

INTERLOCAL AGREEMENT FOR PROVISION OF MUNICIPAL SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this ^{25th} day of March 2008, by and between KITTITAS COUNTY, a political subdivision of the State of Washington, hereinafter referred to as the "County", and the PUBLIC UTILITY DISTRICT NO. 2 OF GRANT COUNTY, a municipal corporation incorporated under the laws of the State of Washington, hereinafter referred to as the "District".

RECITALS

WHEREAS, the District owns property lying in the Northwest quarter of the Northwest quarter of Section 29, Township 17 North, Range, 23, E.W.M., Kittitas County at Vantage, Washington.

WHEREAS, the County operates the Kittitas County boat launch, restroom and parking facilities issued under District Land Use Permit #38.

WHEREAS, the District desires to enter an agreement with the County regarding site maintenance of the Kittitas County boat launch.

WHEREAS, this Agreement for services is authorized by the provisions of Chapter 39.34 RCW, the Interlocal Cooperation Act,

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. PURPOSE AND SCOPE

The purpose of this Agreement is for the District to assist the County with site maintenance and utility costs for the Kittitas County boat launch site and restroom facilities in Vantage, Washington. Subject to the dollar limitation set forth in Section 2 below, the District will for the period May 1 - October 1, 2008: A.) through its own employees, or by contracting with a third party, provide site maintenance consisting of restroom maintenance and cleaning, as well as litter pickup in the boat launch, restroom, and parking areas up to 6 days per week; and B.) reimburse the County for utility costs at the boat launch for electrical power, garbage removal, water, and sewer. Kittitas County will continue to be responsible for all maintenance and utility costs that exceed the dollar limitations set forth below.

2. COMPENSATION AND METHOD OF PAYMENT

The District will provide services and funding described in Section 1 provided that the total costs of the same, inclusive of District's own internal labor costs and expenses, shall not exceed \$15,000.

3. MAINTENANCE OF RECORDS

Each party hereto agrees to maintain books, records and documents using accounting procedures which accurately reflect all direct and indirect costs related to the performance of services under this Agreement. Each party may examine the other party's books and records to verify the accuracy of invoices. Each party's fiscal management system shall include the capability to provide accurate and complete disclosure of all costs invoiced under this Agreement.

4. INDEMNIFICATION

- A. The County shall indemnify, defend and hold harmless the District, its agents, employees and officers from any and all liability arising out of the performance of this Agreement by the County, whether by act of omission of the County's agents, employees or officers. Any liability attaching to the County shall be reduced by any proportion that such injury or harm is caused by negligence or intentional misconduct of the District, its agents, employees, or officers.
- B. The District shall indemnify, defend and hold harmless the County, its agents, employees and officers from any and all liability arising out of the performance of this Agreement by the District, whether by act of omission of the District agents, employees or officers. Any liability attaching to the District shall be reduced by any proportion that such injury or harm is caused by negligence or intentional misconduct of the County, its agents, employees, or officers.

5. INSURANCE

The County agrees to procure and maintain in full force and effect for the duration of this Agreement public liability and property damage insurance with limits of liability not less than \$1,000,000. The District is self-insured to the first \$500,000 of liability per occurrence. The District agrees to procure and maintain in full force and effect for the duration of this Agreement public liability and property damage insurance for an additional \$500,000 per occurrence.

6. ASSIGNMENT

This Agreement cannot be assigned, transferred or any portion subcontracted by either party hereto without the prior written consent of the other party.

7. FUTURE SUPPORT

Neither party to this Agreement makes any commitment to future support and assumes no obligation for future support of any activity contracted for herein, except as may be expressly set forth in this Agreement.

8. COMPLIANCE WITH LAWS

Each party hereto, in its performance of this Agreement, agrees to comply with all applicable local, State, and Federal laws and ordinances.

9. RELATIONSHIP OF THE PARTIES

No agent, employee or representative of the District shall be deemed to be an agent, employee, or representative of the County for any purpose, and the employees of the District are not entitled to any of the benefits the County provides to County employees. No agent, employee or representative for the County shall be deemed to be an agent, employee or representative of the District for any purpose, and the employees of the County are not entitled to any of the benefits the District provides to District employees.

In the performance of the work herein contemplated, the party performing the work is an independent contractor with the authority to control and direct the performance of the details of the work; however, the work contemplated herein shall be subject to the general rights of inspection and review of the party requesting the work be done, to secure the satisfactory completion thereof.

10. ADMINISTRATOR

- (i) Jerri Mickle shall be the Administrator of this Agreement for the District.
- (ii) Brandon Drexler shall be the Administrator of this Agreement for Kittitas County insofar as it relates to agreed upon services.

Each Administrator shall assure that all activity/work is performed in accordance with good practice and in compliance with all applicable codes, standards and regulations of any public authority having jurisdiction.

Each Administrator shall see to it that all activity/work shall be performed in full compliance with all obligations and responsibilities imposed by any applicable laws or regulations, including but not limited to RCW 39.12.

11. DISPUTES

If a dispute arises between the parties concerning this Agreement, the Director of the District's Natural Resources Division and the Director of the County's Public Works Department shall attempt to resolve the dispute. If they are unsuccessful, the dispute shall be referred to the District Manager and the Chair of the Board of County Commissioners for resolution. If not resolved by the Manager and Chair within thirty (30) days of referral, either party may pursue court action.

12. JURISDICTION

Any legal dispute between the parties to this Agreement shall be governed by the laws of the State of Washington.

13. DURATION AND TERMINATION

This Agreement shall commence and be effective on May 1, 2008, and remain in full force and effect until October 1, 2008, or until terminated by agreement of the parties, or by written notice of termination given by one party to the other at least thirty (30) days prior to the effective date of such termination.

14. FILING

The Administrators shall, in compliance with RCW 39.34, upon execution of this Agreement, have it filed with the Auditor of Grant County and Kittitas County.

15. RESPONSIBILITY OF LIABILITY

Nothing in this Agreement or the provision of services or materials pursuant thereto shall create or impose liability on the District or the County for the acts of the other, for facilities or damage to facilities of the other.

16. PRIOR AGREEMENT

The terms and conditions of the Permit for Use of Freeboard Area No. 38 remain in full force and effect. Nothing in this agreement alters Kittitas County's responsibilities under Permit No. 38.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

PUBLIC UTILITY DISTRICT No.2
OF GRANT COUNTY, WASHINGTON

KITTITAS COUNTY,
WASHINGTON

By: *Tim Culbertson*
Tim Culbertson
General Manager

By: *[Signature]*
Title: *Bocc Chair*
4/15/08

SIGNATURE CERTIFICATION

(FOR CORPORATION)

STATE OF)

) ss.

County of)

On this day of 20 ____ . . . , before me, the undersigned, a Notary Public in and for the State of , duly commissioned and sworn, personally appeared and to me known to be the and , respectively, of the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that authorized to execute the said instrument, and that the statements contained in said instrument and in the attachments thereto are true and correct to the best of knowledge.

SUBSCRIBED AND SWORN to before me this _ day of _____, 20____.

Signature of Notary Public

(Seal or Stamp)

Title

My Appointment Expires _____

(FOR PARTNERSHIP OR PROPRIETORSHIP)

STATE OF WA)

) ss.

County of Kittitas

On this 15th day of April, 2008, before me, the undersigned, a Notary Public in and for the State of WA, duly commissioned and sworn, personally appeared before me Mark Medatano , to me known to be the individual(s) described in and who executed the within instrument, and acknowledged that he . . . signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned, and on oath stated that he authorized to execute said instrument and that the statements contained in said instrument and in the attachments thereto are true and correct to the best of . . . their knowledge.

SUBSCRIBED AND SWORN to before me this 15th day of April, 2008

Julie A. Kjorsvik
Signature of Notary Public

(Seal or Stamp)

Boce Clerk of the Board
Title
My Appointment Expires 2-19-10

