

INTERLOCAL AGREEMENT FOR PROVISION
OF MUNICIPAL SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this 15th day of March, 2011, by and between

KITTITAS COUNTY,
a political subdivision of the State of Washington, hereinafter referred to as the "County"

and

PUBLIC UTILITY DISTRICT NO. 2 OF GRANT COUNTY, WA,
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; and

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

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

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 and restroom facilities in Vantage, Washington for the period May 1, 2011 through October 1, 2012. The District will 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 at a cost to the District of up to \$15,000 per year, \$30,000 for the two years. If the District costs are less than \$15,000 per year, the District will reimburse the County, up to the amount of the unused funds, for electrical power, garbage removal, water, and sewer costs at the site. The County will continue to be responsible for all maintenance and utility costs that exceed the dollar limitations set forth below.

2. 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.

3. 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.

4. 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 \$2,000,000. 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.

5. ASSIGNMENT

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

6. 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.

7. 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.

8. 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.

9. ADMINISTRATOR

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. Administrator and contact information is listed below.

Administrator for the District
Vanessa Seldal
15655 Wanapum Village Lane SW
Beverly, WA 99321
509 754-5088 ext 3180
vseldal@gcpud.org

Administrator for Kittitas
Kirk Holmes and Kathy Jurgens
411 N Ruby St, Suite #1
Ellensburg, WA 98926
509 962-7523
kathy.jurgens@co.kittitas.wa.us

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.

10. 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.

11. JURISDICTION

Any legal dispute between the parties to this Agreement shall be governed by the laws of the State of Washington. The Kittitas County Superior Court shall be the sole proper venue for any and all suits brought to enforce or interpret the provisions of this Agreement.

12. DURATION AND TERMINATION

This Agreement shall commence and be effective on May 1, 2011, and remain in full force and effect until October 1, 2012, 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.

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. Agreement may be changed, modified, amended or waived only by written agreement signed by the parties.

13. FILING

The Administrators shall, in compliance with RCW 39.34.040, upon execution of this Agreement, post the Agreement on their respective websites.

14. 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.

15. PRIOR AGREEMENT

Except as specifically provided herein, the terms and conditions of the Permit for Use of Freeboard Area No. 38 remain in full force and effect and nothing in this agreement alters Kittitas County's responsibilities under Permit No. 38.

16. PROPERTY

Unless otherwise specifically agreed by the parties in writing or expressly provided in this Agreement, all property, personal and real, utilized by the parties hereto in the execution of this Agreement shall remain the property of that party initially owning it.

17. SEVERABILITY

In the event any provisions of this Agreement shall be determined to be unenforceable or otherwise invalid for any reason, such provisions shall be enforced and valid to the extent permitted by law. All provisions of this Agreement are severable and unenforceability or invalidity of a single provision herein shall not affect the remaining provisions.

18. WAIVER OF BREACH

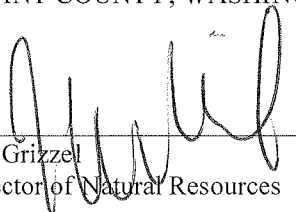
The waiver by either party of the breach of any provision of this Agreement by the other party must be in writing and shall not operate nor be construed as a waiver of any subsequent breach by such other party.

19. HEADINGS


The headings of sections and paragraphs of this Agreement are for convenience of reference only and are not intended to restrict, affect or be of any weight in the interpretation or construction of the provisions of such sections or paragraphs.

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

By: 
Jeff Grizzel
Director of Natural Resources

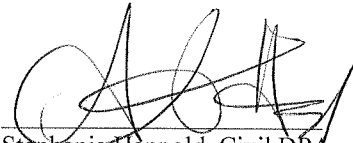
KITTITAS COUNTY,
WASHINGTON

By: 
Title: BOCC CHAIR
4-5-11




Julie Kjorsvik, Clerk of the Board

APPROVE TO FORM:


Stephanie Happold, Civil DPA