

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

**RESOLUTION  
NO. 2024-083**

**AUTHORIZING CHAIR SIGNATURE ON AN INTERLOCAL AGREEMENT  
BETWEEN CITY OF ELLENSBURG AND KITTITAS COUNTY FLOOD CONTROL  
ZONE DISTRICT**

**WHEREAS:** The Interlocal Cooperation Act, as amended, and codified in Chapter 39.34 of the Revised Code of Washington (“RCW”), provides for public agencies to enter into agreements for joint or cooperative action authorized under that chapter; and

**WHEREAS:** Kittitas County established a County-Wide Flood Control Zone District (District) pursuant to Chapter 86.15 RCW for the purpose of addressing flood management needs within county; and

**WHEREAS:** RCW 86.15.080(8) provides for flood control zone districts to enter into cooperative agreements with any political subdivision; and

**WHEREAS:** The City of Ellensburg is undertaking the Shorelands Competitive Planning Flood Assistance project, funded by the Department of Ecology Flood Control Account Assistance Program (“FCAAP”) to provide updated stormwater mapping within the City’s Urban Growth Area (“UGA”); and

**WHEREAS:** The City of Ellensburg FCAAP project will improve information available about flood risk from Whiskey and Mercer Creeks in the city and identify effective mitigation actions; and

**WHEREAS:** The FCAAP grant requires a 25% grant match in the amount of \$100,000 during the grant period (July 1, 2023-June 30, 2025), which can be provided through in-kind services valued at an equivalent amount, and the City has requested this match be provided by the District; and

**WHEREAS:** The District will participate in the City’s project for the purposes of coordinating this effort with District-led floodplain mapping and flood-risk reduction projects; and

**WHEREAS:** The District will document the \$100,000 in matching in-kind services contributed by District staff time and hydraulic and hydrologic professional services provided by the District’s on-call consultant Watershed Sciences and Engineering;


**NOW THEREFORE, BE IT RESOLVED** The Board of County Commissioners of Kittitas County, Washington, in the best interest of the public, does hereby authorize Chair signature on the Interlocal Agreement between the City of Ellensburg and Kittitas County Flood Control Zone District.

DATED this 7<sup>th</sup> day of May 2024, at Ellensburg, Washington.

BOARD OF COUNTY COMMISSIONERS  
KITITITAS COUNTY, WASHINGTON

**ABSENT**


\_\_\_\_\_  
Brett Wachsmith, Chairman

  
\_\_\_\_\_  
Laura Osiadacz, Vice-Chairman



☒ Clerk of the Board- Julie Kjorsvik

☐ Deputy Clerk of the Board- Mandy Buchholz

  
\_\_\_\_\_

  
\_\_\_\_\_  
Cory Wright, Commissioner

## **INTERLOCAL AGREEMENT BETWEEN KITTITAS COUNTY FLOOD CONTROL ZONE DISTRICT AND CITY OF ELLENSBURG FOR GRANT MATCH**

This Interlocal Agreement is made and entered into this 6<sup>th</sup> day of May, 2024, by and between the City of Ellensburg (hereinafter the “City”) and Kittitas County through the Kittitas County Flood Control Zone District (hereinafter the “District”) for the purpose of establishing the District’s commitment to provide in-kind services for grant matching requirements.

### **RECITALS**

**WHEREAS**, the Interlocal Cooperation Act, as amended, and codified in Chapter 39.34 of the Revised Code of Washington (“RCW”), provides for public agencies to enter into agreements for joint or cooperative action authorized under that chapter; and

**WHEREAS**, Kittitas County established a County-Wide Flood Control Zone District (District) pursuant to chapter 86.15 RCW for the purpose of addressing flood management needs within county; and

**WHEREAS**, RCW 86.15.080(8) provides for flood control zone districts to enter into cooperative agreements with any political subdivision; and

**WHEREAS**, the City of Ellensburg is undertaking the Shorelands Competitive Planning Flood Assistance project, funded by the Department of Ecology Flood Control Account Assistance Program (“FCAAP”) to provide updated stormwater mapping within the City’s Urban Growth Area (“UGA”); and

**WHEREAS**, the City of Ellensburg FCAAP project will improve information available about flood risk from Whiskey and Mercer Creeks in the city and identify effective mitigation actions, and

**WHEREAS**, the FCAAP grant requires a 25% grant match in the amount of \$100,000 during the grant period (July 1, 2023-June 30, 2025), which can be provided through in-kind services valued at an equivalent amount, and the City has requested this match be provided by the District; and

**WHEREAS**, the District will participate in the City’s project for the purposes of coordinating this effort with District-led floodplain mapping and flood-risk reduction projects; and

**WHEREAS**, the District will document the \$100,000 in matching in-kind services contributed by District staff time and hydraulic and hydrologic professional services provided by the District’s on-call consultant Watershed Sciences and Engineering;

**NOW, THEREFORE**, it is hereby agreed as follows:

## TERMS

1. **Legal Basis.** This Agreement is entered into pursuant to Chapter 39.34 (the Interlocal Cooperation Act) and Chapter 86.15 RCW (Flood Control Zone Districts).
2. **Purpose.** The purpose of this agreement is to document the value of District services to meet the matching requirement for the Shorelands FCAAP Competitive Planning Grant Funding Agreement (SEAFCAAC-2325-EllePW-00033). The City will model the public storm system along with areas within the Urban Growth Area. Combining both the City and County models will help more accurately map both the rural and urban environments.
3. **Term of Agreement.** The term of this Agreement shall be from its effective date through June 30, 2025, or as otherwise agreed to by the parties as provided in Section 13 or unless terminated as provided in Section 15.
4. **Match Documentation Procedure.** The County will provide the City with quarterly reports documenting all match-eligible expenses. Quarterly reports will be submitted by electronic mail to the City's Grant Administrator identified in Section 5, below.
5. **Contract Management.** The Agreement administrator for each of the parties shall be responsible for and shall be the contact person for all communications and match documentation regarding the performance of this Agreement.  
  
The Agreement administrator for the City of Ellensburg is: Jon Morrow, City of Ellensburg, 501 N Anderson St, Ellensburg, WA 98926. Telephone: 509-952-8619.  
  
The Agreement administrator for the District is: Arden Thomas, Kittitas County, 411 North Ruby, Suite 1, Ellensburg, WA 98926. Telephone: 509-962-7523.
6. **Maintenance of Records.** Each party hereto agrees to maintain books, records and documents using accounting procedures which accurately reflect all direct and indirect costs related to the performance of services described herein. Each party may examine the other party's books and records to verify the accuracy of invoices. Each party's fiscal management system shall include the capability to provide accurate and complete disclosure of all costs invoiced under this Agreement. All books, records, documents and other materials relevant to this agreement will be retained for six years after expiration of the Agreement, and the Office of the State Auditor and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

7. **Indemnification.** Each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions, or those of its officers, agents or employees to the fullest extent provided by law, and further agrees to save, indemnify, defend and hold harmless the other party from any and all such liability arising out of the performance of this Agreement. In the case of negligence of more than one party, any damages allowed shall be levied in proportion to the percentage of the negligence attributable to each party. This indemnification paragraph shall survive the termination of this Agreement.

8. **Assignment.** This Agreement cannot be assigned, transferred or any portion subcontracted by either party hereto without the prior written consent of the other party, which consent shall not be unreasonably withheld.

9. **Future Support.** Neither party to this Agreement makes any commitment to future support and assumes no obligation for future support of any activity contracted for herein, except as may be expressly set forth in this Agreement.

10. **Compliance with Laws.** Each party hereto, in its performance of this Agreement, agrees to comply with all applicable local, State, and Federal laws and ordinances.

11. **Relationship of the Parties.** In the performance of the work herein contemplated, the party performing the work is an independent contractor with the authority to control and direct the performance of the details of the work; however, the work contemplated herein shall be subject to the general rights of inspection and review of the party requesting the work be done, to secure the satisfactory completion thereof.

12. **Jurisdiction.** Any legal dispute between the parties to this Agreement 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.

13. **Modification.** The provisions of this Agreement may be modified or amended only by written mutual written agreement of the parties, executed by personnel authorized to bind each of the parties.

14. **Waiver.** A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

15. **Termination.** This Agreement shall remain in full force and effect until terminated on June 30, 2025; by mutual written agreement of the parties; or by written notice of termination given by one party to the other at least thirty (30) days prior to the date of such termination.

16. **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.

17. **Severability.** If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.


18. **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 Revised Code of Washington 39.34.040.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

CITY OF ELLENSBURG

  
Heidi Behrends Cerniwey, City Manager

Attest:

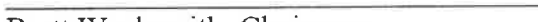
  
City Clerk


Approved as to form:


  
City Attorney

KITTITAS COUNTY BOARD OF  
COUNTY COMMISSIONERS

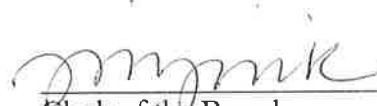
**ABSENT**

  
Brett Wachsmith, Chairman


  
Laura Osiadacz, Vice-Chairman

  
Cory Wright, Commissioner

Attest:

  
Clerk of the Board

Approved as to form:

  
Deputy Prosecuting Attorney

