

**MEMORANDUM OF AGREEMENT
BETWEEN
KITTTAS COUNTY PARKS AND RECREATION DISTRICT NO. 1
AND
KITTTAS COUNTY BOARD OF COUNTY COMMISSIONERS
SUPPORTING COUNTYWIDE RECREATIONAL OPPORTUNITIES THROUGH A
COUNTYWIDE PARKS AND RECREATION DISTRICT**

THIS MEMORANDUM OF AGREEMENT (“MOA”) is made and entered into by and between Kittitas County Parks and Recreation District No. 1, hereinafter referred to as “DISTRICK” and Kittitas County Board of County Commissioners, hereinafter referred to as the “COUNTY,” and collectively referred to as the “PARTIES.”

WHEREAS: The DISTRICK was established in 2005 to “provide parks and recreational facilities as a public service”; and

WHEREAS: At the time of district formulation, no funding was voted into place to sustain and promote DISTRICK activities; and

WHEREAS: In 2014 a levy election that would have provided sustaining funding was voted down by DISTRICK voters; and

WHEREAS: The DISTRICK remains absent a sustainable funding source; and

WHEREAS: The COUNTY desires pursuing a countywide Parks and Recreation District; and

WHEREAS: The DISTRICK desires divesting of its ownership of the Evergreen Sno-Park and then petitioning Superior Court for DISTRICK dissolution; and

WHEREAS: The DISTRICK desires to define the terms of their dissolution with the COUNTY.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth herein, it is agreed by and between DISTRICK and the COUNTY as follows:

I. SCOPE

DISTRICK and the COUNTY will work together in a cooperative fashion to transfer ownership of the Evergreen Sno-Park and any real assets to the COUNTY, as further described in Exhibit A.

Additional actions to be taken by the COUNTY are incorporated into this agreement as allowed in Section III.

II. PERIOD OF PERFORMANCE

This Agreement will go into effect on April 30, 2024. Actions taken by COUNTY supporting this agreement will commence on April 30, 2024, and continue until December 31, 2025.

III. ROLES AND RESPONSIBILITIES

A. DISTRICT will:

1. Provide financial records and necessary documents supporting dissolution.
2. Provide an executed quit claim deed for the Evergreen Sno-Park.
3. Provide a listing of any outstanding agreements or obligations made to any local, state, or federal agencies or non-profits.
4. Provide a listing of all outstanding debt.
5. Provide any financial records or copies of any outstanding agreements,
6. Provide a signed copy of a petition to Superior Court to dissolve the DISTRICT.
7. Terminate DISTRICT website.
8. Terminate DISTRICT “facebook” page.
9. Notice all Sno-Park sponsors of ownership change.
10. Provide all electronic records.
11. Provide all Sno-Park signage.

B. The COUNTY will:

1. Pay outstanding election debt owed by the DISTRICT.
2. Accept ownership of the Evergreen Sno-Park and place improvements onto the COUNTY’s Capital Facility Plan.
3. Install a locking gate meeting COUNTY conditional use permit requirements for the snow park.
4. Pay any and all fees associated with DISTRICT dissolution.
5. Add a recommendation in the county’s planning policies to support recreational opportunities in upper county.
6. Sponsor a countywide election supporting a Parks and Recreation District.
7. Agree to evaluate the option of forming a Parks and Recreation Department of the COUNTY providing the election for a countywide Parks and Recreation District fails at the polls.
8. Amend the Recreation and Tourism plan to include COUNTY support of Upper County recreational opportunities.

IV. PROVISOS

- A. Nothing in this MOA is intended to create any rights in any party not a party to this MOA nor third-party beneficiaries.
- B. Nothing in this MOA creates a resource obligation outside that stated within the agreement.
- C. This is not an exclusive agreement, and both parties reserve the right to compensate additional professional service providers.
- D. Indemnification/Hold Harmless. COUNTY and DISTRICT agree to hold each other and their officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees arising out of or resulting from the acts,

errors or omissions of the parties in the reasonable performance of their duties under this Agreement, except for those injuries and damages that are caused or are attributable to the negligence of the agency. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of COUNTY and DISTRICT and their officers, officials, employees and volunteers, the parties liability, including the duty and cost to defend shall be only to the extent of the responsible parties negligence. The provisions of this section shall survive the expiration or termination of this Agreement.

- E. Attorney's Fees. If any legal action or proceeding is commenced relating to this Agreement, the prevailing party is entitled to recover its reasonable attorneys' fees and costs.
- F. By signing this agreement, both parties certify that neither they nor their officials are not debarred, suspended, declared ineligible, or voluntarily excluded from participation in this transaction by any federal agency or department.

V. RECORDS MAINTENANCE

The parties to this contract shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

VI. INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

VII. AGREEMENT ALTERATIONS AND AMENDMENTS

This agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

VIII. TERMINATION

Either party may terminate this Agreement upon 30 days prior written notification to the other party. 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.

IX. GOVERNANCE

This contract is entered into pursuant to and under the authority granted by the laws of the State of Washington and any applicable federal laws. The provisions of this agreement shall be construed to conform to those laws.

In the event of any inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a.) Applicable state and federal statutes and rules;
- b.) Scope of work (Attachment A); and
- c.) Any other provisions of the agreement, including materials incorporated by reference.

X. 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.

XI. 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.

XII. ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. 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.

XIII. CONTRACT MANAGEMENT

The contract manager for each of the parties shall be responsible for and shall be the contact person for all communications regarding the performance of this Agreement.

The Contract Manager for DISTRICT is:

Kent Verbeck, Chairman of Kittitas County Parks and Recreation District #1
PO Box 1064
Roslyn, WA 98941

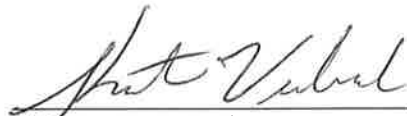
The Contract Manager for the COUNTY is:
Mark R. Cook, Public Works Director
Kittitas County Public Works
411 N. Ruby Street, #1
Ellensburg, WA 98926

IN WITNESS WHEREOF, the parties have executed this Agreement.



By: Brett Wachsmith, Chair
Title: Chairman, Board of County Commissioners

Date: 4-16-24



By: Kent Verbeck
Title: Chair, Kittitas County Parks and
Recreation District #1

Date:

Exhibit A: Evergreen Sno-Park Quit Claim Deed