



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

July 14, 2015

Ordinance 18080

Proposed No. 2015-0283.2

Sponsors Dunn

1 AN ORDINANCE authorizing the King County executive
2 to enter into an interlocal agreement between King County
3 and the city of Enumclaw for the city's operation of the
4 2015 and 2016 King County fair; and declaring an
5 emergency.

6 STATEMENT OF FACTS:

- 7 1. The city of Enumclaw operates the King County fair, which supports
8 agriculture in King County and provides important educational and
9 recreational opportunities for youth.
- 10 2. King County supports the city of Enumclaw's operation of the King
11 County fair, which provides a regional venue for King County residents to
12 engage with educational exhibits, participate in programming designed to
13 strengthen connections to the local agriculture community and provides
14 resources for youth involvement such as the 4-H youth development
15 program.
- 16 3. Under an agreement with the city of Enumclaw, King County will
17 remit to the city of Enumclaw thirty-five thousand dollars for the 2015
18 King County fair and twenty-five thousand dollars for the 2016 King

19 County fair, in accordance with the terms of Attachment A to this
20 ordinance.

21 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

22 SECTION 1. Findings:

23 A. The council finds as a fact and declares that an emergency exists and that the
24 enactment of this ordinance as an emergency is necessary for the immediate preservation
25 of public peace, health or safety or for the support of county government and its existing
26 public institutions.

27 B. The council has authority to enact an emergency appropriation ordinance as
28 set forth in Section 470.20 of the King County Charter.

29 SECTION 2. The King County executive is hereby authorized to enter into an
30 interlocal agreement between King County and the city of Enumclaw, substantially in the
31 form of Attachment A to this ordinance, for the city's operation of the 2015 and 2016
32 King County fair.

33 SECTION 3. The council finds as a fact and declares that an emergency exists
34 and that the enactment of this ordinance as an emergency ordinance is necessary for the

35 immediate preservation of public peace, health or safety or for the support of county
36 government and its existing public institutions.
37

Ordinance 18080 was introduced on 7/13/2015 and passed as amended by the Metropolitan King County Council on 7/13/2015, by the following vote:

Yes: 8 - Mr. Phillips, Mr. von Reichbauer, Mr. Gossett, Ms. Lambert,
Mr. Dunn, Mr. McDermott, Mr. Dembowski and Mr. Upthegrove
No: 0
Excused: 1 - Ms. Hague

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON



Larry Phillips, Chair

ATTEST:



Anne Noris, Clerk of the Council

Attachments: A. Interlocal Agreement Between the King County Parks and Recreation Division and the City of Enumclaw, dated July 13, 2015, 2:00 PM

INTERLOCAL AGREEMENT
between the
King County Parks and Recreation Division
and the
City of Enumclaw

This INTERLOCAL AGREEMENT is made and entered into as of the date last set forth below by and between King County, a home rule charter county, through the Parks and Recreation Division of the Department of Natural Resources and Parks, (hereinafter "County" or "King County") and the City of Enumclaw, Washington, a non-charter code city and mayor-council form of government organized under RCW Title 35A (hereinafter "City"), for providing funds to the City for the King County Fair (the "Fair").

RECITALS

- A. The City operates the Fair, which supports agriculture in King County and provides important educational and recreational opportunities for youth. The Fair also supports economic development in the City.
- B. The Interlocal Cooperation Act, Chapter 39.34 RCW, authorizes local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities.
- C. As a code city organized under RCW Title 35A, the City has all of the powers and authority afforded a municipal corporation under Washington State law, including the power to contract, the power to enter into interlocal agreements under RCW Chapter 39.34, and the power to operate recreational programs and facilities for the benefit of the public.
- D. King County Charter, Article 1, Section 120, authorizes the County, in the exercise of its powers and the performance of its functions and services, to agree by contract to participate jointly in or in cooperation with any one or more other governments, and to share the costs and responsibilities of such powers, functions, and services.

NOW, THEREFORE, in consideration of the promises and commitments made herein, the County and the City agree as follows:

AGREEMENT

1. **PARTIES.** The parties to this Agreement are the County and the City. The City may assign its duties under this Agreement to a third-party, non-profit corporation. The parties' representatives are identified below. All communication, notices, coordination, and other aspects of this Agreement shall be managed by the parties' representatives. Either party may change or substitute its representative at any time during the term of this Agreement

by providing written notice to the other party.

The County's representative is:

Doug Hodson, Finance Manager
Parks and Recreation Division
Dept. of Natural Resources and Parks
201 South Jackson Street
Mailstop: KSC-NR-0700
Seattle, WA 98104-3855
Email: doug.hodson@kingcounty.gov
Phone: 206-477-5918

The City's representative is:

Chris Searcy, City Administrator
City of Enumclaw
1339 Griffin Avenue
Enumclaw, WA 98022
Email: csearcy@ci.enumclaw.wa.us
Phone: 360-615-5721

2. TERM. Unless amended pursuant to Section 20, or unless terminated as provided herein, the term of this Agreement shall commence on the date it is fully executed, and end upon the conclusion of the Fair in 2016.
3. CONSIDERATION.
 - A. The County will remit to the City, in accordance with instruction from the City, a lump sum of Thirty-Five Thousand (\$35,000) Dollars for the 2015 Fair within thirty (30) days of the date this Agreement is fully executed, and an additional Twenty-Five Thousand (\$25,000) Dollars not less than sixty (60) days prior to the event, PROVIDED the Fair occurs in 2016.
 - B. The City acknowledges and agrees to encourage and support local 4-H Youth Development participation at the Fair in 2015 and 2016.
 - C. The County hereby grants a revocable, non-exclusive, transferrable, license to the City to use the phrase "King County Fair" to publicize and promote the Fair and for related marketing or advertising purposes during the Term, subject to the provisions of this Agreement.
4. USE OF FUNDS. All funds remitted hereunder to the City shall be used only and solely for the purpose of supporting the youth programs at the Fair in 2015 and 2016.
5. DISPUTE RESOLUTION. In the event any dispute regarding this Agreement cannot be resolved by informal methods, then prior to commencing litigation or taking any administrative action, the aggrieved party shall notify the other in writing of the particulars of the grievance, and the other party shall reply in writing within ten (10) working days, setting forth its position and stating what, if any, action it will take with respect to the grievance. The aggrieved party shall respond in writing, indicating its satisfaction or dissatisfaction, as the case may be; in the event the aggrieved party is dissatisfied, the parties shall then meet in person and confer in good faith to resolve their differences before litigation is commenced.
6. ANTI-DISCRIMINATION. In all hiring or employment made possible or resulting from this Agreement, there shall be no discrimination against any employee or applicant for employment because of sex, age, race, color, creed, national origin, sexual orientation, gender identity or expression, age (except minimum age and retirement provisions),

marital status or the presence of any sensory, mental, or physical handicap, unless based upon a bonafide occupational qualification. This requirement shall apply to but not be limited to the following: employment, advertising, lay-off, or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Further, no person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, national origin, sexual orientation, gender identity or expression, age (except minimum age and retirement provisions), marital status, or the presence of any sensory, mental, or physical handicap. Any violation of this provision shall be considered a violation of a material provision of this Agreement and shall be grounds for termination or suspension in whole or in part of this Agreement by King County and may result in ineligibility for further King County agreements.

7. COMPLIANCE WITH ALL LAWS AND REGULATIONS. The City and the County agree to comply with all applicable laws, ordinances and regulations from any and all authorities having jurisdiction over it, the activities contemplated in this Agreement.
8. INSURANCE. No insurance certification is required. However, the Parties agree to maintain premises and vehicle liability insurance in force with coverages and limits of liability that would generally be maintained by similarly situated agencies, and workers compensation insurance as may be required by Washington State statutes.
9. NO EMPLOYMENT RELATIONSHIP. With regard to Fair programming or activities which occur pursuant to this Agreement, the City is an independent Contractor, and neither it nor its officers, agents, employees, or subcontractors are employees of the County for any purpose. The City shall be responsible for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to a County employee under state or local law. With regard to the Fair, the County assumes no responsibility for the payment of any compensation, wages, benefits, or taxes by, or on behalf of the City, its employees, subcontractors and/or others by reason of this Agreement. The City shall protect, indemnify, and save harmless the King County, its officers, agents, and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from the Fair in connection with or support of the performance of this Agreement.
10. INDEMNIFICATION AND HOLD HARMLESS; RELEASE AND WAIVER. The City and County agree to defend, indemnify and hold harmless each other, their respective officials, agents and employees, from and against any and all claims, damages, injuries, liabilities, actions, fines, penalties, costs and expenses (including reasonable attorney fees) that arise out of or are related to the negligent acts or omissions of the indemnifying party (and its officials, agents, employees acting within the course and scope of their employment), the performance of said party's obligations under this Agreement or the exercise of a party's rights and privileges under this Agreement. In the event any such liability arises from the concurrent negligence of the indemnifying party and the other party, the indemnity obligation of this Section shall apply only to the extent of the negligence of the indemnifying party and its actors.

The foregoing provisions specifically and expressly intend to constitute a waiver of each party's immunity under industrial insurance, Title 51 RCW, as respects the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitor's employees. This waiver has been mutually negotiated.

11. ENTIRE AGREEMENT. This Agreement and any and all attachments expressly incorporated herein by reference and attached hereto shall constitute the whole agreement between the County and the City. It replaces all other negotiations and agreements. There are no terms, obligations, allowances, covenants, or conditions other than those contained herein.
12. WAIVER. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such through written approval by the Parties, which shall be attached to the original Agreement.
13. POLICE POWERS. Nothing contained in this Agreement shall be considered to diminish the governmental or police powers of the County or the City.
14. IMPOSSIBILITY. The performance of this Agreement by either party is subject to acts of God, war, government regulation or advisory, disasters, fire, accidents or other casualty, strikes or threat of strikes, civil disorder, acts and/or threats of terrorism, or curtailment of transportation services or facilities, cost or availability of power, or similar causes beyond the control of either party making it illegal, impossible or impracticable to hold, reschedule or relocate the Fair as set forth. Either party may terminate or suspend its obligations under this Agreement if such obligations are prevented by any of the above events to the extent such events are beyond the reasonable control of the party whose reasonable performance is prevented.
15. NO PARTNERSHIP. Nothing contained herein shall make, or be deemed to make, the County and City a partner of one another, and this Agreement shall not be construed as creating a partnership or joint venture.
16. SINGULAR AND PLURAL. Wherever the context shall so require, the singular shall include the plural and plural shall include the singular.
17. HEADINGS NOT PART OF AGREEMENT. The headings in this Agreement are for convenience only and shall not be deemed to expand, limit, or otherwise affect the substantive terms of this Agreement.
18. GOVERNING LAW. This Agreement is made under and shall be governed by the laws of the State of Washington.
19. JURISDICTION AND VENUE. King County Superior Court shall have jurisdiction over any litigation arising under this Agreement, and the venue for any such litigation shall be the King County Superior Court in Seattle, Washington.

20. AMENDMENT. This Agreement may be modified or amended only by a duly authorized and executed written amendment.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the last date set forth below.

KING COUNTY

CITY OF ENUMCLAW

Kevin R. Brown, Director
Parks and Recreation Division
Dept. of Natural Resources

Chris Searcy, City Administrator

Date

Date