

**AGREEMENT BETWEEN KITTITAS COUNTY, THE CITY OF ELLENSBURG, AND
ELLENSBURG MORNING ROTARY REGARDING CONTRUCTION OF SCORE
KEEPER'S TOWER/CONCESSION STAND AT WEST ELLENSBURG PARK**

THIS AGREEMENT by and between Kittitas County, a subdivision of the State of Washington ("County"), the City of Ellensburg, a Washington municipal corporation ("City"), and the Ellensburg Morning Rotary, a Washington nonprofit corporation ("Rotary"), is made effective the last date indicated below for the purposes described herein.

WHEREAS, Funding has been secured for the new baseball/soccer fields complex located in the West Ellensburg Park through local fundraising and grants; and,

WHEREAS, The County and City have each contributed funds for the construction of fields at the West Ellensburg Park; and,

WHEREAS, The parties wish to construct a score keeper's tower/concession stand ("Structure") in the West Ellensburg Park baseball fields; and,

WHEREAS, Pursuant to Revised Code of Washington section 35.21.278, the County may, without regard to competitive bidding laws for public works, contract with a service organization, a community, youth, or athletic association or other similar association for the purpose of making improvements to a park; and,

WHEREAS, The Ellensburg Morning Rotary Club is a service organization within the meaning of RCW 35.21.278 capable and willing to make improvements to a park facility; and

WHEREAS, The parties wish to contract within the County's authority under RCW 35.21.278, for the construction of said Structure; and,

WHEREAS, The parties wish to memorialize their understanding concerning the Structure, its construction, and County reimbursement of Rotary for its expenses for that construction; and,

WHEREAS, The parties wish to acknowledge the contribution to this project and to area recreation as a whole, made by each other,

NOW THEREFORE, the parties hereto agree as follows:

1. Improvements. Rotary will construct the Structure in the West Ellensburg Park upon park property belonging to the City. Title to the Structure shall vest in the City of Ellensburg, and this agreement shall serve as the document of transfer vesting ownership of the Structure in the City of Ellensburg. The Structure is more particularly described in the construction plans for it which are on file with the City of Ellensburg Building Department and incorporated herein by this reference.

2. Reimbursement by County; Minimum value of improvements. In accordance with the authority provided in RCW 35.21.278, the County will reimburse Rotary under this agreement an amount not to exceed \$57,900.00 for construction of the Structure. In accordance with the requirements of RCW 35.21.278, the Structure subject to reimbursement shall have a value at least equal to three (3) times the amounts to be paid to Rotary by the County as reimbursement therefore. Rotary shall substantially complete the Structure and the Structure must a value of at least \$173,700.00 before any payment is due under this agreement.
3. Determination of value. The value of the Structure as determined by Bob Hansen CRB, CCIM Commercial Broker of Remax Reality is estimated to be approximately \$198,000 to \$207,000.
4. Volunteers. In accordance with the provisions of RCW 35.21.278, Rotary may use volunteers in its completion of the Structure and provide volunteers with clothing and tools, meals and refreshments, accident/injury coverage, and reimbursement of their expenses.
5. Control of project. The Structure will be constructed on City-owned property. Construction of the Structure will be a project under the control of the Ellensburg Morning Rotary.
6. Liability. The City maintains liability coverage through the Association of Washington Cities' Risk Management Service Agency. That coverage extends to all volunteers, individually and collectively when acting within the scope and performance of their duties on behalf of the City. Accordingly, liability that results from the acts or omissions of Rotary volunteers acting within the course and scope of their duties as set forth herein shall be the responsibility of the City, and the City agrees to indemnify and hold the Rotary, its members, and the County harmless from such liability.
7. Future support. The City and County make no commitment to future support and assume no obligation for future support of the activity contracted for herein, except as may be expressly set forth in this agreement.
8. Assignment. Rotary shall not assign this agreement without the prior written consent of the City and the County.
9. Recognition. An appropriate acknowledgement, such as a plaque or sign, shall be affixed to the completed Structure recognizing the parties to this agreement for their contributions to the Structure, area recreation, and the life of this community.
10. Entire agreement; Amendment. This agreement is the complete expression of the terms herein and any oral representations or understandings not incorporated herein are excluded. This agreement may be amended only through mutual written agreement of the parties.

AGREED TO AND SIGNED this 6th day of July, 2006.

KITTITAS COUNTY

David B. Bowen
David Bowen, Chairman



ATTEST:

Janet Kyzarsnik
Clerk of the Board

AGREED TO AND SIGNED this ____ day of _____, 2006.

CITY OF ELLENSBURG

Obie O'Brien
Obie O'Brien, Mayor

ATTEST:

Chaele
City Clerk

AGREED TO AND SIGNED this 29 day of June, 2006.

ELLENSBURG MORNING ROTARY

Phil Backlund
President