

BOARD OF COUNTY COMMISSIONERS
COUNTY OF KITTITAS
STATE OF WASHINGTON

RESOLUTION NO. 2024- 086

**AUTHORIZING A “LAND USE COOPERATIVE AGREEMENT” WITH GRANT
COUNTY PUBLIC UTILITY DISTRICT NO. 2 FOR THE VANTAGE BOAT LAUNCH**

WHEREAS: Interlocal cooperation agreements between municipal agencies are authorized by the Revised Code of Washington at Chapter 39.34; and

WHEREAS: Kittitas County and Grant County Public Utility District No. 2 entered into a cooperative land use agreement for Vantage Boat Launch operations and maintenance with Resolution 2016 - 105; and

WHEREAS: The current agreement expires on July 5, 2024; and

WHEREAS: Kittitas County and Grant County Public Utility District No. 2 desire sharing ongoing operations and maintenance responsibilities for the Vantage Boat Launch facility in Kittitas County for public recreational benefits; and

WHEREAS: The proposed agreement provides sufficient time for both entities to resolve key operations and maintenance issues associated with boat launch operation.

NOW, THEREFORE BE IT RESOLVED: that the Board of County Commissioners, in the best interest of the public, does hereby authorize the Chairman’s signature on Grant County Public Utility District No. 2 “Land Use Cooperative Agreement” — Vantage Boat Launch.

DATED this 7th day of May 2024, at Ellensburg, Washington.



☒ Clerk of the Board- Julie Kjorsvik


☐ Deputy Clerk of the Board- Mandy Buchholz



BOARD OF COUNTY COMMISSIONERS
KITTITAS COUNTY, WASHINGTON

ABSENT

Brett Wachsmith, Chairman



Laura Osiadacz, Vice-Chairman



Cory Wright, Commissioner

LAND USE COOPERATIVE AGREEMENT

This Land Use Cooperative Agreement (Agreement) is entered into this 7th day of May, 2024, by and between 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 "Grant PUD" and KITTITAS COUNTY, a political subdivision of the State of Washington, "County." The parties intend that this Agreement shall remain in effect for a period of one (1) year from this date described above. This Agreement shall be binding upon all successors in interest to the parties during said term.

WITNESSETH:

WHEREAS, Grant PUD is the owner of record of certain real property located in Kittitas County, State of Washington, as more particularly described below:

The Northwest quarter of the Northwest quarter of Section 20, Township 17 North, Range 23, E.W.M., Kittitas County at Vantage, Washington.

WHEREAS, Grant PUD has recreation facility development and operations requirements under the operating license for the Priest Rapids Hydroelectric Project.

WHEREAS, County desires to share operations and maintenance (O&M) responsibilities for the Vantage Boat Launch facility in Kittitas County for public recreational benefits and sustainable social and economic needs.

Grant PUD desires to enter into an agreement with County regarding site management, operations, and maintenance of the premises.

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:

NOW THEREFORE, it is mutually agreed that Grant PUD does hereby accept responsibility for planning, design, and construction of recreation facilities and various site management responsibilities and County does hereby accept O&M site management responsibilities to allow the public to use said facilities until termination of this Agreement.

FOR AND IN CONSIDERATION of the mutual benefits to be derived, Grant PUD and County mutually covenant and agree as follows:

1. Grant PUD and County agree to co-manage this site for public water access and day use recreation opportunities.

2. Grant PUD and County agree this site will be managed by Grant PUD's policies and procedures required to meet requirements of the Federal Energy Regulatory Commission (FERC) license. Grant PUD policies and rules will be posted at the site to provide public outreach and educational information.
3. Grant PUD and County agree the boat launch, day use areas and parking lot are open year-round. Restrooms may be closed Dec. 1 – Feb. 28 annually.
4. Grant PUD will be responsible for all repairs and maintenance of picnic tables, boat launch, boarding dock, parking lot, pilings and trail.
5. Grant PUD shall be responsible for maintaining cleanup for the boat launch, restrooms, day use areas, and parking area year-round.
6. Grant PUD shall provide and maintain all signage/kiosk information.
7. County will be responsible for repairs and maintenance of the restroom building and associated plumbing and electrical year-round.
8. County will provide water, electricity, and toilet paper for the restroom building.
9. County will provide irrigation supply and monitor irrigation use.
10. Detailed tasks and responsibilities regarding operation and maintenance activities and law enforcement will be coordinated on an annual basis or as needed. based upon the approved Management Plan (Appendix A).

Each party to this Agreement agrees to be responsible for being appropriately self-insured or providing adequate liability insurance related to the responsibilities and activities of itself, its agents, contractors, and employees at the premises. To the extent allowed by law, each party to this Agreement, with respect to damages or injuries arising out of the acts or omissions of itself, its agents, contractors, and employees at the premises, agrees to indemnify and hold harmless the other party.

The parties to this Agreement agree to assist each other in preserving and presenting a defense of limited liability under RCW 4.24.210 by allowing public to use said property for outdoor recreation.

No provision of this Agreement transfers any real property rights from Grant PUD to County or County to Grant PUD.

IN WITNESS WHEREOF, the parties hereto have mutually agreed upon the terms and conditions of this instrument and have caused it to be executed as below subscribed.

PUBLIC UTILITY DISTRICT No. 2 OF GRANT COUNTY

Shannon Lowry

Name

5/2/2024

Date

Grant PUD License Compliance & Lands Services Mgr.

Title

Kittitas County

BOCC

Name

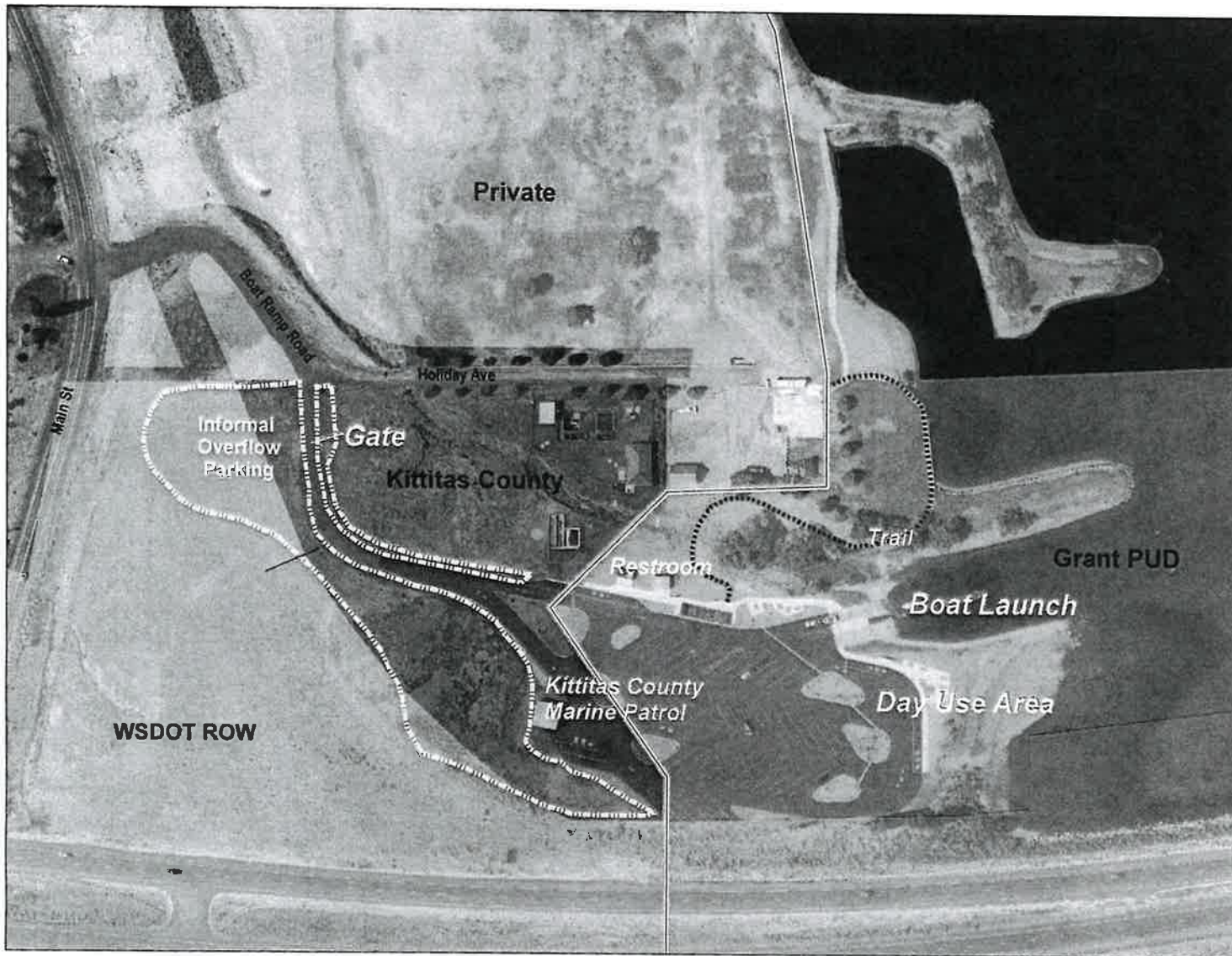
5/7/24

Date

Bocc Vice-Chairman

Title

APPENDIX A



Appendix A -- Grant PUD/Kittitas County Interlocal Agreement
Areas of Responsibility

This map is a general representation of the project area and is not intended to be a legal document. It is not intended to be used as a basis for any legal action. The project area is shown in the map. The project area is shown in the map. The project area is shown in the map.



0 50 100 200 Feet



Project Vicinity

