

BOARD OF COUNTY COMMISSIONERS  
COUNTY OF KITTITAS  
STATE OF WASHINGTON

RESOLUTION NO. 2024- 170

**AUTHORIZING BOARD OF COUNTY COMMISSIONERS SIGNATURE ON AN  
INTERLOCAL AGREEMENT BETWEEN CITY OF ELLENSBURG, CENTRAL  
WASHINGTON UNIVERSITY AND KITTITAS COUNTY**

**WHEREAS:** The Interlocal Cooperation Act, as amended, and codified in Chapter 39.34 of the Revised Code of Washington (RCW), provides for public agencies to enter into agreements for joint or cooperative action authorized under that chapter; and

**WHEREAS:** Kittitas County, the City of Ellensburg, and Central Washington University desire a mutually beneficial collaboration to develop a coordinated exchange of real property assets which benefit long-term local and regional public interest; and

**WHEREAS:** The Ellensburg Business Development Authority (EDBA) dba CenterFuse and the Kittitas County Chamber of Commerce intend to merge, creating a more efficient and streamline method to encourage economic development Countywide; and

**WHEREAS:** The merger of Centerfuse and Chamber of Commerce requires the dissolution and distribution of Centerfuse assets including the building on parcel no. 955272; and

**WHEREAS:** Kittitas County owns and operates Bowers Field and its associated industrial park properties for the benefit of the County airport and regional area; and

**WHEREAS:** Central Washington University seeks to expand their flight program and to surplus undeveloped land; and

**WHEREAS:** The City of Ellensburg seeks to obtain ownership of a parcel for use as affordable housing or other authorized municipal purposes.

**NOW THEREFORE, BE IT RESOLVED** that the Board of County Commissioners of Kittitas County, Washington, in the best interest of the public, does hereby authorize Board of County Commissioner signature on the Interlocal Agreement between the City of Ellensburg, Central Washington University and Kittitas County.

DATED this 17<sup>th</sup> day of September 2024, at Ellensburg, Washington.




☒ Clerk of the Board- Julie Kjorsvik

☐ Deputy Clerk of the Board- Mandy Buchholz



BOARD OF COUNTY COMMISSIONERS  
KITTITAS COUNTY, WASHINGTON

  
Brett Wachsmith, Chairman

  
Laura Osiadacz, Vice-Chairman

  
Cory Wright, Commissioner

**INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF  
ELLENSBURG, KITTITAS COUNTY, AND CENTRAL WASHINGTON UNIVERSITY  
FOR ECONOMIC DEVELOPMENT REAL PROPERTY EXCHANGES**

This INTERLOCAL AGREEMENT (“Agreement”) is entered into on this 17<sup>th</sup> day of September, 2024 (“Effective Date”), by and between the City of Ellensburg, a municipal corporation of the State of Washington (hereinafter referred to as “City”), Kittitas County, a municipal corporation of the State of Washington, (hereinafter the “County”), and Central Washington University, a regional, comprehensive public university of the State of Washington (hereinafter referred to as “CWU”), and sometimes referred to collectively herein as “the Parties.”

**WHEREAS**, the Interlocal Cooperation Act, chapter 39.34 RCW, allows public agencies to make the most efficient use of their powers by enabling them to cooperate with each other on the basis of mutual advantage to provide services and facilities that will best fit the needs of each community; and

**WHEREAS**, the Kittitas County, the City of Ellensburg, and Central Washington University desire a mutually beneficial collaboration to develop a coordinated exchange of real property assets that benefits long-term local and regional public interest of all parties; and

**WHEREAS**, the City of Ellensburg established the Ellensburg Business Development Authority, dba as CenterFuse, in 1993 by Ordinance No. 3895, codified in Ellensburg City Code (ECC) Chapter 1.62 –Business Development Authority and subsequent Charter and Bylaws guiding operations of the entity with the purpose of promoting economic development within the City of Ellensburg; and

**WHEREAS**, after more than 30 years of operation, the CenterFuse Board of Directors has requested to merge with the Kittitas County Chamber of Commerce to provide better coordination and collaboration in regional and countywide economic development services , and the City of Ellensburg therefore will be dissolving the Business Development Authority and guarantee transfer of assets and real property to fulfill the purposes for which the authority was chartered; and

**WHEREAS**, the City of Ellensburg and Kittitas County enacted an Interlocal Agreement on May 10, 1999, to guarantee a Washington State Community Economic Revitalization Board (“CERB”) Loan for construction of a building located at Bowers Field Industrial Park, 3110 Airport Road, Ellensburg, Washington 98926-9345, for which a 35-year lease agreement was signed with Kittitas County for lease of the land, and subsequent changes to lease terms, now ending in December 31, 2035; and

**WHEREAS**, a priority of the City of Ellensburg and Kittitas County is affordable housing, underutilized property offers residential development opportunities that serve the community’s long-term interests, and the City of Ellensburg is best positioned to partner for development of affordable housing; and

**WHEREAS**, Kittitas County is committed to investment in the Bowers Field Industrial Park properties and desires to increase certainty that financial investments in the Industrial Park property will ultimately benefit the County's airport and regional area; and

**WHEREAS**, Central Washington University seeks to expand their flight program for workforce training and economic development through investment locally in the Airport Hangar; and

**WHEREAS**, Central Washington University owns undeveloped land which is surplus to their long-term development plans, and desire to use real property resources for their highest and best use; and

**WHEREAS**, the above-named municipal corporations and State university desire to enter into an Interlocal Agreement to facilitate the future exchange of real properties with relatively comparable values;

**NOW THEREFORE, IT IS AGREED AS FOLLOWS:**

**1. PURPOSE.** To provide for the potential future agreement for exchange of real properties between Kittitas County, City of Ellensburg, and Central Washington University for creation of a coordinated economic development strategic plan with implementation actions.

**2. RESPONSIBILITIES.** The parties agree to the following:

**a. City of Ellensburg.** The City will take necessary steps to surplus and transfer the City/CenterFuse Economic Development Building at Bowers Field Industrial Park, 3110 Airport Road, Ellensburg, to Kittitas County and assign current tenant leases to Kittitas County.

**b. Kittitas County.** The County will take necessary steps to surplus and transfer title of the Airport Hangar located on a portion of Lot H-21 of the Bowers Field Airport Binding Site Plan 2<sup>nd</sup> Amendment to Central Washington University to be used to expand flight school offerings and enhance investments.

**c. Central Washington University.** CWU will take necessary steps to surplus an approximately 6.2-acre parcel of undeveloped real property located at 18<sup>th</sup> and Helena Street and transfer ownership of the parcel to the City for use as affordable housing or other authorized municipal purposes. The parcel shall be created through any legal means available to CWU.

**3. TERM OF AGREEMENT:** The term of this Agreement shall begin from the Effective Date.

**4. ADMINISTRATION:** No new or separate legal or administrative entity is created to administer the provisions of this Agreement. This Agreement shall be administered jointly by

the City of Ellensburg, Kittitas County Board of County Commissioners, and Central Washington University.

**5. NEGOTIATION OF PROPERTY VALUES AND PAYMENTS:** The Parties have previously agreed that the value of the properties to be exchanged as set forth in Section 2, above, have been negotiated and include consideration of both tangible and intangible factors, including but not limited to, the appraised property values, the economic development potential, and the public benefit of increased housing stock. Therefore, no direct payments will be exchanged under the terms of this Agreement. Costs for each property transfer shall be equally shared by each party to the individual transaction necessary to complete legal transfer of title to the property.

**6. TREATMENT OF ASSETS AND PROPERTY:** All real property transactions will be cooperatively transferred pursuant to the general terms of this Agreement and as otherwise required by law.

**7. INDEMNIFICATION:** Each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of their officials, officers, agents, or employees to the fullest extent required by law. The parties do not assume responsibility to the any other party for the consequences of any act or omission of any person, firm or corporation not a party to this Agreement, and further agrees to save, indemnify, defend, and hold the other party harmless from any such liability.

**8. TERMINATION:** This Agreement may only be terminated by mutual written agreement of all parties executed in the same manner as this Agreement. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

**9. CHANGES, MODIFICATIONS, AMENDMENTS, AND WAIVERS:** This Agreement may be changed, modified, amended, or waived only by written agreement executed by the parties hereto. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.

**10. SEVERABILITY:** In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this Agreement are declared severable.

**11. ENTIRE AGREEMENT:** This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by this reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.


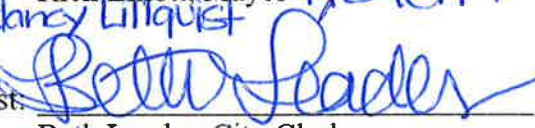
**12. EXECUTION:** Each party to this Agreement may bind itself with all other parties to this Agreement by signing a duplicate original of this Agreement and submitting such signed duplicate original for filing by the Kittitas County Auditor pursuant to Section thirteen (14). It is

understood that such execution shall not require one original Agreement be signed by all parties to this Agreement, but that there will be several duplicate originals signed by each party to this Agreement. The purpose of this provision is to facilitate the signing of the Agreement and to avoid undue delay in the execution of the Agreement. This Agreement, however, shall be executed on behalf of each party by its authorized representative and pursuant to the appropriate motion, resolution or ordinance of each party. Each party to this Agreement shall be bound to it as of the date it is signed by that representative of the party.


**13. FILING:** Executed copies of this Agreement shall be filed as required by RCW 39.34.040 or listed by subject on the party's website.

DATED this 16th day of September, 2024.

CITY OF ELLENSBURG

By:   
Nancy Lillquist, Mayor  
Attest:   
Beth Leader, City Clerk

Approved as to form:

  
\_\_\_\_\_  
City Attorney



DATED at Ellensburg, Washington, this 17<sup>th</sup> day of September, 2024.

BOARD OF KITTITAS COUNTY  
COMMISSIONERS

  
BRETT WACHSMITH, Chair

  
LAURA OSIADACZ, Vice-Chair

  
CORY WRIGHT, Commissioner



  
Julie Kjorsvik, Clerk of the Board

Oct 2, 2024

DATED this \_\_\_\_ day of September, 2024.

CENTRAL WASHINGTON UNIVERSITY

By:

  
Jim Wohlpart, President

Attest: \_\_\_\_\_

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Approved as to form:

\_\_\_\_\_  
Attorney