

**INTERLOCAL AGREEMENT
BETWEEN KITTITAS COUNTY AND THE CITY OF CLE ELUM
FOR MEMORIAL PARK IMPROVEMENT FUNDING**

THIS INTERLOCAL AGREEMENT is made and entered into this 20th day of April, 2010, between KITTITAS COUNTY, a political subdivision of the State of Washington ("County"), and the City of Cle Elum, a municipal corporation organized under the laws of the State of Washington ("City").

WITNESSETH:

WHEREAS, The Interlocal Cooperation Act, as amended and codified in chapter 39.34 RCW, provides for interlocal cooperation between governmental agencies; and

WHEREAS, the County and the City are public agencies within the meaning of chapter 39.34 RCW; and

WHEREAS, The City of Cle Elum has an established parks system that serves all citizens of Kittitas County, especially the communities of Cle Elum, South Cle Elum, Roslyn, Ronald, Easton, and the outlying county areas; and

WHEREAS, included in the City of Cle Elum parks system is Memorial Park located on approximately 25 acres with an area specifically designated for use as ball fields, located between Grant Street and the Yakima River and east of South Cle Elum Way; and

WHEREAS, in addition to providing for general community park uses and adult sports activities, the area designated for ball fields, by written park use agreement between the City of Cle Elum and the Upper Kittitas County Youth Baseball/Softball Association (UKCYBSA), provides the home baseball/softball fields for the UKCYBSA; and

WHEREAS, Kittitas County's participation in parks for public use includes assisting municipalities and service organizations in their construction of parks; and

WHEREAS, Kittitas County has available funding in the amount of Fifty Thousand Dollars (\$50,000.00) to assist the City of Cle Elum in constructing improvements to Memorial Park; and

WHEREAS, the Memorial Park ball park improvements have been ongoing since at least 1993, and the City of Cle Elum seeks additional funding to finance construction of continuing improvements and operations for Memorial Park; and

WHEREAS, the City of Cle Elum will maintain the property, secure construction services, provide insurance coverage, and manage funds necessary for such improvements and operations.

NOW THEREFORE, this Agreement is entered into between the County and the City in consideration of the mutual benefits to be derived and the terms and conditions set forth below:

1. Duration: This Agreement shall become effective upon the filing of the executed counterparts of this Agreement with the Office of the Kittitas County Auditor or, alternatively, listed by subject on the County's web site or other electronically retrievable public source pursuant to RCW 39.34.040. The Agreement shall remain in effect for a period not to exceed Twelve (12) months.
2. Purpose: The purpose of this Agreement is to provide the City with cooperative financing for the continuing improvements to Memorial Park, as more particularly stated in **Exhibit "A,"** attached. This Agreement will help assure that the funds provided are timely and responsibly spent on approved projects.
3. Administration. No new separate legal or administrative entity is created to administer the provisions of this Agreement.
4. County's Obligations Related to Improvements to Memorial Field. The County shall provide funds to the City of Cle Elum, in an amount not to exceed Fifty Thousand Dollars (\$50,000.00), related to the construction of improvements for developing two additional youth ball fields that can double for both baseball and softball, described in **Exhibit "A"** hereto, which funds shall be maintained by the City in a parks fund and disbursed for only those expenses documented to be in accordance with **Exhibit "A"**.
5. City's Obligations Related to Improvements to Memorial Field.
 - a. The City shall maintain the land and liability insurance coverage for Memorial Field and shall be directly responsible for the receipt into and disbursement from a parks fund in accord with state law and accepted State accounting standards, those funds to be received from the County as contributed for Memorial Park improvements referenced in **Exhibit "A"** hereto, and to provide the County, as requested, all documentation related to procurement, payment and installations regarding the improvements referenced in **Exhibit "A."**

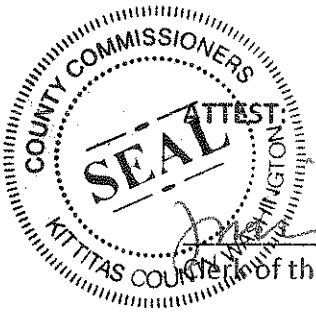
- b. For the purpose of this Interlocal Agreement, the entirety of the Fifty Thousand Dollars (\$50,000) requested for the Memorial Park improvements will be spent on project work that will be performed by licensed contractors secured and managed by the City of Cle Elum using the appropriate bid processes as required. Some volunteer work may be done during other phases of the project not involving any contracted work.
 - c. A Park Use Agreement between the City of Cle Elum and the UKCYBSA was entered into on November 25, 2003, the term of such Agreement being Twenty (20) years with the option for two (2) ten (10) year extensions by agreement of the City and the UKCYBSA. For purposes of this Interlocal Agreement, it is the City's responsibility to comply with all laws, regulations, ordinances and policies in relation to any work herein, and in relation to any contractual requirements concerning the ball park improvements imposed by the City's agreement with the UKCYBSA.
6. Hold Harmless/Indemnification. The City shall defend, indemnify and hold harmless the County, its officers, officials, employees, volunteers and representatives 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 City in performance of this Agreement, except for injuries and damages caused by the sole negligence of the County. No liability shall attach to the County by reason of entering into this Agreement except as expressly provided herein.
7. Insurance. The City shall procure and maintain for the duration of this Agreement, liability insurance in an amount of at least one Million Dollars (\$1,000,000), against claims or injuries to persons or damage to property which may arise from or in connection with the performance of the work herein by the City, its officers, officials, agents, representatives, volunteers, or employees.
8. Relationship of the Parties. The City and its officers, officials, employees, agents, volunteers or representatives performing pursuant to this Agreement are not officers, officials, employees, agents or representatives of the County. Nothing contained herein shall be deemed to create the relationship of employee and employer or principal and agent between the County and the City, and the employees of the City are not entitled to any of the benefits the County provides to County employees.
9. Compliance with Law. Each party hereto, in its performance of this Agreement, accepts responsibility for compliance with all applicable local, state and federal laws, regulations, ordinances and policies.

10. Jurisdiction and Venue. This Agreement has been executed and delivered within the State of Washington, and 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.

11. Future Support. The County makes no commitment to future support and assumes no obligation for future support of the activities contracted for herein, except as may be expressly set forth in this Agreement.

12. Recognition. An appropriate acknowledgment, such as a plaque or sign, shall be affixed to one of the completed structures recognizing the parties to this Agreement for their contributions to the structures, area recreation, and the life of this community.

DATED this 20th day of April, 2010.



[Signature]
Clerk of the Board

BOARD OF COUNTY COMMISSIONERS
KITTITAS COUNTY, WASHINGTON

[Signature]
Mark McClain, Chair

[Signature]
Paul Jewell, Vice-Chair

APPROVED AS TO FORM:

Deputy Prosecuting Attorney

[Signature]
Alan Crankovich, Commissioner

ATTEST:

[Signature]
City Clerk

CITY OF CLE ELUM

[Signature]
Charles J. Glondo, Mayor

APPROVED AS TO FORM:

[Signature]
City Attorney

EXHIBIT A

Description of Project

The objective of this project is to provide additional safe, youth playing fields: softball (12 and 16U), baseball (convertible by portable mound), and one field to be used for soccer and football, both youth and adult. Our area has a shortage of these fields. The high school is the lone place where some of these fields can be found. Presently, youth softball and soccer teams are using school grounds to practice; not fields, in most instances. Softball games (12 and 16U) are being played on the high school field. Scheduling problems arise not only between the two leagues but also with the high school, middle school and adult softball.

Work will entail the following:

1. Leveling/grubbing (removal of larger rocks from site)
2. Install irrigation system
3. Install Backstops, field and dugout fencing
4. Install perimeter fencing, tying in with 4-plex fence
5. Pour concrete slabs in dugouts and bleacher pads
6. Install and fine grade 1800 yards of topsoil (site very gravelly soils)
7. Seed entire site except for infield areas
- 8) Purchase and install infield mix
- 9) Purchase and level gravel for parking area, install wheel stops
- 10) Construct ADA pathways
- 11) Provide power to site
- 12) Purchase and install bleachers, soccer goals and dugout benches

In the end, this will relieve usage of the school fields, allow adult softball to begin their season earlier, allow for youth tournament play, relieve scheduling problems and place the majority of the youth activities at one site.

If this project is selected, the communities of this area will have a youth facility that they can be extra proud of and would want others to come and enjoy it with them.