

## KITTITAS COUNTY

A/Ru File  
Recreation Fund -  
CWL

**THIS AGREEMENT** is made and entered into by and between Central Washington University, a public university, hereinafter referred to as "University" and Kittitas County, a municipal corporation, hereinafter referred to as "County", pursuant to the authority granted by Chapter 39.34 RCW.

**IT IS THE PURPOSE OF THIS AGREEMENT** to provide for the County to lease to the University, and the University hereby agrees to lease from the County, the following described real property (known as Gladmar Park) situated in Kittitas County, Washington, to-wit:

1. Parcel No. 18-17-13010-0007 (366433)  
Kittitas County  
29 acres  $\pm$
2. Parcel No. 18-18-18030-0002 (179433)  
Kittitas County  
23 acres  $\pm$

COPY

See Exhibit A.

### Special Exclusion Zone:

Because the landscape of Gladmar Park is continually changing due to the proximity to the Yakima River, this special exclusion zone contains the Gladmar Levee and associated diversion structures and any and all existing equipment or infrastructure necessary for operation of the Packwood Canal and the Cascade Irrigation District Canal extending in all directions 400 ft from the center line of the diversion/notch channel.

The Special Exclusion Zone shall be excluded from this Interagency Agreement.

**THEREFORE, IT IS MUTUALLY AGREED THAT** the University will operate and maintain a research and educational area on the property known as Gladmar Park. The University commits to seek funding and develop partnerships with community organizations to establish a parking lot and foot access bridge to the property. The University agrees to continue to follow the rules of the County as they pertain to public access such as allowing access for the public for fishing and public enjoyment. Discharging of firearms and consumption of alcoholic beverages and/or illegal drugs will not be allowed on the property.

### PERIOD OF PERFORMANCE

Subject to its other provisions, the initial term of this lease shall commence on the first day of September 2007, and end on the 31<sup>st</sup> day of August, 2057, unless terminated sooner or extended, as provided herein. This lease shall be renewable thereafter every five (5) years upon agreement of both parties for the consideration identified herein. The parties will perform a review of the Project Goals every two (2) years for the first ten (10) years and every five (5) years after that for the initial term. Both parties agree to make appropriate changes to this agreement in writing, upon mutual agreement based on the reviews.

### PROJECT GOALS

- Operate and maintain a research and educational area
- Construct and maintain a parking area
- Construct and maintain a gated footbridge
- Construct and maintain walking trails
- Preserve and protect the unique environment of Gladmar Park
- Expand natural science educational opportunities in Kittitas County for all educational levels
- Restore and increase access to the Park for:

## **2007 through 2009 Planning and Design Phase**

- The University will:
  - Create a Board of Advisors to oversee the Interagency Agreement and future and continued development of the park facility.
    - Board of Advisors to potentially include but not be limited to representatives of:
      - Central Washington University (Graduate Studies and Research)
      - Central Washington University (College of the Sciences)
      - Cascade Land Conservancy
      - Kittitas County
      - Adjacent landowners
      - Irrigation companies and districts
      - Yakama Nation
      - Public schools (K-12)
      - Washington Department of Fish and Wildlife
      - Washington State Parks and Recreation
      - Kittitas Audubon Society
      - Kittitas County Field and Stream
      - Kittitas Environmental Education Network
  - Begin noxious weed management.
  - Write and secure necessary permits for footbridge and parking lot construction.
  - Install informational signage throughout the park.
  - Begin planning and design of interpretive signage.
  - Initiate negotiations with the Kittitas County Conservation District to incorporate their holdings into the research and education area.
  - Initiate negotiations with Washington State Parks and Recreation to develop expanded parking area and restroom facilities in coordination with their Ironhorse Trail system.
- The University will begin the process of:
  - Cleaning and removing garbage and other portable waste and flood debris.
  - Acquiring a suitable footbridge to span channel between Gladmar Road and Gladmar Park.
  - Planning, clearing and staking the walking paths.
  - Initiating cleanup and removal of asphalt from the overflow channel.
  - Removing duck blinds and returning driftwood to river channel.
  - Working with students and community groups to conduct baseline documentation surveys of aquatic and terrestrial surveys of flora and fauna.

## **2009 through 2011 Implementation Phase**

- The University will:
  - Hold the Grand Opening of Gladmar Research and Education Area in Thorp (GREAT).
  - Install the footbridge pending permit and funding acquisition.
  - Fill and seal the restroom facility vaults.
  - Continue noxious weed management.
  - Commence construction of walking trails.
- The University will begin the process of:
  - Removing the stockpiled portable waste, flood debris and conduct environmental cleanup of larger debris.
  - Conducting outreach to K-12 schools, community groups and other organizations to coordinate place based outdoor education opportunities in Gladmar Park.
  - Installing interpretive signage along walking trails.
  - Constructing the parking area.
  - Rehabilitating the closed restroom facility to serve as a study/storage building.

- o Actively manage noxious weeds, maintain trail systems, footbridge, parking area, signage and associated GREAT infrastructure.

### **MAINTENANCE AND OPERATIONS**

The University agrees that it will use the leased property only for the purposes of conducting research and education programs. During the term of this lease, it shall be the University's responsibility to fund its own maintenance and operation costs as determined by the University. Any maintenance work performed by the County at the request of the University on University lease land, and the payment therefore, shall be negotiated in a separate agreement at the time the work is accomplished. Public access to the park will be improved and maintained.

### **LEVEE, IRRIGATION DISTRICTS and CANAL COMPANIES**

The levee, headworks, canal structures and all water diversion structures are excluded from this lease agreement. General and accustomed use for irrigation and canal companies for maintenance, inspections and operations to the Gladmar Levee and associated irrigation infrastructure will be guaranteed by the University.

### **MAJOR IMPROVEMENTS – Footbridge, Parking Area and other**

All major improvements will occur solely on the leased property.

It is understood and agreed between the parties that the University will use the leased property to conduct research and education programs. When the University moves forward with erecting a footbridge, enlarging the parking area, removing asphalt, and other major improvements, plans for these improvements shall be approved by the County. Performance of any of the rights authorized above shall be conducted in compliance with all applicable governmental regulations, building codes, including obtaining any necessary permits. The University shall be responsible for maintenance of these improvements. The University shall not remove or cause damage to any major improvements upon termination of this agreement.

Footbridge will be structurally engineered to accommodate pedestrian, wheelchair and light equipment traffic. The bridge will be gated and locked to prevent unauthorized access.

Parking area will be large enough to accommodate up to 10 vehicles. Possible expansion of the parking area will be discussed – see timeline – with Washington State Parks adjacent to Ironhorse Trail.

### **MINOR IMPROVEMENTS – Signs, Walking Path and other**

All minor improvements will occur solely on the leased property.

It is understood and agreed between the parties that the University will use the leased property to conduct research and education programs. When the University has need to make improvements during the existence of this lease, the University will have the right to make alterations, attach fixtures, and erect additions, structures, or signs, in or upon the property. Performance of any of the rights authorized above shall be conducted in compliance with all applicable governmental regulations, building codes, including obtaining any necessary permits. The University shall be responsible for maintenance of any alterations, fixtures, structures or signs which it erects or attaches. Any fixtures, additions, or structures placed in or upon or attached to the said property shall be and remain the property of the University and may be removed by the University upon the termination of this agreement. Any damage caused by the removal of any of the above items shall be repaired by the University.

Walking paths will be constructed of hard-packed crushed gravel and will be ADA compliant. Portions of County property adjacent to Packwood Canal will be posted off-limits to general public. No trails will be constructed on the strip of land adjacent to Packwood Canal.

### **PUBLIC ACCESS**

public access will be temporarily limited. The University agrees that no area of the park will be permanently removed from public use but from time to time during active research projects portions of the property will have limited access. Limited access areas will be clearly posted and will not impinge upon the enjoyment of the park by the public.

### **INDEMNIFICATION**

The University hereby agrees to indemnify and hold harmless the County from any and all claims or demands of whatever nature for loss, damage or injury to persons or property resulting from the University's use or occupation of the leased premises caused by the negligent acts or omissions of the University, its agents, or employees to the extent allowed by law.

The County hereby agrees to indemnify and hold harmless the University from any and all claims or demands of whatever nature for loss, damage or injury to persons or property resulting from County's use or occupation of the leased premises caused by the negligent acts or omissions of the County, its agents, or employees to the extent allowed by law.

The parties to this agreement recognize the subject property as being subject to flooding and the lessee takes the property realizing that, and acknowledges that any future decision to improve the leased property is done at its own risk because the County makes no warranty against flooding and the damage resulting therefrom.

### **RECORDS MAINTENANCE**

The parties to this contract shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six (6) years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

### **RIGHTS IN DATA**

Unless otherwise provided, data which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the University. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

### **INDEPENDENT CAPACITY**

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

### **QUIET ENJOYMENT**

The County covenants with the University that upon payment of the rent herein required to be paid and performance of the covenants herein contained, the University and those holding under it may peaceably and quietly have, hold and enjoy the premises for the term hereof, for the purpose of conducting research and education programs.

### **INSPECTION RIGHTS**

At all times during the term of this lease or any extension thereof, the County shall have the right

This Agreement may be changed, modified, or amended by written agreement executed by both parties.

### **TERMINATION**

During the original term, this lease may be terminated 1) for cause as provided herein, or 2) upon sale to a third party after University declines to exercise its option of first refusal as provided herein. Thereafter, the lease may be terminated by either party with a minimum of 180 days written notice prior to the start of any new term.

### **TERMINATION FOR CAUSE**

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 60 working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

### **DISPUTES**

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto.

### **RIGHT OF FIRST REFUSAL**

In the event of any offer acceptable to the County for the sale of the property during the original or extended term of the lease, the County shall give the University written notice thereof and the University shall have the option and right of first refusal for sixty (60) days within which to purchase the property on the terms of said offer. If the County should seek to sell the property without first receiving such an offer, it shall first offer the property for sale to the University for sixty (60) days, during which time both parties shall negotiate reasonably and in good faith to complete the sale of the property. The sale price will be the appraised value of the property as open space and CWU will receive credit for substantial improvements made to the property over the term of the lease. The sale will be completed within a reasonable time.

### **GOVERNANCE**

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable state and federal statutes and rules;
- b. Any other provisions of the agreement, including materials incorporated by reference.

### **ASSIGNMENT**

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

### **WAIVER**

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this

given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to the end the provisions of this Agreement are declared to be severable.

### **PAYMENT**

The County agrees to bill the University \$1.00 for the first term of the lease and the University agrees to pay the lease amount in return for the considerations provided herein. Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34.130.

### **CONTRACT MANAGEMENT**

The program manager for each of the parties shall be responsible for and shall be the contact person for all communications regarding the performance of this Agreement.

The Program Manager for Central Washington University is:

Wayne Quirk, Associate Vice President  
Graduate Studies, Research and Continuing Education  
400 E. University Way  
Ellensburg, WA 98926-7510  
(P) 509-963-3101  
(F) 509-963-1799

The Program Manager for Kittitas County is:

Kittitas County Board of County Commissioners  
205 W 5th AVE Suite 108  
Ellensburg WA 98926  
(P) 509-962-7508  
(F) 509- 962-7679

### **ALL WRITINGS CONTAINED HEREIN**

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

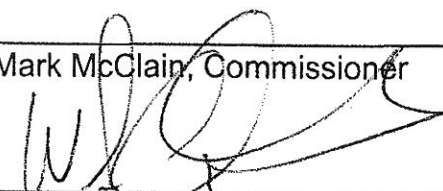
BOARD COUNTY COMMISSIONERS  
KITTITAS COUNTY, WASHINGTON

\_\_\_\_\_  
Alan Crankovich, Chair

\_\_\_\_\_  
David Bowen, Vice-Chair

\_\_\_\_\_  
Mark McClain, Commissioner

*BP 8/3/07*

  
\_\_\_\_\_  
Wayne Quirk,  
Associate Vice President  
Graduate Studies, Research and Continuing Education  
Central Washington University

ATTEST:

\_\_\_\_\_  
Clerk of the Board

APPROVED AS TO FORM:

**AG'S SIGNATURE ON FILE**

\_\_\_\_\_  
Assistant Attorney General  
Central Washington University

APPROVED AS TO FORM:

\_\_\_\_\_  
County Prosecutor  
Kittitas County

IN WITNESS WHEREOF, the parties have executed this Agreement.

Dated this 6<sup>th</sup> day of September, 2007, at Ellensburg, Washington.

BOARD OF COUNTY COMMISSIONERS  
KITITAS COUNTY, WASHINGTON

*Alan Crankovich*  
Alan Crankovich, Chair

*David B. Bowen*  
David Bowen, Vice-Chair

*Mark McClain*  
Mark McClain, Commissioner

Wayne Quirk,  
Assisociate Vice President  
Graduate Studies, Research and Continuing Education  
Central Washington University

ATTEST:

*Dulcie Myers*  
Clerk of the Board O.A.



APPROVED AS TO FORM:

*Kimberly A. Lora*  
Assistant Attorney General  
Central Washington University

APPROVED AS TO FORM:

*Paul A. Perkins WA#31759*  
County Prosecutor  
Kittitas County



# Exhibit A Map of Gladmar Park

