

**BOARD OF COUNTY COMMISSIONERS
COUNTY OF KITTITAS
STATE OF WASHINGTON**

RESOLUTION NO. 2017-_____

A Resolution Consenting to Sublease

WHEREAS, Kittitas County, and Central Washington University (CWU) entered into a *Lease* on March 10, 1992; and

WHEREAS, That lease requires the prior written consent of the County before CWU can sublet the subject property; and

WHEREAS, Central Washington University desires to lease a portion of the property it acquired in that agreement to the Department of Natural Resources; and

WHEREAS, Kittitas County finds such lease to be in the public interest.

NOW, THEREFORE, BE IT RESOLVED, that Kittitas County hereby consents to the lease contemplated and described in Exhibit "A" that is attached hereto and incorporated herein by this reference.

ADOPTED this _____ day of _____, 2017.

**BOARD OF COUNTY COMMISSIONERS
KITTITAS COUNTY, WASHINGTON**

Paul Jewell, Chairman

Laura Osiadacz, Vice-Chairman

Obie O'Brien, Commissioner

**INTERAGENCY AGREEMENT
BETWEEN
CENTRAL WASHINGTON UNIVERSITY
AND
DEPARTMENT OF NATURAL RESOURCES**

THIS AGREEMENT ("Agreement") is made and entered into by and between Central Washington University ("the University") and the Department of Natural Resources ("DNR").

WHEREAS, DNR requires space to store helicopters used to fight wildland fires during the fire season,

WHEREAS, the University leases property for its Aviation program, a portion of which property is not currently being fully used to meet the University's programmatic needs, and

WHEREAS, it is in the interest of both parties and the community at large to have wildland fire-fighting helicopters located in Ellensburg during the fire season;

NOW, THEREFORE, the parties agree that the University will provide space for helicopter storage on the premises listed below, in exchange for DNR providing full maintenance of said premises.

THEREFORE, IT IS MUTUALLY AGREED THAT:

STATEMENT OF WORK

The University will provide the following described property ("the premises"), to wit:

That portion of the S ½ of the SW ¼ of Section 24, Township 18 North, Range 18 E.W.M., Kittitas County, State of Washington, described as follows:

Beginning at the SW corner of said Section 24, Thence North 1°47'30" West, a distance of 30 feet; thence North 88°12'30" East, a distance of 466.77 feet, to the True Point of Beginning; thence from the True Point of Beginning North 88°12'30" East, a distance of 363.23 feet; thence North 1°47'30" West, a distance of 110.80 feet; thence North 88°12'30" East, a distance of 245.23 feet; thence North 1°47'30" West, a distance of 266.39 feet; thence South 88°12'30" West, a distance of 608.46 feet; thence South 1°47'30" East, a distance of 377.19 feet, more or less, to the True Point of Beginning and the termination of this description, comprising a parcel of land containing approximately 4.65 acres.

The premises are located to the east of the property currently leased by DNR (see Attachment A). This property is located north of Bowers Road adjacent to the Kittitas County Airport taxiway. DNR shall furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of storing helicopters during the term of this Agreement. The helicopters will be stored from approximately mid-May until the end of October of each fire season covered by this Agreement.

DNR will be responsible for maintaining the property in a manner similar to the property currently leased to DNR by the County. DNR agrees to be responsible for control of noxious weeds to the edge of the property line. DNR will not attach any improvements and/or make any repairs of any nature whatsoever to said property except as specifically permitted in writing by the University and except as may be necessary in the interests of health, safety and welfare arising out of the use of said property. DNR agrees to keep property in a neat, clean, and orderly condition at all times during possession, and further agrees not to permit rubbish, tin cans, garbage, etc., to accumulate at any time nor to commit, suffer, or permit any waste of said property or any acts to be done in violation of any laws or ordinances, and not to use or permit the use of said premises for any illegal or immoral purposes.

DNR will continue to be able to use temporary utilities on this property during their usage of the aforementioned property.

A portion of the above named property is also used by the Kittitas County Sheriff's office and other public agencies for driver training. DNR agrees to work with the University and affected public agencies to move helicopters safely away from the area used for driver training when the area is needed.

PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on May 1, 2017 and be completed on November 30, 2017, unless terminated sooner as provided herein. This Agreement may be extended at the written agreement of both parties.

PAYMENT

There will be no monetary exchange between the parties under this Agreement.

RECORDS MAINTENANCE

The parties to this Agreement 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 University. 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 CHANGES, MODIFICATIONS AND AMENDMENTS

This Agreement may be changed, modified, or amended by written agreement executed by both parties.

TERMINATION

Either party may terminate this Agreement upon 90 days' prior written notification to the other party.

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, 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, agreement 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.

GOVERNANCE

This Agreement 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.

CONTRACT MANAGEMENT

The program manager 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 Program Manager for the University is:

Sundaram Nataraja, Chair, Department of Aviation
Central Washington University
400 E. University Way
Ellensburg, WA 98926-7515
(p) (509) 963-2386
(f) (509) 963-2377
Sundaram.Nataraja@cwu.edu

The Program Manager for the DNR is:

Nancy Shaff, Assistant Region Manager
Department of Natural Resources, Southeast Region
713 Bowers Road
Ellensburg, WA 98926-9301
(p) (509) 925-0961
(f) (509) 925-8522
Nancy.Shaff@dnr.wa.gov

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.

IN WITNESS WHEREOF, the parties have executed this Agreement.

STATE OF WASHINGTON
Central Washington University

STATE OF WASHINGTON
Department of Natural Resources

Signature

Signature

Title

Date

Title

Date