

INTERLOCAL AGREEMENT BETWEEN KITTITAS COUNTY AND THE CITY OF ELLENSBURG FOR THE USE OF PARK AND FAIRGROUNDS

This Agreement is made and entered into this 18th day of April, 2017, by and between Kittitas County, a political subdivision of the State of Washington (the "County"), and the City of Ellensburg ("City"), a municipal corporation.

WHEREAS, the City owns Memorial Park, a portion of which the County desires to make use of during the annual Kittitas County Fair, and

WHEREAS, the County has a fairgrounds, portions of which the City desires to make use of at various times during the year, and

WHEREAS, this Agreement for cooperative services is authorized by the provisions of Chapter 39.34 RCW, the Interlocal Cooperation Act,

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 City in sharing use of the Kittitas County Fairgrounds and Memorial Park.

2. Responsibilities. The parties' respective responsibilities shall be as follows:

a. The City shall provide, free of charge, that portion of Memorial Park, excluding the pool facility, to the County for use as part of the annual Kittitas County Fair.

b. The County will provide, free of charge, the Kittitas County Fairgrounds to the City for 1. Annual Daddy/Daughter Dinner Dance put on by the City of Ellensburg Park Department - 1st Saturday in March each year. 2. Community Thanksgiving Dinner put on by the City of Ellensburg Parks Department - annually the day prior to Thanksgiving Holiday. 3. The Community Christmas Basket Program - annually during the month of December. 4. Use of the stage for the Annual Memorial Day Ceremony at Memorial Park - Annually on Memorial Day.

3. Indemnification.

a. The County shall indemnify, defend and hold harmless the City, its elected officials, 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 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. The relationship established herein between the City 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 City's Parks & Recreation Director and the County's Event Center Manager shall attempt to resolve the dispute. If they are unsuccessful, the dispute shall be referred to the City Manager and the Chairman of the Board of County Commissioners for resolution. If not resolved by the City Manager 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 _____, 2017, 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 or posted on the County's webpage, as provided for in and required by RCW 39.34.040.

15. Entire Agreement. This Agreement embodies the entire Agreement between the County and City, and supersedes any and all prior oral or written communications, proposals, conditions, promises, representations, or understandings regarding the Services. No change, amendment or modification of any provision of this Agreement shall be valid unless set forth in a written amendment to the Agreement signed by both parties.

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

APPROVED: CITY OF ELLENSBURG



Rich Elliott, Mayor

APPROVED: KITTITAS COUNTY BOARD OF COMMISSIONERS



Paul Jewell, Chair

ATTEST:



City Clerk



Laura Osiadacz, Vice Chair



Chie O'Brien, Commissioner

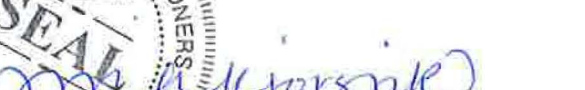
Approved as to form:



City Attorney



ATTEST:



Clerk of the Board of County Commissioners

Approved as to form:

Kittitas County Prosecuting Attorney

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

RESOLUTION NO. 2017-072

**A RESOLUTION AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT
BETWEEN KITTITAS COUNTY AND THE CITY OF ELLENSBURG FOR USE OF
MEMORIAL PARK DURING THE ANNUAL KITTITAS COUNTY FAIR**

WHEREAS, The annual Kittitas County Fair, conducted by Kittitas County, is held every Labor Day Weekend at the Kittitas Valley Event Center; and

WHEREAS, The Kittitas Valley Event Center grounds are inadequate in size to hold the Kittitas County Fair event; and

WHEREAS, The Kittitas Valley Event Center is adjacent to Memorial Park located in the City of Ellensburg; and

WHEREAS, Memorial Park is owned by the City of Ellensburg; and

WHEREAS, The Kittitas County Fair provides substantial benefit to the City of Ellensburg in the form of increased sales tax revenue, admissions tax revenue, and lodging tax revenue; and

WHEREAS, The City of Ellensburg utilizes desires to utilize facilities at the Kittitas Valley Event Center for certain events throughout the year; and

WHEREAS, The Kittitas Valley Event Center is owned by Kittitas County; and

WHEREAS, The certain events held at the Event Center by the City of Ellensburg provide benefits to the residents of Kittitas County; and

WHEREAS, Kittitas County and the City of Ellensburg wish to formalize the arrangements regarding the use of Memorial Park by the Kittitas County Fair and the use of the Kittitas Valley Event Center by the City of Ellensburg by executing an interlocal agreement substantially as attached hereto.

NOW, THEREFORE BE IT RESOLVED, The Kittitas County Board of County Commissioners authorizes execution of the interlocal agreement setting for the arrangement between Kittitas County and the City of Ellensburg regarding the use of Memorial Park for the Kittitas County Fair and the use of the Kittitas Valley Event Center by the City of Ellensburg.

**BOARD OF COUNTY COMMISSONERS
KITTITAS COUNTY, WASHINGTON**


Paul Jewell, Chairman


Laura Osiadacz, Vice-Chairman


Obie O'Brien, Commissioner




Clerk of the Board

APPROVED AS TO FORM:

Deputy Prosecuting Attorney