# Memorandum of Understanding

This Memorandum of Understanding (MOU) is hereby made and entered into by and between Kittitas County, hereinafter referred to as County, and the City of Cle Elum, hereinafter referred to as City.

A. PURPOSE:

The purpose of this MOU is to provide for moving forward with purchase of certain real property in Cle Elum to be owned and used by the County and the City for governmental functions and to provide the ground work for drafting a purchase and sale agreement and agreement for ongoing maintenance.

B. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

This collaborative partnership will allow for the acquisition of real property that will benefit both the County and the City.

C. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

PARTICIPATION IN SIMILAR ACTIVITIES: This instrument in no way restricts the County or the City from participating in similar activities with other public or private agencies, organizations, and individuals.

RESPONSIBILITIES OF PARTIES: The parties agree that they should move forward with steps necessary for the acquisition of certain real property, at an agreed location to be specified in a written real estate purchase and sale agreement to be executed by both parties. The purchase and sale agreement shall specify that ownership of such real property will be in equal parts as tenants in common and shall further specify that additional documents shall be negotiated and drafted formalizing arrangements for shared, mutual, and individual maintenance responsibilities, as well as provisions for ownership transfer should one party no longer wish to or be able to own and maintain its portion of the building.

CONFIDENTIALITY: Each party shall keep confidential any information that it receives from the other party, which is marked confidential and which a party notifies the other party is confidential, unless disclosure is required by RCW 42.56 or other applicable law.

TERMS: The term of this agreement begins on September 17, 2010 and ends on September 17, 2011.

AMENDMENTS: No change, addition, or erasure of any portion of this agreement shall be valid or binding upon either party. There shall be no modification of this agreement, except in writing, executed with the same formalities as this present instrument.

NONDISCRIMINATION: Both the County and the City shall comply with all applicable laws of local, state and federal governments.

INDEMNIFICATION: Each party shall be liable and responsible for the consequences of any negligent or wrongful act or failure to act on the part of itself and its employees. Neither party

assumes responsibility to the other party for the consequences of any act or omission of any person, firm or corporation not a party to this agreement.

INTEGRATION: This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligation other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, either verbal or written, between parties.

NOTICES: Any notice given by one party to the other in connection with this agreement shall be in writing and shall be sent by certified or registered mail, return receipt requested as follows:

| ***Kittitas County*** | ***Cle Elum*** |
|---|---|
| Board of County Commissioners | Hon. Charles J. Glondo, Mayor |
| Room 108, 205 W.5th Ave. | 119 W. First Street |
| Ellensburg, WA 98926 | Cle Elum, WA 98922 |
| Phone: (509) 962-7508 | Phone: (509) 674-2262 |

Notice shall be deemed to have been received on the date of receipt as shown on the return receipt.

NON-FUND OBLIGATING DOCUMENT: Nothing in this MOU shall obligate either the County or the City to obligate or transfer any funds. Specific work projects or activities that involve the transfer of funds, services, or property among the parties will require execution of separate agreements and be contingent upon the availability of appropriated funds. Such activities must be independently authorized by appropriate authority. This MOU does not provide such authority. Negotiation, execution, and administration of each such agreement must comply with all applicable policies and procedures.

ATTORNEY FEES: In case of litigation due to any breach of any provision of this agreement, declaratory or otherwise, the prevailing party shall recover reasonable attorney and expert witness fees, which shall be determined and taxed by the court as part of the costs of such action.

WAIVER: No assent, express or implied, by the parties to any breach of any covenants, agreements, conditions or terms hereof shall be deemed or taken to be a waiver of any succeeding breach of any covenant, agreement, condition or term hereof.

VENUE: In the event of any litigation between the parties to this agreement, the venue for such action shall lie in Kittitas County, notwithstanding any contrary provision of the Revised Code of Washington.

AUTHORIZED REPRESENTATIVES: By signature below, each party certifies that the individuals listed in this document as representatives of such party cooperator are authorized to act in their respective areas for matters related to this agreement.

Chairman Date 9/21/10
Kittitas County BOCC

Mayor Date 9/13/10
City of Cle Elum

Approved As To Form

Kittitas County Prosecutors Office Date