

**INTERLOCAL AGREEMENT BETWEEN KITTITAS COUNTY AND CITY OF
ELLENSBURG.**

This Interlocal Agreement is made and entered into this 3 day of June, 2025, by and between the City of Ellensburg (hereinafter the "City") and Kittitas County (hereinafter the "County") for the purpose of installing a fish diversion screen on Judge Ronald Road.

RECITALS

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, the City will install the screen in accordance with the approved civil plans; and

WHEREAS, the City will own and maintain the fish diversion screen into perpetuity. While in place, the screen will be cleaned at least daily at the City's expense, and will be cleaned more frequently as needed or as requested by the County Engineer; and

WHEREAS, the County may modify, remove, and/or replace the infrastructure the fish diversion screen is attached to at the County's discretion and expense; and

WHEREAS, the City may, at its discretion, replace the screen as necessary; and

WHEREAS, the City will provide minimum 24 hour notice to the County Engineer prior to placement of traffic control necessary for the fish diversion screen installation and/or maintenance; and

WHEREAS, the City will remove and store the fish diversion screen during the off season for irrigation;

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

- I. **PURPOSE.** The purpose of this Agreement is to install a fish diversion screen to declassify East Branch Lyle Creek.
- II. **LEAD AGENCY.** The City shall lead the agency under this Agreement responsible for the installation, traffic control, and maintenance for the fish diversion screen.

- III. **INDEMNITY.** The Parties each agree to be responsible and assume liability for their own wrongful and/or negligent acts or omissions, or those of their officers, agents or employees to the fullest extent required by law, and further agree to save, indemnify, defend and hold the other party harmless from any such liability. In the case of negligence of more than one Party, any damages allowed shall be allocated in proportion to the percentage of negligence attributable to each Party.
- IV. **DURATION OF AGREEMENT & TERMINATION.** This Agreement shall be in full force and effective upon the effective date written above, and shall remain in effect until terminated. Either Party may terminate this Agreement for any reason by providing the other Party at least thirty (30) days' written notice of the termination.
- V. **ADMENDMENT.** The Agreement may be amended at any time by mutual consent of the Parties, made in writing and approved and executed by the duly authorized agents of each of the Parties.
- VI. **RATIFICATION.** Acts taken in conformity with this Agreement prior to its execution are hereby ratified and affirmed.
- VII. **GOVERNING LAW AND VENUE.** This Agreement shall be governed by the laws of the State of Washington, and venue for any lawsuit arising out of this Agreement shall be in the Kittitas County Superior Court.
- VIII. **INTEGRATION.** This Agreement contains the entire agreement of the parties concerning the subject thereof, including all oral understandings or agreements, and there are no collateral understandings or agreements or representations or warranties not expressly included herein.
- IX. **FILING.** Copies of this Agreement shall be filed with the Kittitas County Auditor, or alternatively, listed by subject on each or either Party's web site or other electronically reliable public source pursuant to 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

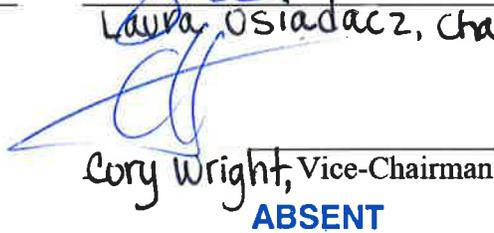
KITTITAS COUNTY BOARD OF COUNTY COMMISSIONERS



Heidi Behrends Cerniwey, City Manager

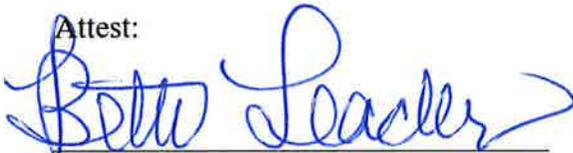


Laura Osiadacz, Chairman



Cory Wright, Vice-Chairman
ABSENT

Attest:



City Clerk

Approved as to form:



City Attorney



Commissioner
Brett Wachsmith

Attest:

Clerk of the Board - Deputy

Approved as to form:

Deputy Prosecuting Attorney