

**FACILITY USE AGREEMENT BETWEEN
KITTTITAS COUNTY AND THE CITY OF TOPPENISH**

This agreement ("Agreement") is entered into as of this ____ day of _____, 2025 between Kittitas County ("County"), a Washington State Municipal Corporation, and the City of Toppenish ("City"), a Washington State Municipal Corporation, referred to collectively herein as the "Parties".

RECITALS

1. The County owns certain real property at its airport, Bowers Field, that may be suitable for certain law enforcement training exercises; specifically, Parcel No. 961148, Bowers Field, the western 1,600 feet of closed runway 7-25 and closed taxiway.
2. The City has the need to engage in certain law enforcement training exercises; specifically, Vehicle Interdiction Techniques ("VIT") training. Such training exercises will consist of Toppenish Police Department ("YPD") officers driving patrol vehicles at speeds under 50 miles per hour. The VIT training will primarily consist of Pursuit Immobilization Technique ("PIT") training exercises, which involves officers, under the supervision of YPD instructors, matching patrol vehicle speeds with other patrol vehicles, touching the patrol vehicles together with specially constructed bumpers, utilizing the proper techniques to spin the vehicle, and follow through after the spin is accomplished. A YPD instructor will be inside each trainee's vehicle at all times during training exercises.
3. The City will not deviate from standard training exercises and protocol.
4. The County does not warrant that the property is fit for the purposes contemplated. The City is responsible for examining the property before each use and making the determination that it meets its needs and intended use.

AGREEMENT

1. **Property Use.** The County will allow the City to use County facilities as described in the above Recitals, for the purposes of VIT training for its law enforcement officers as described above. There will be no live fire utilized during any training exercises conducted hereunder. The Parties agree that the City's facility usage rights are non-exclusive and limited to specified areas available for training exercises as authorized by the Airport Manager. The City has no right to use other portions of Bowers Field or other County owned property.
2. **Security and Access.** The western portion of closed runway 7-25 will have cones placed across, by the City, to designate the area to be used for VIT training. The County will submit necessary NOTAMs providing information to airport users.
 - 2.1. The City will monitor gate access for the area(s) being used by the City to ensure no unauthorized entry during VIT training. After each instance of VIT training under this Agreement, City shall conduct a walk-through of the area used, to clean up any debris on

runway and taxiway after use. If any use of the area by the City is during high fire danger, as determined by the County, City will provide for a standby, staffed water truck. City must maintain sufficient distance from active runways and taxiway so as to not interfere with flight operations.

3. **Term.** This Agreement will be effective for two years from the date of execution, at which time it will automatically terminate, unless renewed by the Parties in writing.
 - 3.1. This Agreement is intended to provide the City with intermittent access to the portion of Bowers Field described above, for specified training exercises, subject to the following conditions: the City must request and reserve access to Bowers Field 30 days in advance; access to Bowers Field is contingent upon availability; access to Bowers Field is granted at the sole discretion of the County; and County may need to revoke previously-granted access if urgent circumstances require. However, the City and County will work collaboratively to resolve any scheduling issues, including finding alternative dates.
 - 3.2. Should the City need to cancel its reservation, it must provide notice of cancellation 7 days in advance.
4. **Early Termination.** County may terminate this Agreement at any time it finds it necessary do so within its sole discretion. City may terminate this Agreement for any reason with 7 days' notice.
5. **Consideration.** City will pay a fee of \$500 for each instance of facility usage under this Agreement. County reserves the right, in its sole discretion, to increase this fee during the term of this Agreement if the County determines that increased compensation is required to facilitate the Agreement. The County shall notify the City in advance, in writing, of any such fee increases, and any such notices will be incorporated into and considered a part of this Agreement. If the City does not agree to any such fee increases, the City may terminate this Agreement as provided herein.
6. **Indemnification/Hold Harmless.** To the fullest extent permitted by law, the City agrees to indemnify, defend and hold the County, and its departments, 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, for any damage to or destruction of any property (including the loss of use resulting therefrom), and for any other claims, damages, losses, and expenses sustained by the County, which (1) are caused in whole or in part by any act or omission, negligent or otherwise, of the City, its employees, agents or volunteers or the City's subcontractors and/or their employees, agents or volunteers; or (2) are directly or indirectly arising out of, resulting from, or otherwise connected with the performance of this Agreement; or (3) are based upon the City's or its subcontractors' use of, presence upon or proximity to the property of the County. This indemnification obligation of the City shall not apply in the limited circumstance where the claim, damage, loss or expense is caused by the sole negligence of the County. This indemnification obligation of the City 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, and the City hereby expressly waives any immunity afforded by such acts. The foregoing indemnification obligations of the City are a material inducement to the County to enter into this Agreement, are reflected in the level of usage fees charged, and have been mutually negotiated by the Parties. The County reserves the right, but not the obligation, to participate in the defense of any claim for damages, losses or expenses, and such participation shall not constitute a waiver of the City's indemnity obligations contained in any section of this Agreement.

7. Insurance.

7.1. The County shall maintain a comprehensive general liability policy, including coverage for personal injury (including death) and property damage (including all real and personal property located at Bowers Field), sufficient to cover its liability obligations, and those of its officials, officers, employees, and agents, under this Agreement. The limit of liability should not be less than one million dollars (\$1,000,000.00) for each occurrence and two million dollars (\$2,000,000.00) in the aggregate. Participation in a self-insured governmental risk pool will satisfy the County's insurance requirements herein.

7.2. The City shall maintain a comprehensive general liability policy, including coverage for personal injury (including death) and property damage, with minimum coverage limits of five million dollars (\$5,000,000.00) per occurrence and ten million dollars (\$10,000,000.00) in the general aggregate. The City shall also maintain Automobile Liability coverage with a combined single limit of five million dollars (\$5,000,000.00), each accident; Workers' Compensation coverage as required by law; Employers' Liability coverage with a minimum limit of two million dollars (\$2,000,000.00) each accident; Crime/Fidelity coverage with a minimum limit of two million dollars (\$2,000,000.00); and 2nd and 3rd layers of Excess Liability coverage, each with minimum limits of five million dollars (\$5,000,000.00) per occurrence and ten million dollars (\$10,000,000.00) in the aggregate. The City shall maintain the insurance described in this paragraph 7.2 for the duration of the Agreement term. The City shall also provide to the County annual updated certificates of insurance evidencing the required coverage. The County must have the City's current evidence of coverage on file prior to each instance of facility usage under this Agreement. The City's insurance policy(ies) shall apply on a primary, non-contributing basis. The City's insurance policy(ies) as required under this Agreement, except for Workers' Compensation, shall be endorsed to name Kittitas County and its officials, employees, and agents as additional insureds.

8. Miscellaneous.

8.1. Benefits. This Agreement is entered into for the benefit of the Parties to this Agreement only and shall confer no benefits, direct or implied, on any third persons.

8.2. Assignment. City shall not assign its rights under this Agreement.

8.3. Entire Agreement/Modification. This Agreement represents the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior negotiations or

discussions with respect thereto. This Agreement may be amended or modified by written instrument signed by the Parties.

8.4. Notice. All communications regarding this Agreement shall be sent to the receiving Party's regular business address unless otherwise notified in writing by the receiving Party. Any written notice hereunder shall become effective upon personal service or three (3) business days after the date of mailing by first class or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

8.5. Governing Law. This Agreement shall be governed by the laws of the State of Washington.

8.6. Venue. In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the Superior Court of the State of Washington in and for the County of Kittitas.

City of Toppenish

Kittitas County

By: _____

By: _____

(((name)))
City Manager

Josh Fredrickson
Airport Manager

DATE: _____

DATE: _____