

Key Peninsula Metropolitan Park District
Dba Key Pen Parks



Resolution No R 2018-08

A RESOLUTION OF THE KEY PENINSULA METROPOLITAN PARK DISTRICT ("KEY PEN PARKS") TO APPROVE AN INTERLOCAL AGREEMENT BETWEEN KEY PEN PARKS AND KITSAP COUNTY TO SUPPLEMENT THE SEASONAL MAINTENANCE AT HORSESHOE LAKE TO INCREASE RECREATION OPPORTUNITIES FOR CITIZENS OF THE KEY PENINSULA

WHEREAS Key Pen Parks has determined that the level of service for water access park and recreation opportunities to citizens of the Key Peninsula is insufficient; and

WHEREAS Key Pen Parks is desires to increase park and recreation opportunities for Key Peninsula citizens;

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of Key Peninsula Metropolitan Park District to enter into an Interlocal Agreement between Kitsap County and Key Pen Parks for seasonal maintenance at Horseshoe Lake.

PASSED AND ADOPTED this 12th day of March 2018.

Attest:

Key Pen Parks
Board of Commissioners
Pierce County, Washington

Edward Robison, President

Kip Clinton, Clerk

Shawn Jensen, Member-at-Large

Mark Michel, Vice President

John Kelly, Member-at-Large

INTER-LOCAL AGREEMENT
Between
KITSAP COUNTY PARKS DEPARTMENT
And
KEY PENINSULA METROPOLITAN PARK DISTRICT D.B.A. Key Pen Parks

THIS INTER-LOCAL AGREEMENT (“Agreement”) is entered into between the Kitsap County Parks Department (“County”) and the Key Peninsula Metropolitan Park District (“Key Pen Parks”), collectively the Parties.

WHEREAS, the Interlocal Cooperation Act, RCW 39.34, authorizes the County and Key Pen Parks to enter into this Agreement; and,

WHEREAS, the County and Key Pen Parks share jurisdictional boundaries and both entities acknowledge that the provisions of quality parks and recreation facilities for people of all ages is of paramount importance in establishing and maintaining a quality of life desired by all the citizens of the region regardless of boundaries; and,

WHEREAS, the County owns and manages public park and recreation facilities that were developed for providing regional facilities and services to its residents of all ages. These facilities are also used by many individuals and groups at no cost to non-residents; and,

WHEREAS, the County has reduced the seasonal and operating schedule at Horseshoe Lake County Park, located at 15931 Sidney Road SW, Port Orchard, Washington (the “Park”). The Park provides public access to the lake, swimming area, walking trails, picnic areas, playgrounds, ball field, and restrooms. The Park is near the Pierce County and Key Peninsula Metropolitan Park District Jurisdictions, and due to the proximity of the Park to these adjacent jurisdictions, the Park accommodates many residents of both Kitsap and Pierce counties; and,

WHEREAS, Key Pen Parks has the ability to supplement the maintenance responsibilities for the Park and has expressed an interest in increasing the public’s ability to access the Park seven days a week during the upcoming 2018 season; and

WHEREAS, the County and Key Pen Parks would like to maintain a mutually beneficial relationship by which they may in the future work together to achieve common objectives through shared maintenance responsibilities at the Park without duplicate effort and expense;

NOW THEREFORE, in consideration of their mutual covenants, conditions and promises, the Parties agree as follows:

Term: The shared services and term of the Agreement will run concurrent with the upcoming Park Season, which is May 5 through September 30, 2018. This Agreement shall be reviewed by both parties on an annual basis, for the purposes of determining the continuation of this Agreement, the potential need to amend it, and to re-evaluate respective annual operating budgets. The County shall act as Administrator for the term of this Agreement.

Responsibilities of the Parties: The County will provide Key Pen Parks access to the property and will issue keys to gates, buildings, the trash receptacle, and other secured areas. Key Pen Parks, at its expense, will accept responsibility for daily maintenance tasks (restroom cleaning, trash

collection, landscape edging, site cleaning, inspections, grill cleaning, and cleaning hard surfaces) Monday through Thursday beginning May 7, 2018 through September 27, 2018. Key Pen Parks will provide the necessary staff to accomplish said tasks prior to opening of the Park on the days of the week noted. Key Pen Park staff shall promptly notify County staff of any hazards that are immediately dangerous to the life or health or pose safety and health concerns for park patrons and take immediate action to correct, control, or otherwise segregate the identified hazard from the Public.

The County, at its expense, will accept responsibility for daily maintenance tasks (restroom cleaning, trash collection, landscaping edging, site cleaning, inspections, grill cleaning and clearing hard surfaces) Friday through Sunday beginning May 4, through September 30, 2018. In addition, the County will accept responsibility for said daily maintenance tasks on national holidays during the 2018 Park Season, specifically including but not limited to the following: Monday May 28, 2017 (Memorial Day), Wednesday July 4, 2018 (Independence Day) and Monday September 3, 2018 (Labor Day). The County will provide the necessary staff to accomplish said tasks prior to opening of the Park on the days of the week above-noted.

The County, at its expense, will accept the maintenance responsibilities for mowing and beach grooming throughout the 2018 Park Season. The scheduling of these tasks will be communicated in advance with Key Pen Park staff.

The County will perform monthly playground safety inspection.

The County will serve as the point of contact with Health District agencies regarding water quality sampling.

The County will contact the adjacent property caretaker, Miracle Ranch, to arrange for daily opening and closing procedures, as well as emergency contacts and protocols for the Park.

The County will schedule the installation, at its expense, of timing mechanisms for restroom doors.

The County will arrange for refuse containers and pickup schedules. The County will arrange for billing to closely coincide with the 2018 Park Season and will be responsible for the payment of the first \$700 of refuse collection expenses incurred pursuant to this Agreement. Key Pen Parks will reimburse the County for additional refuse collection expenses in excess of \$700 incurred during the 2018 Park Season up to a maximum contribution of \$1,000.

The County will notify appropriate county and state agencies regarding this Agreement and provide contact information.

The County will coordinate the purchase and storage of paper products, hand soaps, cleaners, etc., and the cost of these items will be shared equally between the parties. In addition, Key Pen Parks will reimburse the County for the purchase of Big Belly Trash Receptacle lines at a cost not to exceed \$1,000 during the 2018 Park Season.

The County will be responsible for scheduling and issuing user permits if special use creates such need; however, no permits and/or fees are anticipated for the use of any of the areas or facilities during the 2018 Park Season.

The County and Key Pen Parks will issue one or more joint press releases regarding this Agreement, shared responsibilities and facility signage at the Park.

Contacts:

Key Peninsula Metropolitan Park District

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Kitsap County Parks Department

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Independent Contractors: Each party to this Agreement is an independent contractor with respect to the services provided pursuant to this Agreement. The parties will solely be responsible for its acts and for the acts of its agents, employees, subcontractors, or representatives during the performance of this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto.

Insurance: Each party shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work.

Indemnification: Each party agrees to defend and indemnify the other party and its elected and appointed officials, officers, employees and agents against all claims, losses, damages, suites and expenses, including reasonable attorneys' fees and costs, to the extent they arise out of, or result from, the negligence or willful misconduct of the indemnitor or its elected or appointed officials, officers, employees and agents in the performance of this agreement. The indemnitor's duty to defend and indemnify extends to claims by the elected or appointed officials, officers, employees or agents of the indemnitor or of any contractor of subcontractor of indemnitor. The indemnitor waives its immunity under Title 51 (Industrial Insurance) of the Revised Code of Washington solely for the purposes of this provision and acknowledges that this waiver was mutually negotiated. This provision shall survive the expiration or termination of this agreement.

Termination: Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days prior written notice. Any property purchased by either party under this Agreement shall remain the sole property of that party upon termination.

Entire Agreement: This Agreement contains the entire agreement between the parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either of the parties. Either party may request changes to the Agreement. Changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.


Assignability: The rights, duties, and obligations of either party to this Agreement may not be assigned to any third party without the prior written consent of the other party, which consent shall not be unreasonably withheld.

Applicable Law; Venue: This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that the venue shall be exclusively in Kitsap County, Washington.

Severability: Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the parties, who agree that the Agreement shall be reformed to replace such stricken provision or part with a valid and enforceable provision that comes as close as reasonably possible to expressing the content of the stricken provision.

Dated this 12 day of March, 2018

**KEY PENINSULA
METROPOLITAN PARK DISTRICT**


Signature Title

SCOTT GALLACHER
Printed Name

Executive Director
Title

Dated this ____ day of ____, 2018

**BOARD OF COUNTY COMMISSIONERS
KITSAP COUNTY, WASHINGTON**

Robert Gelder, Chair

Edward E. Wolfe, Commissioner

Charlotte Garrido, Commissioner

Attest:

Dana Daniels, Clerk of the Board