

INTERLOCAL AGREEMENT BETWEEN THE CITY OF ELLENSBURG AND
KITTTAS COUNTY FOR THE COORDINATION OF THE
SENIOR EMERGENCY RENT ASSISTANCE PROGRAM

This Agreement is made and entered into this 15 day of May, 2007, by and between the City of Ellensburg, a municipal corporation (the "City"), and Kittitas County, a political subdivision of the State of Washington (the "County").

WHEREAS, the City is responsible for the welfare of all of the citizens within the city limits of Ellensburg, and

WHEREAS, the County is responsible for the welfare of all of the citizens within the unincorporated portions of Kittitas County, and

WHEREAS, both the City and the County staff fully support the need to protect those vulnerable populations such as senior citizens, and

WHEREAS, the City and County agree that providing an emergency rent assistance safety net for senior citizens over the age of 65 whose incomes are fixed and fluctuations of which cannot be controlled by the senior, and which income is below a specific annual level, is a proper and beneficial use of County and City resources, and

WHEREAS, this agreement shall apply to the application of funds from and by the County of Kittitas for a Senior Emergency Rent Assistance Program for seniors over 65 residing in either the incorporated or unincorporated areas of Kittitas County, and

WHEREAS, this Agreement for cooperative services is authorized by the provisions of Chapter 39.34 RCW, the Interlocal Cooperation Act, and contemplated in RCW 36.22.178(1).

NOW, THEREFORE, it is hereby agreed as follows:

1. Purpose. The purpose of this Agreement is to set forth the understanding that the County of Kittitas through HopeSource, a private, non-profit organization, will disburse funds for a Senior Emergency Rent Assistance Program to seniors over the age of 65 whether they reside in incorporated or unincorporated areas of Kittitas County.
2. Responsibilities. The parties' respective responsibilities for this Program shall be as follows:
 - a. Administration and outreach for the Senior Emergency Rent Assistance Program will be the responsibility of HopeSource, who will report to the County of Kittitas annually on the results of that Program.

b. Funding for the Senior Emergency Rent Assistance Program will be provided by the County of Kittitas, and the expenditure of those funds will be tracked by the Kittitas County Auditor and reported to the Board of County Commissioners annually.

c. The responsibility of the City of Ellensburg is to encourage its citizens to inform themselves of this beneficial Program.

d. The City and the County agree to render mutual support in communication of this program to its senior population over the age of 65.

3. Indemnification.

a. The County shall indemnify, defend and hold harmless the City, 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 City 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 City, whether by act or omission of the City'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 County shall be deemed to be an agent, employee or representative of the City for any purpose, and the employees of the County are not entitled to any of the benefits the City provides to City employees. No agent, employee or representative of the City shall be deemed to be an agent, employee or representative of the County for any purpose, and the employees of the City are not entitled to any of the benefits the County provides to County employees.

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 dispute shall be referred to the Ellensburg City Manager and the Chair of the Board of County Commissioners for resolution. If not resolved by the City Manager and Chair

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 April __, 2007, 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, as required by RCW 39.34.040.

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

CITY OF ELLENSBURG



Obie D.J. O'Brien
Mayor

KITTITAS COUNTY




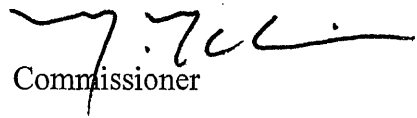
Alan A. Crankovich
Chair, Board of County Commissioners

Attest: 

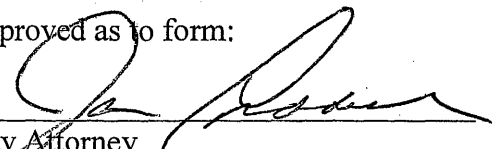
City Clerk

Commissioner




Commissioner

Approved as to form:


City Attorney

Approved as to form:

Prosecuting Attorney