
From: Wingert, Kevin M (BPA) - DKP-7 <kwingert@bpa.gov>
Sent: Tuesday, October 3, 2023 11:15 AM
To: Johnson, G Douglas (BPA) - DK-7 <gdjohnson@bpa.gov>; Habibi, Maryam A (BPA) - DKP-7 <maasgharian@bpa.gov>; Scruggs, Joel L (BPA) - DK-7 <jscruggs@bpa.gov>; Quinata, Nicholas Y (BPA) - DKP-7 <nyquinata@bpa.gov>
Cc: Clark, Noah D (BPA) - NNT-1 <NDClark@bpa.gov>; Laylo, Sarah M (BPA) - NS-4400-LL <smlaylo@bpa.gov>; Lahti, John A (BPA) - TF-DITT-2 <jalahti@bpa.gov>
Subject: RE: BPA Statement

We've been given a pretty short lease via the DOE IG and Paul Mautner. DOE IG states we should not release information outside of what the Sheriff has officially released while this remains an active law enforcement investigation. Any information beyond those boundaries should be approved in consultation with the Sheriff.

Very Respectfully,

Kevin Wingert

Communications | Media Relations | Policy

BONNEVILLE POWER ADMINISTRATION

bpa.gov | P 503-230-4140 | C (b) (6)



From: Johnson, G Douglas (BPA) - DK-7 <gdjohnson@bpa.gov>
Sent: Tuesday, October 3, 2023 11:11 AM
To: Wingert, Kevin M (BPA) - DKP-7 <kwingert@bpa.gov>; Habibi, Maryam A (BPA) - DKP-7 <maasgharian@bpa.gov>; Scruggs, Joel L (BPA) - DK-7 <jscruggs@bpa.gov>; Quinata, Nicholas Y (BPA) - DKP-7 <nyquinata@bpa.gov>
Cc: Clark, Noah D (BPA) - NNT-1 <NDClark@bpa.gov>; Laylo, Sarah M (BPA) - NS-4400-LL <smlaylo@bpa.gov>; Lahti, John A (BPA) - TF-DITT-2 <jalahti@bpa.gov>
Subject: RE: BPA Statement

I have concerns about how quickly this could gain attention beyond Spokane. We need to prepare for that possibility.

From: Wingert, Kevin M (BPA) - DKP-7 <kwingert@bpa.gov>
Sent: Tuesday, October 3, 2023 11:08 AM
To: Johnson, G Douglas (BPA) - DK-7 <gdjohnson@bpa.gov>; Habibi, Maryam A (BPA) - DKP-7 <maasgharian@bpa.gov>; Scruggs, Joel L (BPA) - DK-7 <jscruggs@bpa.gov>; Quinata, Nicholas Y (BPA) - DKP-7 <nyquinata@bpa.gov>
Cc: Clark, Noah D (BPA) - NNT-1 <NDClark@bpa.gov>; Laylo, Sarah M (BPA) - NS-4400-LL <smlaylo@bpa.gov>; Lahti, John A (BPA) - TF-DITT-2 <jalahti@bpa.gov>
Subject: RE: BPA Statement

Same statement sent to KXLY, Ch. 4, Brian Neale earlier this morning as well.

Very Respectfully,

Kevin Wingert

Communications | Media Relations | Policy

BONNEVILLE POWER ADMINISTRATION

bpa.gov | P 503-230-4140 | C (b) (6)



From: Johnson, G Douglas (BPA) - DK-7 <gdjohnson@bpa.gov>
Sent: Tuesday, October 3, 2023 11:06 AM

To: Wingert, Kevin M (BPA) - DKP-7 <kwingert@bpa.gov>; Habibi, Maryam A (BPA) - DKP-7 <maasgharian@bpa.gov>;
Scruggs, Joel L (BPA) - DK-7 <jscruggs@bpa.gov>; Quinata, Nicholas Y (BPA) - DKP-7 <nyquinata@bpa.gov>
Cc: Clark, Noah D (BPA) - NNT-1 <NDClark@bpa.gov>; Laylo, Sarah M (BPA) - NS-4400-LL <smlaylo@bpa.gov>; Lahti, John
A (BPA) - TF-DITT-2 <jalahti@bpa.gov>
Subject: FW: BPA Statement

FYI.

From: Johnson, G Douglas (BPA) - DK-7
Sent: Tuesday, October 3, 2023 11:05 AM
To: (b) (6) <[\[REDACTED\]@KREM.com](mailto:[REDACTED]@KREM.com)>
Subject: BPA Statement

Shannon,

Thanks for calling. The BPA statement on the shooting is below. I have also included a link to a recent release issued by the Sheriff's Department.

We are aware of the incident occurring adjacent to a BPA facility on Sept. 30 in Spokane, Wash., that involved a member of our contracted security force. We are actively cooperating with local law enforcement on this active investigation. Any further inquiries regarding this incident should be placed with local law enforcement.

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From: Mautner,Paul F (BPA) - LG-7
Sent: Tuesday, October 3, 2023 11:54 AM
To: Wingert,Kevin M (BPA) - DKP-7; Laylo,Sarah M (BPA) - NS-4400-LL; Johnson,G Douglas (BPA) - DK-7; Habibi,Maryam A (BPA) - DKP-7; Scruggs,Joel L (BPA) - DK-7; Clark,Noah D (BPA) - NNT-1; Lahti,John A (BPA) - TF-DITT-2
Subject: RE: [EXTERNAL] RE: BPA Statement

Thanks Kevin. The IG has said that if the Sheriff's office affirmatively allows release, it is ok. If not, then it is not ok. Silence should not be taken as agreeing to the release of any additional information.

Kevin has a good observation, but since I have no idea how law enforcement does investigations, we need to defer to them until told otherwise.

And no on the video, as Sarah noted.

Paul

From: Wingert,Kevin M (BPA) - DKP-7 <kwingert@bpa.gov>
Sent: Tuesday, October 3, 2023 11:26 AM
To: Laylo,Sarah M (BPA) - NS-4400-LL <smlaylo@bpa.gov>; Johnson,G Douglas (BPA) - DK-7 <gdjohnson@bpa.gov>; Habibi,Maryam A (BPA) - DKP-7 <maasgharian@bpa.gov>; Scruggs,Joel L (BPA) - DK-7 <jlsruggs@bpa.gov>; Clark,Noah D (BPA) - NNT-1 <NDClark@bpa.gov>; Lahti,John A (BPA) - TF-DITT-2 <jalahti@bpa.gov>; Mautner,Paul F (BPA) - LG-7 <pfmautner@bpa.gov>
Subject: RE: [EXTERNAL] RE: BPA Statement

To add a layer of context – the Sheriff specifically asked us to not release the name of InterCon at this time, but said they couldn't tell us not to. So they did request that piece of information be held back at this time. Not sure why, "InterCon" is on the vehicles, but that was the investigator's request.

Very Respectfully,

Kevin Wingert

Communications | Media Relations | Policy

BONNEVILLE POWER ADMINISTRATION

bpa.gov | P 503-230-4140 | C (b) (6)



From: Laylo,Sarah M (BPA) - NS-4400-LL <smlaylo@bpa.gov>
Sent: Tuesday, October 3, 2023 11:20 AM
To: Johnson,G Douglas (BPA) - DK-7 <gdjohnson@bpa.gov>; Wingert,Kevin M (BPA) - DKP-7 <kwingert@bpa.gov>; Habibi,Maryam A (BPA) - DKP-7 <maasgharian@bpa.gov>; Scruggs,Joel L (BPA) - DK-7 <jlsruggs@bpa.gov>; Clark,Noah D (BPA) - NNT-1 <NDClark@bpa.gov>; Lahti,John A (BPA) - TF-DITT-2 <jalahti@bpa.gov>; Mautner,Paul F (BPA) - LG-7 <pfmautner@bpa.gov>
Subject: RE: [EXTERNAL] RE: BPA Statement

Spokane County Sheriff's office hasn't released it, so that is outside of what the DOE IG has asked us to abide within. But, I think we need to revisit that with the IG. Note that the Detective I spoke to did note that he can't tell us what we can say, it is up to us.

Paul—can you reach out to the IG and see if they have any issue with releasing the name of our contractor?

Doug—the video is a NO.

Sarah Laylo

Chief Security and Continuity Officer

BONNEVILLE POWER ADMINISTRATION

bpa.gov | C (b) (6)



From: Johnson,G Douglas (BPA) - DK-7 <[gdjohnson@bpa.gov](mailto:gjohnson@bpa.gov)>

Sent: Tuesday, October 3, 2023 11:16 AM

To: Laylo,Sarah M (BPA) - NS-4400-LL <smlaylo@bpa.gov>; Wingert,Kevin M (BPA) - DKP-7 <kwingert@bpa.gov>; Habibi,Maryam A (BPA) - DKP-7 <maasgharian@bpa.gov>; Scruggs,Joel L (BPA) - DK-7 <jlsruggs@bpa.gov>; Clark,Noah D (BPA) - NNT-1 <NDClark@bpa.gov>; Lahti,John A (BPA) - TF-DITT-2 <jalahti@bpa.gov>; Mautner,Paul F (BPA) - LG-7 <pfmautner@bpa.gov>

Subject: FW: [EXTERNAL] RE: BPA Statement

Question 2 is most likely a non-starter for the time being. Question 1 – I'm assuming providing the name of our contract security firm is OK. Let me know.

From: King, Shannon (b) (6) <shannonking@krem.com>

Sent: Tuesday, October 3, 2023 11:13 AM

To: Johnson,G Douglas (BPA) - DK-7 <[gdjohnson@bpa.gov](mailto:gjohnson@bpa.gov)>

Subject: [EXTERNAL] RE: BPA Statement

Doug,

Thanks for this.

Can you identify the security firm that I'm assuming is contracted out through Bonneville at the Mead facility?

And is there any surveillance or security video of this incident Bonneville can share?

Thank you,

Shannon Moudy

Multiskilled Journalist

(b) (6) <shannonmoudy@krem.com>

C: (b) (6)



KREM 2 strives to provide a workplace of inclusion and diversity. Our station does not tolerate discrimination. We cultivate a culture of growth as well as share a common goal of inclusion no matter the identity. We take each of our colleagues' unique and shared experiences and use them to make our workplace and community one for all.

From: Johnson,G Douglas (BPA) - DK-7 <gdjohnson@bpa.gov>

Sent: Tuesday, October 3, 2023 11:05 AM

To: King, Shannon (b) (6) <shannon@krem.com>

Subject: BPA Statement

CAUTION - EXTERNAL EMAIL - Please use caution opening attachments and never share your password.
Send suspicious email to infosec@tegna.com.

Shannon,

Thanks for calling. The BPA statement on the shooting is below. I have also included a link to a recent release issued by the Sheriff's Department.

We are aware of the incident occurring adjacent to a BPA facility on Sept. 30 in Spokane, Wash., that involved a member of our contracted security force. We are actively cooperating with local law enforcement on this active investigation. Any further inquiries regarding this incident should be placed with local law enforcement.

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From: Habibi,Maryam A (BPA) - DKP-7
Sent: Tuesday, October 3, 2023 11:55 AM
To: Carnes,Karrie L (BPA) - DKD-7; Wingert,Kevin M (BPA) - DKP-7; Scruggs,Joel L (BPA) - DK-7; Zimmerman,Ryan J (BPA) - DKD-7; Rhoads,Abigail M (BPA) - DKD-7
Subject: RE: Do you want Meltwater searches re: shooting?

Thank you, Karrie. I know it can be hectic preparing to be out of the office and I appreciate you dedicating time to this topic before you leave. We'll likely discuss more during DKP staff meeting this afternoon. We'll follow up if we need support from Abigail while you are out.

Maryam Habibi
Manager | Media Relations, Policy Communications and Writing
BONNEVILLE POWER ADMINISTRATION
P 503-230-4413 | C (b) (6)

From: Carnes,Karrie L (BPA) - DKD-7 <klcarnes@bpa.gov>
Sent: Tuesday, October 3, 2023 11:37 AM
To: Wingert,Kevin M (BPA) - DKP-7 <kwingert@bpa.gov>; Habibi,Maryam A (BPA) - DKP-7 <maasgharian@bpa.gov>; Scruggs,Joel L (BPA) - DK-7 <jscruggs@bpa.gov>; Zimmerman,Ryan J (BPA) - DKD-7 <rjzimmerman@bpa.gov>; Rhoads,Abigail M (BPA) - DKD-7 <amhoward@bpa.gov>
Subject: Do you want Meltwater searches re: shooting?

Maryam et al., I'm prepping to sign off for two weeks and just trying to wrap up what I can w/ regards to social media re: the incident at Bell substation. If it hasn't been done already we might consider setting up a Meltwater search. I know Abigail is savvy with Boolean searches, as I believe Kevin is as well.

Based on what I'm seeing on social media I would encourage searches to include combinations of these words:

BPA
Bonneville
Shooting
Shot
Guard
Security
Hawthorne (this is the street on which the incident occurred and it is referred to in each of the Spokane Sherri's office posts)
Father
Son
Federal
Property

I have not seen the word "substation" mentioned but you could always add it as an option.

Thanks,
Karrie

From: Scruggs,Joel L (BPA) - DK-7
Sent: Tuesday, October 3, 2023 11:59 AM
To: Johnson,G Douglas (BPA) - DK-7; Wingert,Kevin M (BPA) - DKP-7; Habibi,Maryam A (BPA) - DKP-7; Clark,Noah D (BPA) - NNT-1; Mautner,Paul F (BPA) - LG-7; Laylo,Sarah M (BPA) - NS-4400-LL; Quinata,Nicholas Y (BPA) - DKP-7; Lahti,John A (BPA) - TF-DITT-2
Subject: RE: Updated media statement re: Shooting in Spokane near BPA facility

Spokane County Sheriff's Office not department ...

The Bonneville Power Administration is aware of the incident occurring adjacent to a BPA facility on Sept. 30 in Spokane, Washington, that involved a member of our contracted security force. We take very seriously the tragic loss of life and are fully cooperating with the Spokane County Sheriff's Office, which is leading the investigation. Please direct future inquiries to Corporal Mark Gregory, 509-477-3287.

Joel Scruggs (He/Him)
Director of Communications | Communications (DK)
BONNEVILLE POWER ADMINISTRATION
U.S. DEPARTMENT OF ENERGY
[bpa.gov](https://www.bpa.gov) | P 503-230-5511 | C (b) (6)



Note: If you receive a message from me outside of regular business hours, please know that I'm just catching up on email and that I don't expect you to read or respond to my message until normal business hours (unless specifically requested). Please enjoy your personal time.

From: Johnson,G Douglas (BPA) - DK-7 <[gdjohnson@bpa.gov](mailto:gjohnson@bpa.gov)>
Sent: Tuesday, October 3, 2023 11:56 AM
To: Wingert,Kevin M (BPA) - DKP-7 <kwingert@bpa.gov>; Scruggs,Joel L (BPA) - DK-7 <jscruggs@bpa.gov>; Habibi,Maryam A (BPA) - DKP-7 <maasgharian@bpa.gov>; Clark,Noah D (BPA) - NNT-1 <NDClark@bpa.gov>; Mautner,Paul F (BPA) - LG-7 <pmautner@bpa.gov>; Laylo,Sarah M (BPA) - NS-4400-LL <smlaylo@bpa.gov>; Quinata,Nicholas Y (BPA) - DKP-7 <nyquinata@bpa.gov>; Lahti,John A (BPA) - TF-DITT-2 <jalahti@bpa.gov>
Subject: FW: Updated media statement re: Shooting in Spokane near BPA facility

Should have caught this earlier. See below. I would propose the following edits.

From: Wingert,Kevin M (BPA) - DKP-7 <kwingert@bpa.gov>
Sent: Monday, October 2, 2023 3:55 PM
To: Habibi,Maryam A (BPA) - DKP-7 <maasgharian@bpa.gov>; Johnson,G Douglas (BPA) - DK-7 <[gdjohnson@bpa.gov](mailto:gjohnson@bpa.gov)>; Quinata,Nicholas Y (BPA) - DKP-7 <nyquinata@bpa.gov>
Cc: Scruggs,Joel L (BPA) - DK-7 <jscruggs@bpa.gov>
Subject: Updated media statement re: Shooting in Spokane near BPA facility

For awareness, the following is our updated media statement. We're keeping pretty tight with the Spokane Sheriff's Department, per their and DOE IG's request. I'm also including a link below to an update from the Sheriff as well.

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Very Respectfully,

Kevin Wingert

Communications | Media Relations | Policy

BONNEVILLE POWER ADMINISTRATION

bpa.gov | P 503-230-4140 | C (b) (6)



From: Clark,Noah D (BPA) - NNT-1
Sent: Tuesday, October 3, 2023 12:08 PM
To: Laylo,Sarah M (BPA) - NS-4400-LL
Subject: Video Link - Internal

<\\hfile.bud.bpa.gov\datashar\CGDATA\CGS\Physical> Security NNT New 2014\INTERNAL OPERATIONS\Sarah

V/r

Noah D. Clark

Physical Security Specialist (Technical Lead)

NNT, Office of Security and Continuity of Operations

U.S. Department of Energy | Bonneville Power Administration

Office: (503) 230-3430

Cell: (b) (6)

E-mail: ndclark@bpa.gov

From: Clark,Noah D (BPA) - NNT-1
Sent: Tuesday, October 3, 2023 12:26 PM
To: Laylo,Sarah M (BPA) - NS-4400-LL
Subject: FW: Munro OIS Timeline
Attachments: Munro OIS Timeline.docx

Importance: High

V/r

Noah D. Clark

Physical Security Specialist (Technical Lead)

NNT, Office of Security and Continuity of Operations

U.S. Department of Energy | Bonneville Power Administration

Office: (503) 230-3430

Cell: (b) (6)

E-mail: ndclark@bpa.gov

From: Reiter,Anthony J (BPA) - NNT-MODD <ajreiter@bpa.gov>

Sent: Saturday, September 30, 2023 6:04 PM

To: Arthurs,Neil E (BPA) - NNT-MODD <nearthurs@bpa.gov>; West,Kevin L (BPA) - NNT-MEAD <klwest@bpa.gov>

Cc: Clark,Noah D (BPA) - NNT-1 <NDClark@bpa.gov>

Subject: Munro OIS Timeline

Importance: High

Team,

For your awareness. The Chronological time flow of events.

Anthony Reiter

Physical Security Specialist

NNT-MODD

Office of Security and Continuity of Operations

U.S. Dept of Energy

Bonneville Power Administration

Office: (360) 418-1606

Cell: (b) (6)

Fax (360) 418-8979

e-Mail ajreiter@bpa.gov



Munro OIS Timeline

- 1105:22 – Suspect vehicle arrives on BPA property at Hawthorne Rd/”Security Route Red.” Subjects are observed via camera using their vehicle to intentionally drive over and knock down a BPA “No Trespassing” sign. Security patrol is dispatched to make contact.
- 1109:14 – S/O arrives and pulls in behind suspect vehicle. Suspect vehicle refuses to stop and departs westbound on Hawthorne. Security patrol follows behind.
- 1109:44 – Suspect vehicle pulls into Bell 230 over flow parking lot, followed by security patrol officer. S/O exits vehicle to make contact, suspect vehicle passenger exits vehicle. A discussion takes place between the two vehicles.
- 1110:24 – Passenger appears to reach towards his waistband, S/O reaches out and grabs subject’s arm in an attempt to control it. Suspect vehicle driver exits vehicle and approaches S/O and passenger.
- 11:10:47 – Passenger breaks free from S/O’s grip and walks back towards vehicle with S/O following. Physical scuffle ensues between passenger and S/O behind truck and out of camera view.
- 11:11hrs – Munro AMS S/O calls Ross AMS advised patrol officer is hands on, he is responding as backup and needs Ross AMS to notify law enforcement. Ross AMS begins to pull up cameras while calling Spokane County SO.
- 11:11:10 – Driver runs back to vehicle and quickly jumps into driver’s seat. Physical altercation between S/O and passenger continues behind suspect vehicle out of camera view.
- 11:11:33 – Driver exits vehicle, runs around front of vehicle and aggressively charges S/O, forcefully shoving him backwards. S/O stumbles backwards, retreats to patrol vehicle and draws weapon.
- 11:11:37 – Passenger emerges from behind suspect vehicle and aggressively approaches S/O with an outstretch arm pointing in the direction of officer.
- 11:11:38 – Shots are fired, both subjects fall to the ground.
- 11:12:01 – S/O approaches down subjects, performing after-action threat assessments.
- 11:12:13 – S/O runs to patrol vehicle to retrieve medical kit. Bystander arrives on scene, identifies himself as an off-duty Idaho State Police Officer and begins to assist providing first-aid to driver. Passenger shows no signs of life and appears deceased.
- 11:14:58 – Munro AMS S/O arrives on scene as back-up and begins assisting with first aid.

- 11:22:24 – First law enforcement arrives and takes charge of scene.
- 11:23:51 – First ambulance arrives on scene.
- 11:24:11 – FD arrives on scene.
- 11:27:47 – 2nd ambulance arrives on scene.
- 11:32:23 – 2nd ambulance departs transporting driver to hospital. Passenger has been declared deceased.

From: Wolfe,Dana R (BPA) - TFS-BELL-1
Sent: Tuesday, October 3, 2023 12:46 PM
To: Laylo,Sarah M (BPA) - NS-4400-LL
Cc: Schimmels,Nancy M (BPA) - PSE-MEAD-GOB; Felker,Steven D (TFE)(BPA) - TORM-MEAD; West,Kevin L (BPA) - NNT-MEAD; Lahti,John A (BPA) - TF-DITT-2; Bryant,Fred A (BPA) - TF-PASCO; Arthurs,Neil E (BPA) - NNT-MODD; Clark,Noah D (BPA) - NNT-1
Subject: RE: Follow Up communications

Thank you Sarah. We appreciate your support.

The employees at Bell are all aware of the situation and will report if anything or anyone looks the slightest bit questionable or suspicious.

From: Laylo,Sarah M (BPA) - NS-4400-LL <smlaylo@bpa.gov>
Sent: Tuesday, October 3, 2023 11:56 AM
To: Wolfe,Dana R (BPA) - TFS-BELL-1 <drwolfe@bpa.gov>
Cc: Schimmels,Nancy M (BPA) - PSE-MEAD-GOB <nmschimmels@bpa.gov>; Felker,Steven D (TFE)(BPA) - TORM-MEAD <sdfelker@bpa.gov>; West,Kevin L (BPA) - NNT-MEAD <klwest@bpa.gov>; Lahti,John A (BPA) - TF-DITT-2 <jalahti@bpa.gov>; Bryant,Fred A (BPA) - TF-PASCO <fabryant@bpa.gov>; Arthurs,Neil E (BPA) - NNT-MODD <nearthurs@bpa.gov>; Clark,Noah D (BPA) - NNT-1 <NDClark@bpa.gov>
Subject: RE: Follow Up communications

Hi Dana,

I anticipate that the increased presence will remain indefinitely. We had programmed funding in our FY24 budget to increase staffing out there, so I'm just validating budget stuff didn't change significantly since I've been out on detail. If there is a gap I'll figure out what to move around so we can fund that contract mod.

Let me know if you have any other questions/concerns. And please continue to remind your folks to practice good situational awareness, report suspicious activity, and to reach out to us if they have questions.

V/R,
Sarah

Sarah Laylo
Chief Security and Continuity Officer
BONNEVILLE POWER ADMINISTRATION
bpa.gov | C (b) (6)



From: Wolfe,Dana R (BPA) - TFS-BELL-1 <drwolfe@bpa.gov>
Sent: Tuesday, October 3, 2023 11:51 AM
To: Laylo,Sarah M (BPA) - NS-4400-LL <smlaylo@bpa.gov>
Cc: Schimmels,Nancy M (BPA) - PSE-MEAD-GOB <nmschimmels@bpa.gov>; Felker,Steven D (TFE)(BPA) - TORM-MEAD <sdfelker@bpa.gov>; West,Kevin L (BPA) - NNT-MEAD <klwest@bpa.gov>; Lahti,John A (BPA) - TF-DITT-2 <jalahti@bpa.gov>; Bryant,Fred A (BPA) - TF-PASCO <fabryant@bpa.gov>; Arthurs,Neil E (BPA) - NNT-MODD <nearthurs@bpa.gov>; Clark,Noah D (BPA) - NNT-1 <NDClark@bpa.gov>
Subject: RE: Follow Up communications

Hi Sarah,

I hope all is well with you. Welcome back to Security.

Sorry I am late with my reply, I was talking with Nancy Schimmels and Kevin West at the GOB. I noticed the communication already went out so again I am sorry I didn't get back to you in time to answer your question. You did get the right email distribution for Bell Substation. There is another called "Spokane District Building" which covers all the mostly non TF personnel that reside in the HQ building. I will take care of forwarding the communication to them.

Speaking of the communication, it speaks to increasing security staff presence at Munro/Bell. I have a question around what that means exactly and primarily for how long. I believe that this incident will be with us for a long time to come. I have heard that this increased security presence may only be temporary and may only last a few days. If the increased security presence timeframe is only short term, I would like to formally request that the increased security staff presence stay indefinitely and be reevaluated at a much later date to come.

I have spoken to Nancy, Kevin and Steve and I believe we all have the same opinion. I have Ccd everyone in case they would like to add their own thoughts and comments to this request.

Thank you and take care,
Dana

From: Laylo,Sarah M (BPA) - NS-4400-LL <smlaylo@bpa.gov>
Sent: Tuesday, October 3, 2023 9:00 AM
To: Wolfe,Dana R (BPA) - TFS-BELL-1 <drwolfe@bpa.gov>
Subject: FW: Follow Up communications

Hi Dana,
I wanted to see if there is an email distro list for Bell substation? I have a follow up communication regarding the events of Saturday and our planned activities over the next week (and beyond)...

Hope all is well.

Thanks,
Sarah

Sarah Laylo
Chief Security and Continuity Officer
BONNEVILLE POWER ADMINISTRATION
bpa.gov | C (b) (6)



From: Felker,Steven D (TFE)(BPA) - TORM-MEAD <sdfelker@bpa.gov>
Sent: Tuesday, October 3, 2023 8:56 AM
To: Laylo,Sarah M (BPA) - NS-4400-LL <smlaylo@bpa.gov>; Schimmels,Nancy M (BPA) - PSE-MEAD-GOB <nmschimmels@bpa.gov>
Subject: RE: Follow Up communications

There is an email group called "Munro Complex"

I have no info about a Bell group.

Steve Felker
Munro Dispatch Supervisor
509-822-4660

This e-mail may contain SOC-Restricted Information. Under FERC Standards of Conduct, SOC-Restricted Information may not be shared with Marketing Function Employees (MFEs) unless certain criteria have been met (e.g., voluntary consent by the customer, a public CASIS posting, system emergencies, or other exceptions). Please take care to remove or otherwise redact the SOC-Restricted Information before forwarding or otherwise sharing with Marketing Function Employees.

From: Laylo, Sarah M (BPA) - NS-4400-LL <smlaylo@bpa.gov>
Sent: Tuesday, October 3, 2023 8:50 AM
To: Felker, Steven D (TFE)(BPA) - TORM-MEAD <sdfelker@bpa.gov>; Schimmels, Nancy M (BPA) - PSE-MEAD-GOB <nmschimmels@bpa.gov>
Subject: Follow Up communications

Good Morning!

I have a follow up communication to send out to the Bell and Munro staffs, but I don't know if there is a distro list that is focused on those groups. I mean, I'm sure there is, but I can't find it... Could one of you point me in the right direction?

Thank you!

V/R,
Sarah

Sarah Laylo
Chief Security and Continuity Officer
BONNEVILLE POWER ADMINISTRATION
bpa.gov | C (b) (6)



From: Clark,Noah D (BPA) - NNT-1
Sent: Tuesday, October 3, 2023 1:08 PM
To: Laylo,Sarah M (BPA) - NS-4400-LL; Arthurs,Neil E (BPA) - NNT-MODD
Subject: RE: Munro Incident

Roger that. More to follow...

V/r
Noah D. Clark
Physical Security Specialist (Technical Lead)
NNT, Office of Security and Continuity of Operations
U.S. Department of Energy | Bonneville Power Administration
Office: (503) 230-3430
Cell: (b) (6)
E-mail: ndclark@bpa.gov

From: Laylo,Sarah M (BPA) - NS-4400-LL <smlaylo@bpa.gov>
Sent: Tuesday, October 3, 2023 1:05 PM
To: Clark,Noah D (BPA) - NNT-1 <NDClark@bpa.gov>; Arthurs,Neil E (BPA) - NNT-MODD <nearthurs@bpa.gov>
Subject: RE: Munro Incident

Call Yvette—she can help you ID the right way forward.

Sarah Laylo
Chief Security and Continuity Officer
BONNEVILLE POWER ADMINISTRATION
bpa.gov | C (b) (6)



From: Clark,Noah D (BPA) - NNT-1 <NDClark@bpa.gov>
Sent: Tuesday, October 3, 2023 1:00 PM
To: Arthurs,Neil E (BPA) - NNT-MODD <nearthurs@bpa.gov>; Laylo,Sarah M (BPA) - NS-4400-LL <smlaylo@bpa.gov>
Subject: RE: Munro Incident

I know the video is on the ProForce drive with the InterCon incident reports.

I know for a fact (as of right now), I (under my Ocularis account) can still go into Ocularis and view the incident.

Who “owns” locking this down? JLS?

V/r
Noah D. Clark
Physical Security Specialist (Technical Lead)
NNT, Office of Security and Continuity of Operations
U.S. Department of Energy | Bonneville Power Administration
Office: (503) 230-3430
Cell: (b) (6)
E-mail: ndclark@bpa.gov

From: Arthurs,Neil E (BPA) - NNT-MODD <nearthurs@bpa.gov>
Sent: Tuesday, October 3, 2023 12:54 PM
To: Laylo,Sarah M (BPA) - NS-4400-LL <smlaylo@bpa.gov>; Clark,Noah D (BPA) - NNT-1 <NDClark@bpa.gov>
Subject: RE: Munro Incident

Sarah and Noah,

I believe Yvette Gil started at the Policy Group update Saturday evening that the video was locked down. I'm not sure what's actually in place to restrict access. In my opinion, the video should be placed on a restricted drive and removed from direct access through the Occularis system.

Noah, do you have any confirmation on the video location? We need to ensure additional copies are not being created as well.

Neil

Sent from Workspace ONE Boxer

On Oct 3, 2023 7:13 AM, "Reiter,Anthony J (BPA) - NNT-MODD" <ajreiter@bpa.gov> wrote:
Aleks,

Thank you for bringing this to our attention. I have reached out to our team to look into the risk of pre-authorized leakage in order to provide appropriate mitigations.

Very respectfully

Anthony

From: Koroteyev,Aleksandr G (CONTR) - NNT-1 <agoroteyev@bpa.gov>
Sent: Monday, October 2, 2023 4:14 PM
To: Reiter,Anthony J (BPA) - NNT-MODD <ajreiter@bpa.gov>; Arthurs,Neil E (BPA) - NNT-MODD <nearthurs@bpa.gov>
Subject: FW: Munro Incident

Anthony,

Please see below recommendation.

Respectfully,

Aleksandr Koroteyev
Contract Manager
Inter-Con Security Systems, Inc.
Physical Security, NNT
Bonneville Power Administration.
Oregon:
5920 Columbia View Dr. The Dalles, OR 97058
Washington:
5411 NE Highway 99. Vancouver, WA 98663
Desk: 503-230-4572. Cell: (b) (6)
E: Agoroteyev@BPA.gov

From: McKay,Christopher A (CONTR) - NNT-DITT-1 <camckay@bpa.gov>
Sent: Monday, October 2, 2023 3:48 PM
To: Koroteyev,Aleksandr G (CONTR) - NNT-1 <agoroteyev@bpa.gov>; Aleksandr Koroteyev
<AKoroteyev@icsecurity.com>
Subject: Munro Incident

Aleks,

I would like to recommend having the video footage from the incident which occurred at Munro on Saturday, September 30, 2023. As security is not the only group with Ocularis access it is possible that individuals are reviewing the footage and could potentially leak it as what has occurred in the past.

Respectfully,

Christopher McKay

Inter-Con Security Systems Inc.

Physical Security – NNT-1


U.S. Department of Energy / Bonneville Power Administration

5411 NE Hwy 99, Vancouver WA 98663 Portland, Oregon 97232

Cell: (b) (6) | E-Mail: camckay@bpa.gov

From: Wingert, Kevin M (BPA) - DKP-7
Sent: Tuesday, October 3, 2023 1:14 PM
To: Habibi, Maryam A (BPA) - DKP-7; Johnson, G Douglas (BPA) - DK-7; Quinata, Nicholas Y (BPA) - DKP-7
Subject: Identification of the fatality

Maryam had asked if we knew who the fatality was. Here is the best non official identification of the individual that I can find. Also reported on local NBC in Spokane.

**Airway Motocross Park Official** · Follow
2d · 🌐

Deeply saddened from the news of the loss of our beloved friend John Franklin and the wounding of his son Broc... John leaves behind a wife and 3 children. He will be forever missed here at the track. It's already strange to think that we won't be seeing him in the early mornings a hour before everyone gets here to help water. Wondering around the track picking up rocks. Like clockwork. Just chomping at the bit to come ride. They would come in set up their pit and be here all day.

It's actually kind of difficult to connect with people who visit the track. On the track side there is always so much to do and little time to visit. John spent so much time here it was impossible not to get to know him. We had a good trackside friendship that was a solid blend of talks about life, politics, and trash talking. Our salute to each other was often a middle finger from across the parking lot, followed by solid laughter. It was a pure form of friendship that I'm going to deeply miss..

John easily has the most laps logged out here. Probably 10x over just about anyone outside his family who most likely would hold 2nd and 3rd place. The amount of time they spent here was amazing. He clearly was a solid father, spending hours on end here, watching his sons spin laps while his bike was down for repair.

We are completely gutted over this.. the details around his death are still coming out and probably will be for some time. It's insane to think that this man lost his life while trying to take his son riding. We can only hope that there is some form of justice and closure for the Franklin family. We can only hope that Broc makes a speedy and full recovery.

People have already been donating money to us to pass along to the Franklin family. If anyone else would like to do so we will make sure it's well received. We will also be doing some more organized fund raising in the near future.

Until we meet again my friend 🙏🙏🙏🙏
Ride in peace ❤️



Very Respectfully,

Kevin Wingert

Communications | Media Relations | Policy

BONNEVILLE POWER ADMINISTRATION

bpa.gov | P 503-230-4140 | C (b) (6)



From: Clark,Noah D (BPA) - NNT-1
Sent: Tuesday, October 3, 2023 1:20 PM
To: Hergert-Romero,Heather M (BPA) - NNP-PSB-2; Lund,John P (BPA) - NNP-PSB-2
Cc: Reiter,Anthony J (BPA) - NNT-MODD; Arthurs,Neil E (BPA) - NNT-MODD; Laylo,Sarah M (BPA) - NS-4400-LL
Subject: RE: INFOSEC Determination on Video of Bell/Munro Officer Involved Shooting

Appreciate it Heather!

V/r
Noah D. Clark
Physical Security Specialist (Technical Lead)
NNT, Office of Security and Continuity of Operations
U.S. Department of Energy | Bonneville Power Administration
Office: (503) 230-3430
Cell: (b) (6)
E-mail: ndclark@bpa.gov

From: Hergert-Romero,Heather M (BPA) - NNP-PSB-2 <hmhergert@bpa.gov>
Sent: Tuesday, October 3, 2023 1:18 PM
To: Clark,Noah D (BPA) - NNT-1 <NDClark@bpa.gov>; Lund,John P (BPA) - NNP-PSB-2 <jplund@bpa.gov>
Cc: Reiter,Anthony J (BPA) - NNT-MODD <ajreiter@bpa.gov>; Arthurs,Neil E (BPA) - NNT-MODD <nearthurs@bpa.gov>; Laylo,Sarah M (BPA) - NS-4400-LL <smlaylo@bpa.gov>
Subject: RE: INFOSEC Determination on Video of Bell/Munro Officer Involved Shooting

You are most welcome Noah,

Rachel is using FOIA exemption 6. BPA has more control by using exemption 6. It would take much longer to go through DOE for the CEII designation.

--

Kind Regards,
Heather Hergert-Romero

Information Security Specialist

BONNEVILLE POWER ADMINISTRATION

bpa.gov | 360.418.2868 | Fax 360.418.8696

hmhergert@bpa.gov or InformationProtection@BPA.gov

Information Protection guidance is located on BPA Connections at [Information Security](#).



From: Clark,Noah D (BPA) - NNT-1 <NDClark@bpa.gov>
Sent: Tuesday, October 3, 2023 1:02 PM
To: Hergert-Romero,Heather M (BPA) - NNP-PSB-2 <hmhergert@bpa.gov>; Lund,John P (BPA) - NNP-PSB-2 <jplund@bpa.gov>
Cc: Reiter,Anthony J (BPA) - NNT-MODD <ajreiter@bpa.gov>; Arthurs,Neil E (BPA) - NNT-MODD <nearthurs@bpa.gov>; Laylo,Sarah M (BPA) - NS-4400-LL <smlaylo@bpa.gov>
Subject: RE: INFOSEC Determination on Video of Bell/Munro Officer Involved Shooting

Thanks Heather! Appreciate it!

V/r
Noah D. Clark
Physical Security Specialist (Technical Lead)
NNT, Office of Security and Continuity of Operations
U.S. Department of Energy | Bonneville Power Administration
Office: (503) 230-3430
Cell: (b) (6)
E-mail: ndclark@bpa.gov

From: Hergert-Romero,Heather M (BPA) - NNP-PSB-2 <hmhergert@bpa.gov>
Sent: Tuesday, October 3, 2023 12:59 PM
To: Clark,Noah D (BPA) - NNT-1 <NDClark@bpa.gov>; Lund,John P (BPA) - NNP-PSB-2 <jplund@bpa.gov>
Cc: Reiter,Anthony J (BPA) - NNT-MODD <ajreiter@bpa.gov>; Arthurs,Neil E (BPA) - NNT-MODD <nearthurs@bpa.gov>
Subject: RE: INFOSEC Determination on Video of Bell/Munro Officer Involved Shooting

Good Afternoon Everyone,

Hello Noah,

I just spoke with Rachel Hull our FOIA officer. This video would fall under FOIA exemption 6 - Privacy. She has authorized the video to be released to LE. However, it is extremely important that they do not release the video. If they do and it goes public then BPA cannot hold it back. If you have additional questions feel free to contact me. I will be in a meeting the next couple of hours but just send me a skype message and I will break away or we can discuss at 3:00.

--

*Kind Regards,
Heather Hergert-Romero*

Information Security Specialist

BONNEVILLE POWER ADMINISTRATION

bpa.gov | 360.418.2868 | Fax 360.418.8696

hmhergert@bpa.gov or InformationProtection@BPA.gov

Information Protection guidance is located on BPA Connections at [Information Security](#).



From: Clark, Noah D (BPA) - NNT-1 <NDClark@bpa.gov>

Sent: Tuesday, October 3, 2023 12:40 PM

To: Hergert-Romero, Heather M (BPA) - NNP-PSB-2 <hmhergert@bpa.gov>; Lund, John P (BPA) - NNP-PSB-2 <jplund@bpa.gov>

Cc: Reiter, Anthony J (BPA) - NNT-MODD <ajreiter@bpa.gov>; Arthurs, Neil E (BPA) - NNT-MODD <nearthurs@bpa.gov>

Subject: INFOSEC Determination on Video of Bell/Munro Officer Involved Shooting

Heather & John,

We need your assistance with making a determination if the footage of the Munro/Bell officer involved shooting is CEII and/or exempt from FOIA.

Sarah and us know the FOIA requests will be inbound if they haven't already begun. Can we block a little time tomorrow to discuss?

If viewing is needed, Sarah made the explicit requirement that it be in office/in person. We can talk about it tomorrow and then make the determination if you need to view it and then coordinate that.

V/r

Noah D. Clark

Physical Security Specialist (Technical Lead)

NNT, Office of Security and Continuity of Operations

U.S. Department of Energy | Bonneville Power Administration

Office: (503) 230-3430

Cell: (b) (6)

E-mail: ndclark@bpa.gov

From: Clark,Noah D (BPA) - NNT-1
Sent: Tuesday, October 3, 2023 1:23 PM
To: Laylo,Sarah M (BPA) - NS-4400-LL; West,Kevin L (BPA) - NNT-MEAD
Subject: RE: Video

Kevin,

Please reach out to SCSO (verbal and e-mail if available) and make sure the public release of the video evidence is not authorized from BPA at this time. Please reply all to me/Sarah/Neil when confirmed.

V/r
Noah D. Clark
Physical Security Specialist (Technical Lead)
NNT, Office of Security and Continuity of Operations
U.S. Department of Energy | Bonneville Power Administration
Office: (503) 230-3430
Cell: (b) (6)
E-mail: ndclark@bpa.gov

From: Laylo,Sarah M (BPA) - NS-4400-LL <smlaylo@bpa.gov>
Sent: Tuesday, October 3, 2023 1:21 PM
To: Clark,Noah D (BPA) - NNT-1 <NDClark@bpa.gov>; West,Kevin L (BPA) - NNT-MEAD <klwest@bpa.gov>
Subject: Video

Gentlemen,
I know we have provided the video to SCSO. I'd like to verify that they know this video cannot be released.

Thanks!
Sarah

Sarah Laylo
Chief Security and Continuity Officer
BONNEVILLE POWER ADMINISTRATION
bpa.gov | C (b) (6)



From: Clark,Noah D (BPA) - NNT-1
Sent: Tuesday, October 3, 2023 1:41 PM
To: West,Kevin L (BPA) - NNT-MEAD; Laylo,Sarah M (BPA) - NS-4400-LL
Subject: RE: Video

Thanks Kevin. Appreciate it.

V/r
Noah D. Clark
Physical Security Specialist (Technical Lead)
NNT, Office of Security and Continuity of Operations
U.S. Department of Energy | Bonneville Power Administration
Office: (503) 230-3430
Cell: (b) (6)
E-mail: ndclark@bpa.gov

From: West,Kevin L (BPA) - NNT-MEAD <klwest@bpa.gov>
Sent: Tuesday, October 3, 2023 1:40 PM
To: Laylo,Sarah M (BPA) - NS-4400-LL <smlaylo@bpa.gov>; Clark,Noah D (BPA) - NNT-1 <NDClark@bpa.gov>
Subject: RE: Video

Sarah,

On Saturday, when I was working the scene, I was given assurance that it will not be released while it is an active investigation, and they had no intention of ever releasing it. However, he told me that he will get back to me about what happens to inactive cases and records and what happens at that point. There could be a situation where our Legal will need to have the record sealed once it becomes inactive. Nonetheless, he stated that he will be in touch with me.


Regards,

Kevin L West
Physical Security Specialist
U.S. Dept. of Energy, Bonneville Power Administration
Office: 509-822-4542
Cell: (b) (6)
E-mail: klwest@bpa.gov

From: Laylo,Sarah M (BPA) - NS-4400-LL <smlaylo@bpa.gov>
Sent: Tuesday, October 3, 2023 1:21 PM
To: Clark,Noah D (BPA) - NNT-1 <NDClark@bpa.gov>; West,Kevin L (BPA) - NNT-MEAD <klwest@bpa.gov>
Subject: Video

Gentlemen,
I know we have provided the video to SCSO. I'd like to verify that they know this video cannot be released.

Thanks!
Sarah

Sarah Laylo
Chief Security and Continuity Officer
BONNEVILLE POWER ADMINISTRATION
bpa.gov | C (b) (6)


From: Johnson,G Douglas (BPA) - DK-7
Sent: Tuesday, October 3, 2023 2:01 PM
To: Turner,Kristel L (BPA) - DKP-7
Subject: Sheriffs statement

[News Flash • Spokane County, WA • CivicEngage](#)

From: Bell, Kevin (BPA) - LG-7
Sent: Tuesday, October 3, 2023 2:13 PM
To: Mautner, Paul F (BPA) - LG-7; Laylo, Sarah M (BPA) - NS-4400-LL; West, Kevin L (BPA) - NNT-MEAD; Clark, Noah D (BPA) - NNT-1
Subject: RE: Video

Thank you Paul.

From: Mautner, Paul F (BPA) - LG-7 <pfmautner@bpa.gov>
Sent: Tuesday, October 3, 2023 1:52 PM
To: Laylo, Sarah M (BPA) - NS-4400-LL <smlaylo@bpa.gov>; West, Kevin L (BPA) - NNT-MEAD <klwest@bpa.gov>; Clark, Noah D (BPA) - NNT-1 <NDClark@bpa.gov>; Bell, Kevin (BPA) - LG-7 <wkbell@bpa.gov>
Subject: RE: Video

I am not sure what sealed means under these circumstances, but as long as there is an active investigation the video is going nowhere except to law enforcement (Sheriff and IG).

The video is still a federal record. To the extent that someone requests it, they will have to make a FOIA request. Any potential release (I emphasize potential) will be run by the DOE IG for their input—likely to be objections to release under Exemption 7 for law enforcement records/activities. If the IG has none, we will process it under any applicable Exemptions that BPA has, or can assert.

But that problem is literally years away.

Paul

From: Laylo, Sarah M (BPA) - NS-4400-LL <smlaylo@bpa.gov>
Sent: Tuesday, October 3, 2023 1:42 PM
To: West, Kevin L (BPA) - NNT-MEAD <klwest@bpa.gov>; Clark, Noah D (BPA) - NNT-1 <NDClark@bpa.gov>; Mautner, Paul F (BPA) - LG-7 <pfmautner@bpa.gov>; Bell, Kevin (BPA) - LG-7 <wkbell@bpa.gov>
Subject: RE: Video

Thank you. I'm adding Kevin Bell and Paul Mautner on here for the legal side of this as I don't know the way forward to ask for it to be sealed.

Sarah Laylo
Chief Security and Continuity Officer
BONNEVILLE POWER ADMINISTRATION
bpa.gov | C (b) (6)



From: West, Kevin L (BPA) - NNT-MEAD <klwest@bpa.gov>
Sent: Tuesday, October 3, 2023 1:40 PM
To: Laylo, Sarah M (BPA) - NS-4400-LL <smlaylo@bpa.gov>; Clark, Noah D (BPA) - NNT-1 <NDClark@bpa.gov>
Subject: RE: Video

Sarah,

On Saturday, when I was working the scene, I was given assurance that it will not be released while it is an active investigation, and they had no intention of ever releasing it. However, he told me that he will get back to me about what happens to inactive cases and records and what happens at that point. There could be a situation where our Legal will need to have the record sealed once it becomes inactive. Nonetheless, he stated that he will be in touch with me.

Regards,

Kevin L West
Physical Security Specialist
U.S. Dept. of Energy, Bonneville Power Administration
Office: 509-822-4542
Cell: (b) (6)
E-mail: klwest@bpa.gov

From: Laylo, Sarah M (BPA) - NS-4400-LL <smlaylo@bpa.gov>
Sent: Tuesday, October 3, 2023 1:21 PM
To: Clark, Noah D (BPA) - NNT-1 <NDClark@bpa.gov>; West, Kevin L (BPA) - NNT-MEAD <klwest@bpa.gov>
Subject: Video

Gentlemen,
I know we have provided the video to SCSO. I'd like to verify that they know this video cannot be released.

Thanks!
Sarah

Sarah Laylo
Chief Security and Continuity Officer
BONNEVILLE POWER ADMINISTRATION
[bpa.gov](https://www.bpa.gov) | C (b) (6)



From: Johnson,G Douglas (BPA) - DK-7
Sent: Tuesday, October 3, 2023 2:32 PM
To: Wilson, Brandon
Cc: Gregory, Mark D.
Subject: RE: [EXTERNAL] FW: Touch base

Thanks Detective Wilson. Corporal Gregory, just would like to modify our statement to reflect the language below. Was told to coordinate all public statements with you. Please take a look and let me know if you are comfortable with this as soon as you can. Thanks.

The Bonneville Power Administration is aware of the incident occurring adjacent to a BPA facility on Sept. 30 in Spokane, Washington, that involved a member of our contracted security force. We take very seriously the tragic loss of life and are fully cooperating with the Spokane County Sheriff's Office, which is leading the investigation. Please direct future inquiries to Corporal Mark Gregory, 509-477-3287.

From: Wilson, Brandon <BWilson@SpokaneSheriff.org>
Sent: Tuesday, October 3, 2023 2:29 PM
To: Johnson,G Douglas (BPA) - DK-7 <gdjohnson@bpa.gov>
Cc: Gregory, Mark D. <MDGREGORY@spokanesherriff.org>
Subject: [EXTERNAL] FW: Touch base

Corporal Gregory,

Doug Johnson with Bonneville has something to run by you regarding their media release.

Thanks,

Detective Brandon Wilson
Spokane County Sheriff's Office
Major Crimes
SWAT | Firearms Instructor
(509)477-3476 (desk)
(509)934-7864 (work cell)
bwilson@spokanesherriff.org



NOTICE: All e-mails sent to this address will be received by the Spokane County e-mail system and may be subject to public disclosure under GR-31 and Chapter 42.56 RCW and to archiving and review.

From: Wilson, Brandon <bwilson@spokanesherriff.org>
Sent: Monday, October 2, 2023 3:55 PM
To: Laylo, Sarah M (BPA) - NS-4400-LL <smlaylo@bpa.gov>
Cc: Wingert, Kevin M (BPA) - DKP-7 <kwingert@bpa.gov>
Subject: RE: Touch base

Sarah,

Attached is the media release from our PIO.



SPOKANE COUNTY
SHERIFF
SHERIFF JOHN F. NOWELS

News Release

Corporal Mark Gregory
Office: (509) 477-3287
Cell: (509) 850-6499

UPDATE: Regarding Shooting Investigation on E. Hawthorne Road

Spokane County Sheriff's Office Major Crimes Detectives continue investigating the shooting that occurred on September 30, 2023, at approximately 11:15 am, in the 2400 block of E. Hawthorne Road.

Initial information gleaned from interviews of witnesses, involved parties, and evidence, it appears at this early point of the investigation that the incident began when two individuals were contacted by security for trespassing on federal land (Bonneville Power Administration/Department of Energy), which was clearly marked by signage.

During the contact, a heated verbal exchange between security and one of the suspected trespassers escalated into a physical altercation. Statements indicate at some point, the second suspected trespasser entered the physical altercation with security, who was armed and by himself. Uninvolved witnesses stated the two males appeared to be aggressive toward, or actually fighting with, the lone security, who fired his weapon, striking the two males.

One adult male was pronounced deceased at the scene, and the second adult male was transported to the hospital, where he remains, for additional care.

Major Crimes Detectives and Forensic Unit Technicians documented the scene and collected evidence.

This remains an active and ongoing investigation. No charges have been filed, and no further information is available.

The Spokane Medical Examiner's Office will release the name, along with the cause and manner of death, at a later time when appropriate.

Anyone who witnessed this incident or can provide information regarding what specifically took place and has not already been contacted by law enforcement is asked to contact Major Crimes Detective B. Wilson at 509-477-3476, reference #10147736.

###

Original release of information on September 30, 2023:

Major Crimes Detectives Investigate Shooting on E. Hawthorne

Spokane County Sheriff's Office Major Crimes Detectives were called to the scene of a shooting in the 2400 block of E. Hawthorne Road.

On September 30, 2023, at approximately 11:15 am, Spokane County Sheriff's Office Deputies responded to 911 calls regarding a shooting in the 2400 block of E. Hawthorne Road. Initial callers reported that a security guard at the location was involved in some kind of altercation with two subjects who were shot during a struggle, and law enforcement was needed.

Deputies, Spokane Police Officers, and medical personnel arrived to find two wounded subjects. One was pronounced deceased at the scene, and the second suffered what appears to be a gunshot wound and was transported to the hospital.

Major Crimes Detectives were called, along with Forensic Unit Technicians, to process and document the scene. SIRT Team Volunteers also responded to assist with traffic control.

The Spokane Medical Examiner's Office will release the name, along with the cause and manner of death, at a later time when appropriate. The second subject continues to receive medical treatment and evaluation.

The security guard was not seriously injured.

This remains an active investigation in its very early stages, and no additional information is available at this time.

Corporal Mark Gregory

Spokane County Sheriff's Office
Spokane Valley Police Department
Public Information Officer
509-477-3287 Office



Detective Brandon Wilson

Spokane County Sheriff's Office
Major Crimes
SWAT | Firearms Instructor
(509)477-3476 (desk)

(509)934-7864 (work cell)
bwilson@spokanesherriff.org



NOTICE: All e-mails sent to this address will be received by the Spokane County e-mail system and may be subject to public disclosure under GR-31 and Chapter 42.56 RCW and to archiving and review.

From: Laylo, Sarah M (BPA) - NS-4400-LL <smlaylo@bpa.gov>
Sent: Monday, October 2, 2023 3:48 PM
To: Wilson, Brandon <bwilson@spokanesherriff.org>
Cc: Wingert, Kevin M (BPA) - DKP-7 <kwingert@bpa.gov>
Subject: Touch base

Detective Wilson,
Thanks for your time. Per our discussion, we will point to your statement, and we will refer to the security officer as contracted security in any statements we make/provide.

V/R,
Sarah

Sarah Laylo
Chief Security and Continuity Officer
BONNEVILLE POWER ADMINISTRATION
bpa.gov | C (b) (6)



From: Schimmels,Nancy M (BPA) - PSE-MEAD-GOB
Sent: Tuesday, October 3, 2023 2:41 PM
To: Laylo,Sarah M (BPA) - NS-4400-LL; Wolfe,Dana R (BPA) - TFS-BELL-1
Cc: Felker,Steven D (TFE)(BPA) - TORM-MEAD; West,Kevin L (BPA) - NNT-MEAD; Lahti,John A (BPA) - TF-DITT-2; Bryant,Fred A (BPA) - TF-PASCO; Arthurs,Neil E (BPA) - NNT-MODD; Clark,Noah D (BPA) - NNT-1
Subject: RE: Follow Up communications

Good afternoon Sarah,

I share similar concerns as Dana regarding the presence of security, so your email about increasing it from here on out in this area is welcome news. Thank you.

We'll remind folks to be vigilant and to report any suspicious activity.

I am planning to set up a meeting with the managers out here (including Dana) and will also include security. I'd like to ensure our phone/contact lists are up to date in the event of an emergency, so we can contact one another either during the workweek or on the weekend, if needed.

If there is anything else we can do on our end, please reach out.

Thank you,
Nancy

From: Laylo,Sarah M (BPA) - NS-4400-LL <smlaylo@bpa.gov>
Sent: Tuesday, October 3, 2023 11:56 AM
To: Wolfe,Dana R (BPA) - TFS-BELL-1 <drwolfe@bpa.gov>
Cc: Schimmels,Nancy M (BPA) - PSE-MEAD-GOB <nmschimmels@bpa.gov>; Felker,Steven D (TFE)(BPA) - TORM-MEAD <sdfelker@bpa.gov>; West,Kevin L (BPA) - NNT-MEAD <klwest@bpa.gov>; Lahti,John A (BPA) - TF-DITT-2 <jalahti@bpa.gov>; Bryant,Fred A (BPA) - TF-PASCO <fabryant@bpa.gov>; Arthurs,Neil E (BPA) - NNT-MODD <nearthurs@bpa.gov>; Clark,Noah D (BPA) - NNT-1 <NDClark@bpa.gov>
Subject: RE: Follow Up communications

Hi Dana,

I anticipate that the increased presence will remain indefinitely. We had programmed funding in our FY24 budget to increase staffing out there, so I'm just validating budget stuff didn't change significantly since I've been out on detail. If there is a gap I'll figure out what to move around so we can fund that contract mod.

Let me know if you have any other questions/concerns. And please continue to remind your folks to practice good situational awareness, report suspicious activity, and to reach out to us if they have questions.

V/R,
Sarah

Sarah Laylo
Chief Security and Continuity Officer
BONNEVILLE POWER ADMINISTRATION
bpa.gov | C (b) (6)



From: Wolfe,Dana R (BPA) - TFS-BELL-1 <drwolfe@bpa.gov>
Sent: Tuesday, October 3, 2023 11:51 AM
To: Laylo,Sarah M (BPA) - NS-4400-LL <smlaylo@bpa.gov>
Cc: Schimmels,Nancy M (BPA) - PSE-MEAD-GOB <nmschimmels@bpa.gov>; Felker,Steven D (TFE)(BPA) - TORM-MEAD <sdfelker@bpa.gov>; West,Kevin L (BPA) - NNT-MEAD <klwest@bpa.gov>; Lahti,John A (BPA) - TF-DITT-2 <jalahti@bpa.gov>; Bryant,Fred A (BPA) - TF-PASCO <fabryant@bpa.gov>; Arthurs,Neil E (BPA) - NNT-MODD <nearthurs@bpa.gov>; Clark,Noah D (BPA) - NNT-1 <NDClark@bpa.gov>
Subject: RE: Follow Up communications

Hi Sarah,

I hope all is well with you. Welcome back to Security.

Sorry I am late with my reply, I was talking with Nancy Schimmels and Kevin West at the GOB. I noticed the communication already went out so again I am sorry I didn't get back to you in time to answer your question. You did get the right email distribution for Bell Substation. There is another called "Spokane District Building" which covers all the mostly non TF personnel that reside in the HQ building. I will take care of forwarding the communication to them.

Speaking of the communication, it speaks to increasing security staff presence at Munro/Bell. I have a question around what that means exactly and primarily for how long. I believe that this incident will be with us for a long time to come. I have heard that this increased security presence may only be temporary and may only last a few days. If the increased security presence timeframe is only short term, I would like to formally request that the increased security staff presence stay indefinitely and be reevaluated at a much later date to come.

I have spoken to Nancy, Kevin and Steve and I believe we all have the same opinion. I have Ccd everyone in case they would like to add their own thoughts and comments to this request.

Thank you and take care,
Dana

From: Laylo,Sarah M (BPA) - NS-4400-LL <smlaylo@bpa.gov>
Sent: Tuesday, October 3, 2023 9:00 AM
To: Wolfe,Dana R (BPA) - TFS-BELL-1 <drwolfe@bpa.gov>
Subject: FW: Follow Up communications

Hi Dana,
I wanted to see if there is an email distro list for Bell substation? I have a follow up communication regarding the events of Saturday and our planned activities over the next week (and beyond)...

Hope all is well.

Thanks,
Sarah

Sarah Laylo



From: Felker, Steven D (TFE)(BPA) - TORM-MEAD <sdfelker@bpa.gov>
Sent: Tuesday, October 3, 2023 8:56 AM
To: Laylo, Sarah M (BPA) - NS-4400-LL <smlaylo@bpa.gov>; Schimmels, Nancy M (BPA) - PSE-MEAD-GOB <nmschimmels@bpa.gov>
Subject: RE: Follow Up communications

There is an email group called "Munro Complex"

I have no info about a Bell group.

Steve Felker
Munro Dispatch Supervisor
509-822-4660

This e-mail may contain SOC-Restricted Information. Under FERC Standards of Conduct, SOC-Restricted Information may not be shared with Marketing Function Employees (MFEs) unless certain criteria have been met (e.g., voluntary consent by the customer, a public CASIS posting, system emergencies, or other exceptions). Please take care to remove or otherwise redact the SOC-Restricted Information before forwarding or otherwise sharing with Marketing Function Employees.

From: Laylo, Sarah M (BPA) - NS-4400-LL <smlaylo@bpa.gov>
Sent: Tuesday, October 3, 2023 8:50 AM
To: Felker, Steven D (TFE)(BPA) - TORM-MEAD <sdfelker@bpa.gov>; Schimmels, Nancy M (BPA) - PSE-MEAD-GOB <nmschimmels@bpa.gov>
Subject: Follow Up communications

Good Morning!

I have a follow up communication to send out to the Bell and Munro staffs, but I don't know if there is a distro list that is focused on those groups. I mean, I'm sure there is, but I can't find it... Could one of you point me in the right direction?

Thank you!
V/R,
Sarah

Sarah Laylo
Chief Security and Continuity Officer
BONNEVILLE POWER ADMINISTRATION
bpa.gov | C (b) (6)



From: Clark,Noah D (BPA) - NNT-1
Sent: Tuesday, October 3, 2023 3:01 PM
To: Laylo,Sarah M (BPA) - NS-4400-LL; Arthurs,Neil E (BPA) - NNT-MODD
Subject: RE: Confirmation of Locking Down Ocularis Video Access - Munro/Bell Officer Involved Shooting

Thanks Sarah! Sending the request ASAP.

V/r
Noah D. Clark
Physical Security Specialist (Technical Lead)
NNT, Office of Security and Continuity of Operations
U.S. Department of Energy | Bonneville Power Administration
Office: (503) 230-3430
Cell: (b) (6)
E-mail: ndclark@bpa.gov

From: Laylo,Sarah M (BPA) - NS-4400-LL <smlaylo@bpa.gov>
Sent: Tuesday, October 3, 2023 3:00 PM
To: Clark,Noah D (BPA) - NNT-1 <NDClark@bpa.gov>; Arthurs,Neil E (BPA) - NNT-MODD <nearthurs@bpa.gov>
Subject: RE: Confirmation of Locking Down Ocularis Video Access - Munro/Bell Officer Involved Shooting

NNT feds only I think would suffice. If I need to access it I will get one of you to sit with me.

Sarah Laylo
Chief Security and Continuity Officer
BONNEVILLE POWER ADMINISTRATION
bpa.gov | C (b) (6)



From: Clark,Noah D (BPA) - NNT-1 <NDClark@bpa.gov>
Sent: Tuesday, October 3, 2023 2:49 PM
To: Arthurs,Neil E (BPA) - NNT-MODD <nearthurs@bpa.gov>; Laylo,Sarah M (BPA) - NS-4400-LL <smlaylo@bpa.gov>
Subject: RE: Confirmation of Locking Down Ocularis Video Access - Munro/Bell Officer Involved Shooting

To what end? Just that you and Neil have access? I want to be clear so that when I confirm to you it's locked down, we are all on the same page.

V/r
Noah D. Clark
Physical Security Specialist (Technical Lead)
U.S. Department of Energy / Bonneville Power Administration
Office: (503) 230-3430
Cell: (b) (6)
E-mail: ndclark@bpa.gov

On Oct 3, 2023 2:47 PM, "Laylo,Sarah M (BPA) - NS-4400-LL" <smlaylo@bpa.gov> wrote:
Please lock it down.

Sarah Laylo

Chief Security and Continuity Officer

BONNEVILLE POWER ADMINISTRATION

bpa.gov | C (b) (6)



From: Clark,Noah D (BPA) - NNT-1 <NDClark@bpa.gov>

Sent: Tuesday, October 3, 2023 2:42 PM

To: Gill,Yvette R (BPA) - JL-3 <yrgill@bpa.gov>; Arthurs,Neil E (BPA) - NNT-MODD <nearthurs@bpa.gov>

Cc: Laylo,Sarah M (BPA) - NS-4400-LL <smlaylo@bpa.gov>; Wilde,Rebecca L (BPA) - JLS-3 <rlwilde@bpa.gov>; Smith,Erik A (BPA) - JLS-Z992 <easmith@bpa.gov>; Hess,Joshua R (CONTR) - JLS-3 <jrhess@bpa.gov>; Sanders,Aaron T (CONTR) - JLS-3 <atsanders@bpa.gov>; Barnett,Rachel M (CONTR) - JLS-3 <rmbarnett@bpa.gov>; Richards,Joseph E (CONTR) - JLS-3 <jerichards@bpa.gov>; Wilde,Rebecca L (BPA) - JLS-3 <rlwilde@bpa.gov>

Subject: RE: Confirmation of Locking Down Ocularis Video Access - Munro/Bell Officer Involved Shooting

Thanks Yvette!

If Sarah and Neil deem further lockdown, I will reach out to Aaron and move forward from there. Thanks again!

V/r

Noah D. Clark

Physical Security Specialist (Technical Lead)

NNT, Office of Security and Continuity of Operations

U.S. Department of Energy | Bonneville Power Administration

Office: (503) 230-3430

Cell: (b) (6)

E-mail: ndclark@bpa.gov

From: Gill,Yvette R (BPA) - JL-3 <yrgill@bpa.gov>

Sent: Tuesday, October 3, 2023 2:28 PM

To: Clark,Noah D (BPA) - NNT-1 <NDClark@bpa.gov>; Arthurs,Neil E (BPA) - NNT-MODD <nearthurs@bpa.gov>

Cc: Laylo,Sarah M (BPA) - NS-4400-LL <smlaylo@bpa.gov>; Wilde,Rebecca L (BPA) - JLS-3 <rlwilde@bpa.gov>; Smith,Erik A (BPA) - JLS-Z992 <easmith@bpa.gov>; Hess,Joshua R (CONTR) - JLS-3 <jrhess@bpa.gov>; Sanders,Aaron T (CONTR) - JLS-3 <atsanders@bpa.gov>; Barnett,Rachel M (CONTR) - JLS-3 <rmbarnett@bpa.gov>; Richards,Joseph E (CONTR) - JLS-3 <jerichards@bpa.gov>; Wilde,Rebecca L (BPA) - JLS-3 <rlwilde@bpa.gov>

Subject: RE: Confirmation of Locking Down Ocularis Video Access - Munro/Bell Officer Involved Shooting

Importance: High

As I understand it – the AMS and authorized users in NTT can access any of the stored video from that camera. If NNT wants to restrict that, the video would need to be archived so it is not available through Ocularis. Security has a secured drive where the video can be stored and this can be performed by NNT.

Aaron can provide assistance if needed. Let me know who to call.

From: Clark,Noah D (BPA) - NNT-1 <NDClark@bpa.gov>

Sent: Tuesday, October 3, 2023 1:32 PM

To: Gill,Yvette R (BPA) - JL-3 <yrgill@bpa.gov>

Cc: Arthurs,Neil E (BPA) - NNT-MODD <nearthurs@bpa.gov>; Laylo,Sarah M (BPA) - NS-4400-LL <smlaylo@bpa.gov>

Subject: Confirmation of Locking Down Ocularis Video Access - Munro/Bell Officer Involved Shooting

Hi Yvette,

Neil and Sarah need confirmation on what control measures are in place with regard to locking down the video access from the 9/30 Munro-Bell officer involved shooting.

We are concerned that the wide range of ocularis users can still arbitrarily access the video. The specific cameras and time stamps are below:

Footage lockdown requested for –

BELL-YARD-57-SP02-PTZ-NE from 1104-1112 on 9/30/2023

BELL-MHQ-63-East Parking Lot Entrance Gate from 1104-1112 on 9/30/2023

BELL230-CNTL-34-SW Corner from 1104-1800 on 9/30/2023

V/r

Noah D. Clark

Physical Security Specialist (Technical Lead)

NNT, Office of Security and Continuity of Operations

U.S. Department of Energy | Bonneville Power Administration

Office: (503) 230-3430

Cell: (b) (6)

E-mail: ndclark@bpa.gov

From: Meltwater Newsletters
Sent: Tue Oct 03 15:06:33 2023
To: Wingert, Kevin M (BPA) - DKP-7
Subject: [EXTERNAL] BPA Fatal Shooting Near BPA Substation in Spokane Media Report
Importance: Normal

bpa logo

Broadcast Online Social Media

This special report is produced to cover media related to a shooting that occurred near a BPA facility in Spokane, Wa and involved a member of BPA's contract security force.

PLEASE NOTE: Broadcast returns may be labeled as "Good Morning America" or "Late Night Show" but actually reference newscasts adjacent to those shows or embedded within them. They do not reflect national broadcasts.

Duplicate returns, particularly within the Broadcast category, are intended to show the number of times the story is appearing in news cycles (i.e. 5 p.m, 6 p.m., 10 p.m., etc.).

Broadcast

Good Morning America

KXLY (ABC) - October 3, 2023

the building. The fire was contained... And the cause is under investigation. The *spokane* county sheriff's office says the *shooting* in m killed a man saturday started when two men were trespassing on *federal* land. Accord

Good Morning America

KXLY (ABC) - October 3, 2023

the *spokane* county sheriff's the *spokane* the *spokane* county sheriff's office says the *shooting* in mead that killed a man started when were trespassing on *federal* land. According to the sheriff's office.

CBS Mornings

KREM (CBS) - October 3, 2023

you're clicking on. Number three new details into a *shooting* me that killed one man and left another hurt. The *spokane* county sheriff's a security guard approached the men for trespassing on federal land near *bonneville p*

4 News Now Good Morning Northwest at 6:30

KXLY (ABC) - October 3, 2023

of retail stores. Spokane police say the surge in thefts has triggered a increase of patrols in the area -- and in ev enparkxtng slourtsve .lai poli say arrests in the neva-woodistri are up 56-percent this year the spokane<>

UP WITH KREM

KREM (CBS) - October 3, 2023

the man who shot a spokane police officer in a drive by shooting last june has pleaded guilty to attempted murder and 12 other charge documents show last june ray wynkoop ambushed spokane police driving on garland sh

UP WITH KREM

KREM (CBS) - October 3, 2023

will euthanize dogs deemed too dangerous to adopt the city of spokane thanks them for their brave in showing people their pets and b who safely moved to the evacuation shelter and spokane excuse me. Several spokane tran

UP WITH KREM

KREM (CBS) - October 3, 2023

you are clicking on number three right now. New details into a shooting in me that killed one man and left another hurt. The couyheriff's a security guard approached the men for trespassing on federal land near bonllr adminis

UP WITH KREM

KREM (CBS) - October 3, 2023

a man killed in a shooting in northeast spokane month. The spokane county medical examiner reports 32 year old devin rowden was s. killed. Spokane police arrested 19 year old abraham alvarez charged him with rodin

UP WITH KREM

KREM (CBS) - October 3, 2023

his condition. Again, the sheriff's office is still investigating this shooting. At this time no charges have been filed. Brand new for you this man who shot a spokane police officer in a drive by shooting last june ha

UP WITH KREM

KREM (CBS) - October 2, 2023

. >> Our big story morning an investigation in north spokane county. A security guard shot two people killing one in mead over the wee spokane county sheriff's office says this happened on the 2400 block of east hawthorne<>

UP WITH KREM

KREM (CBS) - October 2, 2023

. Our big story this morning an investigation in north spokane county a security guard shot two people killing one in mead over the wee spokane county sheriff's office says this happened on the 2400 block of east hawthorne

Wake Up NonStop Local

KHQ (NBC) - October 3, 2023

that the two men shot, one fatally, in mead over the weekend, stems from trespassing. Spokane sheriff's deputies say the men were t the bonneville power administration, when a security guard intervened. An argument ensued, w

Wake Up NonStop Local

KHQ (NBC) - October 3, 2023

information now... On a deadly shooting over the weekend near mead. Spokane county sheriff's deputies tell us one man was hurt and killed... After a security guard confronted two men that he believed were trespassing. This h

Wake Up NonStop Local

KHQ (NBC) - October 2, 2023

article on nonstoplocal dot com. One person is dead and another is in the hospital after being shot by a security guard in north spokane happened near hawthorne and nevada about 11:30 saturday morning. Sheriff's deputies say a securi

Wake Up NonStop Local

KHQ (NBC) - September 29, 2023

charges in a road rage shooting in spokane county last summer. Treven lewis pled guilty to first- degree manslaughter and illegally own for shooting and killing 34- year-old david knoepfle ka-niffley . It happened on i-

Wake Up NonStop Local

KHQ (NBC) - September 28, 2023

The white house is mandating federal agencies to take action in restoring salmon populations to the columbia and snake rivers. The president signed a memorandum yesterday, telling the government to honor its treaty obligations with northwest tribes

4 News Now Good Morning Northwest at 6

KXLY (ABC) - October 3, 2023

this year. The spokane county sheriff's office says the shooting in mead that killed a man started when two men were trespassing on federal land. The sheriff's office says the two men were trespassing on federal land that belongs to the

4 News Now Good Morning Northwest at 5

KXLY (ABC) - October 3, 2023

this year. The spokane county sheriff's office says the shooting in mead that killed a man started when two men were trespassing on federal land. The sheriff's office says the two men were trespassing on federal land that belongs to the

Late Night With Seth Meyers

KHQ (NBC) - October 3, 2023

Or similar laws in other jurisdictions. With spokane valley passing a very similar ordinance this spring... Kinnear says... These measures necessary... To make sure illegal parlors who were operating in spokane valley... Don't migrate

Local News @ 5:00 from 23:11 to -01:16 in US/Pacific

NBC 6 (Spokane, WA) - October 2, 2023

OPEN, AFTER BEING CLOSED FOR 3 HOURS. SPOKANE COUNTY SHERIFF'S DEPUTIES TELL US ONE MAN WAS HURT AND WAS KILLED... AFTER A DISAGREEMENT TURNED DEADLY IN MEAD OVER THE WEEKEND. DEPUTIES SAY 2 MEN WERE TRESPASSING AT THE BONNEVILLE POWER ADMINISTRATION

4 News Now Nightside

KXLY (ABC) - October 2, 2023

year. The spokane county sheriff's office says the shooting in mead that left one man dead started when two men were trespassing on federal land. The sheriff's office says the two men were trespassing on the Bonneville Power Administration in north spokane

FOX 28 News First at 10

KAYU (FOX) - October 2, 2023

open, after being closed for 3 hours. Spokane county sheriff's deputies tell us one man was hurt and another was killed... After a disagreement turned deadly in mead over the weekend. Deputies say 2 men were trespassing at the bonneville power

FOX 28 News First at 10

KAYU (FOX) - September 30, 2023

, we will likely see a dry and warm pattern developing over the region. Two separate shootings in spokane county ... Leaves one person ... And another in the hospital. The latest ... Happening near hawthorne and nevada. This was the

Nonstop Local News @ 6

pm

KHQ (NBC) - October 2, 2023

information now... On a deadly shooting over the weekend near mead. Spokane county sheriff's deputies tell us one man was hurt and another was killed... After a security guard confronted two men that he believed were trespassing. This happened

KREM 2 News at 6

KREM (CBS) - October 2, 2023

guard. Crime too. Shannon moody has been working to more information on what led up to the shooting. >> Well, tonight we know that the spokane county sheriff's office is investigating the shooting. But what we have learned from

KREM 2 News at 6

KREM (CBS) - October 1, 2023

spokane sheriff's office is still investigating the deadly shooting in mead. >> This happened after 11 yesterday morning when deputies responded to a call about a security guard and two other people fighting in the area of east hawthorne road

KREM 2 News at 6

KREM (CBS) - September 30, 2023

a developing story. The spokane county sheriff's office is investigating a shooting on hawthorne road in mead

tonight. That shooting left one person dead and another injured. Crime news nathan yon brings us the very late

Nonstop Local News @ 5pm

KHQ (NBC) - October 2, 2023

I also spoke with spokane city council member michael cathcart and he told me the council plans to discuss this incident at their study session this coming thursday. Reporting in spokane... I'm steffi roche, nonstop local. One week ago t

KREM 2 News at 5

KREM (CBS) - October 2, 2023

led up to this incident. So shannon, what have you learned so far today? Well, tonight we know that the spokane county sheriff's office is still investigating the shooting. But what we have learned from the sheriff's office is that witne

KREM 2 News at 5

KREM (CBS) - October 1, 2023

coverage. Tonight the spokane county sheriff's office still investigating a deadly shooting in meade. >> This just just after 11:00 yesterday morning when deputies responded to a call about a security guard and two other people fighting

KREM 2 News at 5

KREM (CBS) - September 30, 2023

your saturday. >> I'm cody prompter. We start tonight with a developing story. The spokane county sheriff's office is investigating a shooting on hawthorne road in the two night that shooting left one person dead and an

Local News @ 4

KNDO (NBC) - October 2, 2023

new information... On a deadly shooting over the weekend near mead. Spokane county sheriff's deputies tell us 1 man was hurt and another was killed... After a disagreement turned deadly. Deputies say 2 men were trespassing at the bon

Nonstop Local News @ 4pm

KHQ (NBC) - October 2, 2023

new information... On a deadly shooting over the weekend near mead. Spokane county sheriff's deputies tell us 1 man was hurt and another was killed... After a disagreement turned deadly. Deputies say 2 men were trespassing at the bon

KREM 2 News @ 4

KREM (CBS) - October 2, 2023

canadian park will also now be closed until at least november 30th. Tonight we have new date details into a shooting in meade that killed one man and left another injured. The spokane county she's nosays the two men may hav been fighting

KREM 2 News at Noon

KREM (CBS) - October 2, 2023

butterfly initially went up. Was introduced here to spokane 1974 for the world's fair expo but for now reporting at riverfront park, brandon t jones continues, we do have a developing story for you coming out of north spokane county. Dep

Good Day

KFFX (FOX) - October 2, 2023

. That's 509-574-2567 one person is dead and another is in the hospital after being shot by a security guard in north spokane. It happened near hawthorne and nevada about 11:30 saturday morning. Sheriff's deputies say a security guard go

Good Day

KAYU (FOX) - October 2, 2023

screen. That's 509-574-2567 one person is dead and another is in the hospital after being shot by a security guard in north spokane. It happened near hawthorne and nevada about 11:30 satuaryning. Sheriff's deputies say a security guard go

Good Day

KFFX (FOX) - October 2, 2023

it'll be easier to cross. Good morning, so glad you're joining us, I'm tana kelley. Between the maple street bridge in spokane and changes on interstate 95 in north spokane... It's set to be a busy week for construction. To break down ho

Good Day

KAYU (FOX) - October 2, 2023

it'll be easier to cross. Good morning, so glad you're joining us, I'm ta kelley. Between the maple street bridge in spokane and changes on interstate 95 in north spokane... It's set to be a busy week for construction. To break down how

KREM 2 News at 11

KREM (CBS) - September 30, 2023

after a deadly shooting place in me today a spokane county sheriff's office is actively crime two as nathan young brings us the details tonight. >> I've been here since the shooting call came in and here's what we know at about

FOX News First at Ten

KFFX (FOX) - September 30, 2023

, we will likely see a dry and warm pattern developing over the region. Two seperate shootings in spokane county ... Leaves one person dead ... And another in the hospital. The latest ... Happening near hawthorne and nevada. This was the

NonStop Local Primetime

KHQ (NBC) - September 30, 2023

, so long from iowa city. The hospital ... After a shooting in mead And it wasn't the only shooting today either. Good evening I'm john webb. Major crimes have stepped in to investigate the deadly shooting on east haw

Online

One person dead, another injured in Mead shooting

UK time News - October 2, 2023

... 2—One person was killed and another was injured in a shooting late Saturday morning in Mead, according to the Spokane County Sheriff's ...

One person dead, another injured in Mead shooting

Spokesman-Review (Spokane, WA) - October 2, 2023

... 2—One person was killed and another was injured in a shooting late Saturday morning in Mead, according to the Spokane County Sheriff's ...

One person dead, another injured in Mead shooting

The Bharat Express News - September 30, 2023

September 30 – One person was killed and another injured in a shooting late Saturday morning in Mead, according to the Spokane County ...

One person dead, another injured in Mead shooting

Yahoo! News - September 30, 2023

... 30—One person was killed and another was injured in a shooting late Saturday morning in Mead, according to the Spokane County Sheriff's ...

One person dead, another injured in Mead shooting

Spokesman-Review (Spokane, WA) - September 30, 2023

... 30—One person was killed and another was injured in a shooting late Saturday morning in Mead, according to the Spokane County Sheriff's ...

One person dead, another injured in Mead shooting

Yahoo! News - September 30, 2023

One person was killed and another was injured in a shooting late Saturday morning in Mead, according to the Spokane County Sheriff's Office ...

One person dead, another injured in Mead shooting

The Spokesman-Review - September 30, 2023

A Spokane County Sheriff's Office vehicle blocks traffic Saturday, Sept. 30, 2023 at Nevada Street and Hawthorne Road as detectives ...

Spokane County Shooting Investigation: Ongoing Probe into Fatal Altercation on Federal Land

Big Country News - October 2, 2023

... SPOKANE - Spokane County Sheriff's Office Major Crimes Detectives continue investigating the shooting that occurred on Saturday at ...

Fatal shooting in Mead allegedly started from trespassing on federal land, according to SCSO

FOX28spokane.com - October 2, 2023

MEAD, Wash. — The fatal shooting that occurred in Mead Saturday morning reportedly started when two men trespassed onto federal land. On ...

1 dead, 1 injured after shooting in Mead

FOX28spokane.com - September 30, 2023

MEAD, Wash. — Spokane County Sheriff's Office responded to a shooting on East Hawthorne Road involving a security guard and two civilians ...

Social Media

aren't saying about this shooting. This is definitely something to keep an eye on. <https://t.co/oVmTjpi6GN> ; NEW INFORMATION: A shooting in

Antifascists of North Idaho - October 3, 2023

aren't saying about this shooting. This is definitely something to keep an eye on. <https://t.co/oVmTjpi6GN> ; NEW INFORMATION: A shooting in Mead that killed a man Saturday morning started when two men were trespassing on federal

SCSO: Trespassers on federal land led to deadly shooting in Mead

4 News Now - October 3, 2023

A shooting in Mead that killed a man Saturday morning started when two men were trespassing on federal land, according to the Spokane County Sheriff's Office. SCSO said two men were contacted by security for trespassing on the Bonne

pickup when the security guard pulled them over from a public road on to Bonneville property. There is a video of it.
; UPDATE: Regarding
JD Leighty - October 2, 2023
pickup when the security guard pulled them over from a public road on to Bonneville property. There is a video of it.
; UPDATE: Regarding Shooting Investigation on E. Hawthorne Road <https://t.co/weU82aKnJu> #SCSO
#SpokaneCounty #SpokaneVa

Fatal shooting in Mead started from trespassing on federal land; Witnesses stated that the two men appeared to be aggressive towards the
reddit.com/r/SecurityGuardsOnly - October 2, 2023
Unit Technicians collected evidenced on scene. This incident took place on the Bonneville Power Administration facility. They have stated: "We are aware of the incident occurring adjacent to a BPA facility on Sept. 30 in Spokane

QT @kxly4news: Looks like it was at the Bonneville power station. It will be interesting to see the full report as to why they would have
Jacob Berg - October 2, 2023
QT @kxly4news: Looks like it was at the Bonneville power station. It will be interesting to see the full report as to why they would have been trying to enter a power station. Saboteurs? ; NEW INFORMATION: A shooting in Mead that killed

NEW INFORMATION: A shooting in Mead that killed a man Saturday morning started when two men were trespassing on federal land, according to
4 News Now - October 2, 2023
NEW INFORMATION: A shooting in Mead that killed a man Saturday morning started when two men were trespassing on federal land, according to the Spokane County Sheriff's Office. <https://t.co/SMnDfHqxBo>

UPDATE: Regarding Shooting Investigation on E. Hawthorne Road <https://t.co/weU82aKnJu> #SCSO
#SpokaneCounty #SpokaneValley #Spokane #CdA
SpokaneSheriffOffice - October 2, 2023
UPDATE: Regarding Shooting Investigation on E. Hawthorne Road <https://t.co/weU82aKnJu> #SCSO
#SpokaneCounty #SpokaneValley #Spokane #CdA <https://t.co/QRxrUUvXzw>

A shooting at a federal substation in Spokane but no details of what happened <https://t.co/9YNlx2TXH1>
DZ - October 2, 2023
A shooting at a federal substation in Spokane but no details of what happened <https://t.co/9YNlx2TXH1>

One person dead, another injured after shooting in Mead

KREM 2 News - September 30, 2023

Hawthorne Road between Nevada Street and Parksmith Drive is currently closed as the Spokane County Sheriff's Office investigates.

RT @kxly4news: BREAKING: The Spokane County Sheriff's Office is responding to a shooting in Mead. E. Hawthorne Road is currently blocked

Elizabeth Rogers - September 30, 2023

RT @kxly4news: BREAKING: The Spokane County Sheriff's Office is responding to a shooting in Mead. E. Hawthorne Road is currently blocked near the North Spokane Corridor. <https://t.co/bhQhAYK4qk>

BREAKING: The Spokane County Sheriff's Office is responding to a shooting in Mead. E. Hawthorne Road is currently blocked near the North

4 News Now - September 30, 2023

BREAKING: The Spokane County Sheriff's Office is responding to a shooting in Mead. E. Hawthorne Road is currently blocked near the North Spokane Corridor. <https://t.co/bhQhAYK4qk>

Spokane County Sheriff's Office responded to a shooting on East Hawthorne Road involving a security guard and two civilians.

KHQ Local News - September 30, 2023

Spokane County Sheriff's Office responded to a shooting on East Hawthorne Road involving a security guard and two civilians. <https://t.co/pw4d7omQ5Z>

RT @SpokaneSheriff: Major Crimes Detectives Investigate Shooting on E. Hawthorne <https://t.co/weU82aKnJu> #SCSO #SpokaneCounty #SpokaneValley

*Rania Kaur KXLY * - September 30, 2023*

RT @SpokaneSheriff: Major Crimes Detectives Investigate Shooting on E. Hawthorne <https://t.co/weU82aKnJu> #SCSO #SpokaneCounty #SpokaneValley #CdA #Spokane <https://t.co/4oLRCzk5G7>

Major Crimes Detectives Investigate Shooting on E. Hawthorne <https://t.co/weU82aKnJu> #SCSO #SpokaneCounty

#SpokaneValley #CdA #Spokane

SpokaneSheriffOffice - September 30, 2023

Major Crimes Detectives Investigate Shooting on E. Hawthorne <https://t.co/weU82aKnJu> #SCSO #SpokaneCounty
#SpokaneValley #CdA #Spokane <https://t.co/4oLRCzk5G7>

Spokane County Sheriff's Office investigating shooting near Hawthorne Road <https://t.co/lb0PefK2dp>

KREM 2 NEWS - September 30, 2023

Spokane County Sheriff's Office investigating shooting near Hawthorne Road <https://t.co/lb0PefK2dp>

#BREAKING Police have Hawthorne road blocked in North Spokane due to reports of a shooting @KREM2
<https://t.co/5SMUf4r5zs>

Nathan Hyun - September 30, 2023

#BREAKING Police have Hawthorne road blocked in North Spokane due to reports of a shooting @KREM2
<https://t.co/5SMUf4r5zs>

Meltwater - 456 California St. Floor 11, San Francisco, California 94104 USA *To unsubscribe from
this newsletter Click Here*

"<http://link.newsletter.meltwater.com/wf/open?upn=FvaoUkGB5xIJLEMJNh7obbYT-2Fx6Q7godA3G7x35Gk6gHQobwMPsT4D3k8TAi1RVYh4niZcS-2BwMpfb26VmNqSeGGZTJOr75q2nFbacn0K2axQlcyS82u-2BBV6SxctZSlyYB4HYcnfYpzz0WU5K86MEVEtbOKxUJdQ0xylynp5WyXUFPB25beVXZMnllhE66ItNEPucOArlFTgdGY-2B4bwkf7Cv5iBldL-2FhEwJBbJfhDQ2J-2FG2EXXFhSWzcTLBfgJd094O9B-2F-2BiUccMbLGsFUyd3i5SUds50JFK5L4mhFc-2Fsa-2FPvpLO5Xsp2GGRv28LQrsrrOeHXnfLPorhpl0AuYrytoqO3v0HGhy4yzHKRN-2Fq6LDvGp-2FVBSpi19b6XAu8NpkYCq>

From: Clark,Noah D (BPA) - NNT-1
Sent: Wednesday, October 4, 2023 6:53 AM
To: Sanders,Aaron T (CONTR) - JLS-3
Cc: Gill,Yvette R (BPA) - JL-3; Hess,Joshua R (CONTR) - JLS-3; Barnett,Rachel M (CONTR) - JLS-3; Arthurs,Neil E (BPA) - NNT-MODD; Laylo,Sarah M (BPA) - NS-4400-LL
Subject: RE: Please Archive and Lockdown Ocularis Video - Munro/Bell Shooting

Thanks Aaron! Appreciate it! Once we hear from legal, I will let you know what they determine.

V/r
Noah D. Clark
Physical Security Specialist (Technical Lead)
NNT, Office of Security and Continuity of Operations
U.S. Department of Energy | Bonneville Power Administration
Office: (503) 230-3430
Cell: (b) (6)
E-mail: ndclark@bpa.gov

From: Sanders,Aaron T (CONTR) - JLS-3 <atsanders@bpa.gov>
Sent: Wednesday, October 4, 2023 6:51 AM
To: Clark,Noah D (BPA) - NNT-1 <NDClark@bpa.gov>
Cc: Gill,Yvette R (BPA) - JL-3 <yrgill@bpa.gov>; Hess,Joshua R (CONTR) - JLS-3 <jrhess@bpa.gov>; Barnett,Rachel M (CONTR) - JLS-3 <rmbarnett@bpa.gov>; Arthurs,Neil E (BPA) - NNT-MODD <nearthurs@bpa.gov>; Laylo,Sarah M (BPA) - NS-4400-LL <smlaylo@bpa.gov>
Subject: RE: Please Archive and Lockdown Ocularis Video - Munro/Bell Shooting

Everyone,

Just to keep everyone in the loop. We put a hold on this for now. Once we get more information, we will send out an update.

Thank you.

Aaron Sanders
Actalent
System Security Engineer
Physical Access Control & Monitoring team - JLS
Bonneville Power Administration, Portland, Or.
Desk 503.230.7390
Cell (b) (6)
atsanders@bpa.gov

From: Clark,Noah D (BPA) - NNT-1 <NDClark@bpa.gov>
Sent: Tuesday, October 3, 2023 3:02 PM
To: Sanders,Aaron T (CONTR) - JLS-3 <atsanders@bpa.gov>
Cc: Gill,Yvette R (BPA) - JL-3 <yrgill@bpa.gov>; Hess,Joshua R (CONTR) - JLS-3 <jrhess@bpa.gov>; Barnett,Rachel M (CONTR) - JLS-3 <rmbarnett@bpa.gov>; Arthurs,Neil E (BPA) - NNT-MODD <nearthurs@bpa.gov>; Laylo,Sarah M (BPA) -

NS-4400-LL <smlaylo@bpa.gov>

Subject: Please Archive and Lockdown Ocularis Video - Munro/Bell Shooting

Hi Aaron,

Please archive and lockdown the Ocularis video footage outlined below. For the sake of simplicity, please restrict access solely to NNT federal employees. If Sarah & Neil deem further restriction is necessary, I'll update you.

When completed, please let me know as well as identifying where the storage location is.

Footage lockdown requested for:

BELL-YARD-57-SP02-PTZ-NE from 1104-1112 on 9/30/2023

BELL-MHQ-63-East Parking Lot Entrance Gate from 1104-1112 on 9/30/2023

BELL230-CNTL-34-SW Corner from 1104-1800 on 9/30/2023

V/r

Noah D. Clark

Physical Security Specialist (Technical Lead)

NNT, Office of Security and Continuity of Operations

U.S. Department of Energy | Bonneville Power Administration

Office: (503) 230-3430

Cell: (b) (6)

E-mail: ndclark@bpa.gov

DKP Meeting 3OCT23

Non-responsive



SPOKANE INCIDENT

What we currently have as a statement –

Spokane County Sheriff's Office not department ...

The Bonneville Power Administration is aware of the incident occurring adjacent to a BPA facility on Sept. 30 in Spokane, Washington, that involved a member of our contracted security force. We take very seriously the tragic loss of life and are fully cooperating with the Spokane County Sheriff's Office, which is leading the investigation. Please direct future inquiries to Corporal Mark Gregory, 509-477-3287.

Coverage of future topics involving a fatality – general pieces of that agenda

JOHN STATEMENT FOR THE WEEKEND –

Content

BOOLEAN SEARCH – monitoring/reporting

This week media line -

BOOLEAN –

Sheriff Spokane shooting Hawthorne Bonneville BPA

From: West, Kevin L (BPA) - NNT-MEAD
Sent: Wednesday, October 4, 2023 8:46 AM
To: Arthurs, Neil E (BPA) - NNT-MODD
Subject: After Action Notes and Discussion Topics

Importance: High

Neil,

I have refined some information regarding our shooting incident, related to after action items and my observations. I would like to discuss prior to rolling out to the team.

- On scene incident commander vs incident support (Field and HQ)
- Notification processes by line (who informs who and information flow)
- Lanes of Communications being sent out (who sends out what and Regional vs HQ's)
- Lanes of work (NNT)
- Information collection plan and integration

Regards,

Kevin L West
Physical Security Specialist
U.S. Dept. of Energy, Bonneville Power Administration
Office: 509-822-4542
Cell: (b) (6)
E-mail: klwest@bpa.gov

From: Johnson,G Douglas (BPA) - DK-7
Sent: Wednesday, October 4, 2023 9:08 AM
To: Beauregard,Justis T (BPA) - DKD-7; Wingert,Kevin M (BPA) - DKP-7
Subject: RE: Security - returning

It's covered. I can get you up to speed.

From: Beauregard,Justis T (BPA) - DKD-7 <jtbeauregard@bpa.gov>
Sent: Wednesday, October 4, 2023 8:20 AM
To: Johnson,G Douglas (BPA) - DK-7 <gdjohnson@bpa.gov>; Wingert,Kevin M (BPA) - DKP-7 <kwingert@bpa.gov>
Subject: Security - returning

Gents,

Hey, I am back from leave – do you know who has been covering NN?

I assume the officer involved shooting comms are already in flight so I will stay out of that unless you want me to step in.

Very respectfully,

Justis Beauregard (He/Him)

Video Lead | Public Affairs | Digital Media and Visual Design

BONNEVILLE POWER ADMINISTRATION

O: 503-305-5901



From: Turner,Kristel L (BPA) - DKP-7
Sent: Wednesday, October 4, 2023 9:40 AM
To: Lahti,John A (BPA) - TF-DITT-2; Mautner,Paul F (BPA) - LG-7; Johnson,G Douglas (BPA) - DK-7; Baskerville,Sonya L (BPA) - AI-WASH; Wingert,Kevin M (BPA) - DKP-7; Scruggs,Joel L (BPA) - DK-7; Habibi,Maryam A (BPA) - DKP-7; Laylo,Sarah M (BPA) - NS-4400-LL; Clark,Noah D (BPA) - NNT-1
Subject: RE: [EXTERNAL] RE: BPA Statement

Thanks all! I added the link at the end. I'll plan on including this in John's message Friday, unless any other changes come in before then.

You may have read the security alert issued Sept. 30 regarding the tragic incident near BPA's Bell Substation in Spokane. An altercation between a contract security guard and two individuals escalated to a shooting, which I'm saddened to say left one of the individuals dead and the other injured. The security guard was not seriously injured. This was a traumatic event for all involved, and the loss of life is simply heartbreaking. BPA is fully cooperating with the investigation led by the Spokane County Sheriff's Office. I cannot comment on any other aspects of the incident until the investigation is complete, but you can read the statement from the sheriff's office [here](#).

From: Lahti,John A (BPA) - TF-DITT-2 <jalahti@bpa.gov>
Sent: Wednesday, October 4, 2023 8:33 AM
To: Mautner,Paul F (BPA) - LG-7 <pfmautner@bpa.gov>; Johnson,G Douglas (BPA) - DK-7 <gdjohnson@bpa.gov>; Baskerville,Sonya L (BPA) - AI-WASH <slbaskerville@bpa.gov>; Turner,Kristel L (BPA) - DKP-7 <klturner@bpa.gov>; Wingert,Kevin M (BPA) - DKP-7 <kwingert@bpa.gov>; Scruggs,Joel L (BPA) - DK-7 <jlsruggs@bpa.gov>; Habibi,Maryam A (BPA) - DKP-7 <maasgharian@bpa.gov>; Laylo,Sarah M (BPA) - NS-4400-LL <smlaylo@bpa.gov>; Clark,Noah D (BPA) - NNT-1 <NDClark@bpa.gov>
Subject: RE: [EXTERNAL] RE: BPA Statement

Thanks All. I'm like Sarah / Sonya / Paul's ideas.
John

From: Mautner,Paul F (BPA) - LG-7 <pfmautner@bpa.gov>
Sent: Wednesday, October 4, 2023 7:57 AM
To: Johnson,G Douglas (BPA) - DK-7 <gdjohnson@bpa.gov>; Baskerville,Sonya L (BPA) - AI-WASH <slbaskerville@bpa.gov>; Lahti,John A (BPA) - TF-DITT-2 <jalahti@bpa.gov>; Turner,Kristel L (BPA) - DKP-7 <klturner@bpa.gov>; Wingert,Kevin M (BPA) - DKP-7 <kwingert@bpa.gov>; Scruggs,Joel L (BPA) - DK-7 <jlsruggs@bpa.gov>; Habibi,Maryam A (BPA) - DKP-7 <maasgharian@bpa.gov>; Laylo,Sarah M (BPA) - NS-4400-LL <smlaylo@bpa.gov>; Clark,Noah D (BPA) - NNT-1 <NDClark@bpa.gov>
Subject: RE: [EXTERNAL] RE: BPA Statement

I agree with Sarah and Sonya's comments.

If people think a link to the Sheriff's Office statements make sense, then that is a good idea.

Paul

From: Johnson,G Douglas (BPA) - DK-7 <gdjohnson@bpa.gov>
Sent: Wednesday, October 4, 2023 6:58 AM

To: Baskerville, Sonya L (BPA) - AI-WASH <slbaskerville@bpa.gov>; Lahti, John A (BPA) - TF-DITT-2 <jalahti@bpa.gov>; Mautner, Paul F (BPA) - LG-7 <pfmautner@bpa.gov>; Turner, Kristel L (BPA) - DKP-7 <klturner@bpa.gov>; Wingert, Kevin M (BPA) - DKP-7 <kwingert@bpa.gov>; Scruggs, Joel L (BPA) - DK-7 <jlsruggs@bpa.gov>; Habibi, Maryam A (BPA) - DKP-7 <maasgharian@bpa.gov>; Laylo, Sarah M (BPA) - NS-4400-LL <smlaylo@bpa.gov>; Clark, Noah D (BPA) - NNT-1 <NDClark@bpa.gov>

Subject: RE: [EXTERNAL] RE: BPA Statement

The only thing I think we could do in addition to what we have is add a link to the statements that have been posted by the Spokane County Sheriff's Office: [News Flash • Spokane County, WA • CivicEngage](#)

From: Baskerville, Sonya L (BPA) - AI-WASH <slbaskerville@bpa.gov>

Sent: Tuesday, October 3, 2023 6:06 PM

To: Lahti, John A (BPA) - TF-DITT-2 <jalahti@bpa.gov>; Johnson, G Douglas (BPA) - DK-7 <gdjohnson@bpa.gov>; Mautner, Paul F (BPA) - LG-7 <pfmautner@bpa.gov>; Turner, Kristel L (BPA) - DKP-7 <klturner@bpa.gov>; Wingert, Kevin M (BPA) - DKP-7 <kwingert@bpa.gov>; Scruggs, Joel L (BPA) - DK-7 <jlsruggs@bpa.gov>; Habibi, Maryam A (BPA) - DKP-7 <maasgharian@bpa.gov>; Laylo, Sarah M (BPA) - NS-4400-LL <smlaylo@bpa.gov>; Clark, Noah D (BPA) - NNT-1 <NDClark@bpa.gov>

Subject: RE: [EXTERNAL] RE: BPA Statement

I agree with Sarah. It is a police matter at this point. We should avoid speculating. Thanks.

Sonya Baskerville
BPA Intergovernmental Affairs and National Relations

(b) (6) m

On Oct 3, 2023 8:53 PM, "Laylo, Sarah M (BPA) - NS-4400-LL" <smlaylo@bpa.gov> wrote:
My edits/comments in red, and I lined through a couple of things...

V/R,
Sarah

Sarah Laylo

Chief Security and Continuity Officer

[BONNEVILLE POWER ADMINISTRATION](#)

[bpa.gov](#) | C (b) (6)



From: Turner, Kristel L (BPA) - DKP-7 <klturner@bpa.gov>

Sent: Tuesday, October 3, 2023 5:47 PM

To: Johnson, G Douglas (BPA) - DK-7 <gdjohnson@bpa.gov>; Scruggs, Joel L (BPA) - DK-7 <jlsruggs@bpa.gov>; Habibi, Maryam A (BPA) - DKP-7 <maasgharian@bpa.gov>; Wingert, Kevin M (BPA) - DKP-7 <kwingert@bpa.gov>; Laylo, Sarah M (BPA) - NS-4400-LL <smlaylo@bpa.gov>; Clark, Noah D (BPA) - NNT-1 <NDClark@bpa.gov>; Lahti, John A (BPA) - TF-DITT-2 <jalahti@bpa.gov>; Mautner, Paul F (BPA) - LG-7 <pfmautner@bpa.gov>

Cc: Baskerville, Sonya L (BPA) - AI-WASH <slbaskerville@bpa.gov>

Subject: RE: [EXTERNAL] RE: BPA Statement

Would it be possible for John to add something like: *I want to stress that this was/appears to have been an isolated event, and there is no indication of an increased threat to staff at any of our substations or other facilities.* Maybe it's not necessary if you're not hearing concerns/questions from people along those lines. *Sarah's 2 cents... I don't think this is necessary. I'd like to stay away from talking about threats if possible. We have communicated to the Bell/Munro staff to*

maintain awareness in the event of reprisals/etc, and I don't think we need to be more broad than that. I can answer any questions if they come up, if that's an ok approach?

And I have a few other suggestions for John's message below, to soften it a bit. It feels cold to refer to them as "subjects" – is there another word we can use?

"You may have read the security alert issued Sept. 30 regarding the tragic incident near BPA's Bell Substation in Spokane. An altercation between a contract security guard and two subjects ~~[members of the public?]~~ individuals escalated to a shooting, which I'm saddened to say left one of the individuals dead and the other injured. The security guard was not seriously injured. This was a traumatic event for all involved, and the loss of life is simply heartbreaking. BPA is fully cooperating with the investigation led by the Spokane County Sheriff's Office. I cannot comment on any other aspects of the incident until the investigation is complete. ~~I want to stress that this was/appears to have been an isolated event, and there is no indication of an increased threat to staff at any of our substations or other facilities.~~"

From: Johnson,G Douglas (BPA) - DK-7 <[gdjohnson@bpa.gov](mailto:gjohnson@bpa.gov)>

Sent: Tuesday, October 3, 2023 5:03 PM

To: Scruggs,Joel L (BPA) - DK-7 <jlsruggs@bpa.gov>; Habibi,Maryam A (BPA) - DKP-7 <maasgharian@bpa.gov>; Wingert,Kevin M (BPA) - DKP-7 <kwingert@bpa.gov>; Laylo,Sarah M (BPA) - NS-4400-LL <smlaylo@bpa.gov>; Clark,Noah D (BPA) - NNT-1 <NDClark@bpa.gov>; Lahti,John A (BPA) - TF-DITT-2 <jalahti@bpa.gov>; Mautner,Paul F (BPA) - LG-7 <pfmautner@bpa.gov>

Cc: Turner,Kristel L (BPA) - DKP-7 <klturner@bpa.gov>; Baskerville,Sonya L (BPA) - AI-WASH <slbaskerville@bpa.gov>

Subject: FW: [EXTERNAL] RE: BPA Statement

Was able to connect with Corporal Gregory. Great guy. He has all of this under control. He agreed that acknowledging the loss of life was OK. The statement in the forwarded email is what we'll go with until the investigation is done. Please let me know if you need anything else.

I told Sarah we should draft a few sentences for John's Friday message. Here is what I recommend:

Some of you may be aware that there was a security incident on Saturday, Sept. 30 near BPA's Bell Substation that involved an altercation between a contract security guard and two subjects. The two subjects were shot – one pronounced dead at the scene and the other injured and transported to the hospital. We take seriously the tragic loss of life and are fully cooperating with the Spokane County Sheriff's Office, which is leading the investigation. We are not commenting on any other aspects of the incident until the investigation is complete.

Please provide any edits you see fit to the info above. Thanks.

From: Johnson,G Douglas (BPA) - DK-7

Sent: Tuesday, October 3, 2023 4:34 PM

To: King, Shannon (b) (6) <shannon.king@krem.com>

Subject: RE: [EXTERNAL] RE: BPA Statement

We'd prefer not to release the name of the security firm until the investigation is complete. Please use this statement:

The Bonneville Power Administration is aware of the incident occurring adjacent to a BPA facility on Sept. 30 in Spokane, Washington, that involved a member of our contracted security force. We take very seriously the tragic loss of life and are fully cooperating with the Spokane County Sheriff's Office, which is leading the investigation. Please direct future inquiries to Corporal Mark Gregory, 509-477-3287.

From: King, Shannon (b) (6) @KREM.com>
Sent: Tuesday, October 3, 2023 11:13 AM
To: Johnson,G Douglas (BPA) - DK-7 <gdjohnson@bpa.gov>
Subject: [EXTERNAL] RE: BPA Statement

Doug,

Thanks for this.

Can you identify the security firm that I'm assuming is contracted out through Bonneville at the Mead facility?
And is there any surveillance or security video of this incident Bonneville can share?

Thank you,

Shannon Moudy
Multiskilled Journalist
(b) (6) @krem.com
C: (b) (6)



KREM 2 strives to provide a workplace of inclusion and diversity. Our station does not tolerate discrimination. We cultivate a culture of growth as well as share a common goal of inclusion no matter the identity. We take each of our colleagues' unique and shared experiences and use them to make our workplace and community one for all.

From: Johnson,G Douglas (BPA) - DK-7 <gdjohnson@bpa.gov>
Sent: Tuesday, October 3, 2023 11:05 AM
To: King, Shannon (b) (6) @KREM.com>
Subject: BPA Statement

CAUTION - EXTERNAL EMAIL - Please use caution opening attachments and never share your password.
Send suspicious email to infosec@tegna.com.

Shannon,

Thanks for calling. The BPA statement on the shooting is below. I have also included a link to a recent release issued by the Sheriff's Department.

We are aware of the incident occurring adjacent to a BPA facility on Sept. 30 in Spokane, Wash., that involved a member of our contracted security force. We are actively cooperating with local law enforcement on this active investigation. Any further inquiries regarding this incident should be placed with local law enforcement.

[News Flash • Spokane County, WA • CivicEngage](#)

From: Wingert, Kevin M (BPA) - DKP-7
Sent: Wed Oct 04 10:06:26 2023
To: Johnson, G Douglas (BPA) - DK-7; Quinata, Nicholas Y (BPA) - DKP-7; Habibi, Maryam A (BPA) - DKP-7
Cc: Turner, Kristel L (BPA) - DKP-7; Lemon, Sierra V (BPA) - DKP-7
Subject: RE: REPORT on BPA Fatal Shooting Near BPA Substation in Spokane Media Report
Importance: Normal
Attachments: image001.png; image002.jpg; image003.jpg; image004.jpg; image005.jpg; image006.jpg; image007.jpg

Agreed. We can include something to the effect of broadcast clips often run more than once, depending on the individual outlet's news cycle.

Sent from Workspace ONE Boxer

On Oct 4, 2023 9:36 AM, "Habibi, Maryam A (BPA) - DKP-7" <maasgharian@bpa.gov> wrote:
It's interesting to see the full scale of coverage, but after the initial report we distribute, maybe we could drop off some or all of the duplicates. If something is getting significant shares, etc., maybe we add a note about that in the summary text.

Maryam Habibi
Manager | Media Relations, Policy Communications and Writing
[Bonneville Power Administration](#)
P 503-230-4413 | C (b) (6)

From: Wingert, Kevin M (BPA) - DKP-7 <kwingert@bpa.gov>
Sent: Tuesday, October 3, 2023 3:14 PM
To: Habibi, Maryam A (BPA) - DKP-7 <maasgharian@bpa.gov>; Johnson, G Douglas (BPA) - DK-7 <gdjohnson@bpa.gov>; Quinata, Nicholas Y (BPA) - DKP-7 <nyquinata@bpa.gov>
Cc: Turner, Kristel L (BPA) - DKP-7 <klturner@bpa.gov>; Lemon, Sierra V (BPA) - DKP-7 <svlemon@bpa.gov>
Subject: REPORT on BPA Fatal Shooting Near BPA Substation in Spokane Media Report

Here's what I put together using the following Boolean logic. Any edits welcome to the Boolean and/or the summary text with the report:

 2023 Fatal Shooting Near BPA Facility in Spo...   

("Spokane" AND "shooting" AND ("Hawthorne" OR "Bonneville Power" OR "BPA" OR "fe

[Supported operators](#)

 Filter set  Source type  Language  Location  Keyword  Sentiment 

Very Respectfully,

Kevin Wingert

Communications | Media Relations | Policy

[Bonneville Power Administration](#)

bpa.gov | P 503-230-4140 | C (b) (6)



From: Meltwater Newsletters <newsletters@meltwater.com>

Sent: Tuesday, October 3, 2023 3:07 PM

To: Wingert, Kevin M (BPA) - DKP-7 <kwingert@bpa.gov>

Subject: [EXTERNAL] BPA Fatal Shooting Near BPA Substation in Spokane Media Report

bpa logo

Broadcast

Online
Social Media

This special report is produced to cover media related to a shooting that occurred near a BPA facility in Spokane, Wash., on Sept. 30, and involved a member of BPA's contract security force.

PLEASE NOTE: Broadcast returns may be labeled as "Good Morning America" or "Late Night Show" but actually reference either local newscasts adjacent to those shows or embedded within them. They do not reflect national broadcasts.

Duplicate returns, particularly within the Broadcast category, are intended to show the number of times the story is appearing within local news cycles (i.e. 5 p.m, 6 p.m., 10 p.m., etc.).

Broadcast

[GoodMorning America](#)

KXLY (ABC) - October 3, 2023

the building. The fire was contained... And the cause is under investigation. The **spokane** county sheriff's office says the **shooting** in mead that killed a man saturday started when two men were trespassing on **federal** land. Accord

GoodMorning America

KXLY (ABC) - October 3, 2023

the **spokane** county sheriffs the **spokane** the **spokane** county sheriff's office says the **shooting** in mead that killed a man started when two men were trespassing on **federal** land. According to the sheriff's office.

CBSMornings

KREM (CBS) - October 3, 2023

you're clicking on. Number three new details into a **shooting** me that killed one man and left another hurt. The **spokane** county sheriff's office says a security guard approached the men for trespassing on federal land near **bonneville p**

4News Now Good Morning Northwest at 6:30

KXLY (ABC) - October 3, 2023

of retail stores. **Spokane** police say the surge in thefts has trigged aincrease of patrols in the area -- andin ev enparkxtng slourtsve .lanc **spokane** poli say arrests in the neva-woodistri are up 56-percent this year the **spokane**

UPWITH KREM

KREM (CBS) - October 3, 2023

the man who shot a **spokane** police officer in a drive by **shooting** last june has pleaded guilty to attempted murder and 12 other charges. Court documents show last june ray wynkoop ambushed **spokane** police driving on garland **sh**

UPWITH KREM

KREM (CBS) - October 3, 2023

will euthanize dogs deemed too dangerous to adopt the city of **spokane** thanks them for their brave in showing people their pets and belongings who safely moved to the evacuation shelter and **spokane** excuse me. Several **spokane** tran

UPWITH KREM

KREM (CBS) - October 3, 2023

you are clicking on number three right now. New details into a **shooting** in me that killed one man and left another hurt. The couyheriff's office says a security guard approached the men for trespassing on **federal** land near bonllr adminis

UPWITH KREM

KREM (CBS) - October 3, 2023

a man killed in a **shooting** in northeast **spokane** month. The **spokane** county medical examiner reports 32 year old devin rowden was shot and killed. **Spokane** police arrested 19 year old abraham alvarez charged him with rodin

UPWITH KREM

KREM (CBS) - October 3, 2023

his condition. Again, the sheriff's office is still investigating this **shooting**. At this time no charges have en filed. Brand new for you this morning the man who shot a **spokane** police officer in a drive by **shooting** last june ha

UPWITH KREM

KREM (CBS) - October 2, 2023

. >> Our big story morning an investigation in north **spokane** county. A security guard shot two people killing one in mead over the weekend. The **spokane** county sheriff's office says this happened on the 2400 block of east **hawthorne**</e></p>
</div>
<div data-bbox="178 517 299 531" data-label="Section-Header">
<h4>UPWITH KREM</h4>
</div>
<div data-bbox="127 535 335 550" data-label="Text">
<p>KREM (CBS) - October 2, 2023</p>
</div>
<div data-bbox="127 551 829 592" data-label="Text">
<p>. Our big story this morning an investigation in north **spokane** county a security guard shot two people killing one in mead over the weekend. The **spokane** county sheriff's office says this happened on the 2400 block of east **hawthorne**</></p>
</div>
<div data-bbox="178 721 354 736" data-label="Section-Header">
<h4>WakeUp NonStop Local</h4>
</div>
<div data-bbox="127 739 327 754" data-label="Text">
<p>KHQ (NBC) - October 3, 2023</p>
</div>
<div data-bbox="127 754 803 797" data-label="Text">
<p>that the two men shot, one fatally, in mead over the weekend, stems from trespassing. **Spokane** sheriff's deputies say the men were trespassing at the **bonneville power** administration, when a security guard intervened. An argument ensued, w</p>
</div>
<div data-bbox="835 975 990 996" data-label="Page-Footer">
<p>Leighty - 0114</p>
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WakeUp NonStop Local

KHQ (NBC) - October 3, 2023

information now... On a deadly **shooting** over the weekend near mead. **Spokane** county sheriff's deputies tell us one man was hurt and another was killed... After a security guard confronted two men that he believed were trespassing. This h

WakeUp NonStop Local

KHQ (NBC) - October 2, 2023

article on nonstoplocal dot com. One person is dead and another is in the hospital after being shot by a security guard in north **spokane**. It happened near **hawthorne** and nevada about 11:30 saturday morning. Sheriff's deputies say a securi

WakeUp NonStop Local

KHQ (NBC) - September 29, 2023

charges in a road rage **shooting** in **spokane** county last summer. Treven lewis pled guilty to first- degree manslaughter and illegally owning a gun for **shooting** and killing 34- year-old david knoepfle ka-niffley . It happened on i-

WakeUp NonStop Local

KHQ (NBC) - September 28, 2023

The white house is mandating **federal** agencies to take action in restoring salmon populations to the columbia and snake rivers. The president signed a memorandum yesterday, telling the government to honor its treaty obligations with northwest trib

[4News Now Good Morning Northwest at 6](#)

KXLY (ABC) - October 3, 2023

this year. The **spokane** county sheriff's office says the **shooting** in mead that killed a man started when two men were trespassing on federal land. The sheriff's office says the two men were trespassing on federal land that belongs to the

[4News Now Good Morning Northwest at 5](#)

KXLY (ABC) - October 3, 2023

this year. The **spokane** county sheriff's office says the **shooting** in mead that killed a man started when two men were trespassing on federal land. The sheriff's office says the two men were trespassing on federal land that belongs to the

[LateNight With Seth Meyers](#)

KHQ (NBC) - October 3, 2023

Or similar laws in other jurisdictions. With **spokane** valley passing a very similar ordinance this spring... Kinnear says... These measures are neccessary... To make sure illegal parlors who were operating in **spokane** valley... Don't migra

[Local News @ 5:00 from 23:11 to -01:16 in US/Pacific](#)

NBC 6 (Spokane, WA) - October 2, 2023

OPEN, AFTER BEING CLOSED FOR 3 HOURS. **SPOKANE** COUNTY SHERIFF'S DEPUTIES TELL US ONE MAN WAS HURT AND ANOTHER WAS KILLED... AFTER A DISAGREEMENT TURNED DEADLY IN MEAD OVER THE WEEKEND. DEPUTIES SAY 2 MEN WERE TRESPASSING AT THE **BONNEVILLE POWE**

4News Now Nightside

KXLY (ABC) - October 2, 2023

year. The spoke county sheriff's office says the **shooting** in mead that left one n dead started when two men were ssing on feral land. The sheriff's offis the two men were trespassing on the **bonneville power** administration in north **spo**

FOX28 News First at 10

KAYU (FOX) - October 2, 2023

open, after being closed for 3 hours. **Spokane** county sheriff's deputies tell us one man was hurt and another was killed... After a disagreement turned deadly in mead over the weekend. Deputies say 2 men were trespassing at the **bonneville powe**

FOX28 News First at 10

KAYU (FOX) - September 30, 2023

, we will likely see a dry and warm pattern developing over the region. Two seperate shootings in **spokane** county ... Leaves one person dead ... And another in the hospital. The latest ... Happening near **hawthorne** and nevada. This was the

NonstopLocal News @ 6pm

KHQ (NBC) - October 2, 2023

information now... On a deadly **shooting** over the weekend near mead. **Spokane** county sheriff's deputies tell us one man was hurt and another was killed... After a security guard confronted two men that he believed were trespassing. This h

[KREM2 News at 6](#)

KREM (CBS) - October 2, 2023

guard. Crime too. Shannon moody has been working to more information on what led up to the **shooting**. >> Well, tonight we know that the **spokane** county sheriff's office is investigating the **shooting**. But what we have learned from

[KREM2 News at 6](#)

KREM (CBS) - October 1, 2023

spokane sheriff's office is still investigating the deadly **shooting** in mead. >> This happened after 11 yesterday morning when deputies responded to a call about a security guard and two other people fighting in the area of east **hawthorne** r

[KREM2 News at 6](#)

KREM (CBS) - September 30, 2023

a developing story. The **spokane** county sheriff's office is investigating a **shooting** on **hawthorne** road in may tonight. That **shooting** left one person dead and another injured. Crime news nathan yon brings us the very late

[NonstopLocal News @ 5pm](#)

KHQ (NBC) - October 2, 2023

I also spoke with **spokane** city council member michael cathcart and he told me the council plans to discuss this incident at their study session this coming thursday. Reporting in **spokane**... I'm steffi roche, nonstop local. One week ago t

KREM2 News at 5

KREM (CBS) - October 2, 2023

led up to this incident. So shannon, what have you learned so far today? Well, tonight we know that the **spokane** county sheriff's office is still investigating the **shooting**. But what we have learned from the sheriff's office is that witne

KREM2 News at 5

KREM (CBS) - October 1, 2023

coverage. Tonight the **spokane** county sheriff's office still investigating a deadly **shooting** in meade. >> This just after 11:00 yesterday morning when deputies responded to a call about a security guard and two other people fighting

KREM2 News at 5

KREM (CBS) - September 30, 2023

your saturday. >> I'm cody prompter. We start tonight with a developing story. The **spokane** county sheriff's office is investigating a **shooting** on **hawthorne** road in the two night that **shooting** left one person dead and an

[LocalNews @ 4](#)

KNDO (NBC) - October 2, 2023

new information... On a deadly **shooting** over the weekend near mead. **Spokane** county sheriff's deputies tell us 1 man was hurt and another was killed... After a disagreement turned deadly. Deputies say 2 men were trespassing at the **bon**

[NonstopLocal News @ 4pm](#)

KHQ (NBC) - October 2, 2023

new information... On a deadly **shooting** over the weekend near mead. **Spokane** county sheriff's deputies tell us 1 man was hurt and another was killed... After a disagreement turned deadly. Deputies say 2 men were trespassing at the **bon**

[KREM2 News @ 4](#)

KREM (CBS) - October 2, 2023

canadian park will also now be closed until at least november 30th. Tonight we have new date details into a **shooting** in meade that killed one man and left another injured. The **spokane** county she's nosays the two men may hav been fighting

[KREM2 News at Noon](#)

KREM (CBS) - October 2, 2023

butterfly initially went up. Was introduced here to **spokane** 1974 for the world's fair expo but for now reporting at riverfront park, brandon t jones continues, we do have a developing story for you coming out of north **spokane** county. Dep

GoodDay

KFFX (FOX) - October 2, 2023

. That's 509-574-2567 one person is dead and another is in the hospital after being shot by a security guard in north **spokane**. It happened near **hawthorne** and nevada about 11:30 saturday morning. Sheriff's deputies say a security guard go

GoodDay

KAYU (FOX) - October 2, 2023

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GoodDay

KFFX (FOX) - October 2, 2023

it'll be easier to cross. Good morning, so glad you're joining us, I'm tana kelley. Between the maple street bridge in **spokane** and changes on interstate 95 in north **spokane**... It's set to be a busy week for construction. To break down ho

GoodDay

KAYU (FOX) - October 2, 2023

it'll be easier to cross. Good morning, so glad you're joining us, I'm ta kelley. Between the maple street bridge in **spokane** and changes on interstate 95 in north **spokane**... It's set to be a busy week for construction. To break down how

KREM2 News at 11

KREM (CBS) - September 30, 2023

after a deadly **shooting** place in me today a **spokane** county sheriff's office is actively crime two as nathan young brings us the details tonight. >> I've been here since the **shooting** call came in and here's what we know at about

FOXNews First at Ten

KFFX (FOX) - September 30, 2023

, we will likely see a dry and warm pattern developing over the region. Two seperate shootings in **spokane** county ... Leaves one person dead ... And another in the hospital. The latest ... Happening near **hawthorne** and nevada. This was the

NonStopLocal Primetime

KHQ (NBC) - September 30, 2023

, so long from iowa city. The hospital ... After a **shooting** in mead And it wasn't the only **shooting** today either. Good evening I'm john webb. Major crimes have stepped in to investigate the deadly **shooting** on east **haw**

Online

[Oneperson dead, another injured in Mead shooting](#)

UK time News - October 2, 2023

... 2—One person was killed and another was injured in a **shooting** late Saturday morning in Mead, according to the **Spokane** County Sheriff's ...

[One person dead, another injured in Mead shooting](#)

Spokesman-Review (Spokane, WA) - October 2, 2023

... 2—One person was killed and another was injured in a **shooting** late Saturday morning in Mead, according to the **Spokane** County Sheriff's ...

[Oneperson dead, another injured in Mead shooting](#)

The Bharat Express News - September 30, 2023

September 30 – One person was killed and another injured in a **shooting** late Saturday morning in Mead, according to the **Spokane** County ...

[Oneperson dead, another injured in Mead shooting](#)

Yahoo! News - September 30, 2023

... 30—One person was killed and another was injured in a **shooting** late Saturday morning in Mead, according to the **Spokane** County Sheriff's ...

[One person dead, another injured in Mead shooting](#)

Spokesman-Review (Spokane, WA) - September 30, 2023

... 30—One person was killed and another was injured in a **shooting** late Saturday morning in Mead, according to the **Spokane** County Sheriff's ...

[Oneperson dead, another injured in Mead shooting](#)

Yahoo! News - September 30, 2023

One person was killed and another was injured in a **shooting** late Saturday morning in Mead, according to the **Spokane** County Sheriff's Office ...

[Oneperson dead, another injured in Mead shooting](#)

The Spokesman-Review - September 30, 2023

A **Spokane** County Sheriff's Office vehicle blocks traffic Saturday, Sept. 30, 2023 at Nevada Street and **Hawthorne** Road as detectives ...

[SpokaneCounty Shooting Investigation: Ongoing Probe into Fatal Altercation on Federal Land](#)

Big Country News - October 2, 2023

... **SPOKANE** - **Spokane** County Sheriff's Office Major Crimes Detectives continue investigating the **shooting** that occurred on Saturday at ...

Fatal shooting in Mead allegedly started from trespassing on federal land, according to SCSO

FOX28spokane.com - October 2, 2023

MEAD, Wash. — The fatal **shooting** that occurred in Mead Saturday morning reportedly started when two men trespassed onto federal land. On ...

1 dead, 1 injured after shooting in Mead

FOX28spokane.com - September 30, 2023

MEAD, Wash. — **Spokane** County Sheriff's Office responded to a **shooting** on East **Hawthorne** Road involving a security guard and two civilians ...

Social Media

aren't saying about this shooting. This is definitely something to keep an eye on.

<https://t.co/oVmTjpi6GN> ; NEW INFORMATION: A shooting in

Antifascists of North Idaho - October 3, 2023

aren't saying about this **shooting**. This is definitely something to keep an eye on. <https://t.co/oVmTjpi6GN> ; NEW INFORMATION: A **shooting** in Mead that killed a man Saturday morning started when two men were trespassing on **federal**

SCSO:Trespassers on federal land led to deadly shooting in Mead

4 News Now - October 3, 2023

A **shooting** in Mead that killed a man Saturday morning started when two men were trespassing on federal land, according to the **Spokane** County Sheriff's Office. SCSO said two men were contacted by security for trespassing on the **Bonne**

pickupwhen the security guard pulled them over from a public road on to Bonneville property. There is a video of it. ; UPDATE: Regarding

JD Leighty - October 2, 2023

pickup when the security guard pulled them over from a public road on to Bonneville property. There is a video of it. ; UPDATE: Regarding **Shooting** Investigation on E. **Hawthorne** Road <https://t.co/weU82aKnJu> #SCSO #SpokaneCounty #SpokaneVa

Fatalshooting in Mead started from trespassing on federal land; Witnesses stated that the two men appeared to be aggressive towards the

reddit.com/r/SecurityGuardsOnly - October 2, 2023

Unit Technicians collected evidenced on scene. This incident took place on the **Bonneville Power** Administration facility. They have stated: "We are aware of the incident occurring adjacent to a **BPA** facility on Sept. 30 in **Spokane**

QT@kxly4news: Looks like it was at the Bonneville power station. It will be interesting to see the full report as to why they would have

Jacob Berg - October 2, 2023

QT @kxly4news: Looks like it was at the **Bonneville power** station. It will be interesting to see the full report as to why they would have been trying to enter a power station. Saboteurs? ; NEW INFORMATION: A **shooting** in Mead that killed

NEW INFORMATION: A shooting in Mead that killed a man Saturday morning started when two men were trespassing on federal land, according to

4 News Now - October 2, 2023

NEW INFORMATION: A **shooting** in Mead that killed a man Saturday morning started when two men were trespassing on **federal** land, according to the **Spokane** County Sheriff's Office. <https://t.co/SMnDfHqxBo>

UPDATE: Regarding Shooting Investigation on E. Hawthorne Road <https://t.co/weU82aKnJu> #SCSO #SpokaneCounty #SpokaneValley #Spokane #CdA

SpokaneSheriffOffice - October 2, 2023

UPDATE: Regarding **Shooting** Investigation on E. **Hawthorne** Road <https://t.co/weU82aKnJu> #SCSO #SpokaneCounty #SpokaneValley #**Spokane** #CdA <https://t.co/QRxrUUvXzw>

A shooting at a federal substation in Spokane but no details of what happened <https://t.co/9YNlx2TXH1>

DZ - October 2, 2023

A **shooting** at a **federal** substation in **Spokane** but no details of what happened <https://t.co/9YNlx2TXH1>

One person dead, another injured after shooting in Mead

KREM 2 News - September 30, 2023

Hawthorne Road between Nevada Street and Parksmith Drive is currently closed as the **Spokane** County Sheriff's Office investigates.

RT@kxly4news: BREAKING: The Spokane County Sheriff's Office is responding to a shooting in Mead. E. Hawthorne Road is currently blocked

Elizabeth Rogers - September 30, 2023

RT @kxly4news: BREAKING: The **Spokane** County Sheriff's Office is responding to a **shooting** in Mead. E. **Hawthorne** Road is currently blocked near the North **Spokane** Corridor. <https://t.co/bhQhAYK4qk>

BREAKING:The Spokane County Sheriff's Office is responding to a shooting in Mead. E. Hawthorne Road is currently blocked near the North

4 News Now - September 30, 2023


BREAKING: The **Spokane** County Sheriff's Office is responding to a **shooting** in Mead. E. **Hawthorne** Road is currently blocked near the North **Spokane** Corridor. <https://t.co/bhQhAYK4qk>

SpokaneCounty Sheriff's Office responded to a shooting on East Hawthorne Road involving a security guard and two civilians.

KHQ Local News - September 30, 2023

Spokane County Sheriff's Office responded to a **shooting** on East **Hawthorne** Road involving a security guard and two civilians. <https://t.co/pw4d7omQ5Z>

RT@SpokaneSheriff: Major Crimes Detectives Investigate Shooting on E. Hawthorne
<https://t.co/weU82aKnJu> #SCSO #SpokaneCounty #SpokaneValley

Rania Kaur KXLY  - September 30, 2023

RT @SpokaneSheriff: Major Crimes Detectives Investigate **Shooting** on E. **Hawthorne** <https://t.co/weU82aKnJu>
#SCSO #SpokaneCounty #SpokaneValley #CdA #**Spokane** <https://t.co/4oLRCzk5G7>

MajorCrimes Detectives Investigate Shooting on E. Hawthorne <https://t.co/weU82aKnJu> #SCSO
#SpokaneCounty #SpokaneValley #CdA #Spokane

SpokaneSheriffOffice - September 30, 2023

Major Crimes Detectives Investigate **Shooting** on E. **Hawthorne** <https://t.co/weU82aKnJu> #SCSO #SpokaneCounty
#SpokaneValley #CdA #**Spokane** <https://t.co/4oLRCzk5G7>

SpokaneCounty Sheriff's Office investigating shooting near Hawthorne Road <https://t.co/lb0PefK2dp>

KREM 2 NEWS - September 30, 2023

Spokane County Sheriff's Office investigating **shooting** near **Hawthorne** Road <https://t.co/lb0PefK2dp>

#BREAKINGPolice have Hawthorne road blocked in North Spokane due to reports of a shooting
@KREM2 <https://t.co/5SMUf4r5zs>

Nathan Hyun - September 30, 2023

#BREAKING Police have **Hawthorne** road blocked in North **Spokane** due to reports of a **shooting** @KREM2
<https://t.co/5SMUf4r5zs>

Meltwater- 456 California St. Floor 11, San Francisco, California 94104 USA

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"http://link.newsletter.meltwater.com/wf/open?upn=FvaoUkGB5xIJLEMJNh7obbYT-
2Fx6Q7qodA3G7x35Gk6gHQobwMPsT4D3k8TAi1RVYh4niZcS-
2BwMpfb26VmNqScGGZTJOr75q2nFbacn0K2axQlcyS82u-
2BBV6SxctZSlyYB4HYcnfYpzz0WU5K86MEVEtbOKxUJdQ0xylynp5WyXUFPB25beVXZMnllh
hE6ItNEPucOArIFTgdGY-2B4bwkf7Cv5iBldL-2FhEwJBbJfhDQ2J-
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2FVBSpi19b6XAu8NpkYCq

From: Habibi,Maryam A (BPA) - DKP-7
Sent: Wed Oct 04 11:14:27 2023
To: Wingert,Kevin M (BPA) - DKP-7; Johnson,G Douglas (BPA) - DK-7; Quinata,Nicholas Y (BPA) - DKP-7
Cc: Turner,Kristel L (BPA) - DKP-7; Lemon,Sierra V (BPA) - DKP-7
Subject: RE: REPORT on BPA Fatal Shooting Near BPA Substation in Spokane Media Report
Importance: Normal
Attachments: image001.png; image002.jpg; image003.jpg; image004.jpg; image005.jpg; image006.jpg; image007.jpg

Great!

Maryam Habibi
Manager | Media Relations, Policy Communications and Writing
[Bonneville Power Administration](#)
P 503-230-4413 | C (b) (6)

From: Wingert,Kevin M (BPA) - DKP-7 <kwingert@bpa.gov>
Sent: Wednesday, October 4, 2023 10:06 AM
To: Johnson,G Douglas (BPA) - DK-7 <gdjohnson@bpa.gov>; Quinata,Nicholas Y (BPA) - DKP-7 <nyquinata@bpa.gov>; Habibi,Maryam A (BPA) - DKP-7 <maasgharian@bpa.gov>
Cc: Turner,Kristel L (BPA) - DKP-7 <kltturner@bpa.gov>; Lemon,Sierra V (BPA) - DKP-7 <svlemon@bpa.gov>
Subject: RE: REPORT on BPA Fatal Shooting Near BPA Substation in Spokane Media Report

Agreed. We can include something to the effect of broadcast clips often run more than once, depending on the individual outlet's news cycle.

Sent from Workspace ONE Boxer

On Oct 4, 2023 9:36 AM, "Habibi,Maryam A (BPA) - DKP-7" <maasgharian@bpa.gov> wrote:
It's interesting to see the full scale of coverage, but after the initial report we distribute, maybe we could drop off some or all of the duplicates. If something is getting significant shares, etc., maybe we add a note about that in the summary text.

Maryam Habibi
Manager | Media Relations, Policy Communications and Writing
[Bonneville Power Administration](#)
P 503-230-4413 | C (b) (6)

From: Wingert,Kevin M (BPA) - DKP-7 <kwingert@bpa.gov>
Sent: Tuesday, October 3, 2023 3:14 PM
To: Habibi,Maryam A (BPA) - DKP-7 <maasgharian@bpa.gov>; Johnson,G Douglas (BPA) - DK-7 <gdjohnson@bpa.gov>; Quinata,Nicholas Y (BPA) - DKP-7 <nyquinata@bpa.gov>
Cc: Turner,Kristel L (BPA) - DKP-7 <kltturner@bpa.gov>; Lemon,Sierra V (BPA) - DKP-7 <svlemon@bpa.gov>
Subject: REPORT on BPA Fatal Shooting Near BPA Substation in Spokane Media Report

Here's what I put together using the following Boolean logic. Any edits welcome to the Boolean and/or the summary text with the report:



2023 Fatal Shooting Near BPA Facility in Spo... ▾

Save ▾

("Spokane" AND "shooting" AND ("Hawthorne" OR "Bonneville Power" OR "BPA" OR "fe

[Supported operators](#)

Filter set ▾

Source type ▾

Language ▾

Location ▾

Keyword ▾

Sentiment ▾

Very Respectfully,

Kevin Wingert

Communications | Media Relations | Policy

[Bonneville Power Administration](#)

[bpa.gov](#) | P 503-230-4140 | C (b) (6)



From: Meltwater Newsletters <newsletters@meltwater.com>

Sent: Tuesday, October 3, 2023 3:07 PM

To: Wingert, Kevin M (BPA) - DKP-7 <kwingert@bpa.gov>

Subject: [EXTERNAL] BPA Fatal Shooting Near BPA Substation in Spokane Media Report

bpa logo

Broadcast

Online
Social Media

This special report is produced to cover media related to a shooting that occurred near a BPA facility in Spokane, Wash., on Sept. 30, and involved a member of BPA's contract security force.

PLEASE NOTE: Broadcast returns may be labeled as "Good Morning America" or "Late Night Show" but

actually reference either local newscasts adjacent to those shows or embedded within them. They do not reflect national broadcasts.

Duplicate returns, particularly within the Broadcast category, are intended to show the number of times the story is appearing within local news cycles (i.e. 5 p.m, 6 p.m., 10 p.m., etc.).

Broadcast

Good Morning America

KXLY (ABC) - October 3, 2023

the building. The fire was contained... And the cause is under investigation. The **spokane** county sheriff's office says the **shooting** in mead that killed a man saturday started when two men were trespassing on **federal** land. Accord

Good Morning America

KXLY (ABC) - October 3, 2023

the **spokane** county sheriffs the **spokane** the **spokane** county sheriff's office says the **shooting** in mead that killed a man started when two men were trespassing on **federal** land. According to the sheriff's office.

CBS Mornings

KREM (CBS) - October 3, 2023

you're clicking on. Number three new details into a **shooting** me that killed one man and left another hurt. The **spokane** county sheriff's office says a security guard approached the men for trespassing on federal land near **bonneville p**

4 News Now Good Morning Northwest at 6:30

KXLY (ABC) - October 3, 2023

of retail stores. **Spokane** police say the surge in thefts has triggered an increase of patrols in the area -- and in even parking lots. **Spokane** police say arrests in the northwood district are up 56-percent this year the **spokane**

UP WITH KREM

KREM (CBS) - October 3, 2023

the man who shot a **spokane** police officer in a drive by **shooting** last June has pleaded guilty to attempted murder and 12 other charges. Court documents show last June Ray Wynkoop ambushed **spokane** police driving on Garland **sh**

UP WITH KREM

KREM (CBS) - October 3, 2023

will euthanize dogs deemed too dangerous to adopt the city of **spokane** thanks them for their brave in showing people their pets and belongings who safely moved to the evacuation shelter and **spokane** excuse me. Several **spokane** trans

UP WITH KREM

KREM (CBS) - October 3, 2023

you are clicking on number three right now. New details into a **shooting** in me that killed one man and left another hurt. The county sheriff's office says a security guard approached the men for trespassing on **federal** land near Bonanza adminis

UP WITH KREM

KREM (CBS) - October 3, 2023

a man killed in a **shooting** in northeast **spokane** month. The **spokane** county medical examiner reports 32 year old devin rowden was shot and killed. **Spokane** police arrested 19 year old abraham alvarez charged him with rodin

UP WITH KREM

KREM (CBS) - October 3, 2023

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UP WITH KREM

KREM (CBS) - October 2, 2023

. >> Our big story morning an investigation in north **spokane** county. A security guard shot two people killing one in mead over the weekend. The **spokane** county sheriff's office says this happened on the 2400 block of east **hawthorne**</e<>

UP WITH KREM

KREM (CBS) - October 2, 2023

. Our big story this morning an investigation in north **spokane** county a security guard shot two people killing one in mead over the weekend. The **spokane** county sheriff's office says this happened on the 2400 block of east **hawthorne**</<>

Wake Up NonStop Local

KHQ (NBC) - October 3, 2023

that the two men shot, one fatally, in mead over the weekend, stems from trespassing. **Spokane** sheriff's deputies say the men were trespassing at the **bonneville power** administration, when a security guard intervened. An argument ensued, w

Wake Up NonStop Local

KHQ (NBC) - October 3, 2023

information now... On a deadly **shooting** over the weekend near mead. **Spokane** county sheriff's deputies tell us one man was hurt and another was killed... After a security guard confronted two men that he believed were trespassing. This h

Wake Up NonStop Local

KHQ (NBC) - October 2, 2023

article on nonstoplocal dot com. One person is dead and another is in the hosptial after being shot by a security guard in north **spokane**. It happened near **hawthorne** and nevada about 11:30 saturday morning. Sheriff's deputies say a securi

Wake Up NonStop Local

KHQ (NBC) - September 29, 2023

charges in a road rage **shooting** in **spokane** county last summer. Treven lewis pled guilty to first- degree manslaughter and illegally owning a gun for **shooting** and killing 34- year-old david knoepfle ka-niffley . It happened on i-

Wake Up NonStop Local

KHQ (NBC) - September 28, 2023

The white house is mandating **federal** agencies to take action in restoring salmon populations to the columbia and snake rivers. The president signed a memorandum yesterday, telling the government to honor its treaty obligations with northwest trib

4 News Now Good Morning Northwest at 6

KXLY (ABC) - October 3, 2023

this year. The **spokane** county sheriff's office says the **shooting** in mead that killed a man started when two men were trespassing on federal land. The sheriff's office says the two men were trespassing on federal land that belongs to the

4 News Now Good Morning Northwest at 5

KXLY (ABC) - October 3, 2023

this year. The **spokane** county sheriff's office says the **shooting** in mead that killed a man started when two men were trespassing on federal land. The sheriff's office says the two men were trespassing on federal land that belongs to the

Late Night With Seth Meyers

KHQ (NBC) - October 3, 2023

Or similar laws in other jurisdictions. With **spokane** valley passing a very similar ordinance this spring... Kinnear says... These measures are necessary... To make sure illegal parlors who were operating in **spokane** valley... Don't migrate

Local News @ 5:00 from 23:11 to -01:16 in US/Pacific

NBC 6 (Spokane, WA) - October 2, 2023

OPEN, AFTER BEING CLOSED FOR 3 HOURS. **SPOKANE** COUNTY SHERIFF'S DEPUTIES TELL US ONE MAN WAS HURT AND ANOTHER WAS KILLED... AFTER A DISAGREEMENT TURNED DEADLY IN MEAD OVER THE WEEKEND. DEPUTIES SAY 2 MEN WERE TRESPASSING AT THE **BONNEVILLE POWER**

4 News Now Nightside

KXLY (ABC) - October 2, 2023

year. The Spokane County Sheriff's Office says the **shooting** in Mead that left one man dead started when two men were trespassing on federal land. The Sheriff's Office says the two men were trespassing on the **bonneville power** administration in north **spo**

FOX 28 News First at 10

KAYU (FOX) - October 2, 2023

open, after being closed for 3 hours. **Spokane** County Sheriff's deputies tell us one man was hurt and another was killed... After a disagreement turned deadly in Mead over the weekend. Deputies say 2 men were trespassing at the **bonneville power**

FOX 28 News First at 10

KAYU (FOX) - September 30, 2023

, we will likely see a dry and warm pattern developing over the region. Two separate shootings in **spokane** county ... Leaves one person dead ... And another in the hospital. The latest ... Happening near **hawthorne** and nevada. This was the

Nonstop Local News @ 6pm

KHQ (NBC) - October 2, 2023

information now... On a deadly **shooting** over the weekend near mead. **Spokane** county sheriff's deputies tell us one man was hurt and another was killed... After a security guard confronted two men that he believed were trespassing. This h

KREM 2 News at 6

KREM (CBS) - October 2, 2023

guard. Crime too. Shannon moody has been working to more information on what led up to the **shooting**. >> Well, tonight we know that the **spokane** county sheriff's office is investigating the **shooting**. But what we have learned from

KREM 2 News at 6

KREM (CBS) - October 1, 2023

spokane sheriff's office is still investigating the deadly **shooting** in mead. >> This happened after 11 yesterday morning when deputies responded to a call about a security guard and two other people fighting in the area of east **hawthorne** r

KREM 2 News at 6

KREM (CBS) - September 30, 2023

a developing story. The **spokane** county sheriff's office is investigating a **shooting** on **hawthorne** road in may tonight. That **shooting** left one person dead and another injured. Crime news nathan yon brings us the very late

Nonstop Local News @ 5pm

KHQ (NBC) - October 2, 2023

I also spoke with **spokane** city council member michael cathcart and he told me the council plans to discuss this incident at their study session this coming thursday. Reporting in **spokane**... I'm steffi roche, nonstop local. One week ago t

KREM 2 News at 5

KREM (CBS) - October 2, 2023

led up to this incident. So shannon, what have you learned so far today? Well, tonight we know that the **spokane** county sheriff's office is still investigating the **shooting**. But what we have learned from the sheriff's office is that witne

KREM 2 News at 5

KREM (CBS) - October 1, 2023

coverage. Tonight the **spokane** county sheriff's office still investigating a deadly **shooting** in meade. >> This just just after 11:00 yesterday morning when deputies responded to a call about a security guard and two other people fighting

KREM 2 News at 5

KREM (CBS) - September 30, 2023

your saturday. >> I'm cody prompter. We start tonight with a developing story. The **spokane** county sheriff's office is investigating a **shooting** on **hawthorne** road in the two night that **shooting** left one person dead and an

Local News @ 4

KNDO (NBC) - October 2, 2023

new information... On a deadly **shooting** over the weekend near mead. **Spokane** county sheriff's deputies tell us 1 man was hurt and another was killed... After a disagreement turned deadly. Deputies say 2 men were trespassing at the **bon**

Nonstop Local News @ 4pm

KHQ (NBC) - October 2, 2023

new information... On a deadly **shooting** over the weekend near mead. **Spokane** county sheriff's deputies tell us 1 man was hurt and another was killed... After a disagreement turned deadly. Deputies say 2 men were trespassing at the **bon**

KREM 2 News @ 4

KREM (CBS) - October 2, 2023

canadian park will also now be closed until at least november 30th. Tonight we have new date details into a **shooting** in meade that killed one man and left another injured. The **spokane** county she's nosays the two men may hav been fighting

KREM 2 News at Noon

KREM (CBS) - October 2, 2023

butterfly initially went up. Was introduced here to **spokane** 1974 for the world's fair expo but for now reporting at riverfront park, brandon t jones continues, we do have a developing story for you coming out of north **spokane** county. Dep

Good Day

KFFX (FOX) - October 2, 2023

. That's 509-574-2567 one person is dead and another is in the hospital after being shot by a security guard in north **spokane**. It happened near **hawthorne** and nevada about 11:30 saturday morning. Sheriff's deputies say a security guard go

Good Day

KAYU (FOX) - October 2, 2023

screen. That's 509-574-2567 one person is dead and another is in the hospital after being shot by a security guard in north

From: Peterson, Melissa J (BPA) - NSSF-4400-2
Sent: Wednesday, October 4, 2023 1:09 PM
To: Laylo, Sarah M (BPA) - NS-4400-LL; Bell, Kevin (BPA) - LG-7
Cc: Reiter, Anthony J (BPA) - NNT-MODD; Arthurs, Neil E (BPA) - NNT-MODD
Subject: RE: Video Footage and Guard Contract

Yes, this may be distributed.

Melissa J. Peterson

Team Lead | Contracting Officer (NSSF) | Corporate & Infrastructure | Facilities | Technology Team

Secretary: Military Veterans Resource Group (MVRG)

Recorder: Pluralism Council (PC)

[BONNEVILLE POWER ADMINISTRATION](#) | [U.S. DOE](#)

[bpa.gov](#) | P 360.949.3952 | C (b) (6) | E mjpeterson@bpa.gov

INTEGRITY | KINDNESS | ENTHUSIASM | CONSISTENCY | FUN

From: Laylo, Sarah M (BPA) - NS-4400-LL <smlaylo@bpa.gov>
Sent: Wednesday, October 4, 2023 1:08 PM
To: Peterson, Melissa J (BPA) - NSSF-4400-2 <mjpeterson@bpa.gov>; Bell, Kevin (BPA) - LG-7 <wkbell@bpa.gov>
Cc: Reiter, Anthony J (BPA) - NNT-MODD <ajreiter@bpa.gov>; Arthurs, Neil E (BPA) - NNT-MODD <nearthurs@bpa.gov>
Subject: RE: Video Footage and Guard Contract

Thanks Melissa!

So this is ok to provide to the IG, who can also provide this to the Sheriff's office?

Sarah Laylo

Chief Security and Continuity Officer

[BONNEVILLE POWER ADMINISTRATION](#)

[bpa.gov](#) | C (b) (6)



From: Peterson, Melissa J (BPA) - NSSF-4400-2 <mjpeterson@bpa.gov>
Sent: Wednesday, October 4, 2023 1:03 PM
To: Laylo, Sarah M (BPA) - NS-4400-LL <smlaylo@bpa.gov>; Bell, Kevin (BPA) - LG-7 <wkbell@bpa.gov>
Cc: Reiter, Anthony J (BPA) - NNT-MODD <ajreiter@bpa.gov>; Arthurs, Neil E (BPA) - NNT-MODD <nearthurs@bpa.gov>
Subject: RE: Video Footage and Guard Contract

Afternoon,

Attached is a copy of the contract (Modification 015), I have redacted all vendor labor rates. Please let me know if anything additional is needed.

Melissa J. Peterson

Team Lead | Contracting Officer (NSSF) | Corporate & Infrastructure | Facilities | Technology Team

Secretary: Military Veterans Resource Group (MVRG)

Recorder: Pluralism Council (PC)

From: Laylo, Sarah M (BPA) - NS-4400-LL <smlaylo@bpa.gov>
Sent: Wednesday, October 4, 2023 11:27 AM
To: Peterson, Melissa J (BPA) - NSSF-4400-2 <mjpeterson@bpa.gov>; Bell, Kevin (BPA) - LG-7 <wkbell@bpa.gov>
Cc: Reiter, Anthony J (BPA) - NNT-MODD <ajreiter@bpa.gov>; Arthurs, Neil E (BPA) - NNT-MODD <nearthurs@bpa.gov>
Subject: RE: Video Footage and Guard Contract

Hi Melissa and Kevin!

I just wanted to see if OGC has had a chance to provide guidance on what we need to do in order to provide a copy of the contract to DOE IG and to SCSO. I do need to close the loop with them sooner rather than later. Also, just FYI, our IG contact let us know that a version of the contract from 2021 is posted on our website (due to a FOIA request). It is redacted. I don't know if that changes anything, but I imagine that there will be interest in that document due to the circumstances.

V/R,
Sarah

Sarah Laylo
Chief Security and Continuity Officer
BONNEVILLE POWER ADMINISTRATION
bpa.gov | C (b) (6)


From: Peterson, Melissa J (BPA) - NSSF-4400-2 <mjpeterson@bpa.gov>
Sent: Tuesday, October 3, 2023 7:57 AM
To: Laylo, Sarah M (BPA) - NS-4400-LL <smlaylo@bpa.gov>; Bell, Kevin (BPA) - LG-7 <wkbell@bpa.gov>
Cc: Reiter, Anthony J (BPA) - NNT-MODD <ajreiter@bpa.gov>
Subject: RE: Video Footage and Guard Contract

Good morning Sarah,

I am hesitant to provide a 3rd party a copy of the contract without review and guidance from legal. Nondisclosure during contract performance(17-22) is present in this contract. Since the request is not through FOIA, I am hoping legal can provide more guidance of any required redactions, prior to issuance.

Melissa J. Peterson
Team Lead | Contracting Officer (NSSF) | Corporate & Infrastructure | Facilities | Technology Team
Secretary: Military Veterans Resource Group (MVRG)
Recorder: Pluralism Council (PC)
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INTEGRITY | KINDNESS | ENTHUSIASM | CONSISTENCY | FUN

From: Laylo, Sarah M (BPA) - NS-4400-LL <smlaylo@bpa.gov>
Sent: Monday, October 2, 2023 4:16 PM
To: Peterson, Melissa J (BPA) - NSSF-4400-2 <mjpeterson@bpa.gov>; Bell, Kevin (BPA) - LG-7 <wkbell@bpa.gov>
Cc: Reiter, Anthony J (BPA) - NNT-MODD <ajreiter@bpa.gov>
Subject: RE: Video Footage and Guard Contract

Hey all!

I talked with the detective from the sheriff's office (the one who needs the contract). He just needs to have it for the file to document that InterCon was contracted by BPA.

V/R,

Sarah

Sarah Laylo

Chief Security and Continuity Officer

BONNEVILLE POWER ADMINISTRATION

bpa.gov | C (b) (6)



From: Peterson, Melissa J (BPA) - NSSF-4400-2 <mjpeterson@bpa.gov>

Sent: Monday, October 2, 2023 2:09 PM

To: Bell, Kevin (BPA) - LG-7 <wkbell@bpa.gov>; Laylo, Sarah M (BPA) - NS-4400-LL <smlaylo@bpa.gov>

Cc: Reiter, Anthony J (BPA) - NNT-MODD <ajreiter@bpa.gov>

Subject: Video Footage and Guard Contract

Good afternoon Kevin/Sarah,

Below indicates that the contract would require redaction prior to being sent to DOE. I am curious as to what information would require redaction (*labor rate?*). Attached is the most current version of the contract. DOE indicates they require a non-redacted version. . . any assistance is appreciated.

Melissa J. Peterson

Team Lead | Contracting Officer (NSSF) | Corporate & Infrastructure | Facilities | Technology Team

Secretary: Military Veterans Resource Group (MVRG)

Recorder: Pluralism Council (PC)

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bpa.gov | P 360.949.3952 | C (b) (6) | E mjpeterson@bpa.gov

INTEGRITY | KINDNESS | ENTHUSIASM | CONSISTENCY | FUN

From: (b) (6) E <(b) (6)@rl.doe.gov>

Sent: Monday, October 2, 2023 1:58 PM

To: West, Kevin L (BPA) - NNT-MEAD <klwest@bpa.gov>; Reiter, Anthony J (BPA) - NNT-MODD <ajreiter@bpa.gov>;

Peterson, Melissa J (BPA) - NSSF-4400-2 <mjpeterson@bpa.gov>

Subject: [EXTERNAL] RE: [EXTERNAL] Video Footage and Guard Contract

Kevin,

Thanks for the info. I've met Anthony and Melissa from our travels to the west side. Good to work with you both again! Regarding the contracts, post orders etc., my agency will need those unredacted. We completely understand the need for sensitivity for the version that needs to be released to Spokane CO SO. If you send me both versions, I will ensure the lead detective gets Kevin Bell's redacted version.

(b) (6)

From: West, Kevin L (BPA) - NNT-MEAD <klwest@bpa.gov>

Sent: Monday, October 2, 2023 1:34 PM

To: (b) (6) E <(b) (6)@rl.doe.gov>; Reiter, Anthony J (BPA) - NNT-MODD <ajreiter@bpa.gov>;

Peterson, Melissa J (BPA) - NSSF-4400-2 <mjpeterson@bpa.gov>

Subject: [EXTERNAL] Video Footage and Guard Contract

Importance: High

(b) (6)

I obtained some thumb drives; our officers will download all available video footage capturing the event as well as the event that led up to the shooting. Once I have that information ready, we can send one to Spokane County and one over to you.

Additionally, I am introducing you to Anthony Reiter, the COR for the guard contract and Melissa Peterson, the CO for the guard contract. Regarding getting a copy of the InterCon Contract and Post Orders for Munro, I will have to send you over to Anthony and Melissa. Our Chief of Security, Sarah Laylo stated she contacted Legal, Kevin Bell, and they concluded there would need to be some redaction of proprietary information.

Melissa and Anthony, at your convenience could you please reach out to (b) (6)? I am attaching his contact information below.

(b) (6)

Special Agent

United States Department of Energy
Office of Inspector General
Office of Investigations
Western Field Office, Region 6 (Richland)
1838 Terminal Drive
Richland, WA 99354

(b) (6)

Kevin L West
Physical Security Specialist
U.S. Dept. of Energy, Bonneville Power Administration
Office: 509-822-4542
Cell: (b) (6)
E-mail: klwest@bpa.gov

This message originated from an external sender. Use caution when clicking on links or opening attachments.

From: Wingert, Kevin M (BPA) - DKP-7
Sent: Wednesday, October 4, 2023 1:11 PM
To: garretc@spokesman.com
Subject: Fatal shooting near Hawthorne on Sept. 30

Garret,

Thank you for the phone call. Here is the statement that you can attribute to me as a spokesperson or to BPA per your attribution policy:

The Bonneville Power Administration is aware of the incident occurring adjacent to a BPA facility on Sept. 30 in Spokane, Washington, that involved a member of our contracted security force. We take very seriously the tragic loss of life and are fully cooperating with the Spokane County Sheriff's Office, which is leading the investigation. Please direct future inquiries to Corporal Mark Gregory, 509-477-3287.

Very Respectfully,

Kevin Wingert

Communications | Media Relations | Policy

BONNEVILLE POWER ADMINISTRATION

bpa.gov | P 503-230-4140 | C (b) (6)



From: Wingert, Kevin M (BPA) - DKP-7
Sent: Wednesday, October 4, 2023 1:43 PM
To: Garrett Cabeza
Subject: RE: [EXTERNAL] Re: BPA statement re: Fatal shooting near Hawthorne on Sept. 30

My pleasure, Garrett.

Very Respectfully,

Kevin Wingert

Communications | Media Relations | Policy

BONNEVILLE POWER ADMINISTRATION

bpa.gov | P 503-230-4140 | C (b) (6)



From: Garrett Cabeza (b) (6) @spokesman.com>
Sent: Wednesday, October 4, 2023 1:31 PM
To: Wingert, Kevin M (BPA) - DKP-7 <kwingert@bpa.gov>
Subject: [EXTERNAL] Re: BPA statement re: Fatal shooting near Hawthorne on Sept. 30

I got it. Thanks Kevin.

Garrett

From: Wingert, Kevin M (BPA) - DKP-7 <kwingert@bpa.gov>
Sent: Wednesday, October 4, 2023 1:13 PM
To: Garrett Cabeza (b) (6) @spokesman.com>
Subject: BPA statement re: Fatal shooting near Hawthorne on Sept. 30

Caution: message is from an external organization. Verify the sender. Do not open unexpected attachments or links.

Garrett,

Thank you for the phone call. Here is the statement that you can attribute to me as a spokesperson or to BPA per your attribution policy:

The Bonneville Power Administration is aware of the incident occurring adjacent to a BPA facility on Sept. 30 in Spokane, Washington, that involved a member of our contracted security force. We take very seriously the tragic loss of life and are fully cooperating with the Spokane County Sheriff's Office, which is leading the investigation. Please direct future inquiries to Corporal Mark Gregory, 509-477-3287.

Very Respectfully,

Kevin Wingert



From: Baskerville, Sonya L (BPA) - AI-WASH
Sent: Wednesday, October 4, 2023 1:45 PM
To: Lahti, John A (BPA) - TF-DITT-2; Johnson, G Douglas (BPA) - DK-7; Mautner, Paul F (BPA) - LG-7; Arthurs, Neil E (BPA) - NNT-MODD; Wingert, Kevin M (BPA) - DKP-7; Scruggs, Joel L (BPA) - DK-7; Habibi, Maryam A (BPA) - DKP-7; Laylo, Sarah M (BPA) - NS-4400-LL; Clark, Noah D (BPA) - NNT-1
Cc: Turner, Kristel L (BPA) - DKP-7
Subject: RE: [EXTERNAL] RE: BPA Statement

I agree we should not address that in media, but I would think we would explore immediate action as necessary to preclude this trespassing. Thanks.

Sonya Baskerville
BPA Intergovernmental Affairs and National Relations
(b) (6) m

On Oct 4, 2023 4:36 PM, "Wingert, Kevin M (BPA) - DKP-7" <kwingert@bpa.gov> wrote:
Great points, Sarah. I believe, given our current DOE IG guidance, we're sticking with the statement until the investigation is over.

Post investigation, though, we've talked within DKP about the need to explore this issue more in depth and engage in some follow up education – likely both internally and externally. I know our stance is no trespassing – not now, not never, and never before. I'd like to make sure that we true that statement up with the DM – otherwise we may have a disconnect with the community if they have experienced – or think they've experienced – differently in the past.

Very Respectfully,

Kevin Wingert

Communications | Media Relations | Policy

BONNEVILLE POWER ADMINISTRATION

bpa.gov | P 503-230-4140 | C (b) (6)



From: Laylo, Sarah M (BPA) - NS-4400-LL <smlaylo@bpa.gov>
Sent: Wednesday, October 4, 2023 1:22 PM
To: Wingert, Kevin M (BPA) - DKP-7 <kwingert@bpa.gov>; Johnson, G Douglas (BPA) - DK-7 <gdjohnson@bpa.gov>; Scruggs, Joel L (BPA) - DK-7 <jlscruggs@bpa.gov>; Habibi, Maryam A (BPA) - DKP-7 <maasgharian@bpa.gov>; Clark, Noah D (BPA) - NNT-1 <NDClark@bpa.gov>; Lahti, John A (BPA) - TF-DITT-2 <jalahti@bpa.gov>; Mautner, Paul F (BPA) - LG-7 <pfmautner@bpa.gov>; Arthurs, Neil E (BPA) - NNT-MODD <nearthurs@bpa.gov>
Cc: Turner, Kristel L (BPA) - DKP-7 <kltturner@bpa.gov>; Baskerville, Sonya L (BPA) - AI-WASH <slbaskerville@bpa.gov>
Subject: RE: [EXTERNAL] RE: BPA Statement

Thanks Kevin!

I have been reading the various news articles – in particular the one from KREM. There is an interview with a friend of the deceased where the person says that people ride back on our property all the time. I want to make sure that if we are asked about we have something to say. Not sure if we have to wait due to the ongoing investigation, but I want it to

be clear that trespassing on federal property is not allowed, it's never allowed, and we do not turn a blind eye to it or condone it in any way.

Not sure the best way to convey this, but I'd like for us to be ready...

Thanks!

Sarah

Sarah Laylo

Chief Security and Continuity Officer

BONNEVILLE POWER ADMINISTRATION

bpa.gov | C (b) (6)



From: Wingert, Kevin M (BPA) - DKP-7 <kwingert@bpa.gov>

Sent: Wednesday, October 4, 2023 1:18 PM

To: Johnson, G Douglas (BPA) - DK-7 <gdjohnson@bpa.gov>; Scruggs, Joel L (BPA) - DK-7 <jlsruggs@bpa.gov>; Habibi, Maryam A (BPA) - DKP-7 <maasgharian@bpa.gov>; Laylo, Sarah M (BPA) - NS-4400-LL <smlaylo@bpa.gov>; Clark, Noah D (BPA) - NNT-1 <NDClark@bpa.gov>; Lahti, John A (BPA) - TF-DITT-2 <jalahti@bpa.gov>; Mautner, Paul F (BPA) - LG-7 <pfmautner@bpa.gov>

Cc: Turner, Kristel L (BPA) - DKP-7 <klturner@bpa.gov>; Baskerville, Sonya L (BPA) - AI-WASH <slbaskerville@bpa.gov>

Subject: RE: [EXTERNAL] RE: BPA Statement

As a follow up, I provided the below media statement (highlighted) to Garrett Cabeza of The Spokesman-Review following a phone call from him a few minutes ago.

Very Respectfully,

Kevin Wingert

Communications | Media Relations | Policy

BONNEVILLE POWER ADMINISTRATION

bpa.gov | P 503-230-4140 | C (b) (6)



From: Johnson, G Douglas (BPA) - DK-7 <gdjohnson@bpa.gov>

Sent: Tuesday, October 3, 2023 5:03 PM

To: Scruggs, Joel L (BPA) - DK-7 <jlsruggs@bpa.gov>; Habibi, Maryam A (BPA) - DKP-7 <maasgharian@bpa.gov>; Wingert, Kevin M (BPA) - DKP-7 <kwingert@bpa.gov>; Laylo, Sarah M (BPA) - NS-4400-LL <smlaylo@bpa.gov>; Clark, Noah D (BPA) - NNT-1 <NDClark@bpa.gov>; Lahti, John A (BPA) - TF-DITT-2 <jalahti@bpa.gov>; Mautner, Paul F (BPA) - LG-7 <pfmautner@bpa.gov>

Cc: Turner, Kristel L (BPA) - DKP-7 <klturner@bpa.gov>; Baskerville, Sonya L (BPA) - AI-WASH <slbaskerville@bpa.gov>

Subject: FW: [EXTERNAL] RE: BPA Statement

Was able to connect with Corporal Gregory. Great guy. He has all of this under control. He agreed that acknowledging the loss of life was OK. The statement in the forwarded email is what we'll go with until the investigation is done. Please let me know if you need anything else.

I told Sarah we should draft a few sentences for John's Friday message. Here is what I recommend:

Some of you may be aware that there was a security incident on Saturday, Sept. 30 near BPA's Bell Substation that involved an altercation between a contract security guard and two subjects. The two subjects were shot – one pronounced dead at the scene and the other injured and transported to the hospital. We take seriously the tragic loss of life and are fully cooperating with the Spokane County Sheriff's Office, which is leading the investigation. We are not commenting on any other aspects of the incident until the investigation is complete.

Please provide any edits you see fit to the info above. Thanks.

From: Johnson,G Douglas (BPA) - DK-7
Sent: Tuesday, October 3, 2023 4:34 PM
To: King, Shannon (b) (6) @KREM.com>
Subject: RE: [EXTERNAL] RE: BPA Statement

We'd prefer not to release the name of the security firm until the investigation is complete. Please use this statement:

The Bonneville Power Administration is aware of the incident occurring adjacent to a BPA facility on Sept. 30 in Spokane, Washington, that involved a member of our contracted security force. We take very seriously the tragic loss of life and are fully cooperating with the Spokane County Sheriff's Office, which is leading the investigation. Please direct future inquiries to Corporal Mark Gregory, 509-477-3287.

From: King, Shannon (b) (6) @KREM.com>
Sent: Tuesday, October 3, 2023 11:13 AM
To: Johnson,G Douglas (BPA) - DK-7 <gdjohnson@bpa.gov>
Subject: [EXTERNAL] RE: BPA Statement

Doug,

Thanks for this.

Can you identify the security firm that I'm assuming is contracted out through Bonneville at the Mead facility?
And is there any surveillance or security video of this incident Bonneville can share?

Thank you,

Shannon Moudy
Multiskilled Journalist
(b) (6) @krem.com
C: (b) (6)

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KSKN22
THE SPOT

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From: Johnson,G Douglas (BPA) - DK-7 <gdjohnson@bpa.gov>
Sent: Tuesday, October 3, 2023 11:05 AM
To: King, Shannon (b) (6) @KREM.com>
Subject: BPA Statement

CAUTION - EXTERNAL EMAIL - Please use caution opening attachments and never share your password.
Send suspicious email to infosec@tegna.com.

Shannon,

Thanks for calling. The BPA statement on the shooting is below. I have also included a link to a recent release issued by the Sheriff's Department.

We are aware of the incident occurring adjacent to a BPA facility on Sept. 30 in Spokane, Wash., that involved a member of our contracted security force. We are actively cooperating with local law enforcement on this active investigation. Any further inquiries regarding this incident should be placed with local law enforcement.

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From: Arthurs,Neil E (BPA) - NNT-MODD
Sent: Wednesday, October 4, 2023 1:59 PM
To: Laylo,Sarah M (BPA) - NS-4400-LL
Subject: RE: [EXTERNAL] RE: BPA Statement

Well, if we get more challenges about trespassing on federal property, we can always show the media a bunch of Dana's pictures of the massive dumping ground the property became before we cracked down on the trespass issues.

I know we wouldn't, but that's what goes through my mind when these people feel they have unfettered rights to access government property.

From: Laylo,Sarah M (BPA) - NS-4400-LL <smlaylo@bpa.gov>
Sent: Wednesday, October 4, 2023 1:22 PM
To: Wingert,Kevin M (BPA) - DKP-7 <kwingert@bpa.gov>; Johnson,G Douglas (BPA) - DK-7 <gdjohnson@bpa.gov>; Scruggs,Joel L (BPA) - DK-7 <jlscruggs@bpa.gov>; Habibi,Maryam A (BPA) - DKP-7 <maasgharian@bpa.gov>; Clark,Noah D (BPA) - NNT-1 <NDClark@bpa.gov>; Lahti,John A (BPA) - TF-DITT-2 <jalahti@bpa.gov>; Mautner,Paul F (BPA) - LG-7 <pfmautner@bpa.gov>; Arthurs,Neil E (BPA) - NNT-MODD <nearthurs@bpa.gov>
Cc: Turner,Kristel L (BPA) - DKP-7 <klturner@bpa.gov>; Baskerville,Sonya L (BPA) - AI-WASH <slbaskerville@bpa.gov>
Subject: RE: [EXTERNAL] RE: BPA Statement

Thanks Kevin!

I have been reading the various news articles—in particular the one from KREM. There is an interview with a friend of the deceased where the person says that people ride back on our property all the time. I want to make sure that if we are asked about we have something to say. Not sure if we have to wait due to the ongoing investigation, but I want it to be clear that trespassing on federal property is not allowed, it's never allowed, and we do not turn a blind eye to it or condone it in any way.

Not sure the best way to convey this, but I'd like for us to be ready...

Thanks!
Sarah

Sarah Laylo

Chief Security and Continuity Officer

BONNEVILLE POWER ADMINISTRATION

bpa.gov | C (b) (6)



From: Wingert,Kevin M (BPA) - DKP-7 <kwingert@bpa.gov>
Sent: Wednesday, October 4, 2023 1:18 PM
To: Johnson,G Douglas (BPA) - DK-7 <gdjohnson@bpa.gov>; Scruggs,Joel L (BPA) - DK-7 <jlscruggs@bpa.gov>; Habibi,Maryam A (BPA) - DKP-7 <maasgharian@bpa.gov>; Laylo,Sarah M (BPA) - NS-4400-LL <smlaylo@bpa.gov>; Clark,Noah D (BPA) - NNT-1 <NDClark@bpa.gov>; Lahti,John A (BPA) - TF-DITT-2 <jalahti@bpa.gov>; Mautner,Paul F (BPA) - LG-7 <pfmautner@bpa.gov>
Cc: Turner,Kristel L (BPA) - DKP-7 <klturner@bpa.gov>; Baskerville,Sonya L (BPA) - AI-WASH <slbaskerville@bpa.gov>
Subject: RE: [EXTERNAL] RE: BPA Statement

As a follow up, I provided the below media statement (highlighted) to Garrett Cabeza of The Spokesman-Review following a phone call from him a few minutes ago.

Very Respectfully,

Kevin Wingert

Communications | Media Relations | Policy

BONNEVILLE POWER ADMINISTRATION

bpa.gov | P 503-230-4140 | C (b) (6)



From: Johnson,G Douglas (BPA) - DK-7 <gdjohnson@bpa.gov>

Sent: Tuesday, October 3, 2023 5:03 PM

To: Scruggs,Joel L (BPA) - DK-7 <jlsruggs@bpa.gov>; Habibi,Maryam A (BPA) - DKP-7 <maasgharian@bpa.gov>; Wingert,Kevin M (BPA) - DKP-7 <kwingert@bpa.gov>; Laylo,Sarah M (BPA) - NS-1100-LL <smlaylo@bpa.gov>; Clark,Noah D (BPA) - NNT-1 <NDClark@bpa.gov>; Lahti,John A (BPA) - TF-DITT-2 <jalahti@bpa.gov>; Mautner,Paul F (BPA) - LG-7 <pfmautner@bpa.gov>

Cc: Turner,Kristel L (BPA) - DKP-7 <klturner@bpa.gov>; Baskerville,Sonya L (BPA) - AI-WASH <slbaskerville@bpa.gov>

Subject: FW: [EXTERNAL] RE: BPA Statement

Was able to connect with Corporal Gregory. Great guy. He has all of this under control. He agreed that acknowledging the loss of life was OK. The statement in the forwarded email is what we'll go with until the investigation is done. Please let me know if you need anything else.

I told Sarah we should draft a few sentences for John's Friday message. Here is what I recommend:

Some of you may be aware that there was a security incident on Saturday, Sept. 30 near BPA's Bell Substation that involved an altercation between a contract security guard and two subjects. The two subjects were shot – one pronounced dead at the scene and the other injured and transported to the hospital. We take seriously the tragic loss of life and are fully cooperating with the Spokane County Sheriff's Office, which is leading the investigation. We are not commenting on any other aspects of the incident until the investigation is complete.

Please provide any edits you see fit to the info above. Thanks.

From: Johnson,G Douglas (BPA) - DK-7

Sent: Tuesday, October 3, 2023 4:34 PM

To: King, Shannon (b) (6) <shannon@krem.com>

Subject: RE: [EXTERNAL] RE: BPA Statement

We'd prefer not to release the name of the security firm until the investigation is complete. Please use this statement:

The Bonneville Power Administration is aware of the incident occurring adjacent to a BPA facility on Sept. 30 in Spokane, Washington, that involved a member of our contracted security force. We take very seriously the tragic loss of life and are fully cooperating with the Spokane County Sheriff's Office, which is leading the investigation. Please direct future inquiries to Corporal Mark Gregory, 509-477-3287.

From: King, Shannon (b) (6) <shannon@krem.com>

Sent: Tuesday, October 3, 2023 11:13 AM

To: Johnson,G Douglas (BPA) - DK-7 <gdjohnson@bpa.gov>
Subject: [EXTERNAL] RE: BPA Statement

Doug,

Thanks for this.

Can you identify the security firm that I'm assuming is contracted out through Bonneville at the Mead facility?
And is there any surveillance or security video of this incident Bonneville can share?

Thank you,

Shannon Moudy
Multiskilled Journalist
(b) (6) @krem.com
C: (b) (6)



KREM 2 strives to provide a workplace of inclusion and diversity. Our station does not tolerate discrimination. We cultivate a culture of growth as well as share a common goal of inclusion no matter the identity. We take each of our colleagues' unique and shared experiences and use them to make our workplace and community one for all.

From: Johnson,G Douglas (BPA) - DK-7 <gdjohnson@bpa.gov>
Sent: Tuesday, October 3, 2023 11:05 AM
To: King, Shannon (b) (6) @KREM.com>
Subject: BPA Statement

CAUTION - EXTERNAL EMAIL - Please use caution opening attachments and never share your password.
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Shannon,

Thanks for calling. The BPA statement on the shooting is below. I have also included a link to a recent release issued by the Sheriff's Department.

We are aware of the incident occurring adjacent to a BPA facility on Sept. 30 in Spokane, Wash., that involved a member of our contracted security force. We are actively cooperating with local law enforcement on this active investigation. Any further inquiries regarding this incident should be placed with local law enforcement.

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U.S. DEPARTMENT OF ENERGY
BONNEVILLE POWER ADMINISTRATION
AMENDMENT OF SOLICITATION/MODIFICATION OF
CONTRACT/ORDER

OMB

PAPERWORK REDUCTION ACT BURDEN DISCLOSURE STATEMENT

This data is used to amend a solicitation or modify a contract or order. This form will assist in ensuring all changes are applied appropriately. Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching for existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send any comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Office of the Chief Information Officer, Enterprise Policy Development & Implementation Office, IM-22, Paperwork Reduction Program (OMB) US Department of Energy, 1000 Independence Ave, SW, Washington, DC 20585-1290; and to the Office of Management & Budget (OMB), OIRA, Paperwork Reduction Project (OMB), Washington, DC 20503.

1. Solicitation/Contract/Order Number: BPA- ... - ... - 80004		2. Amendment/Modification Number: M - 015	
3. Effective Date: Block 15c	4. Requisition/Purchase Req Number (used for COOP event only):	5. Contract Specialist (Name, Phone, Email): Melissa Peterson, 360-619-6088, mjpeterson@bpa.gov.	

AMENDMENTS OF SOLICITATIONS

6. The above numbered solicitation is amended as set forth in Item 12. The hour and date specified for receipt of Offers,
☐ is extended to ☐ is not extended.

Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation. If a signature is requested in Item 11, acknowledge this amendment by completing Items 13 and 14 and returning the amendment with your proposal. Failure of your acknowledgment to be received at the place designated for the receipt of proposal prior to the hour and date specified may result in rejection of your proposal. If by virtue of this amendment you desire to change a proposal already submitted, such a change must be received prior to the due date and hour specified in the solicitation.

MODIFICATIONS OF CONTRACTS/ORDERS (Modifies the contract/order as described in item 12.)

CHECK ONE	7. This unilateral modification is issued pursuant to: (specify authority below). The changes set forth in item 12 are made in the Contract/Order in Item 1.
<input type="checkbox"/>	
<input type="checkbox"/>	8. The above numbered Contract/Order is modified to reflect the administrative changes (such as changes in paying office, spelling correction, etc.) set forth in item 12 pursuant to the authority of BPI Part 14.10.3(b)(1).
<input checked="" type="checkbox"/>	9. Bilateral/Other (specify authority): CHANGES (28-6) + OPTION TO EXTEND SERVICES (7-39)

10. Accounting and Appropriation Data (used for COOP event only):

IMPORTANT 11. Contractor ☐ is not, ☒ is required to sign this document and return via email to the Contract Specialist.

12. Description of Amendment/Modification (Attach additional documentation if needed and state SEE CONTINUATION SHEET.)

SEE CONTINUATION SHEET

Except as provided herein, all terms and conditions of the document referenced in Item 1 or 2 remain unchanged.

13. Company Name:

INTER-CON SECURITY SYSTEMS INC

14a. Name, Phone and Title of Signer: Neil Martau, 626-535-2234, Chief Administrative Officer		15a. Name of Contracting Officer: Melissa Peterson	
14b. Contractor/Offeror (b) (6) (Signature of person authorized to sign)	14c. Date Signed: 08/30/2023	15b. Signature of Contracting Officer (b) (6) By: (Signature of Contracting Officer)	15c. Date Signed: 08/30/2023

The purpose of this modification is to:

1. Increase funding for Line Item 4006 by (b) (4)
2. Pricing effective 10/01/2023 – 03/31/2024: CLINS 5002 – 5008.
3. Fixed price is increased by (b) (4)
4. Incorporate Memo-of-Understating-Collective Bargaining Agreement.
5. In accordance with BPI 7.9.8 this modification extends the period of performance through March 31, 2024;
6. This modification constitutes the total equitable adjustment for the changes described herein.
7. Conformed copy of contract attached herein.

//END//

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UNIT 1 — COMMERCIAL**CONTRACT-BASIC TERMS (28-1.1)****(MAR 2018)(BPI 28.3.4)**

- (a) This is a Firm Fixed Price (FFP) contract for eleven months with options to extend for four pre-priced one-year option periods. By signing the contract cover page, Bonneville and the Contractor agree, subject to the attached terms and conditions, the Contractor shall sell to Bonneville the services identified herein at the prices set forth in the Schedule of Pricing.
- (b) This contract shall become effective upon receipt of the signed contract and shall continue until the earlier of its expiration or termination pursuant to Clauses 28-9.1 and 28-9.2, Termination for Cause or Clauses 28-10.1 and 28-10.2, Termination for Bonneville's Convenience. Bonneville may extend the term of the base contract by exercising the pre-priced option, if any, by giving written notice to the Contractor.

SCHEDULE OF PRICING (28-2)**(JUL 2013)(BPI 28.3.4)**

The contractor shall provide the services at the prices identified in accordance with the Statement of Work (SOW). Contract Line Item Numbers (CLINs) 0001 – 0005 and corresponding option period CLINs are FFP. CLINs 0006 – 0008 and corresponding option period CLINs are T&M based on actual costs. The Contractor submitted cost estimates must be submitted to and approved by the COR in advance. Contract extension in accordance with BPI Clause 7-40 is based on the schedule of prices.

CLIN	Description	Unit	Qty	Unit Price	Price
Base Period: 11/1/2018 - 09/30/2019					
0001	Headquarters Complex Security Posts	MO			
0002a	Ross Complex Security Posts 11/1/2018- 01/31/2019	MO			
0002b	Ross Complex Security Posts 02/01/2019- 09/30/2019	MO			
0003	Park Place Security Posts	MO			
0004	Eugene Starr Complex Security Posts	MO			
0005	Munro Complex Security Posts	MO			
0006	Deployment and Urgent Security Services OR				
0006a	Security Officer, Unarmed - Standard Rate	HR			
0006b	Security Officer, Armed - Standard Rate	HR			
0006c	Security Officer, Supervisor - Standard Rate	HR			
0006d	Alarm Monitor - Standard Rate	HR			
0006e	Security Officer, Unarmed - Overtime Rate	HR			
0006f	Security Officer, Armed - Overtime Rate	HR			
0006g	Security Officer, Supervisor - Overtime Rate	HR			
0006h	Alarm Monitor - Overtime Rate	HR			
0007	Deployment and Urgent Security Services WA				
0007a	Security Officer, Unarmed - Standard Rate	HR			
0007b	Security Officer, Armed - Standard Rate	HR			
0007c	Security Officer, Supervisor - Standard Rate	HR			
0007d	Alarm Monitor - Standard Rate	HR			
0007e	Alarm Monitor, Supervisor - Standard Rate	HR			
0007f	Security Officer, Unarmed - Overtime Rate	HR			
0007g	Security Officer, Armed - Overtime Rate	HR			
0007h	Security Officer, Supervisor - Overtime Rate	HR			
0007i	Alarm Monitor - Overtime Rate	HR			
5001	Physical Security Transition Services				
0007j	Alarm Monitor, Supervisor - Overtime Rate	HR			
0008	Travel Costs LAW FTR				
Base Period Total:					(b) (4)

CLIN	Description	Unit	Qty	Unit Price	Price
OPTION PERIOD 1: 10/01/2019 - 09/30/2020					
1001	Headquarters Complex Security Posts 10/1 - 11/30/19	MO			(b) (4)
1002	Ross Complex Security Posts 10/1 - 11/30/19	MO			

1003	Park Place Security Posts 10/1 - 11/30/19	MO
1004	Eugene Starr Complex Security Posts 10/1 - 11/30/19	MO
1005	Munro Complex Security Posts 10/1 - 11/30/19	MO
1006	Deployment and Urgent Security Services OR	
1006a	Security Officer, Unarmed - Standard Rate 10/1 - 11/30/19	HR
1006b	Security Officer, Armed - Standard Rate 10/1 - 11/30/19	HR
1006c	Security Officer, Supervisor - Standard Rate 10/1 - 11/30/19	HR
1006d	Alarm Monitor - Standard Rate 10/1 - 11/30/19	HR
1006e	Security Officer, Unarmed - Overtime Rate 10/1 - 11/30/19	HR
1006f	Security Officer, Armed - Overtime Rate 10/1 - 11/30/19	HR
1006g	Security Officer, Supervisor - Overtime Rate 10/1 - 11/30/19	HR
1006h	Alarm Monitor - Overtime Rate 10/1 - 11/30/19	HR
1006i	Security Officer, Unarmed - Standard Rate 12/1-9/30	HR
1006j	Security Officer, Armed - Standard Rate 12/1-9/30	HR
1006k	Security Officer, Supervisor - Standard Rate 12/1-9/30	HR
1006l	Alarm Monitor - Standard Rate 12/1-9/30	HR
1006m	Security Officer, Unarmed - Overtime Rate 12/1-9/30	HR
1006n	Security Officer, Armed - Overtime Rate 12/1-9/30	HR
1006o	Security Officer, Supervisor - Overtime Rate 12/1-9/30	HR
1006p	Alarm Monitor - Overtime Rate 12/1-9/30	HR
1007	Deployment and Urgent Security Services WA	
1007a	Security Officer, Unarmed - Standard Rate 10/1 - 11/30/19	HR
1007b	Security Officer, Armed - Standard Rate 10/1 - 11/30/19	HR
1007c	Security Officer, Supervisor - Standard Rate 10/1 - 11/30/19	HR
1007d	Alarm Monitor - Standard Rate 10/1 - 11/30/19	HR
1007e	10/1 - 11/30/19 Alarm Monitor, Supervisor - Standard Rate	HR
1007f	Security Officer, Unarmed - Overtime Rate 10/1 - 11/30/19	HR
1007g	Security Officer, Armed - Overtime Rate 10/1 - 11/30/19	HR
1007h	Security Officer, Supervisor - Overtime Rate 10/1 - 11/30/19	HR
1007i	Alarm Monitor - Overtime Rate 10/1 - 11/30/19	HR
1007j	Alarm Monitor, Supervisor - Overtime Rate 10/1 - 11/30/19	HR
1007k	Security Officer, Unarmed - Standard Rate 12/1-9/30	HR
1007l	Security Officer, Armed - Standard Rate 12/1-9/30	HR
1007m	Security Officer, Supervisor - Standard Rate 12/1-9/30	HR
1007n	Alarm Monitor - Standard Rate 12/1-9/30	HR
1007o	Alarm Monitor, Supervisor - Standard Rate 12/1-9/30	HR
1007p	Security Officer, Unarmed - Overtime Rate 12/1-9/30	HR
1007q	Security Officer, Armed - Overtime Rate 12/1-9/30	HR
1007r	Security Officer, Supervisor - Overtime Rate 12/1-9/30	HR
1007s	Alarm Monitor - Overtime Rate 12/1-9/30	HR
1007t	Alarm Monitor, Supervisor - Overtime Rate 12/1-9/30	HR
1008	Travel Costs IAW FTR	
1009	Headquarters Complex Security Posts 12/1-12/31	MO
1010	Ross Complex Security Posts 12/1-12/31	MO
1011	Park Place Security Posts 12/1-12/31	MO
1012	Eugene Starr Complex Security Posts 12/1-12/31	MO
1013	Munro Complex Security Posts 12/1-12/31	MO
1014	Cost Reimbursement for October and November 2019 Adjustment	
1015	Headquarters Complex Security Posts 1/1 - 9/30	MO
1016	Ross Complex Security Posts 1/1 - 9/30	MO

(b) (4)

1017	Park Place Security Posts 1/1 - 9/30	MO
1018	Eugene Starr Complex Security Posts 1/1 - 9/30	MO
1019	Munro Complex Security Posts 1/1 - 9/30	MO
CLIN	Description	Unit
Option Period 2: 10/01/2020 - 09/30/2021		
2001	Headquarters Complex Security Posts	MO
2002	Ross Complex Security Posts	MO
2003	Park Place Security Posts	MO
2004	Eugene Starr Complex Security Posts	MO
2005	Munro Complex Security Posts	MO
2006	Deployment and Urgent Security Services OR	
2006a	Security Officer, Unarmed - Standard Rate	HR
2006b	Security Officer, Armed - Standard Rate	HR
2006c	Security Officer, Supervisor - Standard Rate	HR
2006d	Alarm Monitor - Standard Rate	HR
2006e	Security Officer, Unarmed - Overtime Rate	HR
2006f	Security Officer, Armed - Overtime Rate	HR
2006g	Security Officer, Supervisor - Overtime Rate	HR
2006h	Alarm Monitor - Overtime Rate	HR
2006i	Security Officer, Unarmed - Standard Rate	HR
2006j	Security Officer, Armed - Standard Rate	HR
2006k	Security Officer, Supervisor - Standard Rate	HR
2006l	Alarm Monitor - Standard Rate	HR
2006m	Security Officer, Unarmed - Overtime Rate	HR
2006n	Security Officer, Armed - Overtime Rate	HR
2006o	Security Officer, Supervisor - Overtime Rate	HR
2006p	Alarm Monitor - Overtime Rate	HR
2007	Deployment and Urgent Security Services WA	
2007a	Security Officer, Unarmed - Standard Rate	HR
2007b	Security Officer, Armed - Standard Rate	HR
2007c	Security Officer, Supervisor - Standard Rate	HR
2007d	Alarm Monitor - Standard Rate	HR
2007e	Alarm Monitor, Supervisor - Standard Rate	HR
2007f	Security Officer, Unarmed - Overtime Rate	HR
2007g	Security Officer, Armed - Overtime Rate	HR
2007h	Security Officer, Supervisor - Overtime Rate	HR
2007i	Alarm Monitor - Overtime Rate	HR
2007j	Alarm Monitor, Supervisor - Overtime Rate	HR
2007k	Security Officer, Unarmed - Standard Rate	HR
2007l	Security Officer, Armed - Standard Rate	HR
2007m	Security Officer, Supervisor - Standard Rate	HR
2007n	Alarm Monitor - Standard Rate	HR
2007o	Alarm Monitor, Supervisor - Standard Rate	HR
2007p	Security Officer, Unarmed - Overtime Rate	HR
2007q	Security Officer, Armed - Overtime Rate	HR
2007r	Security Officer, Supervisor - Overtime Rate	HR
2007s	Alarm Monitor - Overtime Rate	HR
2007t	Alarm Monitor, Supervisor - Overtime Rate	HR
2008	Travel Costs IAW FTR	

(b) (4)

2009	Headquarters Complex Security Posts	MO	(b) (4)
2010	Ross Complex Security Posts	MO	
2011	Park Place Security Posts	MO	
2012	Eugene Starr Complex Security Posts	MO	
2013	Munro Complex Security Posts	MO	
2014	Cost Reimbursement for Price Adjustment 10/1-3/31/2021		
CLIN	Description	Unit	
Option Period 3: 10/01/2021 - 05/31/2022 & 07/01/2022 - 09/30/2022			
3001	Headquarters Complex Security Posts	MO	(b) (4)
3002	Ross Complex Security Posts	MO	
3003	Park Place Security Posts	MO	
3004	Eugene Starr Complex Security Posts	MO	
3005	Munro Complex Security Posts	MO	
3006	Deployment and Urgent Security Services OR		
3006a	Security Officer, Unarmed - Standard Rate	HR	
3006b	Security Officer, Armed - Standard Rate	HR	
3006c	Security Officer, Supervisor - Standard Rate	HR	
3006d	Alarm Monitor - Standard Rate	HR	
3006e	Security Officer, Unarmed - Overtime Rate	HR	
3006f	Security Officer, Armed - Overtime Rate	HR	
3006g	Security Officer, Supervisor - Overtime Rate	HR	
3006h	Alarm Monitor - Overtime Rate	HR	
3007	Deployment and Urgent Security Services WA		
3007a	Security Officer, Unarmed - Standard Rate	HR	
3007b	Security Officer, Armed - Standard Rate	HR	
3007c	Security Officer, Supervisor - Standard Rate	HR	
3007d	Alarm Monitor - Standard Rate	HR	
3007e	Alarm Monitor, Supervisor - Standard Rate	HR	
3007f	Security Officer, Unarmed - Overtime Rate	HR	
3007g	Security Officer, Armed - Overtime Rate	HR	
3007h	Security Officer, Supervisor - Overtime Rate	HR	
3007i	Alarm Monitor - Overtime Rate	HR	
3007j	Alarm Monitor, Supervisor - Overtime Rate	HR	
3008	Travel Costs IAW FTR		
Option Period 3 Total			(b) (4)

CLIN	Description	Unit	Qty	Unit Price	Price
Option Period 3: 06/01/2022 - 06/30/2022					
3001	Headquarters Complex Security Posts	MO	(b) (4)		
3002	Ross Complex Security Posts	MO			
3003	Park Place Security Posts	MO			
3004	Eugene Starr Complex Security Posts	MO			
3005	Munro Complex Security Posts	MO			
3006	Deployment and Urgent Security Services OR				
3006a	Security Officer, Unarmed - Standard Rate	HR			
3006b	Security Officer, Armed - Standard Rate	HR			
3006c	Security Officer, Supervisor - Standard Rate	HR			
3006d	Alarm Monitor - Standard Rate	HR			
3006e	Security Officer, Unarmed - Overtime Rate	HR			

3006f	Security Officer, Armed - Overtime Rate	HR	(b) (4)
3006g	Security Officer, Supervisor - Overtime Rate	HR	
3006h	Alarm Monitor - Overtime Rate	HR	
3007	Deployment and Urgent Security Services WA		
3007a	Security Officer, Unarmed - Standard Rate	HR	
3007b	Security Officer, Armed - Standard Rate	HR	
3007c	Security Officer, Supervisor - Standard Rate	HR	
3007d	Alarm Monitor - Standard Rate	HR	
3007e	Alarm Monitor, Supervisor - Standard Rate	HR	
3007f	Security Officer, Unarmed - Overtime Rate	HR	
3007g	Security Officer, Armed - Overtime Rate	HR	
3007h	Security Officer, Supervisor - Overtime Rate	HR	
3007i	Alarm Monitor - Overtime Rate	HR	
3007j	Alarm Monitor, Supervisor - Overtime Rate	HR	
3008	Travel Costs IAW FTR		
Option Period 3 Total			(b) (4)

CLIN	Description	Unit	Qty	Unit Price	Price
Option Period 4: 10/01/2022 - 04/30/2023					
4001	Headquarters Complex Security Posts	MO	(b) (4)		
4002	Ross Complex Security Posts	MO			
4003	Park Place Security Posts	MO			
4004	Eugene Starr Complex Security Posts	MO			
4005	Munro Complex Security Posts	MO			
4006a	Security Officer, Unarmed - Standard Rate	HR			
4006b	Security Officer, Armed - Standard Rate	HR			
4006c	Security Officer, Supervisor - Standard Rate	HR			
4006d	Alarm Monitor - Standard Rate	HR			
4006e	Security Officer, Unarmed - Overtime Rate	HR			
4006f	Security Officer, Armed - Overtime Rate	HR			
4006g	Security Officer, Supervisor - Overtime Rate	HR			
4006h	Alarm Monitor - Overtime Rate	HR			
4007a	Security Officer, Unarmed - Standard Rate	HR			
4007b	Security Officer, Armed - Standard Rate	HR			
4007c	Security Officer, Supervisor - Standard Rate	HR			
4007d	Alarm Monitor - Standard Rate	HR			
4007e	Alarm Monitor, Supervisor - Standard Rate	HR			
4007f	Security Officer, Unarmed - Overtime Rate	HR			
4007g	Security Officer, Armed - Overtime Rate	HR			
4007h	Security Officer, Supervisor - Overtime Rate	HR			
4007i	Alarm Monitor - Overtime Rate	HR			
4007j	Alarm Monitor, Supervisor - Overtime Rate	HR			
Option Period 4: 05/01/2023 - 09/30/2023					
4002	Ross Complex Security Posts	MO			
4003	Park Place Security Posts	MO			
4004	Eugene Starr Complex Security Posts	MO			
4005	Munro Complex Security Posts	MO			
4006a	Security Officer, Unarmed - Standard Rate	HR			
4006b	Security Officer, Armed - Standard Rate	HR			
4006c	Security Officer, Supervisor - Standard Rate	HR			
4006d	Alarm Monitor - Standard Rate	HR			

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4006e	Security Officer, Unarmed - Overtime Rate	HR	(b) (4)
4006f	Security Officer, Armed - Overtime Rate	HR	
4006g	Security Officer, Supervisor - Overtime Rate	HR	
4006h	Alarm Monitor - Overtime Rate	HR	
4007a	Security Officer, Unarmed - Standard Rate	HR	
4007b	Security Officer, Armed - Standard Rate	HR	
4007c	Security Officer, Supervisor - Standard Rate	HR	
4007d	Alarm Monitor - Standard Rate	HR	
4007e	Alarm Monitor, Supervisor - Standard Rate	HR	
4007f	Security Officer, Unarmed - Overtime Rate	HR	
4007g	Security Officer, Armed - Overtime Rate	HR	
4007h	Security Officer, Supervisor - Overtime Rate	HR	
4007i	Alarm Monitor - Overtime Rate	HR	
4007j	Alarm Monitor, Supervisor - Overtime Rate	HR	
Option Period 4: 10/01/2022 - 09/30/2023 - TAS			
4006	Deployment and Urgent Security Services OR		
4007	Deployment and Urgent Security Services WA		
4008	Travel Costs IAW FTR		
Option Period 5: 10/01/2023 - 03/31/2024 [7-39 Option to Extend Services, 7.			
5002	Ross Complex Security Posts	MO	
5003	Park Place Security Posts	MO	
5004	Eugene Starr Complex Security Posts	MO	
5005	Munro Complex Security Posts	MO	
5006	Deployment and Urgent Security Services OR		
5006a	Security Officer, Unarmed - Standard Rate	HR	
5006b	Security Officer, Armed - Standard Rate	HR	
5006c	Security Officer, Supervisor - Standard Rate	HR	
5006d	Alarm Monitor - Standard Rate	HR	
5006e	Security Officer, Unarmed - Overtime Rate	HR	
5006f	Security Officer, Armed - Overtime Rate	HR	
5006g	Security Officer, Supervisor - Overtime Rate	HR	
5006h	Alarm Monitor - Overtime Rate	HR	
5007	Deployment and Urgent Security Services WA		
5007a	Security Officer, Unarmed - Standard Rate	HR	
5007b	Security Officer, Armed - Standard Rate	HR	
5007c	Security Officer, Supervisor - Standard Rate	HR	
5007d	Alarm Monitor - Standard Rate	HR	
5007e	Alarm Monitor, Supervisor - Standard Rate	HR	
5007f	Security Officer, Unarmed - Overtime Rate	HR	
5007g	Security Officer, Armed - Overtime Rate	HR	
5007h	Security Officer, Supervisor - Overtime Rate	HR	
5007i	Alarm Monitor - Overtime Rate	HR	
5007j	Alarm Monitor, Supervisor - Overtime Rate	HR	
5008	Travel Costs IAW FTR		
			Option Period 5 Total (b) (4)
			Base + Executed Options
			All Items

INVOICE (28-3)
(OCT 2014) BPI 28.3.4)

- (a) The Contractor shall submit an electronic invoice (or one hard-copy invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include –
- (1) Name and address of the Contractor;
 - (2) Invoice date and number;
 - (3) Contract number, contract line item number and, if applicable, the order number;
 - (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
 - (5) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
 - (6) Terms of any discount for prompt payment offered;
 - (7) Name and address of official to whom payment is to be sent;
 - (8) Name, title, and phone number of person to notify in event of defective invoice; and
 - (9) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
 - (10) Electronic funds transfer (EFT) banking information.
- (b) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

PAYMENT-FIRM FIXED PRICE (28-4.1)
(MAR 2018)(BPI 28.3.4)

- (a) Payment.
- (1) Items accepted. Payment shall be made for items accepted by Bonneville that have been delivered to the delivery destinations set forth in this contract.
 - (2) Prompt Payment. Bonneville will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.
 - (3) Electronic Funds Transfer.
 - (i) Payments under this contract shall be made by electronic funds transfer (EFT). Contractor shall provide its taxpayer identification number (TIN) and other necessary banking information for Bonneville to make payments through EFT. Receipt of payment information, including any changes, must be received by Bonneville 30 days prior to effective date of the change. Bonneville shall not be liable for any payment under this contract until receipt of the correct EFT information from Contractor, nor be liable for any penalty on delay of payment resulting from incorrect EFT information. Bonneville shall notify the Contractor within 7 days of its receipt of EFT information which it determines to be defective.
 - (ii) If Contractor assigns the proceeds of this contract per Clause 28-18 Assignment, the Contractor shall require, as a condition of any such assignment, that the assignee agrees to be paid by EFT and shall provide its EFT information as identified in (iii) below. The requirements of this clause shall apply to the assignee as if it were the Contractor.
 - (iii) Submission of EFT banking information to Bonneville. The Contractor shall submit EFT enrollment banking information directly to Bonneville Vendor Maintenance Team, using Substitute IRS Form w9e, Request for Taxpayer Identification Number and Certification, available from the CO or the Bonneville Vendor Maintenance Team. Contact and mailing information:

Bonneville Power Administration	email: VendorMaintenance@bpa.gov
PO Box 491	phone: 360-418-2800
ATTN: NSTS-MODW Vendor Maintenance	fax: 360-418-8904
Vancouver, WA 98666-0491	
 - (4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.
 - (5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that Bonneville has otherwise overpaid on a contract financing or invoice payment, the Contractor shall:
 - (i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the –
 - (A) Circumstances of the overpayment (e.g. duplicate payment, erroneous payment, liquidation error, date(s) of overpayment);

- (B) Affected contract number and delivery order number, if applicable;
 - (C) Affected contract line item or subline item, if applicable; and
 - (D) Contractor point of contact.
- (ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.
- (6) Interest.
- (i) All amounts that become payable by the Contractor to Bonneville under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of Treasury as provided in Section 611 of the Contracts Disputes Act of 1978 (Public Law 95-563)(41 U.S.C. 7101-7109), which is applicable to the period in which the amount becomes due, as provided in (a)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.
 - (ii) Bonneville may issue a demand for payment to the Contractor upon finding that a debt is due under the contract.
 - (iii) Final decision. The Contracting Officer will issue a final decision as required by BPI 21.3.11 if:
 - (A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;
 - (B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
 - (C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer.
 - (iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.
 - (v) Amounts shall be due at the earliest of the following dates:
 - (A) The date fixed under this contract.
 - (B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.
 - (vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on –
 - (A) The date on which the designated office receives payment from the Contractor;
 - (B) The date of issuance of a Bonneville check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
 - (C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

PAYMENT – TIME AND MATERIALS/LABOR RATE (28-4.2)
(MAR 2018)(BPI 28.3.4)

- (a) Services accepted. Payments shall be made for services accepted by Bonneville that have been delivered to the delivery destination(s) set forth in this contract. Bonneville will pay the Contractor as follows upon the submission of proper invoices approved by the Contracting Officer:
 - (1) Hourly rate.
 - (i) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.
 - (ii) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.
 - (iii) Invoices may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the Contracting Officer or the authorized representative.
 - (iv) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.
 - (v) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.

- (A) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.
 - (B) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.
 - (C) If the Schedule provided rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.
- (2) Materials.
- (i) If the Contractor furnishes materials that meet the definition of a commercial item at BPI 2.2, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the –
 - (A) Quantities being acquired; and
 - (B) Any modifications necessary because of contract requirements.
 - (ii) Except as provided for in paragraph (a)(2)(i) and (a)(2)(iii)(B) of this clause, Bonneville will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the Contractor that are identifiable to the contract) provided the Contractor –
 - (A) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or
 - (B) Makes these payments within 30 days of the submission of the Contractor's payment request to Bonneville and such payment is in accordance with the terms and conditions of the agreement or invoice.
 - (iii) To the extent able, the Contractor shall –
 - (A) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and
 - (B) Give credit to Bonneville for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.
 - (iv) Other Costs. Unless listed below, other direct and indirect costs will not be reimbursed.
 - (A) Other Direct Costs. Bonneville will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (a)(2)(ii) of this clause: Travel Costs in accordance with the Federal Travel Regulations.
 - (B) Indirect Costs (Material handling, Subcontract Administration, etc.). Bonneville will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: None.
- (b) Total cost. It is estimated that the total cost to Bonneville for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to Bonneville for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to Bonneville for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, Bonneville has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.
- (c) Ceiling price. Bonneville will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.
- (d) Access to records. At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):
- (1) Records that verify that the employees whose time has been included in any invoice met the qualifications for the labor categories specified in the contract.
 - (2) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the Schedule), when timecards are required as substantiation for payment—
 - (i) The original timecards (paper-based or electronic);

- (ii) The Contractor's timekeeping procedures;
 - (iii) Contractor records that show the distribution of labor between jobs or contracts; and
 - (iv) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.
- (3) For material and subcontract costs that are reimbursed on the basis of actual cost—
 - (i) Any invoices or subcontract agreements substantiating material costs; and
 - (ii) Any documents supporting payment of those invoices.
- (c) Overpayments/Underpayments. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. Bonneville within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that Bonneville has otherwise overpaid on an invoice payment, the Contractor shall—
 - (1) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—
 - (i) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
 - (ii) Affected contract number and delivery order number, if applicable;
 - (iii) Affected contract line item or subline item, if applicable; and
 - (iv) Contractor point of contact.
 - (2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.
- (f)
 - (1) All amounts that become payable by the Contractor to Bonneville under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury, as provided in section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six-month period as established by the Secretary until the amount is paid.
 - (2) Bonneville may issue a demand for payment to the Contractor upon finding a debt is due under the contract.
 - (3) Final Decisions. The Contracting Officer will issue a final decision as required by BPI 21.3.11 if—
 - (i) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;
 - (ii) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
 - (iii) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer.
 - (4) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.
 - (5) Amounts shall be due at the earliest of the following dates:
 - (i) The date fixed under this contract.
 - (ii) The date of the first written demand for payment, including any demand for payment resulting from a default termination.
 - (6) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—
 - (i) The date on which the designated office receives payment from the Contractor;
 - (ii) The date of issuance of a Bonneville check/payment to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
 - (iii) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.
 - (7) The interest charge made under this clause may be reduced under the procedures prescribed in the Bonneville Purchasing Instructions 22.1.4.3(b) in effect on the date of this contract.
 - (8) Upon receipt and approval of the invoice designated by the Contractor as the "completion invoice" and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as

promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

- (g) Release of claims. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall upon Bonneville's request, execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging Bonneville, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.
 - (1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.
 - (2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that Bonneville is prepared to make final payment, whichever is earlier.
 - (3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of Bonneville against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.
- (h) Prompt payment. Bonneville will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.
- (i) Electronic Funds Transfer (EFT).
 - (1) Payments under this contract shall be made by electronic funds transfer (EFT). Contractor shall provide its taxpayer identification number (TIN) and other necessary banking information for Bonneville to make payments through EFT. Receipt of payment information, including any changes, must be received by Bonneville 30 days prior to effective date of the change. Bonneville shall not be liable for any payment under this contract until receipt of the correct EFT information from Contractor, nor be liable for any penalty on delay of payment resulting from incorrect EFT information. Bonneville shall notify the Contractor within 7 days of its receipt of EFT information which it determines to be defective.
 - (2) If Contractor assigns the proceeds of this contract per Clause 28-18 Assignment, the Contractor shall require, as a condition of any such assignment, that the assignee agrees to be paid by EFT and shall provide its EFT information as identified in (iii) below. The requirements of this clause shall apply to the assignee as if it were the Contractor.
 - (3) Submission of EFT banking information to Bonneville: The Contractor shall submit EFT enrollment banking information directly to Bonneville Vendor Maintenance Team, using Substitute IRS Form w9e, Request for Taxpayer Identification Number and Certification, available from the CO or the Bonneville Vendor Maintenance Team. Contact and mailing information:

Bonneville Power Administration
PO Box 491
ATTN: NSTS-MODW Vendor Maintenance
Vancouver, WA 98666-0491

email: VendorMaintenance@bpa.gov
phone: 360-418-2800
fax: 360-418-8904

- (j) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

INSPECTION/ACCEPTANCE-FIRM FIXED PRICE (28-5.1)
(MAR 2018)(BPI 28.3.4)

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. Bonneville reserves the right to inspect or test any supplies or services that have been tendered for acceptance. Bonneville may require repair or replacement of nonconforming supplies or re-performance of nonconforming services at no increase in contract price. If repair/replacement or re-performance will not correct the defects or is not possible, Bonneville may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. Bonneville must exercise its post-acceptance rights:

- (k) within a reasonable time after the defect was discovered or should have been discovered; and
- (l) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

INSPECTION/ACCEPTANCE – TIME AND MATERIALS/LABOR RATE (28-5.2)
(MAR 2018)(BPI 28.3.4)

- (a) Bonneville has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. Bonneville may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. Bonneville will perform inspections and tests in a manner that will not unduly delay the work.
- (b) If Bonneville performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.
- (c) Unless otherwise specified in the contract, Bonneville will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.

- (d) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, Bonneville may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (f) of this clause, the cost of replacement or correction shall be determined under Clause 28-4.2(a)(1)(i), but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the "hourly rate" attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and when required, shall disclose the corrective action taken.
- (e)
- (1) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by Bonneville), Bonneville may:
 - (i) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or
 - (ii) Terminate this contract for cause.
 - (2) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.
- (f) Notwithstanding paragraphs (e)(1) and (2) above, Bonneville may at any time require the Contractor to remedy by correction or replacement, without cost to Bonneville, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to:
- (1) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or
 - (2) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.
- (g) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.
- (h) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at the time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.
- (i) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Bonneville-furnished property shall be governed by the clause relating to Bonneville property, if included in this contract.

CHANGES (28-6)
(JUL 2013)(BPI 28.3.4)

Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

STOP WORK ORDER (28-7)
(MAR 2018)(BPI 28.3.4)

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either—
- (1) Cancel the stop work order; or
 - (2) Terminate the work covered by the order as provided in the Termination for Bonneville's Convenience clause of this contract.
- (b) If a stop work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume the work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if—
- (1) The stop work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
 - (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- (c) If a stop work order is not canceled and the work covered by the order is terminated for the convenience of Bonneville, the Contracting Officer shall allow reasonable costs resulting from the stop work order in arriving at the termination settlement.
- (d) If a stop work order is not canceled and the work covered by the order is terminated for cause, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop work order.

FORCE MAJEURE/EXCUSABLE DELAY (28-8)
(JUL 2013)(BPI 28.3.3.6)

The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

TERMINATION FOR CAUSE – FIRM FIXED PRICE (28-9.1)
(MAR 2018)(BPI 28.3.4)

Bonneville may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide Bonneville, upon request, with adequate assurances of future performance. In the event of termination for cause, Bonneville shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to Bonneville for any and all rights and remedies provided by law. If it is determined that Bonneville improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

TERMINATION FOR CAUSE – -TIME AND MATERIALS/LABOR RATE (28-9.2)
(MAR 2018)(BPI 28.3.4)

Bonneville may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide Bonneville, upon written request, with adequate assurances of future performance. Subject to the terms of this contract, the Contractor shall be paid an amount computed under Clause 28-4.2 Payment-Time and Materials/Labor-Hour, but the “hourly rate” for labor hours expended in furnishing work not delivered to or accepted by Bonneville shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified in Clause 28-5.2(d) Inspection/Acceptance-Time and Materials/Labor-Hour, the portion of the “hourly rate” attributable to profit shall be 10 percent. In the event of termination for cause, the Contractor shall be liable to Bonneville for any and all rights and remedies provided by law. If it is determined that Bonneville improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

TERMINATION FOR BPA’S CONVENIENCE-FIRM FIXED PRICE (28-10.1)
(MAR 2018)(BPI 28.3.4)

Bonneville reserves the right to terminate this contract, or any part thereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of Bonneville using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give Bonneville any right to audit the Contractor’s records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

TERMINATION FOR BPA’S CONVENIENCE-TIME AND MATERIALS/LABOR RATE (28-10.2)
(MAR 2018)(BPI 28.3.4(R), BPI 28.3.3.7)

Bonneville reserves the right to terminate this contract, or any part thereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of Bonneville using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give Bonneville any right to audit the Contractor’s records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

WARRANTY (28-11)
(JUL 2013)(BPI 28.3.4)

The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract. All express warranties offered by the Contractor shall be incorporated into this contract.

LIMITATION OF LIABILITY (28-12)
(JUL 2013)(BPI 28.3.4)

Except as otherwise provided by an express warranty, the Contractor shall not be liable to Bonneville for consequential damages resulting from any defect or deficiencies in accepted items.

DISPUTES (28-13)
(JUL 2013)(BPI 28.3.4)

This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 7101-7109). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal, or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at BPI Clause 21-2 Disputes, which is incorporated by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute under the contract.

INDEMNIFICATION (28-14)
(MAR 2018)(BPI 28.3.4)

The Contractor shall indemnify Bonneville and its officers, employees, and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark, or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

TITLE (28-16)
(MAR 2018)(BPI 28.3.4)

Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to Bonneville upon acceptance, regardless of when or where Bonneville takes physical possession.

TAXES (28-17)
(JUL 2013)(BPI 28.3.4)

The contract price includes all applicable Federal, State, and local taxes and duties.

ASSIGNMENT (28-18)
(MAR 2018) (BPI 28.3.4)

The Contractor or its assignee may assign rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g. use of a Bonneville purchase card), the Contractor may not assign its rights to receive payments under this contract.

OTHER COMPLIANCES (28-19)
(JUL 2013)(BPI 28.3.4)

The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

REQUIREMENTS UNIQUE TO GOVERNMENT CONTRACTS – SERVICES (28-20.2)
(MAR 2018)(BPI 28.3.4)

The Contractor shall comply with the following clauses that are incorporated by reference to implement provisions of law or Executive Orders applicable to acquisitions of commercial services:

APPLICABLE TO ALL SOLICITATIONS AND CONTRACTS:

- (a) The following clauses are applicable to all contracts and solicitations:
- (1) Organizational Conflicts of Interest (Clause 3-2)
 - (2) Certification, Disclosure and Limitation Regarding Payments to Influence Certain Federal Transactions (Clause 3-3)
 - (3) Contractor Policy to Ban Text Messaging While Driving (Clause 15-14)
 - (4) Contractor Employee Whistleblower Rights (Clause 3-10)
 - (5) Utilization of Supplier Diversity Program Categories (Clause 8-3)
 - (6) Restriction on Certain Foreign Purchases (Clause 9-8)
 - (7) Combating Trafficking in Persons (Clause 10-25)
 - (8) Printing (Clause 11-9)
 - (9) Ozone Depleting Substances (Clause 15-7)
 - (10) Refrigeration Equipment (Clause 15-8)
 - (11) Energy Efficiency in Energy Consuming Products (Clause 15-9)
 - (12) Recovered Materials (Clause 15-10)
 - (13) Bio-Based Materials (Clause 15-11)
 - (14) Acceleration of Payments to Small Business Contractors (Clause 22-21)
 - (15) Subcontracting with Debarred or Suspended Entities (Clause 11-7)

- (16) Affirmative Action for Workers with Disabilities (Clause 10-2) except under the following conditions –
 - (i) Work performed outside the United States by employees who were not recruited within the United States; or
 - (ii) Contracts with State or local governments (or any agency, instrumentality, or subdivision) when that entity does not participate in work on or under the contract.
- (17) Equal Opportunity (Clause 10-1) except under the following conditions –
 - (i) Work performed on or within 40 miles of an Indian reservation where a Tribal Employment Rights Ordinance (TERO) is known to be in effect;
 - (ii) Work performed outside the United States by employees who were not recruited within the United States;
 - (iii) Individuals (as opposed to a firm with multiple employees); or
 - (iv) Contracts with State or local governments or any agency, instrumentality or subdivision thereof.
- (18) Minimum Wage for Federal Contracts (Clause 10-28), except for work performed outside the United States by employees recruited outside the United States.
- (19) Buy American Act – Supplies (Clause 9-3) except for the purchase of –
 - (i) Civil aircraft and related articles;
 - (ii) Supplies subject to trade agreement thresholds; or
 - (iii) Commercial IT equipment and supplies.
- (20) Examination of Records.
 - (i) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. app.), the Contracting Officer or authorized representatives thereof shall have access to and right to –
 - (A) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract: and
 - (B) Interview any officer or employee regarding such transactions.
 - (ii) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until three years after final payment under this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for three years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
 - (iii) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

APPLICABLE TO ALL SOLICITATIONS AND CONTRACTS ABOVE \$150K:

- (b) In addition to the requirements above, the following clauses are applicable to all contracts and solicitations that exceed or are expected to exceed \$150K:
 - (1) Equal Opportunity for Veterans (Clause 10-19)
 - (2) Employment Reports on Veterans (Clause 10-20)
 - (3) Contract Work Hours and Safety Standards Act – Overtime Compensation (Clause 10-21)
 - (4) Nondisplacement of Qualified Workers (Clause 23-5), except for:
 - (i) Contracts and subcontracts awarded pursuant to 41 U.S.C. chapter 85, Committee for Purchase from People Who Are Blind or Severely Disabled;
 - (ii) Guard, elevator operator, messenger, or custodial services provided to the Government under contracts or subcontracts with sheltered workshops employing the "severely handicapped" as described in 40 U.S.C. 593;
 - (iii) Agreements for vending facilities entered into pursuant to the preference regulations issued under the Randolph Sheppard Act, 20 U.S.C. 107; or
 - (iv) Service employees who were hired to work under a Federal service contract and one or more nonfederal service contracts as part of a single job, provided that the service employees were not deployed in a manner that was designed to avoid the purposes of this subpart.
 - (v) Employment Eligibility Verification (Clause 10-18). All solicitations, contracts and IGCs; unless one, or more, of the following conditions exists:

- (A) Are only for work that will be performed outside the United States;
- (B) Are for a period of performance of less than 120 days; or
- (C) Are only for:
 - (1) Commercially available off-the-shelf items;
 - (2) Items that would be COTS items, but for minor modifications (as defined in BPI 2.2); or
 - (3) Commercial services that are –
 - (i) Part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications);
 - (ii) Performed by the COTS provider; and
 - (iii) Are normally provided for that COTS item.
 - (4) Are with other U.S. federal government agencies.

ADDITIONAL REQUIREMENTS FOR SUBCONTRACTS

- (c) The Contractor shall include the requirements in the following clauses in its subcontracts when these clauses are included in the Bonneville contract for commercial items or services:
 - (1) Paragraph (c) Examination of Record of this clause. This paragraph shall be included in all subcontracts, except the authority of the Inspector General under paragraph (c)(2) does not flow down; and
 - (2) Those clauses contained in this paragraph (d)(2). Unless otherwise indicated below, the extent of the requirement shall be as identified by the clause:
 - (i) Contractor Employee Whistleblower Rights (Clause 3-10)
 - (ii) Utilization of Supplier Diversity Program Categories (Clause 8-3), if the subcontract offers further subcontracting opportunities
 - (iii) Equal Opportunity (Clause 10-1)
 - (iv) Affirmative Action for Workers with Disabilities (Clause 10-2)
 - (v) Employment Eligibility Verification (Clause 10-18), unless subcontracting for commercial items
 - (vi) Equal Opportunity for Veterans (Clause 10-19)
 - (vii) Employment Reports on Veterans (Clause 10-20)
 - (viii) Contract Work Hours and Safety Standards Act (Clause 10-21)
 - (ix) Combating Trafficking in Persons (Clause 10-25)
 - (x) Minimum Wage for Federal Contracts (Clause 10-28)
 - (xi) Subcontracting with Debarred or Suspended Entities (Clause 11-7), unless subcontracting for COTS items
 - (xii) Acceleration of Payments to Small Business Contractors (Clause 22-21)
 - (xiii) Nondisplacement of Qualified Workers (Clause 23-5)
- (d) Text of clauses incorporated by reference is available at: <http://www.bpa.gov/Doing%20Business/purchase/Pages/default.aspx>.

ORDER OF PRECEDENCE (28-21) (JUL 2013)(BPI 28.3.4)

Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (a) The Schedule of Pricing.
- (b) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Requirements Unique to Government Contracts clauses of this contract.
- (c) Solicitation provisions if this is a solicitation.
- (d) Other documents, exhibits, and attachments, including any license agreements for computer software.
- (e) The specification or statement of work.

APPLICABLE LAW (28-22) (JUL 2013)(BPI 28.3.4)

United States law will apply to resolve any claim of breach of this contract.

UNIT 2 – OTHER CLAUSES

RESTRICTION ON COMMERCIAL ADVERTISING (3-9) (MAR 2018) (BPI 3.5.2)

The Contractor agrees that without the Bonneville Power Administration's (Bonneville) prior written consent, the Contractor shall not use the names, visual representations, service marks and/or trademarks of Bonneville or any of its affiliated entities, or reveal the terms and conditions, specifications, or statement of work, in any manner, including, but not limited to, in any advertising, publicity release or sales presentation. The Contractor will not state or imply that Bonneville endorses a product, project or commercial line of endeavor.

PRIVACY PROTECTION (5-2) (MAR 2018)(BPI 5.1.4)

The contractor acknowledges and agrees that, in the course of its contract with Bonneville, contractor will receive or access personally identifiable information (PII) belonging to Bonneville. Contractor represents and warrants that its collection, access, use, storage, disposal, and disclosure of PII will comply with all applicable privacy laws and regulations, including the Privacy Act (5 U.S.C. § 552a), the E-Government Act (44 U.S.C. § 101), and DOE regulations (10 CFR § 1008, et seq.). Contractor is responsible for the actions and omissions of its employees for the handling of PII. The contractor agrees to:

- (a) Maintain all PII in strict confidence, using such degree of care as is appropriate to avoid improper access, use, or disclosure;
- (b) Limit access to PII to contractor employees who need the information to complete a job function;
- (c) Have a documented process for training contractor employees on PII security and privacy;
- (d) Have a documented process for reporting and handling PII security breaches;
- (e) Report any PII security breach to Bonneville within 24 hours of the breach;
- (f) Use and disclose PII exclusively for the purposes for which the PII, or access to it, is provided, and not use, sell, rent, transfer, distribute, or otherwise disclose or make available PII for the contractor's own purposes or for the benefit of anyone other than Bonneville without prior written consent;
- (g) As permitted under current Federal law, allow access to data to authorized Federal agencies, and to individuals wishing to verify their own PII;
- (h) Agree that the Federal Government retains ownership of the data at all times;
- (i) Seek express written consent from Bonneville before storing any PII on data servers, including redundant servers, which physically reside outside of the United States;
- (j) Implement administrative, physical, and technical safeguards to protect PII that are no less rigorous than accepted industry and government practices (NIST 800-53 rev4 and Moderate FIPS-199), and ensure that all such safeguards comply with applicable Federal data protection and privacy laws, as well as the terms and conditions of this agreement;
- (k) Maintain a documented process to address the removal of PII upon termination of the contract; and
- (l) Upon completion or termination of the contract, promptly return to Bonneville a copy of all Bonneville data in its possession, securely destroy all other copies, and certify in writing to Bonneville that all Bonneville PII has been returned to Bonneville or securely destroyed.

OPTION TO EXTEND SERVICES (7-39) (MAR 2018) (BPI 7.9.8)

Bonneville may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by advance written notice to the Contractor within 60 calendar days.

OPTION TO EXTEND THE TERM OF THE CONTRACT (7-40) (MAR 2018) (BPI 7.9.8)

- (a) Bonneville may extend the term of this contract by advance written notice to the Contractor within 60 calendar days; provided that Bonneville gives the Contractor a preliminary written notice of its intent to extend at least 60 calendar days before the contract expires. The preliminary notice does not commit Bonneville to an extension.
- (b) If Bonneville exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause; shall not exceed 5 years and 7 months.

LIQUIDATED DAMAGES – SMALL BUSINESS SUBCONTRACTING PLAN (8-5) (MAR 2018) (BPI 8.3.4.1)

- (a) "Failure to make a good faith effort to comply with the subcontracting plan," as used in this clause, means a willful or intentional failure to perform in accordance with the subcontracting plan approved under this contract, or willful or intentional action to frustrate the plan.
- (b) If the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides that the Contractor failed to make a good faith effort to comply with its subcontracting plan, the Contractor shall pay Bonneville liquidated damages in an amount stated.

The amount of damages attributable to the Contractor's failure to comply shall be an amount equal to the actual dollar amount by which the contractor failed to achieve each subcontract goal, or in the case of a commercial products plan, that portion of the dollar amount allocable to the Bonneville contract by which the Contractor failed to achieve each subcontract goal.

- (c) Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate what good faith efforts have been made. Failure to respond to the notice may be taken as an admission that no valid explanation exists. If the Contracting Officer finds that the contractor failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require that the Contractor pay the Government liquidated damages as provided in paragraph (b) of this clause.
- (d) With respect to approved commercial products plans, i.e., company-wide or division-wide subcontracting plans, the Contracting Officer of the agency that originally approved the plan will exercise the functions of the Contracting Officer under this clause on behalf of all agencies that awarded contracts covered by that commercial products plan.
- (e) The Contractor shall have the right of appeal, under the clause in this contract entitled Disputes, from any final decision of the Contracting Officer.
- (f) Liquidated damages shall be in addition to any other remedies that the Government may have.

SERVICE CONTRACT LABOR STANDARDS (10-3)
(MAR 2018)(BPI 10.2.2.3)

- (a) Definitions. As used in this clause-

"Act" means the Service Contract Labor Standards statute (41 U.S.C. § 6701-6707, et seq.).

"Contractor" when used in any subcontract, shall include the subcontractor, except in the term "Bonneville Prime Contractor."

"Service employee" means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all service persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

- (b) Applicability. This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 6702, as interpreted in Subpart C of 29 CFR Part 4.
- (c) Compensation.
 - (1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.
 - (2)
 - (i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee not listed therein which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits which are determined pursuant to the procedures in this paragraph (c).
 - (ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request for Authorization of Additional Classification and Rate, to the Contracting Officer (CO) no later than 30 days after the unlisted class of employee performs any contract work. The CO shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the CO within 30 days of receipt that additional time is necessary.
 - (iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.
 - (iv) Establishing rates.
 - (A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination, depending upon the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under federal pay systems (Federal Wage Board Pay System

and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

- (B) In the case of a contract modification, an exercise of an option or extension of an existing contract, or in any other case where a contract succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to such conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the CO of the action taken, but the other procedures in paragraph (c)(2)(ii) of this section need not be followed.
- (C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.
- (v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.
- (vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits, which shall be retroactive to the date such class or classes of employees commenced contract work.
- (3) Adjustment of compensation. If the term of this contract is more than one year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after one year and not less often than once every two years, under wage determinations issued by the Wage and Hour Division.
- (d) Obligation to furnish fringe benefits. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments only in accordance with Subpart D of 29 CFR Part 4.
- (e) Minimum wage. In the absence of a wage determination for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for the payment of a higher wage to any employee.
- (f) Successor contracts. If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality, and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the wage determination for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreements, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR Part 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR Part 4.10, that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR Part 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for similar services in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Administrative Review Board, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.
- (g) Notification to employees. The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.
- (h) Safe and sanitary working conditions. The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the

Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health and safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

(i) Records.

(1) The Contractor and each subcontractor performing work subject to the Act shall make and maintain for three years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:

(i) For each employee subject to the Act:

(A) Name, address and social security number;

(B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payment in lieu of fringe benefits and total daily and weekly compensation;

(C) Daily and weekly hours worked by each employee; and

(D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (iii) of this clause. A copy of the report required by subdivision (c)(2)(iv)(B) of this clause will fulfill this requirement.

(iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.

(2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the CO, upon direction of the Department of Labor and notification of the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.

(4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(j) Pay periods. The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.

(k) Withholding of payments and termination of contract. The CO shall withhold or cause to be withheld from the Bonneville prime contractor under this or any other Government contract with the prime contractor such sums as an appropriate official of the Department of Labor requests, or such sums as the CO decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the CO may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Bonneville may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

(l) Subcontracts. The Contractor agrees to include this clause in all subcontracts subject to the Act.

(m) Collective bargaining agreements applicable to service employees. If wages to be paid or fringe benefits to be furnished any service employees employed by the Bonneville prime contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Bonneville prime contractor shall report such fact to the CO, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance on the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance, such agreements shall be reported promptly after negotiation thereof.

(n) Seniority Lists. Not less than ten days prior to completion of any contract being performed at a Bonneville facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a contractor (predecessor) or successor (29 CFR Part 4.173), the incumbent prime contractor shall furnish to the CO a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor contractors of each such service employee. The CO shall provide this list to the successor contractor at the commencement of the succeeding contract.

(o) Rulings and interpretations. Rulings and interpretations of the Act are contained in 29 CFR Part 4.

(p) Contractor's certification

- (1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.
 - (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.
 - (3) The penalty for making false statements is prescribed in the U.S. Criminal Code. 18 U.S.C. 1001.
- (q) Variations, tolerances and exemptions involving employment. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business.
- (1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).
 - (2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).
 - (3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.
- (r) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Office of Apprenticeship Training, Employer, and Labor Services (OATELS) U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.
- (s) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and regulations, 29 CFR Part 531. However, the amount of the credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision—
- (1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;
 - (2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);
 - (3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit; and
 - (4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.
- (t) Disputes concerning labor standards. The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes concerning labor standards requirements within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U. S. Department of Labor, or the employees or their representatives.

FAIR LABOR AND SERVICE CONTRACT LABOR STANDARDS – PRICE ADJUSTMENT (10-4)
(MAR 2018)(BPI 10.2.3.3.2)

- (a) The Contractor warrants that the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under paragraph (d) below.
- (b) The minimum monetary wages and fringe benefits required to be paid or furnished to service employees under this contract as set forth in the wage determination, shall be subject to adjustment if (1) the period of performance of this contract exceeds two years, (2) the contract contains option provisions specifying that a differing wage determination shall apply thereto, (3) an amendment to the Fair Labor Standards Act is enacted revising the minimum wage rate, (4) a contract modification significantly changes the nature of the work, or, (5) the Department of Labor otherwise directs.

- (c) The contract price or contract unit priced labor rates will be adjusted to reflect the Contractor's actual increase or decrease in applicable wages and fringe benefits to the extent that the increase is made to comply with the new rates, or the decrease is voluntarily made by the Contractor.
- (d) Any such adjustment shall be limited to increases or decreases in wages and fringe benefits as described in paragraph (c) of this clause, and the accompanying increases or decreases in social security and unemployment taxes and workers' compensation insurance, but shall not otherwise include any amount for general and administrative costs, material costs, overhead, or profit. (For example, the prior year wage determination required a minimum wage rate of \$4.00 per hour. The Contractor chose to pay \$4.10. The new wage determination increases the minimum rate to \$4.50 per hour. Even if the Contractor voluntarily increases the rate to \$4.75 per hour, the allowable price adjustment is \$.40 per hour.)
- (e) The Contractor shall notify the Contracting Officer (CO) of any increase claimed under this clause within 30 days after receiving a new wage determination unless this notification period is extended in writing by the CO. The Contractor shall promptly notify the CO of any decrease under this clause, but nothing in the clause shall preclude the Bonneville from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and any relevant supporting data, including payroll records that the CO may reasonably require. Upon agreement of the parties, the contract price or contract unit price labor rates shall be modified in writing. The Contractor shall continue performance pending agreement on, or determination of, any such adjustment and its effective date.
- (f) The CO or an authorized representative shall have access to and the right to examine any pertinent books, documents, papers and records of the Contractor until the expiration of 3 years after final payment under the contract.

SERVICE CONTRACT WAGE DETERMINATION (10-5)
(OCT 2014) (BPI 10.2.2.3)

The wage determination(s) referred to in the clause 10-3, Service Contract Labor Standards, are incorporated by reference into the contract, and are identified as follows:

Wage Determination	Revision #	Revision Date	State	County
CBA-2015-7941	Pending Ratification	08/14/2023	OR	Statewide
CBA-2015-7942	Pending Ratification	08/14/2023	WA	Statewide

EMPLOYMENT ELIGIBILITY VERIFICATION (10-18)
(OCT 2014) (BPI 10.1.8.3)

- (a) "Employee assigned to the contract," as used in this clause, means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the clause as prescribed by 10.7.3. An employee is not considered to be directly performing work under a contract if the employee—
 - (1) Normally performs support work, such as indirect or overhead functions; and
 - (2) Does not perform any substantial duties applicable to the contract.
- (b) E-Verify enrollment and verification requirements.
 - (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at the time of the contract award, the Contractor shall:
 - (i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;
 - (ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (1)(iii) of this section); and
 - (iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (4) of this section).
 - (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of—
 - (i) All new employees.
 - (A) Enrolled 90 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract within 3 business days after the date of hire (but see paragraph (C) of this section); or
 - (B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (C) of this section); or
 - (ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (4) of this section).

- (3) If the Contractor is an institution of higher education; a state or local government, or the government of a federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract. The Contractor shall follow the applicable verification requirements at (a)(1) or (a)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.
- (4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of—
 - (i) Enrollment in the E-Verify program; or
 - (ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).
- (5) The Contractor shall comply, for the period of performance of this contract, with the requirement of the E-Verify program MOU.
 - (i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a Department of Energy suspension or debarment official.
 - (ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.
- (c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.
- (d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee—
 - (1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
 - (2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
 - (3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD) -12, Policy for a Common Identification Standard for Federal Employees and Contractors.
- (e) Subcontracts. The contractor shall include the requirements of this clause, including this paragraph (d) (appropriately modified for identification of the parties), in each subcontract that—
 - (1) Is for:
 - (i) Services other than commercial services that are part of the purchase of a commercial-off-the-shelf (COTS) item, performed by the COTS provider and are normally provided for that COTS item;
 - (ii) Construction.
 - (2) Has a value of more than \$3,000; and
 - (3) Includes work performed in the United States.

**PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (10-22)
(MAR 2018) (BPI 10.1.12.9)**

- (a) Definitions. As used in this clause (in accordance with 29 CFR 13.2) –

“Child”, “domestic partner”, and “domestic violence” have the meaning given in 29 CFR 13.2.

“Employee” –

 - (1)
 - (i) Means any person engaged in performing work on or in connection with a contract covered by Executive Order (E.O.) 13706, and
 - (A) Whose wages under such contract are governed by the Service Contract Labor Standards statute (41 U.S.C. chapter 67), the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV), or the Fair Labor Standards Act (29 U.S.C. chapter 8),
 - (B) Including employees who qualify for an exemption from the Fair Labor Standards Act's minimum wage and overtime provisions,
 - (C) Regardless of the contractual relationship alleged to exist between the individual and the employer; and

- (ii) Includes any person performing work on or in connection with the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.

(2)

- (i) An employee performs "on" a contract if the employee directly performs the specific services called for by the contract; and
- (ii) An employee performs "in connection with" a contract if the employee's work activities are necessary to the performance of a contract but are not the specific services called for by the contract.

"Individual related by blood or affinity whose close association with the employees is the equivalent of a family relationship" has the meaning given in 29 CFR 13.2.

"Multiemployer" plan means a plan to which more than one employer is required to contribute and which is maintained pursuant to one or more collective bargaining agreements between one or more employee organizations and more than one employer.

"Paid sick leave" means compensated absence from employment that is required by E.O. 13706 and 29 CFR 13.

"Parent", "sexual assault", "spouse", and "stalking" have the meaning given in 29 CFR 13.2.

"United States" means the 50 States and the District of Columbia.

(b) Executive Order 13706.

- (1) This contract is subject to E.O. 13706 and the regulations issued by the Secretary of Labor in 29 CFR part 13 pursuant to the E.O.
- (2) If this contract is not performed wholly within the United States, this clause only applies with respect to that part of the contract that is performed within the United States.

(c) *Paid sick leave.* The Contractor shall –

- (1) Permit each employee engaged in performing work on or in connection with this contract to earn not less than 1 hour of paid sick leave for every 30 hours worked;
- (2) Allow accrual and use of paid sick leave as required by E.O. 13706 and 29 CFR part 13;
- (3) Comply with the accrual, use, and other requirements set forth in 29 CFR 13.5 and 13.6, which are incorporated by reference in this contract;
- (4) Provide paid sick leave to all employees when due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 13.24), rebate, or kickback on any account;
- (5) Provide pay and benefits for paid sick leave used no later than one pay period following the end of the regular pay period in which the paid sick leave was taken; and
- (6) Be responsible for the compliance by any subcontractor with the requirements of E.O. 13706, 29 CFR part 13, and this clause.

(d) Contractors may fulfill their obligations under E.O. 13706 and 29 CFR part 13 jointly with other contractors through a multiemployer plan, or may fulfill their obligations through an individual fund, plan, or program (see 29 CFR 13.8).

(e) *Withholding.* The Contracting Officer will, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this or any other Federal contract with the same Contractor, so much of the accrued payments or advances as may be considered necessary to pay employees the full amount owed to compensate for any violation of the requirements of E.O. 13706, 29 CFR part 13, or this clause, including –

- (1) Any pay and/or benefits denied or lost by reason of the violation;
- (2) Other actual monetary losses sustained as a direct result of the violation; and
- (3) Liquidated damages.

(f) Payment suspension/contract termination/contractor debarment.

- (1) In the event of a failure to comply with E.O. 13706, 29 CFR part 13, or this clause, Bonneville may, on its own action or after authorization or by direction of the Department of Labor and written notification to the Contractor take action to cause suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
- (2) Any failure to comply with the requirements of this clause may be grounds for termination for default or cause.
- (3) A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 13.52.

(g) The paid sick leave required by E.O. 13706, 29 CFR part 13, and this clause is in addition to the Contractor's obligations under the Service Contract Labor Standards statute and Wage Rate Requirements (Construction) statute, and the Contractor may not receive credit toward its prevailing wage or fringe benefit obligations under those Acts for any paid sick leave provided in satisfaction of the requirements of E.O. 13706 and 29 CFR part 13.

- (h) Nothing in E.O. 13706 or 29 CFR part 13 shall excuse noncompliance with or supersede any applicable Federal or State law, any applicable law or municipal ordinance, or a collective bargaining agreement requiring greater paid sick leave or leave rights than those established under E.O. 13706 and 29 CFR part 13.
- (i) Recordkeeping.
- (1) The Contractor shall make and maintain, for no less than three (3) years from the completion of the work on the contract, records containing the following information for each employee, which the Contractor shall make available upon request for inspection, copying, and transcription by authorized representatives of the Administrator of the Wage and Hour Division of the Department of Labor:
- (i) Name, address, and social security number of each employee.
 - (ii) The employee's occupation(s) or classification(s).
 - (iii) The rate or rates of wages paid (including all pay and benefits provided).
 - (iv) The number of daily and weekly hours worked.
 - (v) Any deductions made.
 - (vi) The total wages paid (including all pay and benefits provided) each pay period.
 - (vii) A copy of notifications to employees of the amount of paid sick leave the employee has accrued, as required under 29 CFR 13.5(a)(2).
 - (viii) A copy of employees' requests to use paid sick leave, if in writing, or, if not in writing, any other records reflecting such employee requests.
 - (ix) Dates and amounts of paid sick leave taken by employees (unless the Contractor's paid time off policy satisfies the requirements of E.O. 13706 and 29 CFR part 13 described in 29 CFR 13.5(f)(5), leave shall be designated in records as paid sick leave pursuant to E.O. 13706(d)(3).
 - (x) A copy of any written responses to employees' requests to use paid sick leave, including explanations for any denials of such requests, as required under 29 CFR 13.5(d)(3).
 - (xi) Any records reflecting the certification and documentation the Contractor may require an employee to provide under 29 CFR 13.5(e), including copies of any certification or documentation provided by an employee.
 - (xii) Any other records showing any tracking of or calculations related to an employee's accrual or use of paid sick leave.
 - (xiii) The relevant contract.
 - (xiv) The regular pay and benefits provided to an employee for each use of paid sick leave.
 - (xv) Any financial payment made for unused paid sick leave upon a separation from employment intended, pursuant to 29 CFR 13.5(b)(5), to relieve the Contractor from the obligation to reinstate such paid sick leave as otherwise required by 29 CFR 13.5(b)(4).
- (2)
- (i) If the Contractor wishes to distinguish between an employees' covered and noncovered work, the Contractor shall keep records or other proof reflecting such distinctions. Only if the Contractor adequately segregates the employee's time will time spent on noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. Similarly, only if the Contractor adequately segregates the employee's time may the Contractor properly refuse an employee's request to use paid sick leave on the ground that the employee was scheduled to perform noncovered work during the time he or she asked to use paid sick leave.
 - (ii) If the Contractor estimates covered hours worked by an employee who performs work in connection with contracts covered by the E.O. pursuant to 29 CFR 13.5(a)(i) or (iii), the Contractor shall keep records or other proof of the verifiable information on which such estimates are reasonably based. Only if the Contractor relies on an estimate that is reasonable and based on verifiable information will an employee's time spent in connection with noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. If the Contractor estimates the amount of time an employee spends performing in connection with contracts covered by the E.O., the Contractor shall permit the employee to use his or her paid sick leave during any work time the Contractor.
- (3) In the event the Contractor is not obligated by the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, or the Fair Labor Standards Act to keep records of an employee's hours worked, such as because the employee is exempt from the Fair Labor Standards Act's minimum wage and overtime requirements, and the Contractor chooses to use the assumption permitted by 29 CFR 13.5(a)(1)(iii), the Contractor is excused from the requirement in paragraph (i)(1)(iv) of this clause and 29 CFR 13.25(a)(4) to keep records of the employee's number of daily and weekly hours worked.
- (4)
- (i) Records relating to medical histories or domestic violence, sexual assault, or stalking, created for purposes of E.O. 13706, whether of an employee or an employee's child, parent, spouse, domestic partner, or other individual related by blood or

- affinity whose close association with the employee is the equivalent of a family relationship, shall be maintained as confidential records in separate files/records from the usual personnel files.
- (ii) If the confidentiality requirements of the Genetic Information Nondiscrimination Act of 2008 (GINA), section 503 of the Rehabilitation Act of 1973, and/or the Americans with Disabilities Act (ADA) apply to records or documents created to comply with the recordkeeping requirements in this contract clause, the records and documents shall also be maintained in compliance with the confidentiality requirements of the GINA, section 503 of the Rehabilitation Act of 1973, and/or ADA as described in 29 CFR 1635.9, 41 CFR 60-741.23(d), and 29 CFR 1630.14(c)(1), respectively.
 - (iii) The Contractor shall not disclose any documentation used to verify the need to use 3 or more consecutive days of paid sick leave for the purposes listed in 29 CFR 13.5(c)(1)(iv) (as described in 29 CFR 13.5(c)(1)(ii) and shall maintain confidentiality about any domestic abuse, sexual assault, or stalking, unless the employee consents or when disclosure is required by law.
- (5) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.
 - (6) Nothing in this contract clause limits or otherwise modifies the Contractor's recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, the Family and Medical Leave Act, E.O. 13658, their respective implementing regulations, or any other applicable law.
- (j) **Interference/discrimination.**
- (1) The Contractor shall not in any manner interfere with an employee's accrual or use of paid sick leave as required by E.O. 13706 or 29 CFR part 13. Interference includes, but is not limited to –
 - (i) Miscalculating the amount of paid sick leave an employee has accrued;
 - (ii) Denying or unreasonably delaying a response to a proper request to use paid sick leave;
 - (iii) Discouraging an employee from using paid sick leave;
 - (iv) Reducing an employee's accrued paid sick leave by more than the amount of such leave used;
 - (v) Transferring an employee to work on contracts not covered by the E.O. to prevent the accrual or use of paid sick leave;
 - (vi) Disclosing confidential information contained in certification or other documentation provided to verify the need to use paid sick leave; or
 - (vii) Making the use of paid sick leave contingent on the employee's finding a replacement worker or the fulfillment of the Contractor's operational needs.
 - (2) The Contractor shall not discharge or in any other manner discriminate against any employee for –
 - (i) Using, or attempting to use, paid sick leave as provided for under E.O. 13706 and 29 CFR part 13;
 - (ii) Filing any complaint, initiating any proceeding, or otherwise asserting any right or claim under E.O. 13706 and 29 CFR part 13;
 - (iii) Cooperating in any investigation or testifying in any proceeding under E.O. 13706 and 29 CFR part 13; or
 - (iv) Informing any other person about his or her rights under E.O. 13706 and 29 CFR part 13.
- (k) **Notice.** The Contractor shall notify all employees performing work on or in connection with a contract covered by the E.O. of the paid sick leave requirements of E.O. 13706, 29 CFR part 13, and this clause by posting a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by employees. Contractors that customarily post notices to employees electronically may post the notice electronically, provided such electronic posting is displayed prominently on any website that is maintained by the Contractor, whether external or internal, and customarily used for notices to employees about terms and conditions of employment.
- (l) **Disputes concerning labor standards.** Disputes related to the application of E.O. 13706 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 13. Disputes within the meaning of this contract clause include disputes between the Contractor (or any of its subcontractors) and Bonneville Power Administration, the Department of Labor, or the employees or their representatives.
- (m) **Subcontracts.** The Contractor shall insert the substance of this clause, including this paragraph (m), in all subcontracts, regardless of the dollar value, that are subject to the Service Contract labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

POST AWARD ORIENTATION (14-19)
(SEP 2007)(BPI 14.5.3.3)

The successful offeror will be required to participate in a post award orientation as designated by the Contracting Officer.

COMPUTER FRAUD AND ABUSE ACT (14-21)
(MAR 2018)(BPI 14.14.1)

Unauthorized attempts to upload information and/or change information on this Web site are strictly prohibited and subject to prosecution under the Computer Fraud and Abuse Act of 1986 and Title 18 U.S.C. §.1001 and 1030.

SUBCONTRACTS (14-7)
(MAR 2018)(BPI 14.9.1)

The Contractor shall not subcontract any work without prior approval of the Contracting Officer, except work specifically agreed upon at the time of award. Bonneville reserves the right to approve specific subcontractors for work considered to be particularly sensitive. Consent to subcontract any portion of the contract shall not relieve the contractor of any responsibility under the contract.

CONTRACT ADMINISTRATION REPRESENTATIVES (14-2)
(MAR 2018)(BPI 14.1.5)

- (a) In the administration of this contract, the Contracting Officer may be represented by one or more of the following: Contracting Officer's Representative, Receiving Inspector, and/or Field Inspector for technical matters.
- (b) These representatives are authorized to act on behalf of the Contracting Officer in all matters pertaining to the contract, except: (1) contract modifications that change the contract price, technical requirements or time for performance; (2) suspension or termination of the Contractor's right to proceed, either for default or for convenience of Bonneville; and (3) final decisions on any matters subject to appeal, as provided in a disputes clause. In addition, Field Inspectors may not make final acceptance under the contract.

BANKRUPTCY (14-18)
(OCT 2005)(BPI 14.19.3)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting officers for all Government contracts against final payment has not been made. This obligation remains in effect until final payment under this contract.

CONTRACTOR COMPLIANCE WITH BONNEVILLE POLICIES (15-4)
(MAR 2018)(BPI 15.3.1.1)

- (a) The contractor shall comply with all Bonneville policies affecting the Bonneville workplace environment. Examples of specific policies are:
 - (1) Bonneville Smoking Policy (Bonneville Policy 440-1),
 - (2) Use of Alcoholic Beverages, Narcotics, or Illegal Drug Substances on Bonneville Property or When in Duty Station (BPAM 400/792C),
 - (3) Firearms and Other Weapons (BPAM 1086),
 - (4) Standards of conduct regarding transmission information (BPI 3.2),
 - (5) Identification Badge Program (Bonneville Security Standards Manual, Chapter 200-3)
 - (6) Information Protection (Bonneville Policy 433-1),
 - (7) Safeguards and Security Program (Bonneville Policy 430-1);
 - (8) Managing Access and Access Revocation for NERC CIP Compliance (Bonneville Policy 430-2);
 - (9) Cyber Security Program(Bonneville Policy 434-1),
 - (10) Business Use of Bonneville Technology Services (BPAM Chapter 1110),
 - (11) Prohibition on soliciting or receiving donations for a political campaign while on federal property (18 U.S.C. § 607),
 - (12) Guidance on Violence and Threatening Behavior in the Workplace (DOE G 444-1-1),
 - (13) Inspection of persons, personal property and vehicles (41 CFR § 102-74.370),
 - (14) Preservation of property (41 CFR § 102-74.380),
 - (15) Compliance with Signs and Directions (41 CFR § 102-74.385),
 - (16) Disturbances (41 CFR § 102-74.390),
 - (17) Gambling Prohibited (41 CFR § 102-74.395),
 - (18) Soliciting, Vending and Debt Collection Prohibited (41 CFR § 102-74.410),
 - (19) Posting and Distributing Materials (41 CFR § 102-74.415)

(20) Photographs for News, Advertising or Commercial Purposes (41 CFR § 102-74.420), and

(21) Dogs and Other Animals Prohibited (41 CFR § 102-74.425).

- (b) The contractor shall obtain from the CO information describing the policy requirements. A contractor who fails to enforce workplace policies is subject to suspension or default termination of the contract.

HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (15-6)
(MAR 2018)(BPI 15.4.2)

- (a) The Contractor agrees to submit a Material Safety Data Sheet (Department of Labor Form OSHA-20), as prescribed in Federal Standard No. 313C, for all hazardous material 5 days before delivery of the material whether or not it is listed in Appendix A of the Standard. This obligation applies to all materials delivered under this contract which will involve exposure to hazardous materials or items containing these materials.
- (b) "Hazardous material," as used in this clause, is as defined in Federal Standard, No. 313C, in effect on the date of this contract.
- (c) Neither the requirements of this clause nor any act or failure to act by Bonneville shall relieve the Contractor of any responsibility or liability for the safety of Bonneville, Contractor, or subcontractor personnel or property.
- (d) The Contractor shall comply with applicable Federal, state, and local laws, codes, ordinances, and with regulations (including the obtaining of licenses and permits) in connection with hazardous material.
- (e) The Contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts at any tier (including purchase orders) under this contract involving hazardous material.

CONTRACTOR SAFETY AND HEALTH (15-12)
(MAR 2018)(BPI 15.6.4.1)

- (a) The Contractor shall furnish a place of employment that is free from recognized hazards that cause or have the potential to cause death or serious physical harm to employees; and shall comply with occupational safety and health standards promulgated under the Occupational Safety and Health Act of 1970 (Public Law 91-598). Contractor employees shall comply with occupational safety and health standards and all rules, regulations, and orders issued pursuant to this Act which are applicable to their own actions and conduct.
- (1) All construction contractors working on contracts in excess of \$100,000 shall comply with Department of Labor Contract Work Hours and Safety Standards (40 U.S.C. § 3701 et seq.).
- (2) The Contractor shall comply with:
- (i) National Fire Protection Association (NFPA) National Fire Codes for fire prevention and protection applicable to the work or facility being occupied or constructed;
 - (ii) NFPA 70E, *Standard for Electrical Safety in the Workplace*;
 - (iii) American Conference of Governmental Industrial Hygiene *Threshold Limit Values for Chemical Substances and Physical Agents* and Biological Exposure Indices; and,
 - (iv) Any additional safety and health measures identified by the Contracting Officer.

This clause does not relieve the Contractor from complying with any additional specific or corporate safety and health requirements that it determines to be necessary to protect the safety and health of employees.

- (b) The Contractor bears sole responsibility for ensuring that all contractor's workers performing contract work possess the necessary knowledge and skills to perform the work correctly and safely. The Contractor shall make any training and certification records necessary to demonstrate compliance with this requirement available for review upon request by Bonneville.
- (c) The Contractor shall hold Bonneville and any other owners of the site of work harmless from any and all suits, actions, and claims for injuries to or death of persons arising from any act or omission of the Contractor, its subcontractors, or any employee of the Contractor or subcontractors, in any way related to the work under this contract.
- (d) The Contractor shall immediately notify the Contracting Officer (CO), the Contracting Officer's Representative (COR), and the Safety Office by telephone at (360) 418-2397 of any death, injury, occupational disease or near miss arising from or incident to performance of work under this contract.
- (1) The Bonneville Safety Office business hours are 7:00 AM to 4:00 PM Pacific Time. If the Safety Office Officials are not available to take the phone call the contractor shall leave a voicemail that includes the details of the event, and the Contractor's contact information. The Contractor shall periodically repeat the phone call to the Safety Office until the Contractor is able to speak directly with a Bonneville Safety Official.
- (2) The Contractor shall follow up each phone call notification with an email to SafetyNotification@bpa.gov immediately for any fatality or within 24 hours for non-fatal events.
- (3) The Contractor shall complete Bonneville form 6410.15e Contractor's Report of Personal Injury, Illness, or Property Damage Accident and submit the form to the CO, COR, and Safety Office within five (5) working days of such an occurrence. The Contractor shall include photographs and witness statements with the report.

- (4) In the case of a Near Miss Incident that does not involve injury, illness, or property damage, the Contractor shall complete Bonneville Form 6410.18e Contractor's Report of Incident/Near Miss and submit the form to the CO, COR, and Safety Office within five (5) working days of such an occurrence. The Contractor shall include photographs and witness statements with the report.
- (c) Notification of Imminent Danger and Workers Right to Decline Work
 - (1) All workers, including contractors and Bonneville employees, are responsible for identifying and notifying other workers in the affected area of imminent danger at the site of work. Imminent danger is any condition or practice that poses a danger that could reasonably be expected to cause death or severe physical hardship before the imminence of such danger could be eliminated through normal procedures.
 - (2) A contract worker has the right to ask, without reprisal, their onsite management and other workers to review safe work procedures and consider other alternatives before proceeding with a work procedure. Reprisal means any action taken against an employee in response to, or in revenge for, the employee having raised, in good faith, reasonable concerns about a safety and health aspect of the work required by the contract.
 - (3) A contract worker has the right to decline to perform tasks, without reprisal, that will endanger the safety and health of themselves or of other workers.
 - (4) The Contractor shall establish procedures that allow workers to cease or decline work that may threaten the safety and health of the worker or other workers.
- (f) Bonneville encourages all contractor workers to raise safety and health concerns as a way to identify and control safety hazards. The Contractor shall develop and communicate a formal procedure for submittal, resolution, and communication of resolution and corrective action to the worker submitting the concern. The procedure shall (1) encourage workers to identify safety and health concerns directly to their supervisor and employer using the employer's reporting process; and (2) inform workers that they may raise safety concerns to Bonneville or the State OSHA. Workers may notify the Safety Office at (360) 418-2397 if the employer's work process does not resolve the worker's safety and health concern. Bonneville may coordinate the response to a contractor worker's safety and health concerns with the State OSHA when necessary to facilitate resolution.
- (g) Bonneville employees may direct the contractor to stop a work activity due to safety and health concerns. The Bonneville employee shall notify the Contractor orally with written confirmation, and request immediate initiation of corrective action. After receipt of the notice the Contractor shall immediately take corrective action to eliminate or mitigate the safety and health concern. When a Bonneville employee stops a work activity due to a safety and health concern the Contractor shall immediately notify the CO, provide a description of the event, and identify the Bonneville employee that halted the work activity. The Contractor shall not resume the stopped work activity until authorization to resume work is issued by a Bonneville Safety Official. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule when Bonneville stops a work activity due to safety and health concerns that occurred under the Contractor's control.
- (h) The Contractor shall keep a record of total monthly labor hours worked at the site of work. The Contractor shall include a separate calculation of the monthly total labor hours for each subcontractor in the contractor's monthly data. Upon request by the CO, COR or Bonneville Safety Office, the Contractor shall provide the total labor hours for a completed month to Bonneville no later than the 15th calendar day of the following month. The requestor shall identify the required reporting format and procedures.
- (i) The Contractor shall include this clause, including paragraph (i) in subcontracts. The Contractor may make appropriate changes in the designation of the parties to reflect the prime contractor--subcontractor arrangement. The Contractor is responsible for enforcing subcontractor compliance with this clause.

CONTRACTOR SAFETY AND HEALTH REQUIREMENTS (15-13)
(MAR 2018)(BPI 15.6.4.1)

- (a) The Contractor shall prepare a site specific safety plan (SSSP) and submit the SSSP to the Contracting Officer (CO) or the CO's designee. The Contractor is prohibited from performing on site work without written authorization from the CO. The CO is prohibited from issuing an authorization to proceed with on-site work until the Bonneville Safety Office has reviewed the SSSP and any concerns are resolved.
- (b) The Contractor shall follow the work procedures provided in the *Contractor Safety and Health Requirements for Prime and Subcontractors*. The full text of the *Contractor Safety and Health Requirements for Prime and Subcontractors* is available at <http://www.bpa.gov/Doing%20Business/purchase/Pages/default.aspx>.
- (c) The Contractor shall include this clause in all subcontracts.

SCREENING REQUIREMENTS FOR PERSONNEL HAVING ACCESS TO BONNEVILLE FACILITIES (15-15)
(MAR 2018) (BPI 15.7.2.1)

- (a) The following definitions shall apply to this contract:
 - (1) "Access" means the ability to enter Bonneville facilities as a direct or indirect result of the work required under this contract.
 - (2) "Sensitive unclassified information" means information requiring a degree of protection due to the risk and magnitude of loss or harm that could result from inadvertent or deliberate disclosures, alteration, or restriction. Sensitive unclassified information may include, but is not limited to: personnel data maintained in systems or records subject to the Privacy Act of 1974, Pub. L. 93-579 (5 U.S.C. 552a); proprietary business data (18 U.S.C. 1905) and the Freedom of Information Act (5 U.S.C. 552); unclassified

controlled information (42 U.S.C. 2168, DOE Order 471.3), and critical infrastructure information, energy supply data; economic forecasts; and financial data.

- (b) Bonneville personnel screening activities are based on the Homeland Security Presidential Directive 12 (HSPD-12), and DOE rules and guidance as implemented at Bonneville. The background screening process to be conducted by the Office of Personnel Management is called a National Agency Check with Inquiries (NACI). The results of the NACI process will provide Bonneville with information to determine an individual's initial eligibility or continued eligibility for access to Bonneville facilities including IT access. Such a determination shall not be construed as a substitute for determining whether an individual is technically suitable for employment.
- (c) The contractor is responsible for protecting Bonneville property during contract performance, including sensitive unclassified data. Effective October 27, 2005, all new-hire contract employees expected to work at federal facilities for six or more consecutive months must be screened according to HSPD-12. To initiate the federal screening process discussed in paragraph (b) above, the contractor shall ensure that all prospective contract employees present the required forms of personal identification and complete SF85 - Questionnaire for Non Sensitive Positions and submit it to Bonneville for processing. All contract employees on board prior to that date will be screened in phases according to length of service. Rescreenings of longer term contract employees will occur at periodic intervals, generally of five years.
- (d) As part of the NACI, the government's determination of approval for an individual's access shall be at least based upon criteria listed below. However, the contractor also has a responsibility to affirm that permitting the individual access to Bonneville facilities and/or computer systems is an acceptable risk which will not lead to improper use, manipulation, alteration, or destruction of Bonneville property or data, including unauthorized disclosure. Positive findings in any of these areas shall be sufficient grounds to deny access.
 - (1) Any behavior, activities, or associations which may show the individual is not reliable or trustworthy;
 - (2) Any deliberate misrepresentations, falsifications, or omissions of material facts;
 - (3) Any criminal, dishonest or immoral conduct (as defined by local Law), or substance abuse; or
 - (4) Any illness, including any mental condition, of a nature which, in the opinion of competent medical authority, may cause significant defect in the judgment or reliability of the employee, with due regard to the transient or continuing effect of the illness and the medical findings in such case.
- (e) If the NACI screening process described above prompts a determination to disapprove access, Bonneville shall notify the contractor, who will then inform the individual of the determination and the reasons therefor. The contractor shall afford the individual an opportunity to refute or rebut the information that has formed the basis for the initial determination, according to the appeal process prescribed by HSPD-12 and supplemental implementing guidance.
- (f) If the individual is granted access, the individual's employment records or personnel file shall contain a copy of the final determination as described in paragraph (e) above and the basis for the determination. The contractor shall conduct periodic reviews of the individual's employment records or personnel file to reaffirm the individual's continued suitability for access. The reviews should occur annually, or more often as appropriate or necessary. If the contractor becomes aware of any new information that could alter the individuals' continued eligibility for approved access, the contractor shall notify the COR immediately.
- (g) If a security clearance is required, then the applicant's job qualifications and suitability must be established prior to the submission of a security clearance request to DOE. In the event that an applicant is specifically hired for a position that requires a security clearance, then the applicant shall not be placed in that position until a security clearance is granted by DOE.
- (h) In addition to the requirements described elsewhere in this clause, all contractor employees who may be accessing any of Bonneville's information resources must participate annually in a Bonneville-furnished information resources security training course.
- (i) The contractor is responsible for obtaining from its employees any Bonneville-issued identification and/or access cards immediately upon termination of an employee's employment with the contractor, and for returning it to the COR, who will forward it to Security Management.
- (j) The substance of this clause shall be included in any subcontracts in which the subcontractor employees will have access to Bonneville facilities and/or computer systems.

ACCESS TO BONNEVILLE FACILITIES AND COMPUTER SYSTEMS (15-16)
(MAR 2018)(BPI 15.8.3)

- (a) Contract workers with unescorted physical access to a Bonneville facility and/or computer system shall follow the applicable procedures and requirements:
 - (1) Bonneville Policy 434-1: Cyber Security Program;
 - (2) Bonneville Policy 430-2: Managing Access and Access Revocation for NERC CIP Compliance;
 - (3) Bonneville Policy 433-1: Information Security;
 - (4) Bonneville Control Center document, Dittmer Control Center Access – Frequently Asked Questions;
 - (5) If unescorted access to energized facilities, Bonneville Substation Operations Rules of Conduct Handbook: Policies and Procedures, Permits, Energized Access, and Clearance Certifications; and
 - (6) Additional requirements and procedures may be included in the statement of work and the technical specifications.

(b) Notifying Bonneville of Contractor Personnel Changes:

- (1) The Contractor shall notify Bonneville within four (4) hours when a worker with unescorted physical access to a Bonneville facility or computer system is re-assigned to non-Bonneville work, terminates their employment with the contractor, or is removed for cause.
- (2) The Contractor shall send notification to Bonneville Security Services by email to Revoke@bpa.gov or call (503) 230-3779 to provide notification.
- (3) The Contractor shall provide written notification to the Contracting Officer, and if assigned the Contracting Officer's Representative, confirming that notification required in the above subsection (2) occurred and surrender the physical badge and computer access assets within 24 hours.

(c) The provisions of this clause shall be included in all subcontracts where workers have unescorted access to Bonneville facilities or computer system access.

INFORMATION ASSURANCE (15-17)
(MAR 2018) (BPI 15.9.4)

- (a) In performance of this contract, the Contractor shall protect all information, data and information systems under its management and control at all times commensurate with the risk and magnitude of harm that could result to Federal security interests and Bonneville's missions and programs resulting from a loss or unauthorized disclosure of confidentiality, availability, and integrity of information, data or systems.
- (b) At a minimum, the Contractor shall safeguard Bonneville's information, data or systems commensurate with the minimum protection requirements set forth by the National Institute of Standards and Technology (NIST) in the Federal Information Processing Standard (FIPS) Publication 199 for a "low" categorization. If the contract Statement of Work or specifications document identifies a higher categorization of either "moderate" or "high", the contractor shall additionally comply with the requirements identified for the higher categorization in the Statement of Work or specifications document
- (c) The Bonneville Chief Information Officer (CIO), or representative, shall have the right to examine, audit, and reproduce any of the Contractor's pertinent information security and/or data security plan or program.
- (d) The Contractor, at its sole expense, shall address and correct any deficiencies and/or noncompliance with the terms of the contract as identified by Bonneville.
- (e) The Contractor shall include the requirements of this clause 15-17 in all subcontracts.

HOMELAND SECURITY (15-18)
(MAR 2018) (BPI 15.10.3)

- (a) If any portion of the Contractor's maintenance or support service is located in a foreign country, then the Contractor will disclose those foreign countries to Bonneville to determine if the foreign country is on the Sensitive Country List or is a Terrorist Country as determined by the United States Department of State. Bonneville will notify the Contractor in writing whether or not it can allow an intangible export of Bonneville's Critical Information or if a Deemed Export License is required.
- (b) The Contractor shall notify the CO in writing in advance of any consultation with a foreign national or other third party that would expose them to Bonneville Critical Information. Bonneville will approve or reject consultation with the third party.
- (c) Notification of Security Incident. The Contractor shall immediately notify Bonneville's Office of the Chief Information Officer (OCIO) Chief Information Security Officer (CISO) of any security incident and cooperate with Bonneville in investigating and resolving the security incident. In the event of a security incident, the Contractor shall notify the CISO by telephone at 503-230-5088 and ask for a Cyber Security Officer. Bonneville may also provide in writing to the Contractor alternate phone numbers for contacting Cyber Security Officers. A call back voice message may be left but not the details of the Security Incident.

WORK ON A GOVERNMENT INSTALLATION (16-7)
(MAR 2018) (BPI 16.4.8.1)

- (a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in this contract.
- (b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective –
 - (1) For such period as the laws of the State in which this contract is performed prescribe; or
 - (2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.
- (c) Each insurance policy required under this contract, other than workers' compensation insurance, shall contain an endorsement naming the United States as an additional insured with respect to operations performed under this contract. The insurance carrier is required to waive all subrogation rights against any of the named insured.
- (d) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or

elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

MINIMUM INSURANCE COVERAGE (16-8)
(MAR 2018) (BPI 16.4.8.2)

The Contractor shall obtain and maintain insurance coverage as follows for the performance of this contract.

- (a) Workers' compensation and employer's liability. Worker's compensation and employer's liability insurance as required by applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with the Contractor's commercial operations that it would not be practical to require this coverage. The employer's liability coverage shall be at least \$1,000,000, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.
- (b) Commercial general liability. Comprehensive general (bodily injury) liability insurance of at least \$2,000,000 per occurrence.
- (c) Excess / Umbrella general liability insurance of at least \$5,000,000
- (d) Automobile liability. Motor vehicle liability insurance written on the comprehensive form of policy which provides for bodily injury and property damage liability covering the operation of all motor vehicles used in connection with performing the contract. Policies covering motor vehicles operated in the United States shall provide coverage of at least \$2,000,000 per occurrence. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.
- (e) The Contractor's policy shall be primary and shall not seek any contribution from any insurance or self-insurance programs of Bonneville. The Contractor's insurance certificate shall contain a waiver of subrogation in favor of Bonneville. Where allowable, Contractor's insurance will name Bonneville and its agents, officers, directors and employees as additional insured's.

NONDISCLOSURE DURING CONTRACT PERFORMANCE (17-22)
(MAR 2018)(BPI 17.6.2.2.2)

- (a) During the term of this contract, Contractor may disclose sensitive, confidential or for official use only information ("Information"), to Bonneville. Information shall mean any information that is owned or controlled by Contractor and not generally available to the public, including but not limited to performance, sales, financial, contractual and marketing information, and ideas, technical data and concepts. It also includes information of third parties in possession of Contractor that Contractor is obligated to maintain in confidence. Information may be in intangible form, such as unrecorded knowledge, ideas or concepts or information communicated orally or by visual observation, or may be embodied in tangible form, such as a document. The term "document" includes written memoranda, drawings, training materials, specifications, notebook entries, photographs, graphic representations, firmware, computer information or software, information communicated by other electronic or magnetic media, or models. All such Information disclosed in written or tangible form shall be marked in a prominent location to indicate that it is the confidential information of the Contractor. Information which is disclosed verbally or visually shall be followed within ten (10) days by a written description of the Information disclosed and sent to Bonneville.
- (b) Bonneville shall hold Contractor's Information in confidence and shall take all reasonable steps to prevent any unauthorized possession, use, copying, transfer or disclosure of such Information. Bonneville shall give such Information at least such protection as Bonneville gives its own information and data of the same general type, but in no event less than reasonable protection. Bonneville shall not use or make copies of the Contractor's Information for any purpose other than as contemplated by the terms of this contract. Bonneville shall not disclose the Contractor's Information to any person other than those of Bonneville's employees, agents, consultants, contractors and subcontractors who have a verifiable need to know in connection with this contract or as required pursuant to the Freedom of Information Act (FOIA). Bonneville shall, by written contract, require each person to whom, or entity to which, it discloses Contractor's Information to give such Information at least such protection as Bonneville itself is required to give such Information under this contract. Bonneville's confidentiality obligations hereunder shall not apply to any portion of Contractor's Information which:
 - (1) has become a matter of public knowledge other than through an act or omission of the Bonneville;
 - (2) has been made known to Bonneville by a third party in accordance with such third party's legal rights without any restriction on disclosure;
 - (3) was in the possession of Bonneville prior to the disclosure of such Information by the Contractor and was not acquired directly or indirectly from the other party or any person or entity in a relationship of trust and confidence with the other party with respect to such Information;
 - (4) Bonneville is required by law to disclose, or is subject to FOIA;
 - (5) has been independently developed by Bonneville from information not defined as "Information" in this contract; or
 - (6) is subject to disclosure pursuant to the Freedom of Information Act (FOIA).
- (c) Bonneville shall return or destroy at the Contractor's direction, all Information (including all copies thereof) to the Contractor promptly upon the earliest of any termination of this contract or the Contractor's written request.

CONTRACTOR USE OF GOVERNMENT-OWNED VEHICLES (19-3)
(MAR 2018)(BPI 19.8.1)

In those instances where Bonneville provides access to sources of Government-owned vehicles for the Contractor's use, the Contractor agrees to indemnify and save and hold harmless Bonneville from any and all claims and damages or other costs where Bonneville was not at fault.

RELEASE OF CLAIMS (21-4)
(MAR 2018)(BPI 21.3.10.1)

After completion of work, and prior to final payment, the Contracting Officer may, at his or her option, require the Contractor to furnish a release of claims against Bonneville arising out of the contract, other than claims specifically excepted from the operation of the release.

CONTINUITY OF SERVICES (23-1)
(MAR 2018)(BPI 23.1.7)

- (a) The Contractor recognizes that the services under this contract are vital to Bonneville and must be continued without interruption and that, upon contract expiration, a successor, either Bonneville or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- (b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 60 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at a high level of proficiency.
- (c) The Contractor shall also disclose necessary personnel records and allow the successor to conduct on-site interviews. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.
- (d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

KEY PERSONNEL (23-2)
(SEP 1998)(BPI 23.1.7)

The personnel listed below are considered to be essential to the work being performed hereunder. No diversion shall be made by the Contractor without the written consent of the Contracting Officer.

(b) (4), (b) (6)

Contract Manager

Regional Manager

UNIT 4 — STATEMENT OF WORK

See attached F1 Statement of Work

**MEMORANDUM OF UNDERSTANDING BETWEEN INTER-CON SECURITY SYSTEMS,
INC. AND SERVICE EMPLOYEES' INTERNATIONAL UNION (SEIU), LOCAL 49 AND
LOCAL 6**

INTER-CON SECURITY SYSTEMS, INC. (the "Company") and SERVICE EMPLOYEES INTERNATIONAL UNION ("SEIU") AND ITS LOCAL NOS. 49 AND 6 (collectively, the "Union" and jointly the "Parties") agree to the following Memorandum of Understanding ("MOU") modifying the Collective Bargaining Agreement currently in effect between the Parties.

WHEREAS, the Parties entered into and presently operate under a Collective Bargaining Agreement effective August 19, 2019, through September 30, 2023 (the "CBA");

WHEREAS, the Parties engaged in collective bargaining during the period of July 19, 2023 through August 9, 2023 to negotiate a successor collective bargaining agreement;

WHEREAS, on or about August 11, 2023, the Parties agreed to the terms memorialized in this MOU and agreed to extend the termination date of the CBA from September 30, 2023 to September 30, 2024;

WHEREAS, the Company and Union have agreed to continue negotiations and implement any subsequent economic changes to the CBA agreed upon by both Parties on the earlier of (i) the commencement date of successor contract to Contract Number 0063659 between Inter-Con Security Systems, Inc. and the Bonneville Power Administration ("Contract"); or (ii) the commencement date of any amendment to the Contract which materially amends the Contract and extends its existing term by no less than three (3) years; and,

WHEREAS, the Company and the Union agree that all sections and provisions of the CBA not modified by this MOU shall remain in effect and unchanged.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

- I. ARTICLE 15: WAGES, Section I. This section shall be deleted in its entirety and replaced with the following (in italicized font):

Wages will be paid and become effective as depicted below:

	<u>Current</u>	<u>Beginning 10/1/23</u>
<i>Lieutenant</i>	(b) (4)	
<i>AMS/NERC & CIP</i>		
<i>Security Officer</i>		

- II. ARTICLE 16: HOLIDAYS, Section 1. This section shall be deleted in its entirety and replaced with the following (in italicized font):

Whenever the term "holiday" is used, it shall mean: New Year's Day, Martin Luther King's Birthday, Washington's Birthday, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

- III. ARTICLE 17: VACATION, Section 1. The last paragraph of this section shall be deleted in its entirety and replaced with the following paragraph (in italicized font):

Vacations shall be paid at the Employee's regular straight time hourly rate of pay. For Employees who work multiple classifications, vacation shall be paid at the higher rate of pay.

- IV. ARTICLE 21: HEALTH AND WELFARE BENEFITS. The ninth paragraph of this section shall be deleted in its entirety and replaced with the following paragraph (in italicized font):

The amount of H&W that will be used to pay the cost of "Employee Plus Child," "Employee Plus Spouse," or "Employee Plus Family" major medical plans will be established prior to open enrollment and communicated to the Union along with other Plan offerings. For 2024, the amount of H&W that will be used for "Employee Plus Child," "Employee Plus Spouse," or "Employee Plus Family" major medical plans will be one thousand dollars (\$1,000).

- V. APPENDIX A, Employer Contributions to the Employee Health & Welfare. This Appendix shall be deleted in its entirety and replaced with the following (in italicized font):

H&W per Straight Time Hour (Up to 40 per week)

<u>Effective Date</u>	<u>Current</u>	<u>10/1/23</u>
<u>Amount</u>	(b) (4)	

IN WITNESS WHEREOF, the Parties have caused their representatives to sign this MOU as full acknowledgment of their intention to be bound by MOU.

INTER-CON SECURITY SYSTEMS, INC.

(b) (6)
BY: [REDACTED]

TITLE: Chief Operating Officer

DATE: 8/10/23

SEIU LOCAL 49

(b) (6)
BY: [REDACTED]

TITLE: Executive Director, SEIU Local 49

DATE: 8/10/23

SEIU LOCAL 6

(b) (6)
BY: [REDACTED]

TITLE: Vice President, SEIU 6

DATE: 8/14/23

From: (b) (6) E <(b) (6)@l.doe.gov>
Sent: Wednesday, October 4, 2023 2:12 PM
To: Laylo, Sarah M (BPA) - NS-4400-LL
Cc: Bell, Kevin (BPA) - LG-7; Arthurs, Neil E (BPA) - NNT-MODD
Subject: RE: [EXTERNAL] RE: Video Footage and Guard Contract

Thanks, will do.

From: Laylo, Sarah M (BPA) - NS-4400-LL <smlaylo@bpa.gov>
Sent: Wednesday, October 4, 2023 2:12 PM
To: (b) (6) E <(b) (6)@l.doe.gov>
Cc: Bell, Kevin (BPA) - LG-7 <wkbell@bpa.gov>; Arthurs, Neil E (BPA) - NNT-MODD <nearthurs@bpa.gov>
Subject: FW: [EXTERNAL] RE: Video Footage and Guard Contract

(b) (6)

Attached is the un-redacted version of our contract with the security contractor. I know we already said it, but just to dot my "i" and cross my "t," please make sure you get approval from BPA on any further dissemination. :)

Thank you!

Sarah Laylo

Chief Security and Continuity Officer

BONNEVILLE POWER ADMINISTRATION

bpa.gov | C (b) (6)



From: Peterson, Melissa J (BPA) - NSSF-4400-2 <mjpeterson@bpa.gov>
Sent: Wednesday, October 4, 2023 2:08 PM
To: Laylo, Sarah M (BPA) - NS-4400-LL <smlaylo@bpa.gov>; Bell, Kevin (BPA) - LG-7 <wkbell@bpa.gov>
Cc: Arthurs, Neil E (BPA) - NNT-MODD <nearthurs@bpa.gov>
Subject: RE: [EXTERNAL] RE: Video Footage and Guard Contract

Hi Sarah, please see attached.

Melissa J. Peterson

Team Lead | Contracting Officer (NSSF) | Corporate & Infrastructure | Facilities | Technology Team

Secretary: Military Veterans Resource Group (MVRG)

Recorder: Pluralism Council (PC)

BONNEVILLE POWER ADMINISTRATION | U.S. DOE

bpa.gov | P 360.949.3952 | C (b) (6) E mjpeterson@bpa.gov

INTEGRITY | KINDNESS | ENTHUSIASM | CONSISTENCY | FUN

From: Laylo, Sarah M (BPA) - NS-4400-LL <smlaylo@bpa.gov>
Sent: Wednesday, October 4, 2023 2:07 PM
To: Bell, Kevin (BPA) - LG-7 <wkbell@bpa.gov>; Peterson, Melissa J (BPA) - NSSF-4400-2 <mjpeterson@bpa.gov>
Cc: Arthurs, Neil E (BPA) - NNT-MODD <nearthurs@bpa.gov>
Subject: FW: [EXTERNAL] RE: Video Footage and Guard Contract

I need to send the DOE IG an unredacted version... They will not distro that outside of the IG...

Sarah Laylo

Chief Security and Continuity Officer

BONNEVILLE POWER ADMINISTRATION

bpa.gov | C (b) (6)



From: (b) (6) E <(b) (6)@rl.doe.gov>

Sent: Wednesday, October 4, 2023 2:05 PM

To: Laylo, Sarah M (BPA) - NS-4400-LL <smlaylo@bpa.gov>

Subject: [EXTERNAL] RE: Video Footage and Guard Contract

Thanks. Can you please send an unredacted version? That version is needed for the OIG case file and will not be distributed outside DOE-OIG. Thanks,

(b) (6)

From: Laylo, Sarah M (BPA) - NS-4400-LL <smlaylo@bpa.gov>

Sent: Wednesday, October 4, 2023 1:22 PM

To: (b) (6) E <(b) (6)@rl.doe.gov>

Cc: Arthurs, Neil E (BPA) - NNT-MODD <nearthurs@bpa.gov>; Bell, Kevin (BPA) - LG-7 <wkbell@bpa.gov>

Subject: FW: Video Footage and Guard Contract

Hi (b) (6)

Attached is the copy of our contract with our security vendor. This is for official use and any further distribution needs to be approved by BPA. This version can be provided to Spokane County Sheriff's Office in support of their active investigation. I ask that they are reminded that any further sharing of this document is not allowed without approval by BPA.

V/R,
Sarah

Sarah Laylo

Chief Security and Continuity Officer

BONNEVILLE POWER ADMINISTRATION

bpa.gov | C (b) (6)



From: Peterson, Melissa J (BPA) - NSSF-4400-2 <mjpeterson@bpa.gov>

Sent: Wednesday, October 4, 2023 1:03 PM

To: Laylo, Sarah M (BPA) - NS-4400-LL <smlaylo@bpa.gov>; Bell, Kevin (BPA) - LG-7 <wkbell@bpa.gov>

Cc: Reiter, Anthony J (BPA) - NNT-MODD <ajreiter@bpa.gov>; Arthurs, Neil E (BPA) - NNT-MODD <nearthurs@bpa.gov>

Subject: RE: Video Footage and Guard Contract

Afternoon,

Attached is a copy of the contract (Modification 015), I have redacted all vendor labor rates. Please let me know if anything additional is needed.

Melissa J. Peterson

Team Lead | Contracting Officer (NSSF) | Corporate & Infrastructure | Facilities | Technology Team

Secretary: Military Veterans Resource Group (MVRG)
Recorder: Pluralism Council (PC)
[BONNEVILLE POWER ADMINISTRATION](#) | U.S. DOE
[bpa.gov](#) | P 360.949.3952 | C (b) (6) | E mjpeterston@bpa.gov
INTEGRITY | KINDNESS | ENTHUSIASM | CONSISTENCY | FUN

From: Laylo, Sarah M (BPA) - NS-4400-LL <smlaylo@bpa.gov>
Sent: Wednesday, October 4, 2023 11:27 AM
To: Peterson, Melissa J (BPA) - NSSF-4400-2 <mjpeterston@bpa.gov>; Bell, Kevin (BPA) - LG-7 <wkbell@bpa.gov>
Cc: Reiter, Anthony J (BPA) - NNT-MODD <ajreiter@bpa.gov>; Arthurs, Neil E (BPA) - NNT-MODD <nearthurs@bpa.gov>
Subject: RE: Video Footage and Guard Contract

Hi Melissa and Kevin!

I just wanted to see if OGC has had a chance to provide guidance on what we need to do in order to provide a copy of the contract to DOE IG and to SCSO. I do need to close the loop with them sooner rather than later. Also, just FYI, our IG contact let us know that a version of the contract from 2021 is posted on our website (due to a FOIA request). It is redacted. I don't know if that changes anything, but I imagine that there will be interest in that document due to the circumstances.

V/R,
Sarah

Sarah Laylo
Chief Security and Continuity Officer
[BONNEVILLE POWER ADMINISTRATION](#)
[bpa.gov](#) | C (b) (6)


From: Peterson, Melissa J (BPA) - NSSF-4400-2 <mjpeterston@bpa.gov>
Sent: Tuesday, October 3, 2023 7:57 AM
To: Laylo, Sarah M (BPA) - NS-4400-LL <smlaylo@bpa.gov>; Bell, Kevin (BPA) - LG-7 <wkbell@bpa.gov>
Cc: Reiter, Anthony J (BPA) - NNT-MODD <ajreiter@bpa.gov>
Subject: RE: Video Footage and Guard Contract

Good morning Sarah,

I am hesitant to provide a 3rd party a copy of the contract without review and guidance from legal. Nondisclosure during contract performance(17-22) is present in this contract. Since the request is not through FOIA, I am hoping legal can provide more guidance of any required redactions, prior to issuance.

Melissa J. Peterson
Team Lead | Contracting Officer (NSSF) | Corporate & Infrastructure | Facilities | Technology Team
Secretary: Military Veterans Resource Group (MVRG)
Recorder: Pluralism Council (PC)
[BONNEVILLE POWER ADMINISTRATION](#) | U.S. DOE
[bpa.gov](#) | P 360.949.3952 | C (b) (6) | E mjpeterston@bpa.gov
INTEGRITY | KINDNESS | ENTHUSIASM | CONSISTENCY | FUN

From: Laylo, Sarah M (BPA) - NS-4400-LL <smlaylo@bpa.gov>
Sent: Monday, October 2, 2023 4:16 PM
To: Peterson, Melissa J (BPA) - NSSF-4400-2 <mjpeterston@bpa.gov>; Bell, Kevin (BPA) - LG-7 <wkbell@bpa.gov>
Cc: Reiter, Anthony J (BPA) - NNT-MODD <ajreiter@bpa.gov>
Subject: RE: Video Footage and Guard Contract

Hey all!

I talked with the detective from the sheriff's office (the one who needs the contract). He just needs to have it for the file to document that InterCon was contracted by BPA.

V/R,
Sarah

Sarah Laylo

Chief Security and Continuity Officer

BONNEVILLE POWER ADMINISTRATION

bpa.gov | C (b) (6)



From: Peterson, Melissa J (BPA) - NSSF-4400-2 <mjpeterson@bpa.gov>

Sent: Monday, October 2, 2023 2:09 PM

To: Bell, Kevin (BPA) - LG-7 <wkbell@bpa.gov>; Laylo, Sarah M (BPA) - NS-4400-LL <smlaylo@bpa.gov>

Cc: Reiter, Anthony J (BPA) - NNT-MODD <ajreiter@bpa.gov>

Subject: Video Footage and Guard Contract

Good afternoon Kevin/Sarah,

Below indicates that the contract would require redaction prior to being sent to DOE. I am curious as to what information would require redaction (*labor rate?*). Attached is the most current version of the contract. DOE indicates they require a non-redacted version. . . any assistance is appreciated.

Melissa J. Peterson

Team Lead | Contracting Officer (NSSF) | Corporate & Infrastructure | Facilities | Technology Team

Secretary: Military Veterans Resource Group (MVRG)

Recorder: Pluralism Council (PC)

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bpa.gov | P 360.949.3952 | C (b) (6) | E mjpeterson@bpa.gov

INTEGRITY | KINDNESS | ENTHUSIASM | CONSISTENCY | FUN

From: (b) (6) E <(b) (6)@rl.doe.gov>

Sent: Monday, October 2, 2023 1:58 PM

To: West, Kevin L (BPA) - NNT-MEAD <klwest@bpa.gov>; Reiter, Anthony J (BPA) - NNT-MODD <ajreiter@bpa.gov>;

Peterson, Melissa J (BPA) - NSSF-4400-2 <mjpeterson@bpa.gov>

Subject: [EXTERNAL] RE: [EXTERNAL] Video Footage and Guard Contract

Kevin,

Thanks for the info. I've met Anthony and Melissa from our travels to the west side. Good to work with you both again! Regarding the contracts, post orders etc., my agency will need those unredacted. We completely understand the need for sensitivity for the version that needs to be released to Spokane CO SO. If you send me both versions, I will ensure the lead detective gets Kevin Bell's redacted version.

(b) (6)

From: West, Kevin L (BPA) - NNT-MEAD <klwest@bpa.gov>

Sent: Monday, October 2, 2023 1:34 PM

To: (b) (6) E <(b) (6)@rl.doe.gov>; Reiter, Anthony J (BPA) - NNT-MODD <ajreiter@bpa.gov>;

Peterson, Melissa J (BPA) - NSSF-4400-2 <mjpeterson@bpa.gov>

Subject: [EXTERNAL]Video Footage and Guard Contract

Importance: High

(b) (6)

I obtained some thumb drives; our officers will download all available video footage capturing the event as well as the event that led up to the shooting. Once I have that information ready, we can send one to Spokane County and one over to you.

Additionally, I am introducing you to Anthony Reiter, the COR for the guard contract and Melissa Peterson, the CO for the guard contract. Regarding getting a copy of the InterCon Contract and Post Orders for Munro, I will have to send you over to Anthony and Melissa. Our Chief of Security, Sarah Laylo stated she contacted Legal, Kevin Bell, and they concluded there would need to be some redaction of proprietary information.

Melissa and Anthony, at your convenience could you please reach out to (b) (6)? I am attaching his contact information below.

(b) (6)

Special Agent

United States Department of Energy
Office of Inspector General
Office of Investigations
Western Field Office, Region 6 (Richland)
1838 Terminal Drive
Richland, WA 99354

(b) (6)

Kevin L West
Physical Security Specialist
U.S. Dept. of Energy, Bonneville Power Administration
Office: 509-822-4542
Cell: (b) (6)
E-mail: klwest@bpa.gov

This message originated from an external sender. Use caution when clicking on links or opening attachments.

From: Wingert, Kevin M (BPA) - DKP-7
Sent: Wednesday, October 4, 2023 2:39 PM
To: Laylo, Sarah M (BPA) - NS-4400-LL
Subject: RE: Additional thoughts

Thank you, Sarah. That's good context and helpful. I'll let our media folks know that you all are working on some additional information along these lines.

Very Respectfully,

Kevin Wingert

Communications | Media Relations | Policy

BONNEVILLE POWER ADMINISTRATION

bpa.gov | P 503-230-4140 | C (b) (6)



From: Laylo, Sarah M (BPA) - NS-4400-LL <smlaylo@bpa.gov>
Sent: Wednesday, October 4, 2023 2:36 PM
To: Wingert, Kevin M (BPA) - DKP-7 <kwingert@bpa.gov>
Subject: RE: Additional thoughts

Got it—thanks for the clarification. Yeah, we have a lot of data on how many interactions we have with people trespassing on our property. We can certainly have that prepared if we need it. I will add that it is a large parcel of land and so it is possible that folks sneak in undetected. However, we actively patrol and any time we see or detect activity we promptly address it. I would push back against anyone saying that they have unfettered access and go out there anytime they want to do whatever they want. We have worked really hard to mitigate activity there—to the extent that we relocated a physical security regional specialist to Munro to better support that site along with the east side of our service territory.

I hope this sheds some light. I'll get Neil and team to pull together a summary of our reporting/activity out there.

Thank you!
Sarah

Sarah Laylo

Chief Security and Continuity Officer

BONNEVILLE POWER ADMINISTRATION

bpa.gov | C (b) (6)



From: Wingert, Kevin M (BPA) - DKP-7 <kwingert@bpa.gov>
Sent: Wednesday, October 4, 2023 2:28 PM
To: Laylo, Sarah M (BPA) - NS-4400-LL <smlaylo@bpa.gov>
Subject: RE: Additional thoughts

To be clear, Sarah – I do not have any knowledge of inconsistencies in our application of rules and communications. I am simply responding to the social media posts and media coverage that suggest this is an area frequented by motocross participants. So, there's a "perceived" disconnect there.

(b) (5)

I hope what I've put forward here makes sense. I'm happy to clarify in any way needed.

Very Respectfully,

Kevin Wingert

Communications | Media Relations | Policy

BONNEVILLE POWER ADMINISTRATION

bpa.gov | P 503-230-4140 | C (b) (6)



From: Laylo, Sarah M (BPA) - NS-4400-LL <smlaylo@bpa.gov>

Sent: Wednesday, October 4, 2023 1:57 PM

To: Wingert, Kevin M (BPA) - DKP-7 <kwingert@bpa.gov>

Subject: RE: Additional thoughts

We have plans to bring forward a business case to put a fence around that entire area—it's actually something we have been looking at for a while. It's a very big area, so a very big expense... We also have funding programmed for this FY to add an additional officer at Munro so that we have 2 patrol officers (or a patrol officer and a supervisor) on duty at all times, so that folks have backup. We've been working to increase that staffing and have been really happy that we would be able to implement this year.

I'd like to get a better understanding of where you see inconsistencies in our application of rules and communications. Do you perceive that in other areas of our service territory the rules around trespassing are applied differently? Munro is really the only place where we have a large parcel of land to patrol, so it isn't apples to apples (we can't patrol our rights of way...way to big/spread out, we don't own them for the most part, and they aren't adjacent to a control center...). I am sincerely asking – I know my question sounds defensive and it is not intended that way—I'm really wanting to

understand if we have an opportunity or a gap in how we are enforcing trespass rules. It's easy to just look at things through my lens, but I know that doesn't always give me the full picture.

Thank you!
Sarah

Sarah Laylo

Chief Security and Continuity Officer

BONNEVILLE POWER ADMINISTRATION

bpa.gov | C (b) (6)



From: Wingert, Kevin M (BPA) - DKP-7 <kwingert@bpa.gov>

Sent: Wednesday, October 4, 2023 1:42 PM

To: Laylo, Sarah M (BPA) - NS-4400-LL <smlaylo@bpa.gov>

Subject: Additional thoughts

Didn't send this in the email chain because I suspect at least one or more members on that chain will take my statement out of context and/or take umbrage with the general approach.

But I do think you should consider how we can reinforce the messaging both internally and externally on trespassing and creating clear expectations.

(b) (6) But one practical step or response we can take to reduce the likelihood of something similar ever happening again is making sure we're consistent internally with our understanding and application of the rules and that we apply those uniformly. And, that we communicate those clearly to the communities we're involved in.

The signs are great - and (from my perspective as a spokesperson, Thank God for the signs. But obviously, for whatever reason, they weren't enough in this situation. So it behooves us to try and see if there is something more we could do moving forward.

Very Respectfully,

Kevin Wingert

Communications | Media Relations | Policy

BONNEVILLE POWER ADMINISTRATION

bpa.gov | P 503-230-4140 | C (b) (6)



From: Meltwater Newsletters
Sent: Wed Oct 04 15:18:48 2023
To: Wingert, Kevin M (BPA) - DKP-7
Subject: [EXTERNAL] BPA Fatal Shooting Near BPA Substation in Spokane Media Report 4Oct23
Importance: Normal

bpa logo

Broadcast Online Social Media

This special report is produced to cover media related to a shooting that occurred near a BPA facility in Spokane, Wa and involved a member of BPA's contract security force.

PLEASE NOTE: To date, there have been three main broadcast stories on each of the major networks (ABC, CBS, FOX, NBC)

- Original story about shooting in Spokane
- Identification of BPA property and additional details
- Identification/memorial planned for the fatality

With each of the broadcast stories, there have been multiple airings (between 3-7) daily, depending on the news cycle of the outlet. Only one airing of each iteration of the above stories are listed.

Broadcast

KREM 2 News at Noon

KREM (CBS) - October 4, 2023

and his son got into a fight with a security guard on *federal* land. The *spokane* county medical examiner says franklin was killed when

Good Day

KFFX (FOX) - October 4, 2023

monday night, is still in the hospital. Deputies say the two men were trespassing on *bonneville power's* land. And after being approach security guard, they got into a fight. Which led to the *shooting*. Those who knew john frankli

Wake Up NonStop Local

KHQ (NBC) - October 4, 2023

avoid a government shutdown. The *spokane* county medical examiner has identified the man who was shot and killed by a security guard. 48-year-old John Franklin was fatally shot, after sheriff's deputies say he and his son were trespassing

CBS Mornings

KREM (CBS) - October 3, 2023

you're clicking on. Number three new details into a *shooting* that killed one man and left another hurt. The *spokane* county sheriff's a security guard approached the men for trespassing on federal land near *bonneville*

4 News Now Good Morning Northwest at 6:30

KXLY (ABC) - October 3, 2023

of retail stores. *Spokane* police say the surge in thefts has triggered an increase of patrols in the area -- and in even parking lots. *Spokane* police say arrests in the *neva-wood* district are up 56-percent this year the *spokane*

Late Night With Seth Meyers

KHQ (NBC) - October 3, 2023

Or similar laws in other jurisdictions. With *spokane valley* passing a very similar ordinance this spring... Kinnear says... These measures necessary... To make sure illegal parlors who were operating in *spokane valley*... Don't migrate

KREM 2 News at 11

KREM (CBS) - September 30, 2023

after a deadly shooting place in me today a *spokane* county sheriff's office is actively crime two as Nathan Young brings us the details that I've been here since the shooting call came in and here's what we know about

FOX News First at Ten

KFFX (FOX) - September 30, 2023

, we will likely see a dry and warm pattern developing over the region. Two separate shootings in *spokane* county ... Leaves one person And another in the hospital. The latest ... Happening near Hawthorne and Nevada. This was the

NonStop Local Primetime

KHQ (NBC) - September 30, 2023

*, so long from iowa city. The hospital ... After a shooting in mead And it wasn't the only shooting today either. Good evening I'm jo
Major crimes have stepped in to investigate the deadly shooting on east haw*

Online

'Good family guy,': Man killed in Mead shooting remembered by friend

FOX28spokane.com - October 3, 2023

... – The Spokane County Medical Examiner has officially identified the man shot and killed by a security guard on Saturday in Mead as

One person dead, another injured in Mead shooting

Spokesman-Review (Spokane, WA) - October 2, 2023

... 2—One person was killed and another was injured in a shooting late Saturday morning in Mead, according to the Spokane County

One person dead, another injured in Mead shooting

Yahoo! News - September 30, 2023

... 30—One person was killed and another was injured in a shooting late Saturday morning in Mead, according to the Spokane County

Spokane County Shooting Investigation: Ongoing Probe into Fatal Altercation on Federal Land

Big Country News - October 2, 2023

... SPOKANE - Spokane County Sheriff's Office Major Crimes Detectives continue investigating the shooting that occurred on Saturda

Fatal shooting in Mead allegedly started from trespassing on federal land, according to SCSO

FOX28spokane.com - October 2, 2023

MEAD, Wash. — The fatal shooting that occurred in Mead Saturday morning reportedly started when two men trespassed onto feder

1 dead, 1 injured after shooting in Mead

FOX28spokane.com - September 30, 2023

MEAD, Wash. — Spokane County Sheriff's Office responded to a shooting on East Hawthorne Road involving a security guard and two

Social Media

Motocross community plans fundraisers for family of man killed in Mead shooting

KREM 2 News - October 3, 2023

The Spokane County Medical Examiner's Office confirmed John Franklin, 48, was killed in Saturday's shooting on E. Hawthorne.

aren't saying about this shooting. This is definitely something to keep an eye on. <https://t.co/oVmTjpi6GN> ; NEW INFORMATION: A shooting by Antifascists of North Idaho - October 3, 2023

aren't saying about this shooting. This is definitely something to keep an eye on. <https://t.co/oVmTjpi6GN> ; NEW INFORMATION: A shooting in Mead that killed a man Saturday morning started when two men were trespassing on federal

SCSO: Trespassers on federal land led to deadly shooting in Mead

4 News Now - October 3, 2023

A shooting in Mead that killed a man Saturday morning started when two men were trespassing on federal land, according to the Spokane Sheriff's Office. SCSO said two men were contacted by security for trespassing on the Bonneville

pickup when the security guard pulled them over from a public road on to Bonneville property. There is a video of it. ; UPDATE: Regarding the shooting - JD Leighty - October 2, 2023

pickup when the security guard pulled them over from a public road on to Bonneville property. There is a video of it. ; UPDATE: Regarding the shooting - JD Leighty - October 2, 2023

Fatal shooting in Mead started from trespassing on federal land; Witnesses stated that the two men appeared to be aggressive toward security guards. reddit.com/r/SecurityGuardsOnly - October 2, 2023

Unit Technicians collected evidenced on scene. This incident took place on the Bonneville Power Administration facility. They have stated that the two men were trespassing on federal land.

aware of the incident occurring adjacent to a BPA facility on Sept. 30 in Spokane

QT @kxly4news: Looks like it was at the Bonneville power station. It will be interesting to see the full report as to why they would have Jacob Berg - October 2, 2023

QT @kxly4news: Looks like it was at the Bonneville power station. It will be interesting to see the full report as to why they would have enter a power station. Saboteurs? ; NEW INFORMATION: A shooting in Mead that killed

NEW INFORMATION: A shooting in Mead that killed a man Saturday morning started when two men were trespassing on federal land 4 News Now - October 2, 2023

NEW INFORMATION: A shooting in Mead that killed a man Saturday morning started when two men were trespassing on federal land the Spokane County Sheriff's Office. <https://t.co/SMnDfHqxBo>

UPDATE: Regarding Shooting Investigation on E. Hawthorne Road <https://t.co/weU82aKnJu> #SCSO #SpokaneCounty #SpokaneValley #Spokane #CdA

SpokaneSheriffOffice - October 2, 2023

UPDATE: Regarding Shooting Investigation on E. Hawthorne Road <https://t.co/weU82aKnJu> #SCSO #SpokaneCounty #SpokaneValley #Spokane #CdA <https://t.co/QRxrUUvXzw>

A shooting at a federal substation in Spokane but no details of what happened <https://t.co/9YNlx2TXH1>

DZ - October 2, 2023

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KREM 2 News - September 30, 2023

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RT @kxly4news: BREAKING: The Spokane County Sheriff's Office is responding to a shooting in Mead. E. Hawthorne Road is currently blocked

Elizabeth Rogers - September 30, 2023

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4 News Now - September 30, 2023

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KHQ Local News - September 30, 2023

Spokane County Sheriff's Office responded to a shooting on East Hawthorne Road involving a security guard and two civilians. <https://t.co/pw4d7omQ5Z>

RT @SpokaneSheriff: Major Crimes Detectives Investigate Shooting on E. Hawthorne <https://t.co/weU82aKnJu> #SCSO #SpokaneCounty #SpokaneValley

Rania Kaur KXLY * - September 30, 2023

RT @SpokaneSheriff: Major Crimes Detectives Investigate Shooting on E. Hawthorne <https://t.co/weU82aKnJu> #SCSO #SpokaneCounty #SpokaneValley #CdA #Spokane <https://t.co/4oLRCzk5G7>

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SpokaneSheriffOffice - September 30, 2023

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Spokane County Sheriff's Office investigating shooting near Hawthorne Road <https://t.co/lb0PefK2dp>

KREM 2 NEWS - September 30, 2023

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From: Wingert, Kevin M (BPA) - DKP-7

Sent: Wed Oct 04 15:22:29 2023

To: Scruggs, Joel L (BPA) - DK-7; Habibi, Maryam A (BPA) - DKP-7; Zimmerman, Ryan J (BPA) - DKD-7; Helwig, Heidi Y (BPA) - DKS-7; Lahti, John A (BPA) - TF-DITT-2; Shaheen, Richard L (BPA) - T-DITT-2; Wolfe, Dana R (BPA) - TFS-BELL-1; Laylo, Sarah M (BPA) - NS-4400-LL; Arthurs, Neil E (BPA) - NNT-MODD; Furrer, Robin R (BPA) - N-7; James, Daniel M (BPA) - D-7; Cook, Joel D (BPA) - K-7; Baskerville, Sonya L (BPA) - AI-WASH; Marker, Doug R (BPA) - AIR-7

Cc: Johnson, G Douglas (BPA) - DK-7; ADL_DKP_ALL; Clark, Noah D (BPA) - NNT-1

Subject: BPA Fatal Shooting Near BPA Substation in Spokane Media Report 4Oct23

Importance: Normal

The media team will produce an updated report as new story lines or coverage emerges and as needed.

bpa logo

Broadcast

Online
Social Media

This special report is produced to cover media related to a shooting that occurred near a BPA facility in Spokane, Wash., on Sept. 30, and involved a member of BPA's contract security force.

PLEASE NOTE: To date, there have been three main broadcast stories on each of the major networks (ABC, CBS, FOX, NBC):

- Original story about shooting in Spokane
- Identification of BPA property and additional details
- Identification/memorial planned for the fatality

With each of the broadcast stories, there have been multiple airings (between 3-7) daily, depending on the news cycle of the individual media outlet. Only one airing of each iteration of the above stories are listed.

Broadcast

KREM 2 News at Noon

KREM (CBS) - October 4, 2023

and his son got into a fight with a security guard on **federal** land. The **spokane** county medical examiner says franklin was killed when the

Good Day

KFFX (FOX) - October 4, 2023

monday night, is still in the hospital. Deputies say the two men were trespassing on **bonneville power's** land. And after being approached by the security guard, they got into a fight. Which led to the **shooting**. Those who knew john frankli

Wake Up NonStop Local

KHQ (NBC) - October 4, 2023

avoid a government shutdown. The **spokane** county medical examiner has identified the man who was shot and killed by a security guard in mead. 48-year-old john franklin was fatally shot, after sheriff's deputies say he and his son were trespassing

CBS Mornings

KREM (CBS) - October 3, 2023

you're clicking on. Number three new details into a **shooting** me that killed one man and left another hurt. The **spokane** county sheriff's office says a security guard approached the men for trespassing on federal land near **bonneville p**

4 News Now Good Morning Northwest at 6:30

KXLY (ABC) - October 3, 2023

of retail stores. **Spokane** police say the surge in thefts has triggered an increase of patrols in the area -- and in even parking lots. **Spokane** police say arrests in the Leavenworth area are up 56-percent this year the **spokane**

Late Night With Seth Meyers

KHQ (NBC) - October 3, 2023

Or similar laws in other jurisdictions. With **spokane** valley passing a very similar ordinance this spring... Kinnear says... These measures are necessary... To make sure illegal parlors who were operating in **spokane** valley... Don't migrate

KREM 2 News at 11

KREM (CBS) - September 30, 2023

after a deadly **shooting** place in me today a **spokane** county sheriff's office is actively crime two as nathan young brings us the details tonight. >> I've been here since the **shooting** call came in and here's what we know at about

FOX News First at Ten

KFFX (FOX) - September 30, 2023

, we will likely see a dry and warm pattern developing over the region. Two separate shootings in **spokane** county ... Leaves one person dead ... And another in the hospital. The latest ... Happening near **hawthorne** and nevada. This was the

[NonStop Local Primetime](#)

KHQ (NBC) - September 30, 2023

, so long from iowa city. The hospital ... After a **shooting** in mead And it wasn't the only **shooting** today either. Good evening I'm john webb. Major crimes have stepped in to investigate the deadly **shooting** on east **haw**

Online

[‘Good family guy,’: Man killed in Mead shooting remembered by friend](#)

FOX28spokane.com - October 3, 2023

... – The **Spokane** County Medical Examiner has officially identified the man shot and killed by a security guard on Saturday in Mead as 48 ...

[One person dead, another injured in Mead shooting](#)

Spokesman-Review (Spokane, WA) - October 2, 2023

... 2—One person was killed and another was injured in a **shooting** late Saturday morning in Mead, according to the **Spokane** County Sheriff's ...

[One person dead, another injured in Mead shooting](#)

Yahoo! News - September 30, 2023

... 30—One person was killed and another was injured in a **shooting** late Saturday morning in Mead, according to the **Spokane** County Sheriff's ...

[Spokane County Shooting Investigation: Ongoing Probe into Fatal Altercation on Federal Land](#)

Big Country News - October 2, 2023

... **SPOKANE** - **Spokane** County Sheriff's Office Major Crimes Detectives continue investigating the **shooting** that occurred on Saturday at ...

[Fatal shooting in Mead allegedly started from trespassing on federal land, according to SCSO](#)

FOX28spokane.com - October 2, 2023

MEAD, Wash. — The fatal **shooting** that occurred in Mead Saturday morning reportedly started when two men trespassed onto federal land. On ...

[1 dead, 1 injured after shooting in Mead](#)

FOX28spokane.com - September 30, 2023

MEAD, Wash. — **Spokane** County Sheriff's Office responded to a **shooting** on East **Hawthorne** Road involving a security guard and two civilians ...

Social Media

[Motocross community plans fundraisers for family of man killed in Mead shooting](#)

KREM 2 News - October 3, 2023

The **Spokane** County Medical Examiner's Office confirmed John Franklin, 48, was killed in Saturday's **shooting** on E. **Hawthorne**.

[aren't saying about this shooting. This is definitely something to keep an eye on.](#)

<https://t.co/oVmTjpi6GN> ; NEW INFORMATION: A shooting in

Antifascists of North Idaho - October 3, 2023

aren't saying about this **shooting**. This is definitely something to keep an eye on. <https://t.co/oVmTjpi6GN> ; NEW INFORMATION: A **shooting** in Mead that killed a man Saturday morning started when two men were trespassing on **federal**

[SCSO: Trespassers on federal land led to deadly shooting in Mead](#)

4 News Now - October 3, 2023

A **shooting** in Mead that killed a man Saturday morning started when two men were trespassing on federal land, according to the **Spokane** County Sheriff's Office. SCSO said two men were contacted by security for trespassing on the **Bonne**

pickup when the security guard pulled them over from a public road on to Bonneville property. There is a video of it. ; UPDATE: Regarding

JD Leighty - October 2, 2023

pickup when the security guard pulled them over from a public road on to Bonneville property. There is a video of it. ; UPDATE: Regarding **Shooting** Investigation on E. **Hawthorne** Road <https://t.co/weU82aKnJu> #SCSO #SpokaneCounty #SpokaneVa

Fatal shooting in Mead started from trespassing on federal land; Witnesses stated that the two men appeared to be aggressive towards the

reddit.com/r/SecurityGuardsOnly - October 2, 2023

Unit Technicians collected evidenced on scene. This incident took place on the **Bonneville Power** Administration facility. They have stated: "We are aware of the incident occurring adjacent to a **BPA** facility on Sept. 30 in **Spokane**

QT @kxly4news: Looks like it was at the Bonneville power station. It will be interesting to see the full report as to why they would have

Jacob Berg - October 2, 2023

QT @kxly4news: Looks like it was at the **Bonneville power** station. It will be interesting to see the full report as to why they would have been trying to enter a power station. Saboteurs? ; NEW INFORMATION: A **shooting** in Mead that killed

NEW INFORMATION: A shooting in Mead that killed a man Saturday morning started when two men were trespassing on federal land, according to

4 News Now - October 2, 2023

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SpokaneSheriffOffice - October 2, 2023

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DZ - October 2, 2023

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Rania Kaur KXLY  - September 30, 2023

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#SCSO #SpokaneCounty #SpokaneValley #CdA #**Spokane** <https://t.co/4oLRCzk5G7>

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SpokaneSheriffOffice - September 30, 2023

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KREM 2 NEWS - September 30, 2023

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<https://t.co/5SMUf4r5zs>

Nathan Hyun - September 30, 2023

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<https://t.co/5SMUf4r5zs>

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2Fx6Q7qodA3G7x35Gk6gHQobwMPsT4D3k8TAi1RVYxWhfHw-2Fd7RGZzozIBAAJ-
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RDZ0dU2JgrOXQsoLZKHvReExl0vhQ6tff4hhu5A-
2FORtngAUCJqfX2RAmweCs4HgRrKtkwHVN1yXQBzqkfSmaXhoG

From: Arthurs,Neil E (BPA) - NNT-MODD
Sent: Wednesday, October 4, 2023 10:14 PM
To: Lahti,John A (BPA) - TF-DITT-2; Baskerville,Sonya L (BPA) - AI-WASH; Johnson,G Douglas (BPA) - DK-7; Mautner,Paul F (BPA) - LG-7; Wingert,Kevin M (BPA) - DKP-7; Scruggs,Joel L (BPA) - DK-7; Habibi,Maryam A (BPA) - DKP-7; Laylo,Sarah M (BPA) - NS-4400-LL
Subject: Spokane Sheriff's Office info/coordination

Thanks Doug. We'll make contact with our security services provider and share the info for their awareness.

Neil

Sent from Workspace ONE Boxer

On Oct 4, 2023 7:16 PM, "Johnson,G Douglas (BPA) - DK-7" <gdjohnson@bpa.gov> wrote:

I had a brief chat with Corporal Gregory with the Spokane County Sheriff's Office earlier this afternoon. Corporal Gregory informed me that his office will be filing warrants with the court there related to the recent shooting. He says the warrants are likely to be unsealed, which means names, organizations, etc., will NOT be redacted. These warrants are likely to be made public by the court some time in the next 2 to 5 business days.

Reporters know this is likely to happen and will be monitoring publicly available court documents to track and report on the incident. There is a small chance a lazy reporter could post these documents in their entirety, which include more information (addresses, etc.) than should be shared publicly. Kevin is monitoring the media reports and will likely catch these quickly. If personal information is made available, we'll need to quickly contact the outlet that does it and have them pull down the info. Corporal Gregory thinks this is unlikely – but you never know.

Corporal Gregory is copied on this email. He says the best way to reach him is on his cell at 509-850-6499. He says if something needs his immediate attention, you should text him and let him know it is urgent. Kevin, please let Corporal Gregory know the best way to contact you if he needs to.

Sarah and Neil, you should probably give your contacts at the security firm know. Corporal Gregory, please correct any of the info I may have misinterpreted or provide any additional details my colleagues might need.

I'll be out of the office until Wednesday, October 10. See you next week. Thanks.

From: Meltwater Newsletters
Sent: Thu Oct 05 05:17:51 2023
To: Wingert, Kevin M (BPA) - DKP-7
Subject: [EXTERNAL] BPA Daily News Clips 10-05-23
Importance: Normal

bpa logo

BPA News Columbia River Basin Industry News

BPA Daily News Clips is produced by DKP for the purposes of informing executives and managers on how Bonneville Power and its efforts throughout the Northwest are being captured in the media. Also included are stories that impact our partners broader trends in the utility industry. For feedback on this product, please send suggestions to mediarelations@bpa.gov.

BPA News

Bonneville Power Administration Makes 40th Straight Treasury Payment, Aided by Financial Policies

Big Country News - October 4, 2023

... *transmission* services. Each year, *BPA* pays back to the U.S. Treasury a portion of the taxpayers' investment in the *Federal Colum*

Columbia River Basin

Our View: We're overdue for action on salmon

The Daily Astorian - October 5, 2023

Fisherman Egil Wougen poses with a 45-pound *salmon*, the kind of fish once nicknamed a "June hog." Dams constructed on the *Colu*
...

Fish surveyed ahead of quagga mussel treatment

Coeur d'Alene Press - October 5, 2023

... *Idaho Department of Fish and Game* fisheries biologists from across southern Idaho used non-lethal electrofishing techniques in the

BONNEVILLE POWER ADMINISTRATION Half of the region's electricity comes from waterHydropower, the renewable energy source, keeps Northwest energy affordable

Electric Energy Online - October 4, 2023

... about National *Hydropower* Day, visit www.hydro.org/hydroday . About BPA The *Bonneville Power* Administration, headquartered in

Trout Unlimited Thanks Departing Deputy Interior Secretary Tommy Beaudreau

Trout Unlimited - October 4, 2023

... the joy of wild and native trout and *salmon*. Across the country, TU brings to bear local, regional and national grassroots organizing

Army Apache helicopter makes emergency landing after striking power lines over Columbia River

Spokesman-Review (Spokane, WA) - October 4, 2023

... made a hard landing after striking power lines over the *Columbia River* Friday afternoon, sparking a wildfire and causing State Route

E-tagging fish or game? Oregon wildlife officials have these reminders.

Central Oregon Daily - October 4, 2023

... to subscribe and share our videos. RELATED: The Great Outdoors: *Steelhead* fishing back in *Deschutes River* RELATED: The Gre

Public information sessions set on Columbia River Treaty negotiations

KNDO-TV - October 4, 2023

U.S. *Army Corps* of Engineers PORTLAND, Ore .-How the U.S. uses reservoir space in Canada will change in 2024 and Federal water ...

Feds propose protections for turtles that nearly went extinct in WA

The Wenatchee World - October 4, 2023

... pond turtles historically live in the Puget Sound lowlands and *Columbia River* Gorge. Their numbers have been cut in recent genera

Industry News

Council Post: Can Clean Energy Plans Be Successful Without A Balanced Grid?

Forbes - October 5, 2023

... load-shifting behaviors that favor the *grid* and overall *energy efficiency*. The Bigger *Clean Energy* Picture Focusing on accurate ...

ERCOT seeking regulatory approval before industrial-scale consumers can connect

The Dallas Morning News - October 5, 2023

... of 75 megawatts – enough *electricity* to power 15,000 homes – would need the organization's approval before getting *electricity* from

The largest dam removal in history stirs hopes of restoring California tribes' way of life

Los Angeles Times - October 5, 2023

... had dramatically shrunk river flows. And the Klamath's *hydroelectric dams*, which had long blocked salmon from reaching their spa

Hydropower out of whack thanks to record heat and precipitation

Canary Media - October 5, 2023

Radical dips in *hydropower* production make it harder to rely on that resource to balance out the weather-dependent swings of wind at

Column: California needs to get its act together on rooftop solar

Los Angeles Times - October 4, 2023

The *Public Utilities* Commission's previous decision significantly cut the rate at which utility companies *Southern California Edison*, ...

Inslee asks Biden to declare Gray and Oregon Road fires 'major disaster' to unlock more federal aid

Yahoo! News - October 4, 2023

... the Gray and *Oregon Road* wildfires a major disaster, a move that could unlock aid from the Federal Emergency Management Age

It's the transmission, stupid

POLITICO - October 4, 2023

... are worried about rumored *California Public Utilities Commission* opposition to SB 619 , by Sen. Steve Padilla (D-Chula Vista), which

Environmentalists suffer another setback in fight to shutter California's last nuclear power plant

Yahoo! News - October 4, 2023

... was a leading voice to close the plant, said last year that *Diablo Canyon's* power is needed beyond 2025 to ward off possible blackc

What McCarthy's ousting means for energy

POLITICO - October 4, 2023

... his attention this year on pursuing probes against President *Joe Biden* and his son Hunter. Since his congressional tenure began in

Georgia Power says it may need more electricity capacity and soon

Atlanta Journal-Constitution - October 4, 2023

... according to the request, meaning sources that can generate *electricity* around the clock. The notice lists three technologies of ...

Southern New England states join offshore wind development agreement

WTIC-TV - October 4, 2023

... of the state's effort to secure the affordable and reliable *clean energy* mix that Connecticut needs to achieve the statutory target of .

Mass. to work with RI, Connecticut to attract bigger offshore wind farms

The Business Journals - October 4, 2023

... offshore wind conference in Boston. "The *clean energy* transition cannot not be accomplished in isolation," Healey told industry leaders ...

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2Fx6Q7qodA3G7x35Gk6gHQobwMPsT4D3k8TAi1RVYwzoyptdpY0MMorXfoV1Rqqj0SnPnnJz
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2BVoCZAGl4mWjaPEAhz00BZrtrLoykGfZZzt54mjMqE0OzIsSu0XierVFY3Jbo6lKDwxB6H-
2BGd7Na

From: Media Relations
Sent: Thu Oct 05 05:23:33 2023
To: Media Relations
Subject: BPA Daily News Clips 10-05-23
Importance: Normal

[bpa logo](#)

BPA News

Columbia River Basin
Industry News

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BPA News

[Bonneville Power Administration Makes 40th Straight Treasury Payment, Aided by Financial Policies](#)

Big Country News - October 4, 2023

... **transmission** services. Each year, **BPA** pays back to the U.S. Treasury a portion of the taxpayers' investment in the **Federal Columbia** ...

Columbia River Basin

[Our View: We're overdue for action on salmon](#)

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Fisherman Egil Wougen poses with a 45-pound **salmon**, the kind of fish once nicknamed a "June hog."
Dams constructed on the **Columbia River** ...

[Fish surveyed ahead of quagga mussel treatment](#)

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