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INTERAGENCY AGREEMENT
 Between
WASHINGTON STATE PARKS AND RECREATION COMMISSION
 And
KITTITAS COUNTY

AGREEMENT# WR 113-049

THIS AGREEMENT is made and entered into by and between the Washington State Parks and Recreation Commission, hereinafter referred to as "PARKS," and Kittitas County through the Kittitas County Department of Public Works hereinafter referred to as the "COUNTY".

IT IS THE PURPOSE OF THIS AGREEMENT to provide the professional expertise that does not exist within the limited staff availability of PARKS and that the COUNTY can perform on a mutually beneficial basis.

THEREFORE, IT IS MUTUALLY AGREED THAT:

The COUNTY shall furnish the necessary personnel, equipment, material, and/or services and otherwise do all things necessary for or incidental to the performance of the work set forth herein.

PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on the date signed by State Parks, and be completed on March 31, 2012, unless terminated sooner as provided herein. Agreement shall automatically expire on May 31, 2012, unless otherwise extended by amendment.

STATEMENT OF WORK

The COUNTY shall perform the following work or provide the following services, for up to the maximum project costs as indicated below.

Perform maintenance by plowing snow (snow removal), grading and leveling, and installing appropriate highway signs at the following location(s) or area(s), **Reecer Creek and Lake Kachess Sno-Parks**. PROVIDED, However, all parking area snow plowing operations shall be secondary in priority to the clearing of snow from state and county roads: PROVIDED, FURTHER, That while conducting snow plowing operations in parking areas COUNTY may prohibit parking or further parking therein for such periods of time as may be necessary to allow performance of the snow removal operations with a minimum of interference from parked vehicles.

STANDARDS

Equipment Standards:

a) Equipment utilized shall be the type to undergo extensive loading stress due to deep snow and mountainous terrain. Equipment shall be of an approved type; e.g., 1-ton pick-up truck with blade, snow blower, front-end loader with dump truck or other preapproved model.

b) Snow removal equipment shall be outfitted with a closed, heated cab, a first aid and survival kit, rotating beacons or strobe lights with an accurate working hour meter, and shall have a blade or blower. Flares and other warning devices shall be carried in case of breakdown.

Operator Standards:

a) The COUNTY and equipment operator(s) must have a minimum of two years demonstrated experience in road and parking lot snow removal.

b) Equipment shall be operated in a safe and prudent manner. The operator shall be courteous and considerate when dealing with the public. If the equipment must be left unattended, it shall be left in as safe a place as possible with regards to recreational users; PARKS and land owners must also be notified of unattended equipment. Flares and other warning devices shall be employed to warn users of hazards associated with unattended equipment.

c) Equipment and operator must be available on an on-call basis with 2 hours advance notice (24 hours per day, 7 days per week), unless already in use on higher priority county and state roads.

Snow Removal Standards:

a) The COUNTY shall maintain roads with a minimum of two inches of snow remaining on the road surface so as not to damage the road surface. No snow removal shall occur unless there is a minimum of four to six inches of snow on the ground and snow is continuing to fall, or there have been successive two to three inch snowfalls and the depth of the snow in the parking area has reached four to six inches in depth. The COUNTY is subject to no payment if unsatisfactory surfaces remain.

b) The COUNTY shall remove snow, ice, and debris from culverts and ditches so that the drainage system will function efficiently at all times. Banks shall not be undercut.

c) Snow berms shall not be left on the road surface. Berms left on the shoulder of the road shall be removed and/or drainage holes shall be opened and maintained. Drainage holes shall be spaced as required to obtain satisfactory surface drainage without discharge on erodible fills.

d) Work shall be performed in a manner to preserve and protect roads and roadside structures such as signs and culverts, to prevent erosion, and prevent damage to roads, streams and other Forest values. Road slopes shall not be undercut. Care shall be taken to ensure that gravel is not bladed off road shoulders. Paved areas shall be plowed as clear as possible without damage to the paved surface. Snow removal standards shall be from ditch line to outside shoulder for the entire length. On two lane roads, snow removal must be sufficient to allow two vehicles to pass side by side. Work shall be performed in accordance with all landowner rules and regulations.

DUTIES

Snow Removal:

a) Snow removal shall end by March 31 of each season unless snow conditions dictate otherwise. Any additional snow removal after March 31 is subject to mutual agreement by PARKS and the COUNTY and budgetary allowances of PARKS.

b) Snow removal should be performed between the hours of 5 p.m. and 5 a.m. when the recreating public is least likely to be in the parking lot, or as directed by the Forest Service or landowner representative and/or PARKS Representative.

c) Arrangements for equipment parking may be approved by Forest Service representatives or landowners when not in use. Regardless of the location selected to park equipment, the COUNTY will be responsible for the security of the equipment.

Signing under direction of the landowner:

a) The COUNTY shall install appropriate Sno-Park signs and replace signs that have been removed or vandalized. The COUNTY shall request adequate quantities of such signs from PARKS and PARKS shall provide such signs at no cost to the COUNTY.

b) Signs such as; "No Parking - Turnaround Only", "Single Lane Road with Turnouts", and "No Turnaround Beyond This Point", and/or other warning signs shall be installed as necessary to maintain safe driving conditions for the public. These signs shall be installed and maintained at the COUNTY's expense during the winter season.

c) The COUNTY shall provide, place and remove two (2) W21-3 ROAD MACHINERY AHEAD signs as described in the Manual on Uniform Traffic Control Devices for each shift equipment is working. Work may also include removal of snow slides, earth slides, and trees 24 inches in diameter or smaller that have fallen or may fall across the designated Sno-Park/s.

d) The COUNTY shall inform PARKS or the on the ground coordinator when signs have been removed or vandalized.

Payment:

a) Payment shall be made on the basis of hours of snow removal service provided at the designated Sno-Parks. No payment shall be made for non-designated snow removal. Payment will be made only after proper documentation has been provided to PARKS.

PAYMENT

Compensation for the work provided in accordance with this agreement has been established under the terms of RCW 39.34.130. The parties have estimated that the cost of accomplishing the work herein will not exceed **One Thousand, Nine Hundred Fifty-Three and No/100ths Dollars (1,953.00)**. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount prior to the commencement of any work which will cause the maximum payment to be exceeded. Compensation for services shall be based on the following rates and in accordance with the following terms.

Reecer Creek, located on USFS Road 2008, approximately two miles from the County Road: \$569 maximum (SM 16600).

Kachess Lake Road, located 3.5 miles north of Exit 62 off I-90, on Kachess Lake Road: \$1,384 maximum (\$672 WR 16100; \$712 SM 16600)

BILLING PROCEDURE

To apply for payment, the COUNTY must submit completed clean originals of the following documentation and information to the PARKS Representative, which are incorporated by this reference:

- a) An invoice voucher, FORM A19-1A (provided by PARKS), containing a statement of the COUNTY'S charges in providing services; and
- b) Snow removal log, FORM WR-206 (provided by PARKS).

When the services specified herein have been performed and accepted as satisfactory by PARKS, and the PARKS Representative has received the above-mentioned documentation, PARKS shall render payment to the COUNTY. Payment may be provided to the COUNTY once a month, with the exception that payment may be rendered twice in the first month of services, provided the COUNTY submits an additional invoice voucher with supporting documents for payment. The COUNTY shall submit the documents required for payment on or before the tenth (10th) day of each month following the first month of services.

At the end of the project, the COUNTY must file with the PARKS Representative a completed clean original project summary report, FORM WR-201 (provided by PARKS and incorporated herein by reference). The summary report is due no later than **April 30** of the contract year, or within 15 days of termination of this agreement if sooner. Final payment may be held until the project summary report has been received by PARKS.

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 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. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. 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 state of Washington. 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.

AGREEMENT ALTERATIONS AND AMENDMENTS

This agreement may be amended by mutual agreement of the parties. Such amendments shall

not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

TERMINATION

Either party may terminate this Agreement upon 30 days' prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

INDEMNIFICATION

Each party shall be responsible for the actions and inactions of itself and its own officers, employees, and agents acting within the scope of their authority under this Agreement.

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 fifteen (15) 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, contract 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. Nothing in this section prevents either party from pursuing other remedies allowable to it under law and either party may bring an action against the other in a court of competent jurisdiction.

GOVERNANCE

This contract 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. statement of work; and
- c. any other provisions of the agreement, including materials incorporated by reference.

GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Washington and venue for any lawsuit shall be in the Kittitas County Superior Court.

FILING

This Agreement shall be posted on the Kittitas County's public website pursuant to RCW 39.34.040.

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 Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be 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 this end the provisions of this Agreement are declared to be severable.

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.

PROPERTY

Unless otherwise specifically agreed by the parties in writing, all property, personal and real, utilized by the parties hereto in the execution of this Agreement shall remain the property of that party initially owning it.

HEADINGS

The headings of sections and paragraphs of this Agreement are for convenience of reference only and are not intended to restrict, affect or be of any weight in the interpretation or construction of the provisions of such sections or paragraphs.

PROJECT MANAGEMENT

The project representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The Project Representative for COUNTY is: Kelly Carlson, (509) 962-7523, Kelly.Carlson@co.kittitas.wa.us

The Project Representative for PARKS is: Wayne McLaughlin, (360) 902-8662, wayne.mclaughlin@parks.wa.gov

IN WITNESS WHEREOF, the parties have executed this Agreement.

Washington State Parks and Recreation Commission

Kittitas County

By: *Mark J. Beland*

By: *Obie O'Brien*

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Obie O'Brien, Commissioner

Title: FINANCIAL SERVICES ADMINISTRATOR

Title: *Paul Jewell*

Paul Jewell, Commissioner

Date: 12/09/2011

Date: *Alan Crankovich*

Alan Crankovich, Commissioner

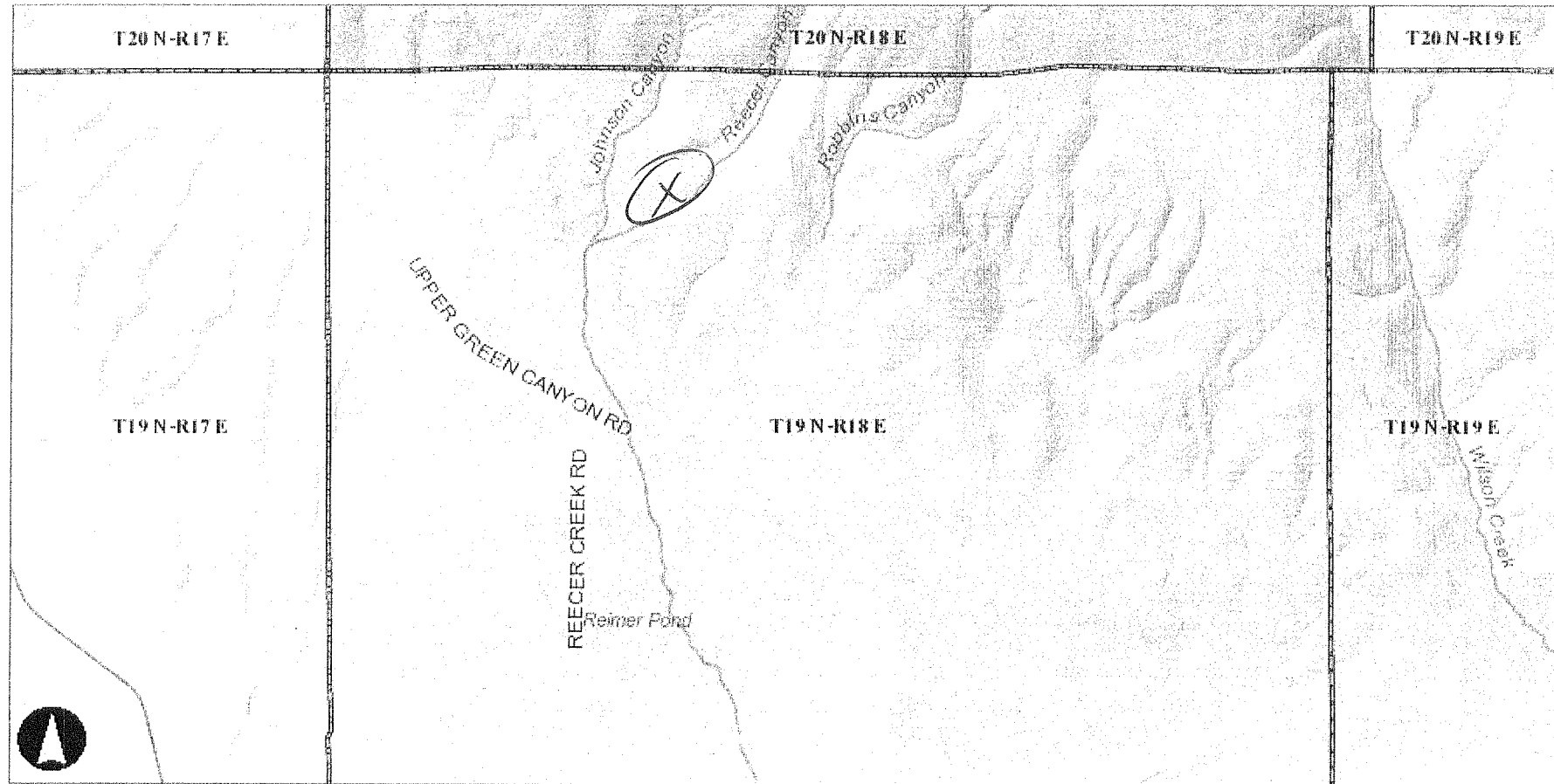
Approved As To Form:
William Van Hook
Asst. Attorney General
02/20/07

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Reecer Creek Sno-Park



Map Center: Township:19 Range:18 Section:9

Kittitas County Disclaimer

Kittitas County makes every effort to produce and publish the most current and accurate information possible. No warranties, expressed or implied, are provided for the data, its use, or its interpretation. Kittitas County does not guarantee the accuracy of the material contained herein and is not responsible for any use, misuse or representations by others regarding this information or its derivatives.



Kachess Lake Sno-Park



Map Center: Township:21 Range:13 Section:7

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