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WR-2006/07-04  
SM-16600 and WR-16100 (4/30/2007)

1ST 2ND 3RD  
BOARD OF KITTITAS COUNTY COMMISSIONERS

**STATE OF WASHINGTON  
WASHINGTON STATE PARKS AND RECREATION COMMISSION**

**SNOWMOBILE AND WINTER RECREATION PROGRAMS  
COOPERATIVE/COLLECTION AGREEMENT**

The State of Washington, Washington State Parks and Recreation Commission, (Agency), and Kittitas County Department of Public Works (Project Sponsor), on the date last below written, enter into the following cooperative agreement one with the other for the purposes and on such terms and conditions as are set forth below.

WHEREAS, pursuant to provisions of Chapters 46.10 and 79A.05 of the Revised Code of Washington, respectively, the Agency administers certain funds available for snowmobiling and non-snowmobiling winter recreation programs; and

WHEREAS, the Project Sponsor desires to provide services in aid of such programs by undertaking certain projects, more particularly described below;

NOW, THEREFORE, the Agency and the Project Sponsor agree as follows:

**SECTION 1: SCOPE OF PROJECT(S) AND MAXIMUM PROJECT COSTS**

The Project Sponsor is describes as follows:

Kittitas County Department of Public Works  
411 North Ruby Street, Suite 1  
Ellensburg, WA 98926  
Phone: (509) 962-7523  
Fax: (509) 962-7663  
UBI Number: XXXXXXXXXX  
Taxpayer Identification Number: 91-6001349  
Contract Representative: Kelly Carlson

Agency Representative:

Laura Moxham  
PO Box 42662  
7150 Cleanwater Lane  
Olympia, WA 98504-2662  
Phone: (360) 586-6645  
Fax: (360) 586-6651  
[laura.moxham@parks.wa.gov](mailto:laura.moxham@parks.wa.gov)

The Project Sponsor shall perform the following work or provide the following services, for up to the maximum project costs so indicated below as provided in the attached project application/s which are incorporated by reference herein:

**PART 1: SNOW REMOVAL:**

Perform maintenance by plowing snow (snow removal), grading and leveling, and installing appropriate highway signs at the following location(s) or area(s): 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 the Project Sponsor 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:

- A. Reecer Creek, located on USFS Road 2008, approximately two miles from the County Road: **\$500** maximum (SM-16600).
- B. Kachess Lake Road, located 3.5 miles North of Exit 62, off I-90, on Kachess Lake Road: **\$2,500** maximum (\$1,875 maximum, SM-16600. \$625 maximum, WR-16100).

## **SECTION 2: ADJUSTMENTS IN MAXIMUM PROJECT COSTS**

The maximum total of all project costs, as reflected in Section 1 above, is **\$3,000**. It is understood that by applying for adjustment of maximum project costs, the Project Sponsor may seek an overall increase in allowable costs, or may seek to shift maximum allowable costs from one or more projects to (an)other project(s) within the maximum total of all project costs specified above: PROVIDED, FURTHER, However, that nothing herein contained shall be construed as obligating the Agency or the Project Sponsor to expend funds or to otherwise contract for indebtedness in excess of amounts authorized or appropriated by law.

## **SECTION 3: PAYMENT/REFUNDS**

In consideration for the performance of the project work and services enumerated in Section 1 above, the Agency shall reimburse the Project Sponsor for the actual costs of performing such work and services, up to the dollar amounts specified as maximum project costs. The Project Sponsor shall submit to the Agency itemized statement(s) of charges for reimbursement of such costs: PROVIDED, However, such statement(s) shall not be submitted more frequently than once each month during the term of this agreement. PROVIDED, FURTHER, that the final statement of charges shall be submitted on or before the termination date of this agreement.

## **SECTION 4: LIQUIDATED DAMAGES**

The Agency has an immediate requirement for the materials, equipment or services specified herein. Liquidated damages will be assessed in the amount of actual damages incurred by the state as a result of Project Sponsor's failure to perform herein, see attached *WRATT-105*.

## **SECTION 5: RECORDS**

The Project Sponsor shall maintain when snow removal is provided a snow removal log,

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*FORM WR-206*, as provided by the Agency, a copy of which is attached hereto, which by this reference is incorporated into this agreement as though set forth fully herein. For remuneration, the Project Sponsor shall submit a clean, legible original of a completed snow removal log along with an invoice to the Agency, not more than once a month, on or before the 10th day of the month following that in which the service was performed.

The Project Sponsor shall file with the Agency a completed Project Summary Report, *FORM WR-201*, for Section 1 not later than **April 30**, or within 15 days of termination of this agreement if sooner.

The Project Sponsor shall compile and maintain complete, detailed and accurate records and accountings of all funds expended under this agreement for snowmobile enforcement and non-motorized winter sports enforcement, and shall make such records and accountings available to the Agency, or to any other agency of the State of Washington responsible for reviewing or auditing Agency transactions, for audit purposes at any time during the term of this agreement, and for a period of six (6) years thereafter.

#### **SECTION 6: COMPLIANCE WITH ENVIRONMENTAL LEGISLATION**

The proposed actions under this agreement have been analyzed for their environmental impacts by Agency staff and found to be in compliance with SEPA (WAC 197-11). However, if for any reason, it should become necessary to provide further environmental review, the Project Sponsor agrees to provide additional data or information to comply with any such requirement.

The Project Sponsor agrees that any and all environmental permits required, such as shoreline management, hydraulics project approval, forest practices, etc., have been obtained by the Project Sponsor and all conditions of such permits will be followed by the Project Sponsor and/or his agent.

#### **SECTION 7: INDEMNIFICATION**

Each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of their officers, agents, or employees to the fullest extent required by law, and further agrees to save, indemnify, defend, and hold the other party harmless from any such liability. In the case of negligence of more than one party, any damages allowed shall be levied in proportion to the percentage of negligence attributable to each party.

#### **SECTION 8: SELF-INSURANCE**

If Project Sponsor is self-insured, evidence of its status as a self-insured entity shall be provided to State. If requested by State, Project Sponsor must describe its financial condition and the self-insured funding mechanism.

## **SECTION 9: OUTSIDE COOPERATION AND ASSISTANCE**

This agreement shall not be construed as in any manner limiting or restricting the Project Sponsor's ability to develop, administer, operate, or maintain other winter recreation programs or projects, either by itself or in cooperation with other public or private agencies, organizations or individuals, nor shall this agreement be construed as the exclusive manner in which the winter recreation program(s), project(s), or service(s) detailed above may be funded: PROVIDED, However, if the Project Sponsor receives funding for such program(s), project(s), or service(s) from outside sources other than the Agency, the Agency shall not be billed hereunder for any services performed with such outside funds received by the Project Sponsor. To the extent that it is practical and feasible, the Project Sponsor will solicit participation or suggestions by winter recreationists familiar with the Project Sponsor's project area(s) in accomplishing the program(s), project(s), and service(s) detailed herein.

## **SECTION 10: NONDISCRIMINATION\BARRIER FREE ACCESS**

The Project Sponsor shall not discriminate against any employee or applicant for employment, nor exclude any person from the benefits of or deny participation to any person in any of the winter recreation programs or projects funded hereunder on account of race, creed, color, sex, marital status, age, national origin, or the presence of any sensory, mental, or physical handicap. The Project Sponsor hereby agrees to comply with all applicable requirements under the Americans with Disabilities Act (ADA).

## **SECTION 11: FREEDOM OF INFORMATION ACT (FOIA)**

Any information furnished to the Project Sponsor under this agreement is subject to the Freedom of Information Act (5 U.S.C. 552).

## **SECTION 12: ENDORSEMENT**

Any Agency contributions made under this agreement do not by direct reference or implication convey Project Sponsor endorsement of the Agency's products or activities.

## **SECTION 13: ENTIRE AGREEMENT/MODIFICATION**

This document, including the project application(s) and Winter Recreation Forms and Attachments, represents the entire agreement of the parties, and may not be modified except by mutual written agreement of the parties. In the event of a conflict among the terms of this agreement, the specific provisions set forth above shall control.

## **SECTION 14: PERMISSION OR RIGHT TO GO UPON PROPERTY OF ANOTHER**

The Project Sponsor shall be solely responsible for obtaining any and all necessary land use agreements, permits, licenses, or easements from those agencies, organizations or individuals upon whose land the services called for in this agreement are to be performed.

**SECTION 15: CONFLICT OF INTEREST**

The Agency may, by written notice to the Project Sponsor, terminate this agreement if it is found after due notice and examination by the Agent that there is a violation of, Chapter 42.52 RCW; or any similar statute, code or administrative requirement involving the Project Sponsor in the procurement of, or performance under, this agreement.

**SECTION 16: TERMINATION**

This agreement shall terminate on **April 30, 2007**: PROVIDED, However, either party may earlier terminate this agreement upon ten (10) days written notice to the other, such termination being effective on the tenth day following receipt of such notice by the party to whom it was addressed, or at such later time as may be specified in the written notice, except for any remaining obligations of the Project Sponsor as may exist under the Payment/Refunds, Liquidated Damages and Records provisions of this agreement.

**SECTION 17: AUTHORIZED REPRESENTATIVES**

The parties certify that the individuals listed in this agreement as representatives are authorized to act in their respective areas for matters related to this agreement.

WASHINGTON STATE PARKS AND RECREATION COMMISSION

KITTITAS COUNTY DEPARTMENT OF PUBLIC WORKS (PROJECT SPONSOR)

By: *[Signature]*

By: *David B. Bowen*

Title: *Asst Director*

Title: *Board Chair*

Date: *11-20-06*

Date: *11-07-06*

Federal ID #: 

APPROVED AS TO FORM:

   /S/ 10/24/05  
Mark F. Schumock  
Assistant Attorney General

REVIEWED BY:

   /S/  
Frank A. Galloway  
Washington State Parks and Recreation Commission  
Contract Specialist

Attachments: WRATT-105, WR Schedule of Liquidated Damages  
FORM WR-201, Project Summary Report  
FORM WR-206, Snow Removal Log

**WASHINGTON STATE PARKS AND RECREATION COMMISSION  
WINTER RECREATION PROGRAM  
PROJECT SUMMARY REPORT**

Contract No.: WR-06/07-04

The purpose of this report is to show a brief summary of your project accomplishments and expenditures and to certify their occurrence.

Project Sponsor: **Kittitas County**  
Contract Termination Date: **April 30, 2007**

		<u>Amendments</u>	<u>Project Sponsor Final Expenditure</u>
<b>Snow Removal</b>			
Reecer Creek (SM-16600)	\$ 500		\$ _____
Kachess Lake Road (WR-16100 1/4, SM-16600 3/4 (WR-16100 1/4, SM-16600 3/4))	\$ 2,500		\$ _____
<b>TOTAL</b>	<b>\$ 3,000</b>	\$ _____	<b>\$ 3,000</b>
<b>TOTAL ACTUAL EXPENDITURES</b> (State Parks Snowmobile and/or Sno-Park funds only)			\$ _____
<b>BALANCE</b>			\$ _____

NOTE: Attach the completed original summary logs and return with this report (if you have not done so already).

Project Sponsor's Certificate: I hereby certify under penalty of perjury that the expenditures listed herein are substantiated by actual payment(s) of record and the costs are in accordance with the terms of the Project Contract/Agreement; and that any equipment on loan to the Project Sponsor from State Parks, as part of the Winter Recreation Program, and as provided in the Agreement, has been completely serviced prior to termination of the Project Contract/Agreement, as provided by the Agreement.

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



**WINTER RECREATION PROGRAM SCHEDULE OF LIQUIDATED DAMAGES**Liquidated damages for contract violations listed below:

First violation: written notice

Second violation of same standard: twenty-five dollars (\$25.00)

Each subsequent violation of same standard: the actual dollar value of damage upon State Parks in its sole determination, with a maximum of one hundred dollars (\$100.00)

<b>Monitor</b>	<b>Standard</b>	<b>Performance Measure</b>	<b>Correct by</b>
WR Staff	*Reporting	*Timely daily reports of changes to grooming information and other pertinent updates, ie: hazards in area.	Immediately
WR Staff	Daily Logs	Complete original daily logs (trail grooming, snow removal and/or enforcement) turned in by the 10 <sup>th</sup> day of the month following that in which the service was provided.	14 calendar days
WR Staff	*Season Totals Logs	*Complete original season totals logs (trail grooming and/or enforcement) turned in by the end of the winter season or within 15 days of last documented service.	14 calendar days
WR Staff	End of Season Reports	Complete original project summary reports turned in by the end of the season or within 15 days of last documented service.	14 calendar days
WR Staff	*Satellite Phones/Transceivers	*Return of phones and all accessories and guides by May 1 in the same boxes in which they were sent. All items returned in good working order and in clean condition.	Immediately

\*May not be applicable to all Agency contracts/agreements.

