

## Request for Budget Amendment

Date: June 21, 2010

Amendment # \_\_\_\_\_

Department Use

Department: Sheriff's Office

Amount of Requested Budget Amendment \$10,000.00  
Whole dollars only

### Reason for budget amendment:

To enhance the performance of boating safety and education services in the State.

(Note: 2010-2011)

**Expenditures:** Indicate by budget codes in detail the type of expenses that will be associated with this budget amendment request: (salaries, benefits, supplies, capital outlay, etc)

001.30.12.10.51002 Overtime	\$ 7,858.32
001.30.12.10.52001 Fica	\$ 601.16
001.30.12.10.52002 L&I	\$ 19.52
001.30.12.10.52003 Retirement	\$ 472.29
001.30.12.10.52006 U/C	\$ 48.72
Total	\$ 9,000.00


001.30.12.10.54803 Equipment Maintenance \$500.00

001.30.12.10.53201 Fuel \$500.00

**Revenue:** Indicate by budget codes in detail the type of revenue that will be funding the above budget amendment request: (grants, fees, etc)

1.30.12.10.333.97.012 Boating Safety (#10-016) \$10,000.00

Authorized Signature



Approved by Board of County Commissioners:

Date 7/6/10



Date scheduled for amendment:

(To be completed by Auditor)



**INTERGOVERNMENTAL AGREEMENT**  
**Between**  
**WASHINGTON STATE PARKS AND RECREATION COMMISSION**  
**And**  
**KITTITAS COUNTY SHERIFF'S OFFICE**



**AGREEMENT# LE 911-220**

**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 Sheriff's Office, hereinafter referred to as the "CONTRACTOR".

**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 CONTRACTOR can perform on a mutually beneficial basis. This work is to establish a cooperative framework between PARKS and the CONTRACTOR to enhance the performance of boating safety and education services in the state. The goal is to reduce the number and severity of recreational boating casualties of all types associated with recreational boating and ensuring a safe and enjoyable boating environment for all users.

**THEREFORE, IT IS MUTUALLY AGREED THAT:**

**STATEMENT OF WORK**

**RECEIVED**

JUL 13 2010

**CONTRACTS**

CONTRACTOR 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 in the Scope of Work, **Exhibit "A"**, attached hereto and incorporated herein.

**PERIOD OF PERFORMANCE**

CONTRACTOR'S eligibility shall be for the period July 1, 2010 through June 30, 2011.

**PAYMENT**

Compensation for the work provided in accordance with this agreement has been established under the terms of RCW 39.34.130. CONTRACTOR is eligible for an amount not to exceed **Sixteen Thousand, Three Hundred Thirty-Seven, and No/100ths Dollars (\$16,337.00)**. Reimbursement is based on terms as set forth in the Scope of Work.

**BILLING PROCEDURE**

Unless specified otherwise in the attached Scope of Work, The CONTRACTOR shall submit invoices no more often than monthly. Payment to the CONTRACTOR for approved and completed work will be made by warrant or account transfer by PARKS within 30 days of receipt of the invoice. Upon expiration of the contract, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

## **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 any, 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.

## **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. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

## **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.

## **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.

## **CONTRACT MANAGEMENT**

The contract 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 Contact Representative for CONTRACTOR is: Kim Dawson, (509) 962-7089, [kim.dawson@co.kittitas.wa.gov](mailto:kim.dawson@co.kittitas.wa.gov), 307 Umptanum Road, Ellensburg, WA 98926-6720

The Contract Representative for PARKS is: Mark Kenny, (360) 902-8835, [mark.kenny@parks.wa.gov](mailto:mark.kenny@parks.wa.gov), PO Box 42650, Olympia WA 98504-2650

**IN WITNESS WHEREOF, the parties have executed this Agreement.**

**Washington State Parks and  
Recreation Commission**

By: 

Title: Financial Services Administrator

Date: 7/13/10

**Kittitas County Sheriff's Office**

By: 

Title: Sheriff

Date: 06-21-10

fg


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

**RECEIVED**

**JUL 13 2010**

**CONTRACTS**

Exhibit "A"

	<h2 style="text-align: center;">Scope of Work Kittitas County</h2>	
<p><b>CONTRACTOR:</b> Kittitas County Sheriff's Office</p> <p><b>CONTRACTOR CONTACT:</b> Kim Dawson, Administrative Assistant <a href="mailto:Kim.dawson@kittitas.wa.us">Kim.dawson@kittitas.wa.us</a></p>		<p><b>CFDA NUMBER:</b>    <b>97-012</b></p>
<p><b>I SUMMARY PROJECT DESCRIPTION:</b></p> <p>Provide federal US Coast Guard funds to approved boating programs to assist with local marine law enforcement efforts for the period July 1, 2010 – June 30, 2011. Funds are for activities in addition to those funded with state vessel registration and local funds.</p>		
<p><b>II PROJECT SCOPE OF WORK:</b></p> <p><b>A. Financial Assistance - \$16,337</b></p> <ol style="list-style-type: none"><li>1. The funds are to assist the Contractor to maintain compliance with WAC 352-040, Boating Safety Program Approval. Contractor must participate in <i>Operation Dry Water</i>, a national special emphasis patrol targeting boaters under the influence on June 24-26, 2011 (see <a href="http://www.operationdrywater.org">www.operationdrywater.org</a>). Funds are to be used specifically for direct costs only for:<ol style="list-style-type: none"><li>a. On-the-water patrols in recreational boating safety to maintain existing staff, increase staff, or add over-time, for patrol hours; and for the maintenance and operation of patrol boats and/or</li><li>b. Providing <i>Adventures in Boating</i> classes to qualify graduates for their mandatory boater education card to include the cost of supplies, light refreshments and other goods &amp; services necessary for the classes.</li></ol></li></ol> <p><b>III To request reimbursement, submit the following:</b></p> <p><b>A. Marine Law Enforcement Grant Invoice Voucher</b></p>		

and

1. For Financial Assistance Grant Funds:

- a. Hours of patrol for which you are requesting reimbursement.
- b. *Adventures in Boating* classes taught and number of attendees at each.

CURRENT FUNDING: <u>Fund/Appropriation/MI</u> 001 – 020 – 155L	<u>Type</u> Federal – US Coast Guard	
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# Kittitas County Review Form Grants & Contract Agreement



Today's Date June 21, 2010	Agenda Date 6-21-10
Fund/Department 30/Sheriff	

## Contract/Grant Information

Contract /Grant Agency – Intergovernmental Agreement between WA State Parks & Recreation Commission and Kittitas County Sheriff's Office (#10-016)	
Period Begin Date 07/01/10	Period End Date 06/30/11
Total Grant/Contract Amount \$16,337.00	
Grant/Contract Number LE911-220	
Contract/Grant Summary: This work is to establish a cooperative framework between parks and contractor and the contractor to enhance the performance of boating safety and education services in the state. The goal is to reduce the number and severity of recreational boating casualties of all types associated with recreational boating and ensuring a safe and enjoyable boating environment for all users.	

## Financial Information

Total Amount \$16,337.00	State Funds \$	Federal Funds \$
Percentage County Funds	Matching Funds \$	CFDA#97.012
	In-Kind \$	
	Explain	
Is Equipment being purchased? no	Who owns equipment?	
New Personnel being hired? no	Contact HR hiring – reporting requirements	
Future impacts or liability to Kittitas County:		

## Budget Information

Budget Amendment Needed?	Yes <input checked="" type="checkbox"/> attach budget form	No <input type="checkbox"/> Why not
New Division Created? no		
Revenue Code 001.30.12.10.333.97.012		



### Pass Through Information

Agency to Pass Through	
Amount to Pass Through	\$
Sub-Contract Approved	Date:


### Prosecutor Review

Has the Prosecutor reviewed this agreement?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
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### County Departments Impacted

<input type="checkbox"/> Auditor	<input type="checkbox"/> Facilities Maintenance
<input type="checkbox"/> Information Services	<input type="checkbox"/> Human Resource
<input type="checkbox"/> Prosecutor	<input type="checkbox"/> Treasurer

### Submitted

Signature: 	Date:
Department: Sheriff	

### Assignment of Tracking Information

Auditor's Office	
Human Resource	
Prosecutor's Office	legality only  6/22/10
Who Signed the grant application	

Reviewer	Date
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