

COST SHARING AGREEMENT BETWEEN KITTITAS COUNTY AND THE RODEO BOARD FOR PAYMENT FOR ARENA REMODELING DESIGN PROJECT

This Agreement is made and entered into this 13th day of May, 2015, by and between Kittitas County, a political subdivision of the State of Washington (the "County"), and the Ellensburg Rodeo Board (Rodeo Board), a non-profit corporation (collectively the "parties").

WHEREAS, the County owns the arena at the Kittitas County Event Center, and

WHEREAS, the Rodeo Board are benefited by and historically has funded numerous improvements to the Kittitas County Event Center because it is the location for the Rodeo Board's annual rodeo, and

WHEREAS, the County also benefits from improvements to the Event Center facility, and

WHEREAS, both the County and the Rodeo Board wish to remodel and improve the seating to the arena and to share in the costs associated with such project.

NOW, THEREFORE, it is hereby agreed as follows:

1. Purpose. The purpose of this Agreement is to set forth the responsibilities of Kittitas County and the Rodeo Board as to the payment for the arena remodeling design project at the Kittitas County Event Center. A description of the specific project is attached hereto as Exhibit "A" and incorporated herein by this reference.

2. Responsibilities. The parties' respective responsibilities for the arena remodeling design project shall be as follows:

a. The County and the Rodeo Board shall draft, advertise, and review a Request for Qualifications for such project. The County and the Rodeo Board shall jointly agree on the design work to be performed and on the best qualified contractor to complete the project. Once the contractor is selected, the County will administer the necessary contracts for design and construction, and serve as the lead entity for the project.

b. The County will contribute up to \$50,000, and project administration, towards the remodel project.

c. The Rodeo Board will contribute up to \$50,000 towards the remodel project.

d. The parties to this agreement shall equally share in the costs of the contractor (as selected in 2(a) above) the project.

e. The County shall bill the Rodeo Board for its share of the project costs, and the Rodeo Board shall pay such bills within 30 days of receipt.

f. Upon completion, the design plans shall be jointly owned by the County and the Rodeo Board. Any arena improvements which result shall be the sole property of the County.

g. The County and the Rodeo Board shall work collaboratively with the contractor to complete the project. The County shall consult with and consider input from the Rodeo Board prior to final approval and acceptance, of the project design plans.

3. Indemnification.

a. The County shall indemnify, defend and hold harmless the Rodeo Board, its agents, employees and officers from any and all liability arising out of the performance of this Agreement by the County, whether by act or omission of the County's agents, employees or officers.

b. The Rodeo Board shall indemnify, defend and hold harmless the County, its agents, employees and officers from any and all liability arising out of the performance of this Agreement by the Rodeo Board, whether by act or omission of the Rodeo Board's agents, employees or officers.

4. Future Support. Neither party to this Agreement makes any commitment to future support and assumes no obligation for future support of any activity contracted for herein, except as may be expressly set forth in this Agreement.

5. Compliance with Laws. Each party hereto, in its performance of this Agreement, agrees to comply with all applicable local, State, and Federal laws and ordinances.

6. Relationship of the Parties. No agent, employee or representative of the Rodeo Board shall be deemed to be an agent, employee or representative of the County for any purpose, and the employees of the Rodeo Board are not entitled to any of the benefits the County provides to County employees. The relationship established herein between the Rodeo Board and the County is that of independent contractor.

7. Agreement Not For Benefit of Third Parties. This Agreement is entered into solely for the benefit of the parties hereto and vests no rights in, or is it enforceable by, any third parties.

8. Disputes. If a dispute arises between the parties concerning this Agreement, the Rodeo Board's representative and the County Project Manager shall attempt to resolve the dispute. If they are unsuccessful, the dispute shall be referred to the Rodeo Board's Chairman and the Chairman of the Board of County Commissioners for resolution. If not resolved by the Rodeo Board Chairman and Board of County Commissioner's Chairman within thirty (30) days of referral, either party may pursue court action under paragraph 9 below.

9. Jurisdiction. Any legal dispute between the parties to this Agreement shall be governed by the laws of the State of Washington, and any action to enforce this Agreement shall be brought in Kittitas County, Washington.

10. Modification. The provisions of this Agreement may be modified or amended only by written mutual consent of the parties.

11. 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.

12. 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.

13. Duration and Termination. This Agreement shall commence and be effective on May 19, 2015, and remain in full force and effect until terminated by agreement of the parties, or by written notice of termination given by one party to the other at least thirty (30) days prior to the date of such termination.

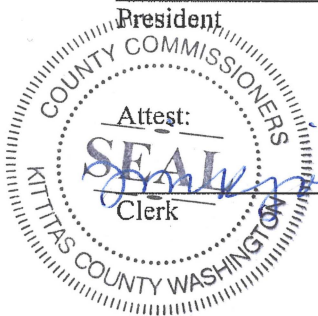
14. Filing. This Agreement shall be filed with the Kittitas County Auditor.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

RODEO BOARD



President

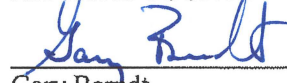


Approved as to form:



Rodeo Board Attorney

KITTITAS COUNTY



Gary Berndt

Chair, Board of County Commissioners

5/19/15

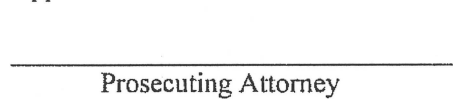
ABSENT

Commissioner



Commissioner

Approved as to form:



Prosecuting Attorney