

**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

The Project Sponsor shall perform the following work or provide the following services, for up to the maximum project costs so indicated below:

PART 2: 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: **\$600** maximum (SM-16600).
- B. Kachess Lake Road, located 3.5 miles North of Exit 62, off I-90, on Kachess Lake Road: **\$1,367** maximum (\$750 maximum, SM-16600. \$617 maximum, WR-16100).

SECTION 2: ADJUSTMENTS IN MAXIMUM PROJECT COSTS

The maximum total of all project costs, as reflected in Section 1 above, is **\$1,967**. 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, with the exception that statement(s) may be rendered twice in the first month of service, 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*.

ORIGINAL

SECTION 5: RECORDS

A. Payment:

To apply for payment, the Project Sponsor must submit completed clean originals of the following documentation and information to the Agency Representative, which are attached hereto and incorporated by this reference:

- a) An invoice voucher, FORM A19-1A (provided by the Agency), containing a statement of the Project Sponsor's charges in providing services; and
- b) Snow removal log or like document, FORM WR-206 (provided by the Agency).

When the services specified herein have been performed and accepted as satisfactory by the Agency and the above mentioned documentation has been received by the Agency Representative, the Agency shall render payment to the Project Sponsor. Payment may be provided to the Project Sponsor once a month, with the exception that payment may be rendered twice in the first month of services, provided the Project Sponsor submits an additional invoice voucher with supporting documents for payment. The Project Sponsor 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 Project Sponsor must file with the Agency Representative a completed clean original project summary report, FORM WR-201 (provided by the Agency and incorporated herein by reference). Final payment may be held until the project summary report has been received by the Agency no later than **April 30** of the contract year, or within 15 days of termination of this agreement if sooner.

B. Record Retention:

The Project Sponsor shall compile and maintain complete, detailed and accurate records and accountings of all funds expended under this agreement, 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 **May 31, 2008**: 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 DEPT. PUBLIC WORKS
(PROJECT SPONSOR)

By: [Signature]
Title: Assistant Attorney General
Date: 11-27-07

By: [Signature]
Title: Boca Chair
Date: 11/16/07
Federal ID #: 91-6001349

APPROVED AS TO FORM:

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

REVIEWED BY:

/S/ 10/5/07
Frank A. Galloway Date
Washington State Parks and Recreation Commission
Contract Specialist

WR03
Attachments: WRATT-105, WR Schedule of Liquidated Damages
FORM A19-1A, Invoice Voucher
FORM WR-201, Project Summary Report
FORM WR-206, Snow Removal Log

WINTER RECREATION PROGRAM SCHEDULE OF LIQUIDATED DAMAGESLiquated damages for contract violations listed below:

First violation: written notice.

Each subsequent violation of same standard: fifty dollars (\$50.00).

Monitor	Standard	Performance Measure	Correct by
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 th 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	*Return of phones and all accessories and guides within 15 days of the last grooming 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.

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

Contract No.: WR-07/08-04

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: **May 31, 2008**

	<u>Amendments</u>	<u>Project Sponsor Final Expenditure</u>
Snow Removal		
Reecer Creek (SM-16600)	\$ 600	\$ _____
Kachess Lake Road (WR-16100 1/4 and SM-16600 3/4)	\$ 1,367	\$ _____
 TOTAL	 \$ 1,967	 \$ 1,967
 TOTAL ACTUAL EXPENDITURES (State Parks Snowmobile and/or Sno-Park funds only)		 \$ _____
 BALANCE		 \$ _____

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: _____