



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



AGREEMENT# 2009-48

THIS AGREEMENT is made and entered into by and between the Washington State Parks and Recreation Commission, hereinafter referred to as "PARKS," and the **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

The 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 **Attachment "A"** attached hereto and incorporated herein.

PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on July 1, 2009 and be completed on June 30, 2010 unless terminated sooner as provided herein.

PAYMENT

Compensation for the work provided in accordance with this agreement has been established under the terms of RCW 39.34.130. The parties have estimated that the cost of accomplishing the work herein will not exceed Fifteen Thousand Nine Hundred Eighty Two Dollars (\$15,982.00).

Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount prior to the commencement of any work, which will cause the maximum payment to be exceeded. Compensation for services shall be based on the following rates and in accordance with the following terms, or as set forth in accordance with the budget in Attachment, "A" which is attached hereto and incorporated herein.

BILLING PROCEDURE

The CONTRACTOR shall submit an invoice no more often than quarterly. 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 that originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by PARKS. Data shall include, but not be limited to, 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.

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 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, a Dispute Board shall determine it 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.

PROJECT MANAGEMENT

The project 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 Project Representative for CONTRACTOR is: Clayton Meyers, Undersheriff

The Project Representative for PARKS is Mark Kenny, Program Specialist

IN WITNESS WHEREOF, the parties have executed this Agreement.

Washington State Parks and
Recreation Commission

By: James E. Haran

Title: Program Administrator

Date: 9/23/09

by: Carl D.


Title: Sheriff

Date: 9/17/09

Approved As To Form Only By:
Mark Schumock
Asst. Attorney General
02/20/04

REVIEWED BY:

Frank A. Galloway Date
Contracts Manager

	<h2>Scope of Work</h2>	
CONTRACTOR: KITTITAS COUNTY SHERIFF'S OFFICE CONTRACTOR CONTACT: Clayton Myers, Undersheriff		AGREEMENT #: 2009-48 CFDA NUMBER: 97-012
SUMMARY PROJECT DESCRIPTION: Provide federal US Coast Guard funds to approved boating programs to assist with local marine law enforcement efforts.		
PROJECT SCOPE OF WORK:		
Financial Assistance - \$15,982 The funds are to assist the Contractor to maintain compliance with WAC 352-65, Boating Safety Program Approval, specifically for: <ol style="list-style-type: none"> 1. On-the-water patrols in recreational boating safety to maintain existing staff, increase staff, or over-time, for patrol hours; and for the maintenance and operation of patrol boats and/or 2. 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 & services necessary for the classes. <p><i>Deliverables:</i> At the end of the grant period the contractor will be required to provide:</p> <ol style="list-style-type: none"> a. the names and % of time charged to the grant (may be hours or FTE) b. The number of AIB classes taught and number of attendees at each. 		
CURRENT FUNDING: <u>Fund/Appropriation/MI</u> 001 - 020 - 155LO	<u>Type</u> Federal - US Coast Guard	<u>Amount</u> \$15,982

INVOICE VOUCHER

Agency Name KITTITAS COUNTY SHERIFF'S OFFICE	Grant Award \$15.982	Start Date 7/1/09	End Date 6/30/10
Name of Authorized Representative Clayton Myers	Authorized Representative E-mail Address Clay.myers@co.kittitas.wa.us		Title Undersheriff
Applicant Mailing Address 205 W. 5th Street, Suite #1/Sheriff Ellensburg, WA 98926	Phone Number (509) 933-8202	Ext.	Fax number ()
Project Contact Person (if other than above)	Project Contact Person E-mail Address		Contact Title
Contact Mailing Address (if other than above)	Phone Number	Ext.	Fax number ()

(1) EXPENDITURES REPORTED – Financial assistance grants

	July-Sept.	Oct – Dec	Jan – March	April - June	Cumulative
On-the-water patrol					
Adventures in boating classes					
Total					
Balance:					

(2) EXPENDITURES REPORTED – Special Assistance Grant (if applicable)

Attach a copy of Report of activities

	July-Sept.	Oct – Dec	Jan – March	April - June	Cumulative
On-the-water patrol					
Balance:					

Vendor's Certificate: I hereby certify under penalty of perjury that the items and total listed herein are proper charges for services furnished to the State of Washington, and that services rendered have been provided without discrimination because of age, sex, marital status, race, creed, color, national origin, handicap, religion, or Vietnam era or disabled veterans status. By my signature below, I certify that the information in this report above is accurate and was performed in compliance with the agency contract under Chapter 352-65 WAC.

Signature _____

Name	Title	Date
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Agency Information Only:

Prepared by				Telephone No		Date		Agency approval				Date		
Doc Date		Pmt Due Date		Current No		Ref Doc		Vendor No			Vendor Message		UBI No.	
Ref Doc		Trans Code	Mod	Fund	Master Index 155L0	Sub Obj NZ	Sub Sub Obj 0008	City/To wn MOS	Proj BA19	Sub Proj	Amount		Invoice No	
Accounting Approval For Payment						Date			Warrant Total		Warrant No			

INSTRUCTIONS

For using the BILLING FORM

This form is intended for use either quarterly or at a minimum yearly for billing purposes. It is for reimbursement of costs incurred in the execution of the Marine Law enforcement Grant. Make copies as needed. The Final billing is due **NO LATER THAN JULY 15**.

Agency Name, Address, Amount, and Date of Agreement – This section is pre-printed from the information supplied on the Federal Financial Assistance Grant application and Special Emphasis Grant Application form, if applicable. Please verify that all information is correct.

(1) **Expenditures Reported – Federal assistance grant** -

Record the reimbursement request in the appropriate quarter column. Breakout expenditures by on-the-water patrol and Adventures in Boating classes. If you bill quarterly, expenditures are to be totaled cumulatively. Attach back-up information that includes vendor, date of payment, document # and amount.

Allowable expenditures include on-the-water Patrol Officer Salaries (while on patrol, in court, in office, or other costs associated with increase), operating costs (such as fuel, oil, maintenance), costs associated with increased boating safety education courses taught (trainer costs, materials costs, etc.).

(2) **Expenditures Reported – Special Emphasis Grant** -

Record the reimbursement request in the appropriate quarter column. Attach back-up information that includes vendor, date of payment, document # and amount. Also, attach a copy of Report of Activities for this grant. Note: this is not the SOAR report that you report your quarterly activities – but it is similar!

Allowable expenditures include on-the-water Patrol Officer Salaries (while on patrol, in court, in office, or other costs associated with increase), operating costs (such as fuel, oil, maintenance).

SIGN THE VENDOR'S CERTIFICATE – TYPE OR PRINT YOUR NAME AND TITLE. Enter the date.

For Patrol Officers, be sure to maintain officer timesheets and vessel logbooks.

For Boating Education Courses, be sure to maintain all course records, outlines and student rosters.

Submit the completed Reimbursement billing to:

Washington State Parks
Boating Program
PO Box 42650
Olympia, WA 98504-2650

AGENCY INFORMATION ONLY

Do not write in this area. Specific codes have been established for individual grants

Reimbursement questions?

Contact: Toni Lick (360) 902-8843

E-mail: Toni.Lick@parks.wa.gov

Program Management questions?

Contact Mark Kenny (360) 902-8835;

E-mail: Mark.Kenny@parks.wa.gov

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Signature _____

Name	Title	Date
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Agency Information Only:

Prepared by				Telephone No		Date		Agency approval			Date		
Doc Date		Pmt Due Date		Current No		Ref Doc		Vendor No			Vendor Message		UBI No.
Ref Doc	Trans Code	Mod	Fund	Master Index 155LO		Sub Obj NZ	Sub Sub Obj 0008	City/To wn MOS	Proj BA19	Sub Proj	Amount	Invoice No	
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