

BOARD OF COUNTY COMMISSIONERS  
COUNTY OF KITTITAS  
STATE OF WASHINGTON

RESOLUTION NO. 2025-127

**A RESOLUTION AUTHORIZING EXECUTION OF AN INTERAGENCY AGREEMENT  
BETWEEN KITTITAS COUNTY SHERIFF'S OFFICE AND THE CITY OF CLE ELUM**

WHEREAS, RCW 39.34, the Interlocal Cooperation Act, provides the capability for public agencies to cooperate by providing services and facilities for mutual advantage.

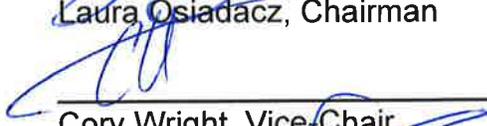
WHEREAS, The Kittitas County Fire Marshall would provide Fire Investigation related services to the City of Cle Elum's Fire Department. The City of Cle Elum's Fire Department will reimburse Kittitas County for the actual time spent providing Fire Investigation services at the rates specified in the agreement.

NOW, THEREFORE, BE IT HEREBY RESOLVED AND IT IS HEREBY ORDERED, that the Board of County Commissioners of Kittitas County, Washington authorizes the execution of the Interagency Agreement between Kittitas County Sheriff's Office and The City of Cle Elum that is attached hereto, and incorporated herein by this reference, and which shall be forthwith filed with the Kittitas County Auditor pursuant to RCW 39.34.040.

ADOPTED this 17<sup>th</sup> day of June 2025.

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

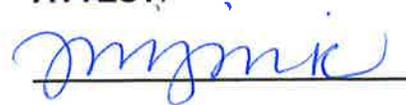
  
\_\_\_\_\_  
Laura Osiadacz, Chairman

  
\_\_\_\_\_  
Cory Wright, Vice-Chair

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



ATTEST:

  
\_\_\_\_\_

- Clerk of the Board- Julie Kjorsvik  
 Deputy Clerk of the Board- Mandy Buchholz

RESOLUTION

**INTERLOCAL AGREEMENT BETWEEN  
KITTTAS COUNTY AND THE CITY OF CLE ELUM FOR  
FIRE INVESTIGATION SERVICES**

This agreement (hereinafter the "Agreement") is entered into by and between Kittitas County, a municipal corporation of the State of Washington, (hereinafter the "County"), and the City of Cle Elum (hereinafter the "City"), for services to support the Cle Elum Fire Department, (hereinafter "CEFD").

**WHEREAS**, Chapter 39.34 of the Revised Code of Washington (RCW), the Interlocal Cooperation Act, allows governmental agencies to enter into agreements that provide for the efficient use of their powers and to cooperate with each other in providing services; and

**WHEREAS**, the CEFD needs support conducting Fire Investigation related services; and

**WHEREAS**, the County has the institutional capacity and the employees with the expertise to provide such support; and

**WHEREAS**, the County and the City find it desirable and in the best interests of each party to enter into this Agreement;

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**NOW, THEREFORE**, the County and the City hereby agree as follows:

1. Purpose. The purpose of this Agreement is to authorize the County to provide fire investigation related services for CEFD.
2. Scope of Work.
  - 2.1 The County will provide fire investigation services as requested, subject to availability of its personnel and resources. These services will be performed by the County's Fire Marshal, or Deputy Fire Marshal, depending on which one is on call. The fire investigation services anticipated to be provided under this Agreement will include, without limitation, services relating to determining the origins and/or causes of specified fires and/or explosions in compliance with fire investigation standards per RCW 43.44.
  - 2.2 The County will only provide the listed services when requested to do so by the Chief of Cle Elum Fire Department or Chief of Police of Cle Elum, or their designee.
3. Duration. The term of this Agreement shall run for five (5) years, from June 1, 2025, through May 31, 2030, unless terminated early or extended as provided herein.

4. Termination. This Agreement may be terminated early by either the City or the County, without penalty, with thirty (30) days' written notice, or a shorter period if both sides agree.
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 billings regarding the performance of this Agreement.

The Agreement administrator for the County is: Darren Higashiyama, Chief Deputy, Kittitas County Sheriff's Office, 307 W. Umptanum Rd, Ellensburg, WA 98926.  
Telephone: 509-933-8206.

The Agreement administrator for the City is: Ed Mills, Fire Chief, 301 N. Pennsylvania Ave, Cle Elum, WA 98922. Telephone: 509-674-1748.

6. Payment. The City will reimburse the County for mileage and for the actual time spent providing services listed in Section 2 of this Agreement as follows:

In the first year of this Agreement, the hourly rates of reimbursement shall be:

- \$70.50 per hour for services covered under item 2.1 by Fire Marshal;
- \$50.27 per hour for services covered under item 2.1 by Deputy Fire Marshal.

From time to time after the first year of the Agreement, but no more often than semiannually, the County may update its hourly rates of reimbursement by written notice to the City. Such written notices shall be considered incorporated into and made fully a part of this Agreement, and must be provided to the City at least thirty (30) days prior to taking effect.

Throughout the term of this Agreement, mileage of County Staff vehicles will be tracked and billed according to Washington Fire Chiefs Rates for Command Vehicles.

- ~~7. Billing Procedure. The County shall submit invoices on a monthly basis for services provided. Invoices are to be sent to: CEFD, 301 N. Pennsylvania Ave, Cle Elum, WA 98922. Payment to the County for approved and completed work will be made within 30 days of receipt of the invoice. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.~~

8. Force Majeure. Neither party will be liable to the other for any failure or delay in performance under this Agreement due to circumstances beyond its reasonable control, including acts of nature, acts of war, accident, labor disruption, acts, omissions or defaults of third parties, and official, governmental or judicial action not the fault of the party failing or delaying in performance.
9. 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 or other persons authorized by law 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.

10. Hold Harmless and Indemnification. Each party shall hold harmless and indemnify the other party and its directors, officers, employees, agents and representatives against any and all loss, liability, damage, or expense, including any direct, indirect or consequential loss, liability, damage, or expense, but not including attorney's fees unless awarded by a court of competent jurisdiction, for injury or death to persons, including employees of either party, and damage to property, including property of either party, arising out of or in connection with its intentional, willful, wanton, reckless or negligent conduct. However, neither party shall be indemnified hereunder for any loss, liability, damage or expense resulting from its sole negligence or willful misconduct. Should the County be the indemnified party under this section, the County reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses or expenses and such participation shall not constitute a waiver of the City's indemnity obligations under this Agreement.

The waivers in this section have been mutually negotiated by the parties and this entire section shall survive the expiration or termination of this Agreement.

11. Warranty. Except as expressly stated herein, there are no express or implied warranties respecting this Agreement or the services provided.

- ~~12. 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.~~

13. Administration of Agreement. There shall be no separate legal entity created by the Agreement. This Agreement shall be administered jointly by the County or designee and the C&FD or designee.

14. Property. The terms of this Agreement do not contemplate the acquisition of any real or personal property. Unless otherwise specifically agreed by the parties in writing, all property, personal and real, utilized by the parties hereto in the execution of this Agreement shall remain the property of that party initially owning it.

15. 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.

16. Relationship of the Parties. No agent, employee or representative of the County shall be deemed to be an agent, employee or representative of the City for any purpose, and the employees of the County are not entitled to any of the benefits the City provides to its employees. No agent, employee or representative of the City shall be deemed to be an agent, employee or representative of the County for any purpose, and the employees of the City are not entitled to any of the benefits the County provides to county employees.
17. Disputes. In the event that a dispute arises under this Agreement, it shall be determined by a majority vote of a three-member Dispute Resolution Board comprised of one representative chosen by each of the parties hereto and a third chosen by the two selected parties. If said determination is not acceptable to the parties, the parties are entitled to utilize whatever remedies to which they may be entitled at law or in equity.
18. 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.
19. Modification. The provisions of this Agreement may be modified or amended only by mutual written agreement of the parties, executed by personnel authorized to bind each of the parties.
20. 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.
21. 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, nor is it enforceable by, any third parties.
22. 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.
23. Filing. This Agreement shall be filed or posted online as required by RCW 39.34.040.

LESSOR:

LESSEE:

KITTITAS COUNTY SHERIFF

Clay Myers 5-22-25  
Clayton Myers, Sheriff Date

CITY OF CLE ELUM

BOARD OF COUNTY COMMISSIONERS  
Kittitas County, Washington

Ed Mills 6-10-2025  
Ed Mills, Fire Chief Date

[Signature]  
Laura Ostadacz, Chair

[Signature] 6/11/2025  
Matthew Lundh, Mayor Date

[Signature]  
Cory Wright, Vice-Chairman

[Signature]  
Brett Wachsmith, Commissioner

ATTEST:

ATTEST:

[Signature]  
District Secretary  
Date: 6-10-25

[Signature]  
 Julie Kjorsvik, Clerk of the Board  
 Mandy Buchholz, Deputy Clerk II  
Date: 6/17/25

