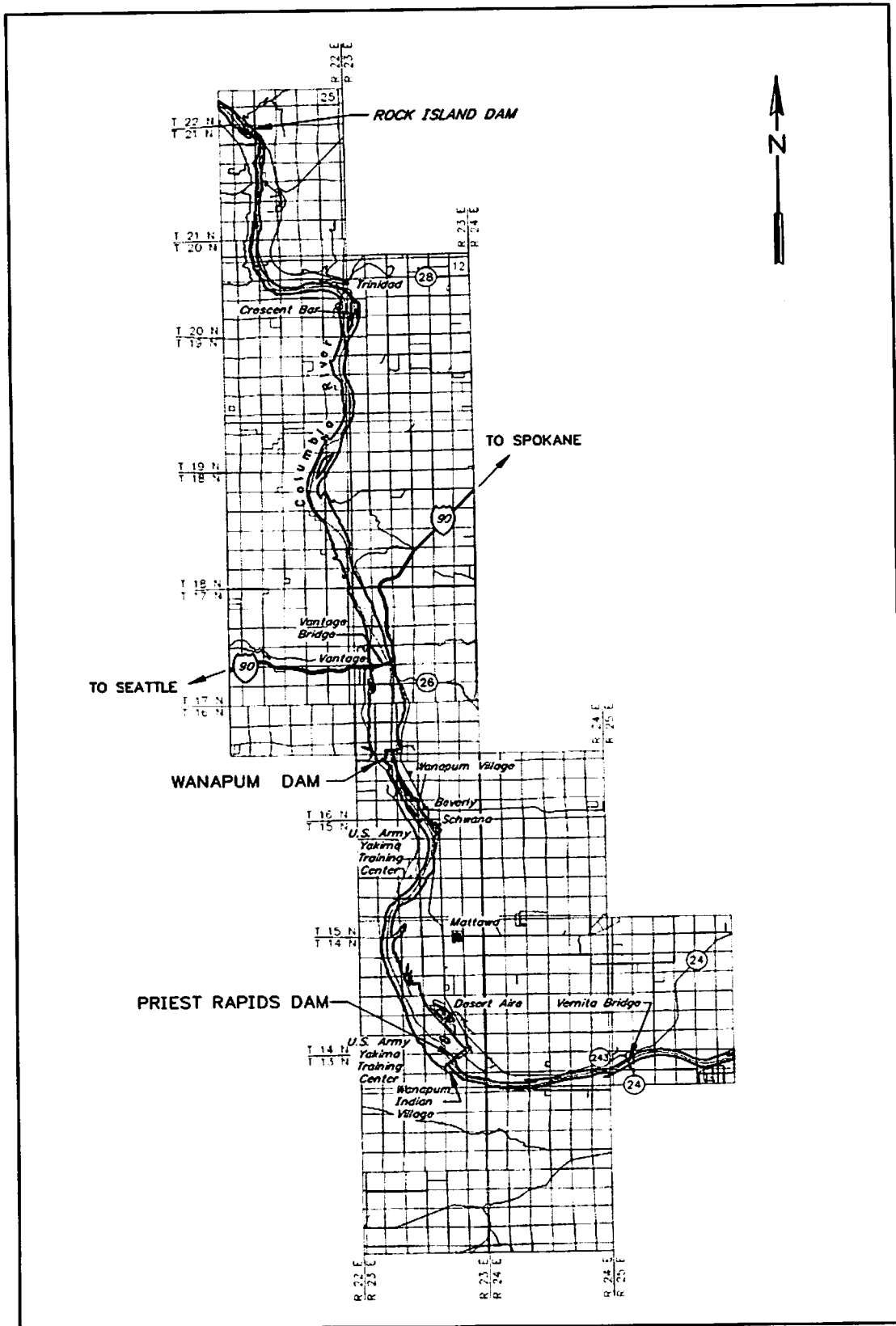
 _____	Date <u>7/19/2013</u>
PUBLIC UTILITY DISTRICT NO. 2 OF GRANT COUNTY, WASHINGTON	
 _____	Date <u>7/24/2013</u>
GRANT COUNTY SHERIFF'S OFFICE	
 _____	Date <u>7-25-2013</u>
YAKIMA COUNTY SHERIFF'S OFFICE	
 _____	Date <u>7/22/2013</u>
ROYAL CITY POLICE DEPARTMENT	
 _____	Date <u>07/23/2013</u>
MATTAWA POLICE DEPARTMENT	

ATTACHMENTS

PRIEST RAPIDS HYDROELECTRIC PROJECT







**PROJECT VICINITY MAP**