

## **RESOLUTION NO. 2025-03**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELLENSBURG to declare certain City-owned property as surplus to City of Ellensburg's needs and approving an Interlocal Cooperative Agreement with Kittitas County regarding boundary line adjustments and shared maintenance responsibilities for specified areas of Reed Park.

WHEREAS, Kittitas County ("County") and other parties deeded certain property located on Craigs Hill, Ellensburg, Washington to the City of Ellensburg ("City") in the 1930's which the City used to create Reed Park; and

WHEREAS, the City and County discovered in recent years anomalies in the boundaries of certain parcels between Reed Park and the County-owned and operated Kittitas Valley Event Center ("KVEC"); and

WHEREAS, over the years there has been sloughing of material down certain areas of the hill below Reed Park into the KVEC, which has required the use of "ecology blocks" and similar devices by KVEC to act as a catchment for such material; and

WHEREAS, the City and County shared the costs for the County Surveyor to research the historic deeds for both Reed Park and KVEC, and conduct a survey of the existing boundaries in 2022 to compare to the property deeded to the parties; and

WHEREAS, the County survey disclosed that certain boundaries or portions boundaries did not align with assumed boundaries the parties had been using, and that some parcels and/or portions of deeded parcels were designated as "unassigned" by the Kittitas County Assessor's Office to either the City or County; and

WHEREAS, the City and County also shared the costs of obtaining a geotechnical assessment of the hillside between Reed Park and the KVEC, which was completed in March 2023; and

WHEREAS, since mid-2023, the parties have been negotiating a cooperative agreement to address the boundary discontinuities, as well as addressing shared maintenance and mitigation obligations for the hillside between Reed Park and the KVEC;

WHEREAS, the City and County have agreed to an Interlocal Cooperative Agreement ("ILA"), attached hereto as "Exhibit 1," which addresses the aforementioned issues in a fair and equitable manner; and

WHEREAS, to accomplish the boundary line adjustments required by the ILA, the City must surplus small portions of tracts within parcels identified by the Kittitas County Assessor's

Office as Parcels No. 165633 (Transfer Parcel "A") and No. 095633 (Transfer Parcel "B" and Transfer Parcel "D") as depicted in Exhibit 1, totaling approximately .52 acres, with a resulting exchange of portions of the real property owned by Kittitas County identified by the Kittitas County Assessor's Office as Parcels No. 095633 (Transfer Parcel "C") depicted on Exhibit A, Sheet 1, and the parcel described as "Unassigned" (Transfer Parcel "E") depicted on Exhibit A, Sheet 2, totaling approximately .68 acres; and

WHEREAS, City staff has calculated that the approximate value of the City property to be declared surplus is between \$34,000 and \$38,000; and

WHEREAS, despite the potential value of the City parcels, due to the size of the City and County parcels involved in this exchange, and the fact they are zoned as Public Reserve and all located within either a public park or county event center, they could not be sold to a private party; and

WHEREAS, Ellensburg City Code 2.06.020 authorizes the City to surplus said property as part of a special disposition process; and

WHEREAS, the Ellensburg City Council held a duly noticed public hearing during a regularly scheduled Ellensburg City Council Meeting on February 18, 2025, regarding the proposed surplus of the City property identified herein, the proposed disposition by exchange of property with Kittitas County, and the proposed Interlocal Cooperative Agreement;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ellensburg, Washington, as follows:

**Section 1.** The "Whereas" provisions set forth above are hereby incorporated in this Resolution as findings in support of the actions authorized in this Resolution.

**Section 2.** Those portions of the real property owned by the City identified by Kittitas County Assessor's Office as Parcels No. 165633 (Transfer Parcel "A") and No. 095633 (Transfer Parcel "B" and Transfer Parcel "D") as depicted in Exhibit 1 to this Resolution on Exhibit A, Sheet 1 and Sheet 2, are hereby declared surplus to the City of Ellensburg's need and is no longer required for providing municipal services.


**Section 3.** The Ellensburg City Council finds that the City property being declared as surplus should be disposed of per Ch. 2.06 ECC through the land exchange and boundary line adjustments referenced above, which is of significant value and benefit to the City since the portions of parcels involved are not marketable property, all of which is therefore in the best interests of the City.

**Section 4.** The Ellensburg City Council also finds it is in the City of Ellensburg's best interests to enter into the Interlocal Cooperative Agreement with Kittitas County, attached hereto as Exhibit 1, and the Mayor is hereby authorized to execute the agreement.

ADOPTED by the City Council of the City of Ellensburg this 18<sup>th</sup> day of February, 2025.

  
\_\_\_\_\_  
Mayor

Attest:

  
\_\_\_\_\_  
City Clerk

# EXHIBIT 1

## INTERLOCAL COOPERATIVE AGREEMENT BETWEEN CITY OF ELLENSBURG and KITITITAS COUNTY, WASHINGTON

THIS AGREEMENT is made and entered into by and between the City of Ellensburg ("City") and Kittitas County, Washington ("County"), collectively referred to as the "Parties", pursuant to the authority granted by Chapter 39.33 RCW and Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT.

1. **PURPOSE:** This Agreement defines the respective responsibilities and share of costs each party shall bear regarding ownership and maintenance of the hill (also known as Craig's Hill) located between the County Fairgrounds and the City's Reed Park. Each party and the public will benefit from a cooperative approach towards hill maintenance. In addition, the Parties agree to adjust certain parcel boundaries for Reed Park and the County Fairgrounds, as set forth herein.

### 2. RESPONSIBILITIES AND JOINT COOPERATIVE ACTION:

The responsibilities and joint cooperative action of the Parties described in this Section 2 are established based on the boundaries of Reed Park, as will be adjusted pursuant to Section 2.4, below, and as depicted in Exhibit A, attached hereto and incorporated by reference into this Agreement.

#### 2.1 The City will:

- a. Maintain the slope of the hill owned by the City next to the County Fairgrounds, as required by law.
- b. Twice a year, use the City's pavement sweeping machines to sweep the County Fairgrounds access road at the toe of the hill: once right before the County fair; and once after the County performs the clean-out of hill slope debris behind the ecology blocks, as specified in paragraph 2.2(b). This sweeping will be completed at the request of the Kittitas Valley Event Center Director, at a time that is convenient and mutually agreeable to the Parties.

#### 2.2 The County will:

- a. Maintain the County Fairgrounds, as required by law.
- b. Continue to provide "Ecology" or other cement blocks at the toe of the Craig's Hill slope, located along the County Fairgrounds access road, will perform annual inspections and, if required, clean-out of hill slope debris behind the blocks.

#### 2.3 The City and County jointly will:

- a. Provide at least two (2) weeks' notice to the other Party of any scheduled, non-emergency maintenance of the Reed Park slope or area to be cleaned out behind the blocks.
- b. In a hill slope emergency, take necessary action in good faith, even if unilateral, with communication and collaboration with the other Party as soon as the situation allows.
- c. Coordinate and provide for aerial drone monitoring, photography, and LiDAR of the hill slope, to occur every two years, to establish a baseline slope measurement to evaluate and detect any slope movement over time. The County or City will coordinate which Party performs this task depending on availability of staff and equipment, or whether

## EXHIBIT 1

this is performed by a third party via contract. The Parties will share any data obtained from aerial drone monitoring with the other Party. The Parties agree to split the actual costs of aerial drone monitoring (with each Party responsible for 50%), and will not charge any administrative fees for this work.

d. At least once every two years, or at the request of either Party, appoint representatives from the City and County to meet and discuss the status of the hill, including any request by either Party to contribute to the costs of maintaining and/or mitigating sloughing from the slope of Reed Park down to the County Fairgrounds.

e. At the request of either Party, participate in an informal dispute resolution process as follows:

(1) The first level of dispute resolution shall include the head of each Party's public works department or their designee, along with any other persons needed to resolve the dispute and mutually agreed to by the department heads. The meeting shall take place at a mutually agreed-upon time and location.

(2) If the dispute cannot be resolved by the public works department heads per subsection (1), the Ellensburg City Manager and the Kittitas County Commissioner whose district encompasses the hill (currently the District 3 Commissioner), or designee, shall meet at a mutually agreed-upon time and location to attempt to reach a resolution of the dispute.

(3) The Parties reserve the right to pursue all claims in law or equity if informal dispute resolution is not successful.

f. Except in an emergency, if a third-party vendor is used for significant clean-up or repair the hill, both Parties must review and approve the vendor contract, including provisions for litigation defense, indemnity, hold-harmless, RCW Title 51, and insurance limits.

g. Each provide ten (10) feet of width, for a total twenty (20) foot wide mutual maintenance easement centered on the boundary between Reed Park and the County Fairgrounds, as generally shown in Exhibit A, for use by both parties to clean out and collect debris, as provided in Section 2.2(b) and 2.1(c).

h. With respect to the gate and fence near the water tower, the Parties agree each Party will have a key, access, and free use of the gate for business purposes, such as the Fair and Rodeo during Labor Day weekend. The Parties will jointly manage security and maintenance of the fence and gate, and will resolve any issues as provided for in this Agreement.

### 2.4 Boundary Line Adjustments:

The Parties recognize that the boundaries of Reed Park, the County Fairgrounds and the boundaries between these locations are, in some cases, not accurately reflected in the records of the Kittitas County Assessor's Office. Therefore, the Parties agree that boundary line adjustments to those parcels, as reflected in Exhibit A, attached hereto and incorporated by reference, will be submitted to the Kittitas County Public Works Department, which will take the necessary steps (which include, but are not limited to, application for Boundary Line Adjustments filed with the City; drafting and recording deeds), with the City's cooperation, to effectuate these adjustments. This Agreement shall be attached as an exhibit to any deed recorded as part of this Agreement.

## EXHIBIT 1

3. **TERM OF AGREEMENT:** The term of this Agreement shall be from the date of signing by all parties, and shall continue until terminated as set forth in this Agreement.

4. **EXPENSES AND MANNER OF FINANCING:** Unless specified elsewhere in this Agreement, the Parties agree costs and expenses incurred in good faith under this Agreement will be split into equal shares, with each Party responsible to pay for its share. The Parties specifically agree to equally split the costs of any emergency repairs or cleanup of the hill performed in good faith.

5. **ADMINISTRATION:** No new or separate legal or administrative entity is created to administer the provisions of this Agreement. This Agreement shall be administered jointly by the City and the County. The following individuals are designated as representatives of the respective Parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the Party making the change shall notify the other Party.

5.1 The County's representative shall be the Kittitas County Commissioner whose district encompasses the hill (currently the District 3 Commissioner), or designee.

5.2 The City's representative shall be the City Manager, or designee.

6. **TREATMENT OF ASSETS AND PROPERTY:** No fixed assets or personal or real property will be jointly or cooperatively acquired, held, used, or disposed of pursuant to this Agreement.

7. **INDEMNIFICATION:** To the extent of its comparative liability, each Party agrees to indemnify, defend and hold the other Party, its elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which are alleged or proven to be caused by an act or omission, negligent or otherwise, of its elected and appointed officials, employees, agents or volunteers.

A Party shall not be required to indemnify, defend, or hold the other Party harmless if the claim, damage, loss or expense for personal injury, for any bodily injury, sickness, disease or death or for any damage to or destruction of any property (including the loss of use resulting therefrom) is caused by the sole act or omission of the other Party. In the event of any concurrent act or omission of the Parties, negligent or otherwise, these indemnity provisions shall be valid and enforceable only to the extent of each Party's comparative liability.

The Parties agree to maintain a consolidated defense to claims made against them and to reserve all indemnity claims against each other until after liability to the claimant and damages, if any, are adjudicated. If any claim is resolved by voluntary settlement and the Parties cannot agree upon apportionment of damages and defense costs, both parties shall pay the voluntary settlement and all related expenses on an equal share bases, after which either Party may submit apportionment to arbitration, which shall be binding on both Parties.

The indemnification obligations of the Parties shall not be limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act. Each Party hereby expressly waives any immunity afforded by such acts to the extent required by a Party's obligations to indemnify, defend and hold harmless the other Party or Parties. A Party's waiver of immunity does not extend to claims made by its employees directly against the Party as employer. The foregoing indemnification obligations of the Parties are a material inducement to enter into this Agreement and have been mutually negotiated.

## EXHIBIT 1

8. COMPLIANCE WITH LEGAL REQUIREMENTS: Each party shall comply with all federal, state, and local laws, rules, and regulations, and ordinance applicable to the performance of this Agreement, including without limitation, all those pertaining to wages and hours, confidentiality, disabilities, and discrimination.

9. TERMINATION: Except as otherwise agreed to by both Parties, any Party hereto may terminate this Agreement upon six (6) months' notice, in writing, either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the other Party's last known address for the purposes of giving notice under this paragraph. 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.

10. CHANGES, MODIFICATIONS, AMENDMENTS, AND WAIVERS: This Agreement may be changed, modified, amended, or waived only by written agreement executed by the Parties hereto. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.

11. SEVERABILITY: In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this Agreement are declared severable.

12. ENTIRE AGREEMENT: This Agreement contains all the terms and conditions agreed upon by the Parties. All items incorporated herein by this reference are attached. 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.

13. FILING: This Agreement shall be filed with the Kittitas County Auditor, or, alternatively, listed by subject on each or either party's web site or other electronically retrievable public source pursuant to RCW 39.34.040.

14. JURISDICTION: Any legal dispute between the Parties to this Agreement shall be governed by the laws of the State of Washington, and venue for any litigation to enforce this Agreement shall be brought in Kittitas County, Washington. However, prior to litigation, the Parties shall first make every attempt possible to resolve any disputes in a cooperative and constructive manner, as set forth elsewhere in this Agreement.

15. 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.

16. ASSIGNMENT: No portion of this Agreement may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of the other Party.

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**EXHIBIT 1**

DATED at Ellensburg, Washington, this 24<sup>th</sup> day of February, 2025.

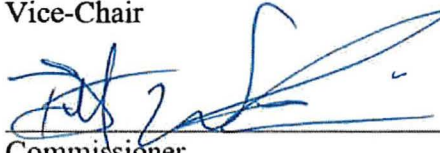
**BOARD OF KITTITAS COUNTY  
COMMISSIONERS**



Chair

**ABSENT**

Vice-Chair



Commissioner

  
Clerk of the Board



**BOARD OF COUNTY COMMISSIONERS  
COUNTY OF KITTITAS  
STATE OF WASHINGTON**

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN  
INTERLOCAL AGREEMENT WITH THE CITY OF ELLENSBURG**

**RESOLUTION NO. 2025 - 042**

**WHEREAS:** Chapter 39.34 RCW, the Interlocal Cooperation Act, authorizes public agencies to enter into agreements for mutually advantageous joint or cooperative action;

**WHEREAS:** Chapter 39.33 RCW, RCW 36.34.130, and Kittitas County Code Section 2.81.090 provide for intergovernmental disposition of property;

**WHEREAS:** Kittitas County and the City of Ellensburg are public agencies within the meaning of chapters 39.33 and 39.34 RCW, RCW 36.34.130, and Kittitas County Code Section 2.81.090; and

**WHEREAS:** Kittitas County and the City of Ellensburg find it mutually advantageous to resolve boundary line and other issues regarding County and City property near or at the Kittitas County Fairgrounds, and have drafted an Interlocal Agreement which resolves these issues; and

**WHEREAS:** The Kittitas County Board of County Commissioners finds it is in the best interests of the County and its people to approve the draft Interlocal Agreement (which will require a minimal exchange of property with the City of Ellensburg to finalize the boundary line adjustments);

**NOW, THEREFORE, BE IT RESOLVED,** the Kittitas County Board of County Commissioners authorizes the execution of the Interlocal Agreement with the City of Ellensburg, and authorizes resolution of the boundary line adjustment as proposed (which will require a minimal exchange of property with the City of Ellensburg) attached hereto, and incorporated herein by this reference.

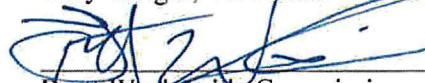
APPROVED, this 24<sup>th</sup> day of February, 2025, at Ellensburg, Washington.



**BOARD OF COUNTY COMMISSIONERS  
KITTITAS COUNTY, WASHINGTON**

  
\_\_\_\_\_  
Laura Osiadacz, Chair  
**ABSENT**

Cory Wright, Vice-Chair

  
\_\_\_\_\_  
Brett Wachsmith, Commissioner

**EXHIBIT 1**

DATED at Ellensburg, Washington, this 18<sup>th</sup> day of February, 2025.

CITY OF ELLENSBURG




\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
City Clerk

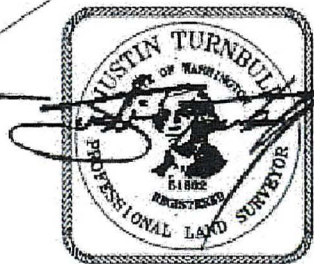
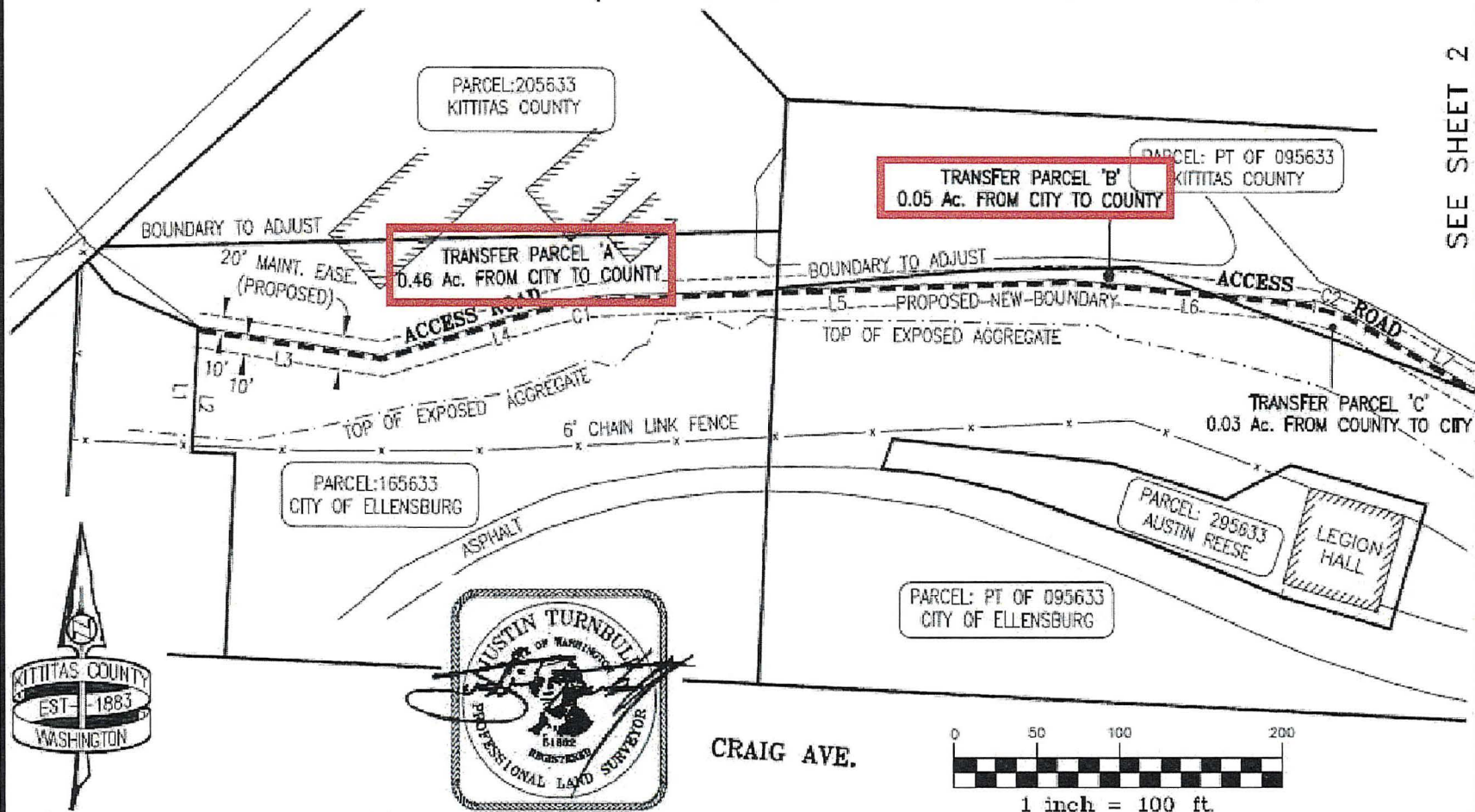
Approved as to form:

  
\_\_\_\_\_  
City Attorney

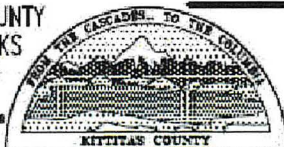
# EXHIBIT 'A' (SHEET 1)

## KITTITAS COUNTY FAIRGROUNDS / CITY OF ELLENSBURG REED PARK INTERLOCAL AGREEMENT / PROPOSED BOUNDARY LINE ADJUSTMENT

SEE SHEET 2



KITTITAS COUNTY  
PUBLIC WORKS  
411 N. RUBY ST.  
ELLENSBURG, WA  
(509) 962-7523  
www.co.kittitas.wa.us



NAME: FAIRGROUNDS CITY/COUNTY  
INTERLOCAL AGREEMENT / BLA  
PT NW1/4 SEC.1, T17N., R18E., W.M.

DRAWING TYPE: EXHIBIT DRAWING

PARCEL NO. MULTIPLE

SCALE: 1"=100'  
DATE: 01/29/2025  
DRAWN BY: J. TURNBULL  
CHECKED: J. TURNBULL  
MAP I.D. MULTIPLE

SHEET  
1 OF 2  
SHEETS  
PROJECT  
22019

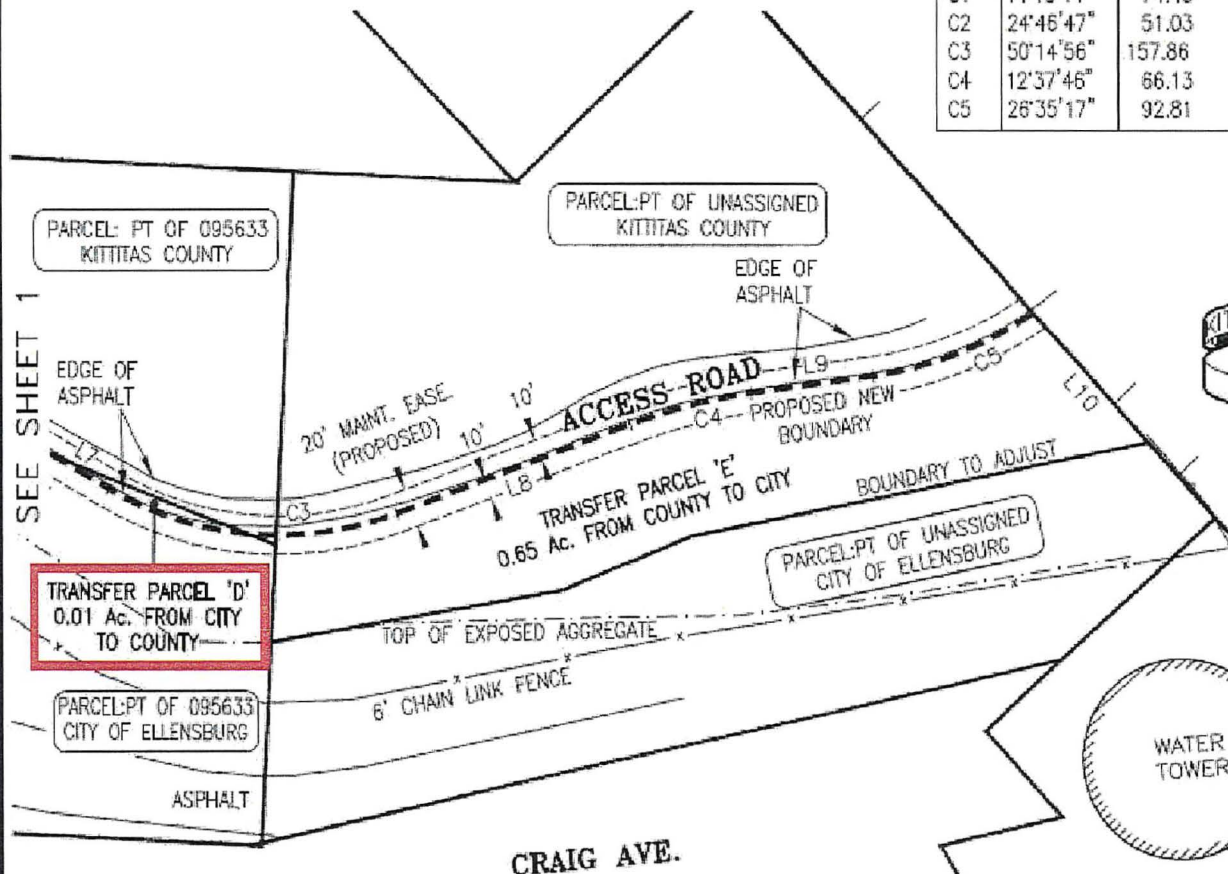


# EXHIBIT 'A' (SHEET 2)

## KITTITAS COUNTY FAIRGROUNDS / CITY OF ELLENSBURG REED PARK INTERLOCAL AGREEMENT / PROPOSED BOUNDARY LINE ADJUSTMENT

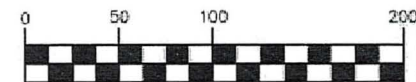
CURVE	DELTA	LENGTH	RADIUS
C1	14°13'11"	74.45	150.00
C2	24°46'47"	51.03	118.00
C3	50°14'56"	157.86	180.00
C4	12°37'46"	66.13	300.00
C5	26°35'17"	92.81	200.00

LINE	BEARING	DISTANCE
L1	S45°36'05"E	74.45
L2	S45°36'05"E	73.01
L3	S50°20'11"W	112.62
L4	S25°11'46"W	104.49
L5	S39°24'57"W	280.51
L6	S46°42'30"W	136.13
L7	S71°29'16"W	109.04
L8	S21°14'20"W	131.57
L9	S33°52'06"W	64.75
L10	N89°12'42"E	90.56



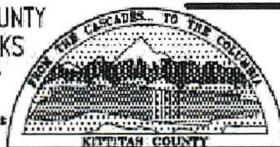
### LEGEND

- EXISTING BOUNDARY
- - - PROPOSED NEW BOUNDARY
- x FENCE
- - - EASEMENT (PROPOSED)



1 inch = 100 ft.

KITTITAS COUNTY  
PUBLIC WORKS  
411 N. RUBY ST.  
ELLENSBURG WA  
(509) 962-7523  
www.co.kit.wa.us



NAME: **FAIRGROUNDS CITY/COUNTY**  
INTERLOCAL AGREEMENT / BLA  
PT NW1/4 SEC.1, T17N., R18E., W.M.

DRAWING TYPE EXHIBIT DRAWING

PARCEL NO. MULTIPLE

SCALE: 1"=100'

DATE: 01/29/2028

DRAWN BY: J. TURNBULL

CHECKED: J. TURNBULL

MAP I.D. MULTIPLE

SHEET

2 OF 2

SHEETS

PROJECT

22019