INTERAGENCY AGREEMENT
BETWEEN
WASHINGTON STATE PARKS AND RECREATION COMMISSION
AND
PUBLIC UTILITY DISTRICT No. 1 OF CHELAN COUNTY

THIS AGREEMENT is made and entered into this 21st day of July, 2008, by and between the Public Utility District No. 1 of Chelan County, hereinafter referred to as "Chelan County PUD," and the Washington State Parks and Recreation Commission hereinafter referred to as "State Parks" hereinafter collectively referred to as "Parties".

IT IS THE PURPOSE OF THIS AGREEMENT to provide a framework for the sharing of costs for repairs and improvements to the Wenatchee Confluence, Lincoln Rock and Daroga State Park's facilities ("Parks"). The Parks are owned by Chelan County PUD and operated by State Parks pursuant to Lease-Operating Agreements dated April 26, 1990 (Wenatchee Confluence and Daroga Parks) and April 1, 1980 (Lincoln Rock Park), ("Lease Operating Agreements").

NOW, THEREFORE, IN CONSIDERATION FOR THE MUTUAL BENEFITS AND OBLIGATIONS PROVIDED HEREIN, IT IS MUTUALLY AGREED THAT:

STATEMENT OF WORK

The Parties agree that from time to time during the term of this Agreement repairs and improvements will be made to the Parks that are appropriate for cost sharing under the terms of this Agreement. When the Parties agree that repairs or improvements are appropriate for cost sharing under this Agreement, the parties will develop and execute a "Work Authorization" which describes the project, including, but not limited to the scope of work to be accomplished, the timeline, the responsibility of each party in completing that scope of work, procurement method and cost allocation as between the parties.

The Parties agree that they shall arrange to furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of the work described in the Work Authorizations, and State Parks shall reimburse Chelan County PUD the agreed upon cost as set forth in the Work Authorization.

For each proposed project, at a minimum, the project description, scope of work and cost allocation shall be agreed upon in writing by authorizing signatures and as set forth in the Work Authorization prior to any work being accomplished pursuant to the terms of this Agreement, PROVIDED, HOWEVER, that nothing in this Agreement or any Work Authorization shall in any way limit the right or obligation of any party to undertake work individually or separately in accordance with their respective rights or obligations, including those as a property owner, operator, lessee or licensee.
PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall be a 5-year period from the time of adoption unless terminated sooner as provided herein. The signature date of the authorized representatives will determine the date of adoption.

PAYMENT

Compensation for work provided in accordance with this Agreement shall be in accordance with the provisions of RCW 39.34.130. The parties have determined that the cost to State Parks of accomplishing work in accordance with any Work Authorization will not exceed $25,000.00 per individual project, unless the parties mutually agree to a higher amount as set out in a Work Authorization.

BILLING PROCEDURE

The Chelan County PUD shall submit invoices for services as soon as possible after individual work projects are satisfactorily completed. Invoices are to be sent to: Washington State Parks and Recreation Commission, Eastern Region Headquarters, 270-9th Street N.E. Suite 200, East Wenatchee, WA 98802; Attention: Maintenance Section. Payment to the Chelan County PUD for approved and completed work will be made by warrant or account transfer by the State Parks within 30 days of receipt of the invoice. Upon expiration of the Agreement, 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 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 service(s) 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.
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, 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.

INDEMNIFICATION

State Parks and Chelan County PUD each agree to be responsible and assume liability for their own wrongful and/or negligent acts or omissions, or those of their officers, agents or employees to the fullest extent required by law, and further agree to save, indemnify, defend and hold the other party harmless from any such liability. In the case of negligence of more than one party, any damages allowed shall be levied in proportion to the percentage of the negligence attributable to each party.

ALL WRITINGS CONTAINED HEREFIN

This Agreement contains all the terms and conditions agreed upon by the parties related to the subject matter of this Agreement. 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 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 Parks is: David Jaquish, 270-9th St NE, East Wenatchee, WA. 98802; 509-665-4316.

The Contact for Chelan County PUD is: Greg Jones, P.O. Box 1231, Wenatchee, WA. 98807-1231; 509-661-4460.

State Parks and Chelan County PUD hereby enters into the foregoing agreement by affixing their respective signatures below.

Public Utility District #1 of Chelan County

[Signature]

Title: General Manager  Date: 7/17/08

Washington State Parks & Recreation Commission, Eastern Region

[Signature]

Title: Region Director  Date: 7/21/08

APPROVED AS TO FORM:

ATTORNEY GENERAL’S OFFICE