

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 ____ day of _____, 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

APPROVED: KITTITAS COUNTY BOARD
OF COMMISSIONERS

Rich Elliott, Mayor

Paul Jewell, Chair

ATTEST:

Laura Osiadacz, Vice Chair

City Clerk

Obie O'Brien, Commissioner

Approved as to form:

ATTEST:

City Attorney

Clerk of the Board of County
Commissioners

Approved as to form:

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