

**INTERLOCAL AGREEMENT FOR PLAYGROUND EQUIPMENT FUNDING
BETWEEN KITTITAS COUNTY AND THE TOWN OF SOUTH CLE ELUM**

WHEREAS, the Town of South Cle Elum has an established park (South Cle Elum Fireman's Park) that serves all citizens of Kittitas County; and

WHEREAS, included in the Town of South Cle Elum's park (South Cle Elum Fireman's Park) are several structures of outdated playground equipment located and maintained at 811 Madison Ave. in South Cle Elum; and

WHEREAS, it is the desire of the Town of South Cle Elum to replace the outdated playground equipment with new, modern equipment to provide a safe, adequate facility for all citizens to enjoy; and

WHEREAS, Kittitas County's participation in parks for the public includes assisting municipalities and service organizations in their construction and improvement of parks; and

WHEREAS, Kittitas County has available funding in the amount of Twenty-Nine Thousand Six Hundred Ninety-Eight Dollars and Thirty-Three Cents (\$29,698.33) to assist in constructing improvements to the playground portion of South Cle Elum Fireman's Park; and

WHEREAS, the Town of South Cle Elum is willing to maintain the property and provide insurance coverage for operations at the playground portion of the South Cle Elum Fireman's Park and manage funds necessary for the construction of improvements thereto;

NOW THEREFORE, this Agreement is entered into between Kittitas County ("County") and the Town of South Cle Elum ("Town") in consideration of the mutual benefits to be derived and the terms and conditions set forth below:

- 1. Obligation of County Related to Improvements to the South Cle Elum Fireman's Park Playground.** The County shall provide to the Town of South Cle Elum, funds in an amount not to exceed Twenty-Nine Thousand Six Hundred Ninety-Eight Dollars and Thirty-Three Cents (\$29,698.33) related to the improvements described in Exhibit A hereto, which funds shall be maintained by the Town in a parks fund and disbursed for only expenses documented in relation to Exhibit A.
- 2. Obligation of Town Related to Improvements to the South Cle Elum Fireman's Park Playground.** The Town shall maintain the land and liability coverage for the South Cle Elum Fireman's Park Playground, and shall be directly responsible for the receipt into and disbursement from a parks fund in accordance with state law and accepted state accounting standards, those funds to be received from the County as contributed for the Playground improvements referenced in Exhibit A hereto, and to provide the County, as requested, all documentation related to procurement, payment and installation of the Playground equipment referenced in Exhibit A.
- 3. Term of Agreement.** This Agreement shall run from the date of execution to the date of completion of the improvements shown in Exhibit A hereto, but in no event to exceed a period of Twelve (12) months.
- 4. Hold Harmless/Indemnification.** The Town of South Cle Elum shall defend, indemnify and hold the County, its officers, officials, employees and volunteers harmless from any and



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Toll-Free 800-541-0869
Local 425-355-5655
Fax 425-347-3056

Portland Office:
PO Box 25156
Portland OR 97298
Toll-Free 800-304-5587
Local 503-291-1800
Fax 503-291-0100

Quote #: 46790

South Cle Elum Playground Supervised Install

South Cle Elum Parks
Attn: Dora Bannister
PO Box 160
513 Lincoln Street
South Cle Elum, WA 98943
Phone: 509-674-4322
Fax: 509-674-4322
sce@inlandnet.com

Date: 6/20/2008

Model	Quantity	Description	Unit Price	Ext. Price
178749	1	Owner's Kit	\$44.00	\$44.00
85165	1	PSPlus Cobblestone Way	\$26,608.00	\$26,608.00
INSTALL	1	Supervised Installation of 85165 Playground Equipment - Includes marking and digging of holes, 1 day of supervised installation of your work crew.	\$2,575.00	\$2,575.00

SubTotal: \$29,227.00
Discount: \$6,918.08
Material Surcharge: \$1,400.00
Freight: \$2,974.72
Tax: \$2,134.69
Total Amount: \$28,818.33

Contract: USC

Prepared by:

Carmen James, C.P.S.I.

Digitally signed by Carmen James, C.P.S.I.
DN: cn=Carmen James, C.P.S.I., o=SiteLines Park & Playground Products, ou=Regional Representative, email=carmen@sitelines.com, c=US

Thank you for considering SiteLines!

SiteLines Sales Associate Date: 2008.06.20 12:35:04 -0500

----- SUPERVISION TERMS & CONDITIONS -----

SiteLines offers manufacturer-certified installation supervision services for an additional charge. If supervision services are selected, supervision shall be performed by a Certified GameTime Installer. A supervision agreement, listing your responsibilities as well as a list of necessary tools specific to your project, will be sent to you within three weeks of your order placement date. Below is a breakdown of responsibilities for a supervised installation:

SITELINES TO PROVIDE:

- 1) Full assembly manuals from GameTime (one copy mailed in advance of installation; one copy packaged with equipment delivery)
- 2) Guidance and supervision for equipment assembly according to manufacturer's written instructions
- 3) Specialty tools required for assembly

CUSTOMER MUST PROVIDE:

- 1) Meeting of delivery truck, delivery acceptance, and truck unloading**
- 2) Equipment inventory and inspection (report any discrepancies to SiteLines)
- 3) Equipment storage and/or fencing prior to and during installation
- 4) Jobsite prep work for flat, clear sub-grade with a 1% slope; removal of any existing safety surfacing such as pea gravel or wood chips

- 5) Verification that no utility lines and drain lines exist below play equipment use zone and delivery truck route (two weeks prior to digging, call in WA: 1-800-424-5555 / in OR: 1-800-322-2344)
- 6) Access to water and power sources for installation day
- 7) Tool & equipment rental, if needed (listed on supervision agreement)
- 8) Two (2) additional photocopies of the assembly manual for jobsite use (see #1 under "SiteLines", above)

9) Marking of equipment footing holes (footing diagram included in assembly manual)

10) Hole augering (and jackhammering if required) prior to installation day

- 11) Concrete paver blocks, one for each hole - 1" thick; minimum 12" diameter or 8"x8" (8"x16" pavers split in half also work well)
- 12) Volunteers for installation day (call SiteLines for number of volunteers required)
- 13) Concrete supply and installation (call SiteLines for amount of concrete required)
- 14) On-site dumpster or other disposal accommodations for pallets and packing materials
- 15) Site prep-related clean-up and disposal of excess dirt, old concrete, etc.
- 16) Audit, inspection, and routine maintenance after installation

PLEASE NOTE THE FOLLOWING:

- * Supervision services are based on one supervisor for an eight-hour day; for longer days, multiple days, or multiple supervisors, additional charges will apply. Amount of time required for your installation will be based on amount of equipment to be installed and number of volunteers available per day.
- * If project installation cannot be completed on the assigned supervision day(s), owner will be responsible for completion.
- * Play equipment must be fenced from the day holes are marked until concrete footings have cured and safety surfacing is installed.
- * Once ordered, any changes, additions, or deletions must be submitted in writing to SiteLines. Change order approval not guaranteed; additional charges may apply.

For more information about planning your volunteer installation, please ask for a copy of our "Playground Raising Guidelines".

PLEASE PROVIDE THE FOLLOWING INFORMATION TO ASSIST OUR SUPERVISOR:

1) The nearest cross streets to the jobsite's construction entrance: _____ and _____

2) Once at the jobsite, the location of the work area (ex: behind the gym, west of the basketball court, etc.): _____

3) Is the work taking place within 15' of any overhead power lines? _____

4) Primary owner's/contractor's contact for installation:

Name _____ Phone _____ Cell _____ Fax _____

----- U.S. COMMUNITIES SPECIAL CONDITIONS -----

U.S. Communities is a valid purchasing method that has been authorized by state statute for publicly-funded agencies in Alaska, Oregon, and Washington. Pricing shown above is special U.S. Communities contract pricing with all available discounts taken, as set forth by the Master Contract of the U.S. Communities/GameTime purchasing contract. The full contract can be viewed at www.uscommunities.org. Your purchase order must be made to **GAMETIME** and sent to SiteLines for fastest order processing. Invoicing will come directly from GameTime, and payments will be made to GameTime, P.O. Box 11407, Birmingham AL 35246-1187.

----- GAMETIME GENERAL TERMS & CONDITIONS -----

QUOTATION ACCEPTANCE: This quotation is subject to the policies in the current GameTime Park and Playground catalog and the terms and conditions stated herein. Acceptance of the pricing included in this proposal indicates your agreement to these terms and conditions, regardless of form of your purchase order, unless otherwise agreed to in writing by both parties.

PRICING: We will be pleased to honor this quote for order placed with manufacturer by **30 DAYS** after issue

date, for fabrication and delivery immediately following (see estimated delivery lead time below). Orders placed after this date or requested for delayed delivery are subject to pricing increase.

ORDER PLACEMENT: Requirements for order placement are a signed purchase agreement, color selections, and credit approval if your organization is not tax-supported. Please complete the order information and acceptance portions of this quotation or issue a signed purchase order on your company's letterhead, payable to **GAMETIME** (be sure to reference this quote number and provide key information requested herein) and forward it to SiteLines' corporate office for fastest processing. **Purchases in excess of \$1,000.00 require your written purchase order.** Once ordered, any items cancelled, returned, or refused are subject to a 25% restocking fee; all freight (from & to factory) is Buyer's responsibility. Partial cancellations and/or modifications may also result in increased per-unit prices on remaining items. Some products are made-to-order and are not subject to cancellation or return. Buyer shall verify all quantities prior to order placement; GameTime and SiteLines bear no responsibility for incorrect quantities.

EXCLUSIONS: Unless specifically included herein, this quotation excludes the following: site prep work and landscaping; removal of existing equipment; receiving, offloading, & inventory of equipment; storage of goods prior to installation; transfer of equipment from storage site to installation site; equipment assembly and installation; mounting hardware; safety surfacing; containment borders; drainage provisions.

FREIGHT CHARGES: Line item prices are **FOB: FACTORY** unless otherwise noted. Freight costs are based on weight, volume, & destination, for combined shipment of all items to a single destination. Split shipments or revised quantities may result in increased freight charges. If the destination zip code differs from the one listed or if one was not supplied at time of quote, the cost of freight may change. Freight charges shall be prepaid and added at time of invoicing.

SHIPMENT: Including transit time, the current estimated lead time is **6-7 WEEKS** from receipt of your completed order (slightly longer for Alaska deliveries). Lead times do not begin until all required order information is received and accepted by SiteLines and after credit has been approved by GameTime. All equipment is delivered unassembled unless otherwise noted.

RECEIPT OF GOODS: **Offloading, inventory, inspection, and storage shall be the responsibility of the Buyer.** Freight carrier will call 24 hours in advance to notify you of your delivery date. Upon arrival, truck driver will bring goods to the end of the truck container; offloading to ground is Buyer's responsibility. For large or bulky orders, Buyer may wish to have a forklift and/or additional manpower on hand. For delivery in a truck equipped with a liftgate, call for revised quote prior to submitting order; additional charges will apply. Once offloaded, Buyer shall check the delivered items against the delivery receipt provided by the driver, noting any shortages or damages on the receipt before signing for the delivery. Any shortages or damages not noted on the delivery receipt shall be the Buyer's responsibility. SiteLines can assist you with your claim against the carrier; please notify SiteLines of any shortages or damages within three business days following delivery.

WARRANTIES: Manufacturers' standard product warranties apply and cover equipment replacement and freight costs only; labor is not included. SiteLines offers no additional warranties.

TAXES: All orders delivering in Washington are subject to applicable sales tax unless a tax exempt or resale certificate is provided at the time of order placement.

PAYMENT TERMS: Tax-supported government agencies: Payment due net 30 days after delivery. All other agencies: Payment is due with order via check (3% cash-with-order discount) or credit card (MC, VISA, and AmEx accepted). Payment terms may be granted to customers with excellent credit history; completion of GameTime's credit application and approval by GameTime's credit manager is required. A 1.5% per month finance charge will be imposed on all past due accounts. Equipment may be invoiced separately from other services and shall be payable separately from those services and in advance of project completion. Retainage may not be withheld.

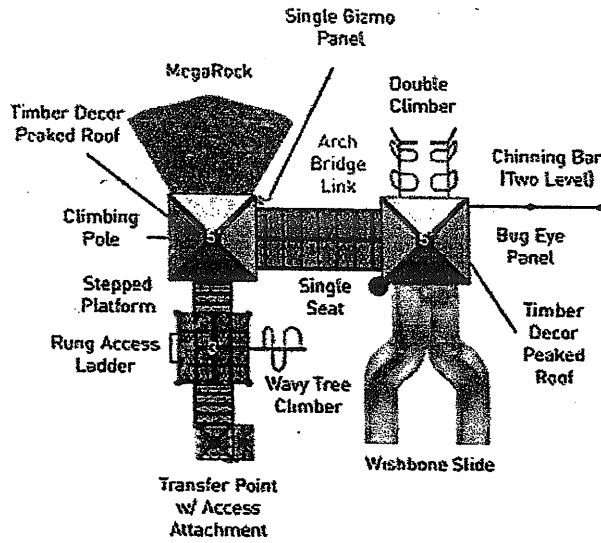
Should you have any questions, please call our office at 800-541-0869 (AK, OR, & WA only) or 425-355-5655 or contact your local sales representative. Thank you for choosing SiteLines, and we look forward to the opportunity to serve you.

Acceptance of this proposal shall be made by an authorized agent of your company and indicates your agreement to the terms and conditions stated herein. Please complete and return all pages to SiteLines' corporate office for order processing.

PowerScape Plus

PowerScapePlus CobblestoneWay

Dow



- Product Name: PowerScapePlus CobblestoneWay
- Model Number: 85165
- Description: Aluminum Upright
- List Price: US \$26,608
- Galvanized (#G85165): US \$26,105
- Minimum Use Zone: 33' 8" x 39' 5"
- Child Capacity: 45-50
- Recommended Ages: 5 to 12
- Critical Fall Height: 6' 0"
- ADA Accessibility
 - Elevated: 8
 - Accessible: 8
 - Ground Level: 4
 - Types: 3
- Additional: 0

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NOTE: Photos may vary...

WARNING: Playgrounds Require Safety Su

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