

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

RESOLUTION NO. 2011-_____

**A RESOLUTION AUTHORIZING EXECUTION OF INTERLOCAL AGREEMENT
WITH THE CITY OF ELLENSBURG, THE CITY OF CLE ELUM, AND
THE TOWN OF SOUTH CLE ELUM**

WHEREAS, RCW 39.34, the Interlocal Cooperation Act, provides the capability for public agencies to cooperate by providing services and facilities for mutual advantage; and

WHEREAS, Kittitas County is a municipal corporation organized and existing under the Washington State Constitution and the laws of the State of Washington, and particularly those set forth in Title RCW 36; and

WHEREAS, the City of Ellensburg, the City of Cle Elum, and the Town of South Cle Elum (hereinafter referred to as "Cities/Town"), all are municipal corporations organized and existing under the Washington State Constitution and the laws of the State of Washington, and particularly those set forth in Title RCW 35; and

WHEREAS, the Washington State Shoreline Management Act (RCW 90.58) and its associated rules (WAC 173-26) require local governments to administer shoreline master programs that include policies and regulations that govern designated shorelines within their respective jurisdictions; and

WHEREAS, Kittitas County and Cities/Town are required to update their shoreline master programs by December 1, 2013 [RCW 90.58 (2)(a)(v)]; and

WHEREAS, the Washington State Legislature has provided funding through the Washington Department of Ecology (hereinafter referred to as "Ecology") for local governments to update their shoreline master programs; and

WHEREAS, Kittitas County and the Cities/Town have agreed to coordinate to update their shoreline master programs using grant funding from Ecology; and

WHEREAS, Kittitas County received an initial grant funding commitment of \$535,000.00 from Ecology for the update process and will manage and administer the grant funding with input from the Cities/Town and other interests; and

WHEREAS, Kittitas County considered and adopted Resolution No. 2011-093 on October 4, 2011 to execute an Interlocal Agreement for a Regional Shoreline Master Program Update; and

WHEREAS, on October 12, 2011 Kittitas County received a revised total grant funding commitment of \$690,000.00 from Ecology for the update process; and

WHEREAS, on October 17, 2011 the City of Ellensburg considered and approved revised language in Section 5.1 of the Interlocal Agreement for funding to the City as shown on the Interlocal Agreement attached hereto "Exhibit A"; and

WHEREAS, on October 24, the Kittitas County Board of County Commissioners reviewed the revised language during a regular CDS study session and directed staff to prepare a resolution to replace Resolution No. 2011-093; and

WHEREAS, because shorelines cross jurisdictional boundaries, regulation of shoreline areas, public access to the shoreline, and development in and adjacent to the shorelines is best achieved through cooperative and collaborative planning; and

WHEREAS, funding and timing efficiencies and economies of scale in use of grant funds can be realized by cooperative and collaborative shoreline planning; and

WHEREAS, the Cities/Town and Kittitas County possess authority to enter into this Agreement pursuant to Chapter 39.34 RCW.

WHEREAS, Kittitas County has agreed to the adoption of the recitals and other agreements as shown on the Interlocal Agreement attached hereto as "Exhibit A".

NOW, THEREFORE, BE IT RESOLVED AND IT IS HEREBY ORDERED, That Resolution No. 2011-093 is rescinded and replaced by this resolution, and that an Interlocal Agreement between Kittitas County, the City of Ellensburg, the City of Cle Elum, and the Town of South Cle Elum be executed for a Regional Shoreline Master Program Update Process substantially in the form of Exhibit A attached hereto.

ADOPTED this _____ day of _____ 2011.

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

Paul Jewell, Chairman


Alan Crankovich, Vice-Chairman

Obie O'Brien, Commissioner

ATTEST:
CLERK OF THE BOARD

Julie A. Kjorsvik

APPROVED AS TO FORM:



Neil Caulkins
Deputy Prosecuting Attorney

**INTERLOCAL AGREEMENT BETWEEN
KITITITAS COUNTY, THE CITY OF ELLENSBURG,
THE CITY OF CLE ELUM AND THE TOWN OF SOUTH CLE ELUM
FOR
REGIONAL SHORELINE MASTER PROGRAM UPDATE PROCESS**

THIS IS AN INTERLOCAL AGREEMENT, entered into under the authority of the Interlocal Cooperation Act, Chapter 39.34 RCW, between Kittitas County (herein referred to as "Kittitas County"), the City of Ellensburg, the City of Cle Elum, and the Town of South Cle Elum (hereinafter referred to as "Cities/Town"), all municipal corporations of the State of Washington (hereinafter collectively referred to as "the Parties").

RECITALS:

WHEREAS, pursuant to Chapter 39.34 RCW (Interlocal Cooperation Act), one or more public entities may contract with one another to perform government functions or services which each is by law authorized to perform; and

WHEREAS, the Washington State Shoreline Management Act (RCW 90.58) and its associated rules (WAC 173-26) require local governments to administer shoreline master programs that include policies and regulations that govern designated shorelines within their respective jurisdictions; and

WHEREAS, Kittitas County and the Cities /Town are required to update their shoreline master programs by December 1, 2013 [RCW 90.58 (2)(a)(v)];

WHEREAS, the Washington State Legislature has provided funding through the Washington Department of Ecology (Ecology) for local governments to update their shoreline master programs; and

WHEREAS, Kittitas County and the Cities/Town have agreed to coordinate to update their shoreline master programs using grant funding from Ecology; and

WHEREAS, Kittitas County has received an initial grant funding commitment of \$535,000.00 from Ecology for the update process and will manage and administer the grant funding and the development of the shoreline master program updates with input from the Cities/Town and other interests; and

WHEREAS, because shorelines cross jurisdictional boundaries, regulation of shoreline areas, public access to the shoreline, and development in and adjacent to the shorelines is best achieved through cooperative and collaborative planning; and

WHEREAS, funding and timing efficiencies and economies of scale in use of grant funds can be realized by cooperative and collaborative shoreline planning;

NOW, THEREFORE, the Parties agree as follows:

1. ADOPTION OF RECITALS

The recitals set forth above are hereby adopted as the factual basis for this Agreement.

2. PURPOSE

The purpose of this Agreement is to set forth:

- 2.1 Administrative responsibilities;
- 2.2 Agreed-upon goals; and
- 2.3 Identified tasks and responsibilities for cooperative shoreline master program updates.

3. ADMINISTRATIVE RESPONSIBILITIES

This Agreement does not establish a separate legal entity to carry out the cooperative shoreline master programs updates undertaken herein. The following paragraphs identify administrative responsibilities for cooperative shoreline master programs updates.

- 3.1 Project Manager. Kittitas County is the Project Manager designated to administer this Agreement.
- 3.2 Communications. The Project Manager and Cities/Town will communicate via in-person meetings, telephone or e-mail to relay information, answer questions, or raise concerns. All Parties will respond promptly to communications. The Project Manager will ensure that information related to the project is timely provided to the Parties, between the Parties, and between the Parties and the Washington State Department of Ecology.
- 3.3 Documents to be Provided. The Project Manager will distribute to each Party an electronic copy, or where electronic copies are not efficacious, one (or more if necessary) hard copies of review documents and deliverables.
- 3.4 Record-Keeping. The Project Manager will keep the official project records and make them available to the Cities/Town for record keeping associated with adoption of each jurisdiction's local shoreline master program.

4. AGREED-UPON GOALS

The Parties agree to the following goals necessary for cooperative shoreline master program updates:

- 4.1 It is the Parties' intent to develop consistent shoreline master programs.
- 4.2 Each Party will cooperate to carry out the terms of the grant agreement with Ecology, a draft copy of which is attached hereto as Exhibit A.
- 4.3 The Parties will jointly establish countywide shoreline goals, and a regional approach to public participation, the shoreline master program inventory, analysis, characterization, and identification of restoration opportunities.
- 4.4 To the extent possible, the Parties will jointly develop shoreline environment designations, a restoration plan, shoreline policies and regulations, and cumulative impacts assessment/no net loss demonstration.

5. IDENTIFIED TASKS AND RESPONSIBILITIES

- 5.1 The Parties hereby designate Kittitas County as the "Recipient" of any Department of Ecology Shoreline Management Act grant funds made available to the Parties for purposes of cooperative development of updated shoreline master programs for each of the separate Cities/Town, ~~except that the City of Ellensburg has elected to retain access to \$15,000.00 of the available grant funds in the event that the City chooses to perform additional public participation activities beyond the scope of this Interlocal Agreement.~~ Funding shall also be provided from Kittitas County from the Regional Shoreline Master Program grant to the City of Ellensburg for staff assistance in development of its shoreline master program and, as the City determines to be necessary, to perform additional public participation activities beyond the scope of this Interlocal Agreement. Said funding shall not exceed \$15,000.00 and shall be available until June 30, 2013. Access to any unexpended funds from the \$15,000.00 after June 30, 2013 is subject to legislative appropriation in the 2013-2015 Biennium.
- 5.2 As Recipient of Department of Ecology grant funds, Kittitas County will be responsible to the Department of Ecology for administration of the grant, and for submission to the Department of Ecology of all required deliverables, reports, and accounting for funds as required by the grant agreement, including an updated shoreline master programs for each of the separate Cities/Town in cooperation with those Cities/Town.
- 5.3 Kittitas County shall work with the Cities/Town to develop an appropriate approach to produce each jurisdiction's shoreline master program. Kittitas County will also work with other interests participating in the shoreline master program update regarding the general direction of the effort.
- 5.4 As Recipient of Department of Ecology grant funds and as the Project Manager for this Regional Shoreline Master Program process, Kittitas County is responsible for preparation of an independent shoreline master program for each jurisdiction that meets the State's procedural and substantive requirements. Kittitas County will distribute each independent shoreline master program to the respective Cities/Town and will provide staff and consultant services to the Cities/Towns for their local shoreline master program adoption process. The Cities/Town are responsible for providing limited staff assistance in gathering necessary background information, performing review of draft policies and deliverables, and for coordinating with Kittitas County for the Cities/Town SMP adoption process.
- 5.5 As Recipient of Department of Ecology grant funds and as the Project Manager for this Regional Shoreline Master Program process, Kittitas County will have the lead role in conducting public participation that is designed to engage the public within the unincorporated County and within the Cities/Town, as generally set forth in the September 28, 2011 draft Public Participation Program which is attached hereto and incorporated herein as Exhibit B to this Agreement. The Cities/Town are responsible for coordinating with and assisting the County in those public participation efforts, and may opt to conduct additional public participation within their own jurisdictions.
- 5.6 On June 2, 2009, Kittitas County entered into a Professional Services Agreement with the firm of GordonDerr LLP ("GordonDerr") for planning-related consultant services, and GordonDerr has completed some initial shoreline master program update tasks solely with County funds. Upon receipt of commitment of grant funds from the Department of Ecology, Kittitas County will enter into a Scope of Work agreement with GordonDerr for performance of additional shoreline master program update consultant services, using funds obtained from the grant.

- 5.7 Kittitas County has issued a Request for Qualifications for technical consultant services necessary to implement the SMP grant agreement Scope of Work. Upon receipt of commitment of grant funds from the Department of Ecology, Kittitas County will enter into any necessary contracts for performance of those technical consultant services, using funds obtained from the grant.
- 5.8 Kittitas County shall manage the consultant work for the cooperative shoreline master program updates. The County, through its selected consultant, shall work with each of the Cities/Town to provide the Cities/Town with their respective shoreline master programs. Changes in consultant scope of work related to the Cities/Town's work products shall be approved by the respective Cities/Town.
- 5.9 Kittitas County and the Cities/Town will each take legislative action to adopt its own locally-adopted SMP. Changes, if any, required as a result of the Department of Ecology approval process (WAC 173-26-120) are the sole responsibility of each individual jurisdiction, if the changes are a direct result of legislative action by the Cities/Town in which the Cities/Town modify the draft shoreline master program distributed in accordance with Section 5.4.
- 5.10 Kittitas County may unilaterally terminate all or part of this agreement, or may reduce its scope of work and budget, if there is a reduction in funds by the source of those funds.. The Agreement shall terminate ten (10) days from the date of mailing of such termination for lack of funds. Kittitas County shall not be responsible for payment of any activities or expenses incurred after the ten (10) day notice to terminate the Agreement.

6. TERM

This Agreement shall become effective upon the date it is authorized by the governing body of each said municipal corporation. It shall remain in effect through June 30, 2014.

7. TERMINATION

Any Party may choose to terminate its participation in this Agreement by notifying the other parties in writing thirty (30) days prior to termination. The terminating party shall have access to unexpended Ecology grant funds in accordance with Department of Ecology rules and procedures. Any terminating party shall continue to be entitled to work products generated pursuant to this Agreement through the termination date of this Agreement.

8. DISPUTE RESOLUTION

Any dispute between the Parties regarding the delivery of services under this Agreement or any other controversy or claim arising out of or relating to this Agreement or the alleged breach of such Agreement which cannot be resolved may be submitted to mediation.

9. INDEPENDENT CONTRACTOR

The Parties are and shall at all times be deemed to be independent contractors in the provision of the services set forth in this Agreement. Nothing herein shall be construed as creating the relationship of employer and employee, or principal and agent, between the Parties. Each Party shall retain all authority

for provision of services, standards of performance, discipline and control of personnel, and other matters incident to its performance of services pursuant to this Agreement. Nothing in this Agreement shall make any employee of any Party an employee of any other Party for any purpose, including but not limited to, for withholding of taxes, payment of benefits, workers' compensation pursuant to Title 51 RCW, or any other rights or privileges accorded their respective employees by virtue of their employment.

10. HOLD HARMLESS/INDEMNIFICATION

It is understood and agreed that each Party will be responsible for its own negligence and will, to the extent of its negligence, indemnify and hold harmless the other Parties from any and all claims, losses, or causes of action, suits and actions in equity of any kind.

11. ATTORNEYS FEES AND COSTS

All Parties shall bear their own attorneys fees and costs of enforcing the rights and responsibilities under the contract.

12. NO THIRD PARTY BENEFICIARY

The Parties do not intend by this Agreement to assume any contractual obligations to anyone other than each other. The Parties do not intend there be any third-party beneficiary to this Agreement.

13. NOTICE

Any notices to be given under this Agreement shall at minimum be delivered, postage prepaid and addressed to:

To the CITY OF ELLENSBURG:

CITY OF ELLENSBURG
501 N. Anderson Street
Ellensburg, WA 98926
Attention: Michael R. Smith, Community Development Director

To the CITY OF CLE ELUM:

CITY OF CLE ELUM
19 West First Street
Cle Elum, Washington 98922
Attention: Matt Morton, DCD Director

To the TOWN OF SOUTH CLE ELUM:

TOWN OF CLE ELUM
P.O. Box 160
South Cle Elum, Washington 98943
Attention: James DeVere, Mayor

To KITTITAS COUNTY:

KITTITAS COUNTY
411 N. Ruby Street, Suite 2
Ellensburg, Washington 98926
Attention: Kirk Holmes, Interim Director

14. WAIVER

No waiver by any Party of any term or condition of this Agreement incorporated in this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or different provision.

15. INTERLOCAL COOPERATION ACT COMPLIANCE

This is an Agreement entered into pursuant to Chapter 39.34 RCW. Its purpose is as set forth in Section 2. Its duration is as specified in Section 6 (Term). Its method of termination is set forth in Section 7. Its manner of financing and of establishing and maintaining a budget therefore is described in the Grant Agreement in Section 16 (Entire Agreement). No real or personal property shall be acquired pursuant to this Agreement that will need to be disposed of upon partial or complete termination of this Agreement.

16. ENTIRE AGREEMENT

This Agreement, which incorporates the terms and conditions of the draft Grant Agreement for this project between the Washington State Department of Ecology and Kittitas County, which is attached hereto and incorporated herein as Exhibit A to this Agreement, governs and binds the parties hereto and contains all of the agreements of the parties with respect to the subject matter covered or mentioned therein, and no prior Agreements shall be effective to the contrary.

17. AMENDMENT

The provisions of this Agreement may be amended with the mutual consent of the Parties. No additions to, or alterations of, the terms of this Agreement shall be valid unless made in writing and formally approved and executed by the duly authorized agents of the parties.

18. COUNTERPARTS

This Interlocal Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

19. DOCUMENT EXECUTION AND FILING

The Parties agree that there shall be four (4) duplicate originals of this Agreement prepared and distributed for signature by the necessary officials of each Party. Each Party who executes this Agreement shall cause two (2) undated executed originals to be returned to the Project Manager, who shall date it below. The Kittitas County Community Development Services Director shall cause a copy of this Agreement to be posted on the County website pursuant to Chapter 32, Laws of Washington 2006

(RCW 39.34.040) and shall provide a dated original to the designated Cities/Towns in Section 13 for posting of a copy on their websites. Upon posting of a copy on the County's website, such signed original shall constitute an Agreement binding upon the parties.

20. RATIFICATION

Acts taken in conformity with this Agreement prior to its execution are hereby ratified and affirmed.

21. SEVERABILITY

If any section or part of this Agreement is held by a court to be invalid, such action shall not affect the validity of any other part of this Agreement.

[signatures on following pages]

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed in its respective name by its duly authorized officers and has caused this Agreement to be dated as of the ____ day of _____, 2011.

CITY OF ELLENSBURG

By: _____
Bruce Tabb, Mayor

Attest:

City Clerk

Approved as to Form:

City Attorney

CITY OF CLE ELUM

By: _____
Charles J. Glondo, Mayor

Attest:

City Clerk

Approved as to Form:

City Attorney

TOWN OF SOUTH CLE ELUM

By: _____
James DeVere, Mayor

Attest:

City Clerk

Approved as to Form:

City Attorney

**BOARD OF COUNTY COMMISSIONERS
KITITAS COUNTY, WASHINGTON**

Attest:

Clerk of the Board

Paul Jewell, Chairman

Approved as to Form:

Alan Crankovich, Vice-Chairman

Deputy Prosecuting Attorney

Obie O'Brien, Commissioner

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KITITAS COUNTY, THE CITY OF ELLENSBURG,
THE CITY OF CLE ELUM AND THE TOWN OF SOUTH CLE ELUM
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RECITALS:

WHEREAS, pursuant to Chapter 39.34 RCW (Interlocal Cooperation Act), one or more public entities may contract with one another to perform government functions or services which each is by law authorized to perform; and

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WHEREAS, because shorelines cross jurisdictional boundaries, regulation of shoreline areas, public access to the shoreline, and development in and adjacent to the shorelines is best achieved through cooperative and collaborative planning; and

WHEREAS, funding and timing efficiencies and economies of scale in use of grant funds can be realized by cooperative and collaborative shoreline planning;

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5. IDENTIFIED TASKS AND RESPONSIBILITIES

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- 5.2 As Recipient of Department of Ecology grant funds, Kittitas County will be responsible to the Department of Ecology for administration of the grant, and for submission to the Department of Ecology of all required deliverables, reports, and accounting for funds as required by the grant agreement, including an updated shoreline master programs for each of the separate Cities/Town in cooperation with those Cities/Town.
- 5.3 Kittitas County shall work with the Cities/Town to develop an appropriate approach to produce each jurisdiction's shoreline master program. Kittitas County will also work with other interests participating in the shoreline master program update regarding the general direction of the effort.
- 5.4 As Recipient of Department of Ecology grant funds and as the Project Manager for this Regional Shoreline Master Program process, Kittitas County is responsible for preparation of an independent shoreline master program for each jurisdiction that meets the State's procedural and substantive requirements. Kittitas County will distribute each independent shoreline master program to the respective Cities/Town and will provide staff and consultant services to the Cities/Towns for their local shoreline master program adoption process. The Cities/Town are responsible for providing limited staff assistance in gathering necessary background information, performing review of draft policies and deliverables, and for coordinating with Kittitas County for the Cities/Town SMP adoption process.
- 5.5 As Recipient of Department of Ecology grant funds and as the Project Manager for this Regional Shoreline Master Program process, Kittitas County will have the lead role in conducting public participation that is designed to engage the public within the unincorporated County and within the Cities/Town, as generally set forth in the September 28, 2011 draft Public Participation Program which is attached hereto and incorporated herein as Exhibit B to this Agreement. The Cities/Town are responsible for coordinating with and assisting the County in those public participation efforts, and may opt to conduct additional public participation within their own jurisdictions.
- 5.6 On June 2, 2009, Kittitas County entered into a Professional Services Agreement with the firm of GordonDerr LLP ("GordonDerr") for planning-related consultant services, and GordonDerr has completed some initial shoreline master program update tasks solely with County funds. Upon receipt of commitment of grant funds from the Department of Ecology, Kittitas County will enter into a Scope of Work agreement with GordonDerr for performance of additional shoreline master program update consultant services, using funds obtained from the grant.
- 5.7 Kittitas County has issued a Request for Qualifications for technical consultant services necessary to implement the SMP grant agreement Scope of Work. Upon receipt of commitment of grant funds from the Department of Ecology, Kittitas County will enter into any necessary contracts for performance of those technical consultant services, using funds obtained from the

grant.

5.8 Kittitas County shall manage the consultant work for the cooperative shoreline master program updates. The County, through its selected consultant, shall work with each of the Cities/Town to provide the Cities/Town with their respective shoreline master programs. Changes in consultant scope of work related to the Cities/Town's work products shall be approved by the respective Cities/Town.

5.9 Kittitas County and the Cities/Town will each take legislative action to adopt its own locally-adopted SMP. Changes, if any, required as a result of the Department of Ecology approval process (WAC 173-26-120) are the sole responsibility of each individual jurisdiction, if the changes are a direct result of legislative action by the Cities/Town in which the Cities/Town modify the draft shoreline master program distributed in accordance with Section 5.4.

5.10 Kittitas County may unilaterally terminate all or part of this agreement, or may reduce its scope of work and budget, if there is a reduction in funds by the source of those funds.. The Agreement shall terminate ten (10) days from the date of mailing of such termination for lack of funds. Kittitas County shall not be responsible for payment of any activities or expenses incurred after the ten (10) day notice to terminate the Agreement.

6. TERM

This Agreement shall become effective upon the date it is authorized by the governing body of each said municipal corporation. It shall remain in effect through June 30, 2014.

7. TERMINATION

Any Party may choose to terminate its participation in this Agreement by notifying the other parties in writing thirty (30) days prior to termination. The terminating party shall have access to unexpended Ecology grant funds in accordance with Department of Ecology rules and procedures. Any terminating party shall continue to be entitled to work products generated pursuant to this Agreement through the termination date of this Agreement.

8. DISPUTE RESOLUTION

Any dispute between the Parties regarding the delivery of services under this Agreement or any other controversy or claim arising out of or relating to this Agreement or the alleged breach of such Agreement which cannot be resolved may be submitted to mediation.

9. INDEPENDENT CONTRACTOR

The Parties are and shall at all times be deemed to be independent contractors in the provision of the services set forth in this Agreement. Nothing herein shall be construed as creating the relationship of employer and employee, or principal and agent, between the Parties. Each Party shall retain all authority for provision of services, standards of performance, discipline and control of personnel, and other matters incident to its performance of services pursuant to this Agreement. Nothing in this Agreement shall make any employee of any Party an employee of any other Party for any purpose, including but not limited to, for withholding of taxes, payment of benefits, workers' compensation pursuant to Title 51 RCW, or any other rights or privileges accorded their respective employees by virtue of their employment.

10. HOLD HARMLESS/INDEMNIFICATION

It is understood and agreed that each Party will be responsible for its own negligence and will, to the extent of its negligence, indemnify and hold harmless the other Parties from any and all claims, losses, or causes of action, suits and actions in equity of any kind.

11. ATTORNEYS FEES AND COSTS

All Parties shall bear their own attorneys fees and costs of enforcing the rights and responsibilities under the contract.

12. NO THIRD PARTY BENEFICIARY

The Parties do not intend by this Agreement to assume any contractual obligations to anyone other than each other. The Parties do not intend there be any third-party beneficiary to this Agreement.

13. NOTICE

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To the CITY OF ELLENSBURG:

CITY OF ELLENSBURG
501 N. Anderson Street
Ellensburg, WA 98926
Attention: Michael R. Smith, Community Development Director

To the CITY OF CLE ELUM:

CITY OF CLE ELUM
19 West First Street
Cle Elum, Washington 98922
Attention: Matt Morton, DCD Director

To the TOWN OF SOUTH CLE ELUM:

TOWN OF CLE ELUM
P.O. Box 160
South Cle Elum, Washington 98943
Attention: James DeVere, Mayor

To KITTITAS COUNTY:

KITTITAS COUNTY
411 N. Ruby Street, Suite 2
Ellensburg, Washington 98926
Attention: Kirk Holmes, Interim Director

14. WAIVER

No waiver by any Party of any term or condition of this Agreement incorporated in this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or different provision.

15. INTERLOCAL COOPERATION ACT COMPLIANCE

This is an Agreement entered into pursuant to Chapter 39.34 RCW. Its purpose is as set forth in Section 2. Its duration is as specified in Section 6 (Term). Its method of termination is set forth in Section 7. Its manner of financing and of establishing and maintaining a budget therefore is described in the Grant Agreement in Section 16 (Entire Agreement). No real or personal property shall be acquired pursuant to this Agreement that will need to be disposed of upon partial or complete termination of this Agreement.

16. ENTIRE AGREEMENT

This Agreement, which incorporates the terms and conditions of the draft Grant Agreement for this project between the Washington State Department of Ecology and Kittitas County, which is attached hereto and incorporated herein as Exhibit A to this Agreement, governs and binds the parties hereto and contains all of the agreements of the parties with respect to the subject matter covered or mentioned therein, and no prior Agreements shall be effective to the contrary.

17. AMENDMENT

The provisions of this Agreement may be amended with the mutual consent of the Parties. No additions to, or alterations of, the terms of this Agreement shall be valid unless made in writing and formally approved and executed by the duly authorized agents of the parties.

18. COUNTERPARTS

This Interlocal Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

19. DOCUMENT EXECUTION AND FILING

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20. RATIFICATION

Acts taken in conformity with this Agreement prior to its execution are hereby ratified and affirmed.

21. SEVERABILITY

If any section or part of this Agreement is held by a court to be invalid, such action shall not affect the validity of any other part of this Agreement.

[signatures on following pages]

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed in its respective name by its duly authorized officers and has caused this Agreement to be dated as of the ____ day of _____, 2011.

CITY OF ELLENSBURG

By: _____
Bruce Tabb, Mayor

Attest:

City Clerk

Approved as to Form:

City Attorney

CITY OF CLE ELUM

By: _____
Charles J. Glondo, Mayor

Attest:

City Clerk

Approved as to Form:

City Attorney

TOWN OF SOUTH CLE ELUM

By: _____
James DeVere, Mayor

Attest:

City Clerk

Approved as to Form:

City Attorney

**BOARD OF COUNTY COMMISSIONERS
KITITAS COUNTY, WASHINGTON**

Attest:

Clerk of the Board

Paul Jewell, Chairman

Approved as to Form:

Alan Crankovich, Vice-Chairman



Deputy Prosecuting Attorney

Obie O'Brien, Commissioner