

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF ELLENSBURG AND KITTITAS COUNTY
REGARDING USE OF REED PARK**

This Agreement made and entered into this _____ day of _____, 2017, under the provisions of Chapter 39.34 RCW, the Interlocal Cooperation Act, between Kittitas County, a political subdivision of the State of Washington, hereinafter referred to as "County," and the City of Ellensburg, a non-charter code city of the State of Washington, hereinafter referred to as "the City" (collectively referred to as "the Parties").

WHEREAS, the County conveyed to the City by deed dated January 5, 1933 ("the deed"), certain property now identified as Reed Park, and more fully described in Exhibit A; and

WHEREAS, the deed provides that the County may, under certain conditions more fully stated in the deed, require that Reed Park be closed to the general public and may require payment of an admittance fee to the park during such times (hereafter referred to as "County events closure"); and

WHEREAS, the County allows private non-profit organizations to charge and collect fees for entry to Reed Park at such times the City is required to close the park off from the general public as required in the deed; and

WHEREAS, Section 2.34.160 of the Ellensburg Municipal Code titled City Park Rules and Regulations contains language which allows the Parks & Recreation Director, or his/her designee, the authority to allow overnight camping in City park facilities and to waive the park hours rule.

WHEREAS, RCW 4.24.210 provides that owners and possessors of public or private land that make such areas available for outdoor recreation without charging a fee are not liable for unintentional injuries to such users; and

WHEREAS, the County and the City desire to specify their respective duties for those times when Reed Park is closed as required by the deed and the County or its agent(s) are charging and collecting a fee for entry into the park

NOW, THEREFORE, based upon mutual covenants to be derived the parties agree as follows:

1. **Duration and Termination:** The term of this agreement shall be from the date hereof, and shall extend until terminated. Either party may terminate this Agreement upon at least thirty (30) days' advance written notice to the other party.

2. **Purpose:** It is the purpose of this Agreement to permit the parties to make the most efficient use of their resources by enabling them to cooperate regarding the use of Reed Park and to allocate liability for those times the County is permitted to have the park closed to the general public, and charge and collect an admittance fee.

3. **County Responsibilities:**

a. The County shall be responsible for all clean-up of Reed Park property immediately following County events closure of the park, and shall restore the grounds of said park as near as possible to the same condition as the grounds were in prior to such use for County events closure.

b. The County shall be responsible for payment of all utilities services, if any, needed during County event closures of Reed Park.

c. The County shall coordinate any event closures of Reed Park with the City Parks & Recreation Director, and provide no less than thirty (30) days' notice of its intent to close the park for such allowable purposes.

4. **Hold Harmless and Indemnification:** The County shall defend, indemnify, and hold harmless the City, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of the County's or the County's sublessees' or agent's use of Reed Park, except only such injury or damage as shall have been occasioned by the sole negligence of the City.

When the County is in possession of Reed Park, per the Agreement, and charges an admission fee to people who overnight camp at Reed Park or view events taking place at the Rodeo Arena or Fairgrounds property, the County acknowledges and accepts that the provision set forth in RCW 4.24.210 do not apply since the County is charging people a fee for the use of the park, thus waiving any protections under the Recreational Immunity statute.

5. **Miscellaneous Provisions:**

a. **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.

b. **Relationship of the Parties:** No agent, employee or representative of any party shall be deemed to be an agent, employee or representative of any

other party for any purpose, and the employees of one party are not entitled to any of the benefits any other party provides to its employees.

c. **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.

d. **Waiver:** A failure by any 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.

e. **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.

f. **Entire Agreement - Modification.** The written provisions and terms of this Agreement supersede all prior written and verbal agreements and/or statements by any representative of the Parties, and those statements shall not be construed as forming a part of or altering in any manner this Agreement. This Agreement shall contain the entire Agreement between the parties unless modified in writing and signed by authorized representatives of the Parties.

g. **Filing:** Pursuant to RCW 39.34.040, this Agreement shall be posted on the City of Ellensburg and Kittitas County websites and/or filed with the County Auditor.

In Witness Whereof, the parties have executed this Agreement this ____ day of _____, 2017.

APPROVED: CITY OF ELLENSBURG

APPROVED: KITTITAS COUNTY BOARD
OF COMMISSIONERS

Rich Elliot, Mayor

Paul Jewell, Chair

ATTEST:

Laura Osiadacz, Vice Chair

City Clerk

Approved as to form:

City Attorney

Obie O'Brien, Commissioner

ATTEST:

Clerk of the Board of County
Commissioners

Approved as to form:

Kittitas County Prosecuting Attorney