

BOARD OF COUNTY COMMISSIONERS
COUNTY OF KITTITAS
STATE OF WASHINGTON

RESOLUTION NO. 2025 197

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

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 Sheriff's Office would provide Law Enforcement services as needed to the City of Kittitas, and the City of Kittitas will reimburse the Kittitas County Sheriff's Office for the actual time spent providing Law Enforcement 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 Interlocal Agreement between Kittitas County Sheriff's Office and the City of Kittitas 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 21st day of October 2025.

BOARD OF COUNTY COMMISSIONERS
KITTITAS COUNTY, WASHINGTON



Laura Ostadacz, Chairman



Cory Wright, Vice-Chair



Brett Wachsmith, Commissioner



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

INTERLOCAL AGREEMENT

BETWEEN

CITY OF KITTITAS

AND

KITTITAS COUNTY SHERIFF'S OFFICE

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into as of the last date of signature below, by and between the City of Kittitas ("City"), a municipal corporation, and the Kittitas County Sheriff's Office ("KCSO"), a public law enforcement agency. The purpose of this Agreement is to memorialize the terms under which KCSO will provide as-needed law enforcement services to the City.

WHEREAS, the parties are public agencies as defined in the Interlocal Cooperation Act (Chapter 39.34 RCW), and they wish to enter into an agreement pursuant to the Interlocal Cooperation Act and the Mutual Aid Peace Officers Powers Act (Chapter 10.93 RCW); and

WHEREAS, the City maintains a law enforcement agency that is commonly referred to as the Kittitas Police Department ("KPD"); and

WHEREAS, KPD occasionally requires additional law enforcement support from KCSO within the City limits; and

WHEREAS, KCSO is willing to render such law enforcement services, in exchange for the City covering the costs of such services; and

WHEREAS, for the mutual benefit of the parties and to conserve public funds, it is convenient and economical for the City to utilize KCSO's law enforcement services under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Purpose. The purpose of this Agreement is for KCSO to provide as-needed law enforcement services to the City, and for the City to provide KCSO payment for such law enforcement services.

2. Administration.

2.1 No separate legal or administrative entity is created by this Agreement.

2.2 For the purposes of RCW 39.34.030(4)(a), the administrators of this Agreement shall be the individuals set forth below in section 2.3.

2.3 The following shall be the parties' authorized representatives and contact

persons for administration of this Agreement and any notices required by this Agreement shall be provided to:

To City: City of Kittitas
Attn: Chief David Hinchliff
207 N. Main St.
Kittitas, WA 98934

To KCSO: Kittitas County Sheriff's Office
Attn: Sheriff Clayton Myers
307 W. Umptanum Rd.
Ellensburg, Washington 98926

3. Duration and Termination.

3.1 This Agreement shall become effective upon full execution by the parties, and will be filed with the Kittitas County Auditor's Office or posted online as provided in RCW 39.34.040.

3.2 This Agreement shall remain in force until terminated by either party. Either party may terminate this Agreement at any time and for any reason with thirty (30) days' written notice to the other party.

4. Law Enforcement Services.

4.1 KCSO will provide law enforcement services for the City as requested by the City, subject to the availability of KCSO personnel and/or resources as determined on a case-by-case basis by the Sheriff or the Sheriff's designee.

4.2 Any incident reports drafted by a KCSO deputy for incidents responded to while performing services under this Agreement shall be filed and maintained by KCSO.

5. Financing, Budget and Expenses.

5.1 No separate budget or financing method is created by this Agreement.

5.2 Services provided by KCSO deputies under this Agreement shall be billed to the City at \$134/hour. Partial hours will be billed in 15-minute increments.

5.3 KCSO will invoice the City monthly, and payment therefor shall be due within 30 days of the date of invoice issuance.

6. Property.

6.1 The parties do not anticipate acquiring jointly owned personal or real property under this Agreement.

6.2 Any personal property of a party used in the performance of this Agreement in the possession of the other party shall be returned to the owner promptly upon completion of each requested task for which such property was utilized.

7. Maintenance and Audit of Records.

7.1 Each party shall maintain books, records, documents and other materials relevant to its performance under this Agreement for a minimum of six (6) years after the termination of the Agreement.

7.2 These records shall be subject to inspection, review and audit by either party, the Washington State Auditor's Office, or any other entity as required by law.

8. Legal Relations.

8.1 The parties agree that KCSO's relation to the City shall be at all times under this Agreement as an independent contractor. Employees of the KCSO are and will remain employees of KCSO while performing services under this Agreement.

8.2 The City agrees to defend, indemnify, and hold harmless the KCSO and its agents from and against claims, damages, losses, and expenses, including, but not limited to, attorney's fees and costs and expenses, arising out of or relating to the City's acts or omissions in its performance of this Agreement, except for injuries and damages caused by the acts or omissions of the KCSO or its agents or employees. It is further specifically and expressly understood that the indemnification obligation set forth herein constitutes the City's waiver of immunity under Title 51 RCW, solely for the purposes of fulfilling this indemnification obligation. **This waiver has been mutually negotiated by the parties.**

8.3 KCSO agrees to defend, indemnify, and hold harmless City and its agents from and against claims, damages, losses, and expenses, including, but not limited to, attorney's fees and costs and expenses, arising out of or resulting from its performance of this Agreement, except for injuries and damages caused by the acts or omissions of the City or its agents or employees. It is further specifically and expressly understood that the indemnification obligation set forth herein constitutes KCSO's waiver of immunity under Title 51 RCW, solely for the purposes of fulfilling this indemnification obligation. **This waiver has been mutually negotiated by the parties.**

8.4 The obligations stated in subsections 8.2 and 8.3, above, will survive termination of this Agreement for any reason.

9. Enforcement.

9.1 In the event a dispute arises regarding any matter addressed in or related to this Agreement, the parties agree that before taking any court action or seeking any other legal remedy, the parties' authorized contact persons listed in Section 2.3, or their authorized designees, will participate in a good faith in-person negotiation to resolve any such dispute.

9.2 If any legal action, arbitration or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, each party shall pay its own attorney's fees incurred in that action, arbitration or other proceeding.

9.3 The Kittitas County Superior Court shall be the sole and proper venue for

any and all court actions brought to enforce or interpret the provisions of this Agreement.

9.4 This Agreement shall be governed by the laws of the State of Washington.

10. Applicable Laws. The parties, in performance of the work under this Agreement, shall abide by all applicable local, state and federal laws, regulations, and requirements.

11. Interpretation.

11.1 This Agreement has been submitted to the scrutiny of the parties and their legal counsel, if desired, and it shall be given a fair and reasonable interpretation in accordance with its words, without consideration or weight given to its being drafted by any party or its legal counsel.

11.2 Nothing contained in this Agreement shall be interpreted or construed to permit the assignment by either party of any rights or obligations in this Agreement and such assignment is expressly prohibited without the prior written consent of the other party.

12. Waiver of Breach. The waiver by either party of the breach of any provision of this Agreement by the other party must be in writing and shall not operate or be construed as a waiver of any subsequent breach by such other party.

13. Recitals. The recitals in the preamble to this Agreement are incorporated by this reference and are a part of this Agreement.

14. Severability. In the event any term, provision, or condition of this Agreement or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other terms, provisions, conditions, or applications of this Agreement which shall be given effect without the invalid term, provision, condition, or application. To this end, the terms, provisions and conditions of this Agreement are declared severable.

15. Entire Agreement.

15.1 This Agreement contains all the terms and conditions agreed upon by and between the parties. 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. Any modification of this Agreement must be in writing and executed by both parties.

15.2 This Agreement may be executed simultaneously or in counterparts each of which shall be deemed an original, but all of which shall be identical and constitute one and the same agreement.

15.3 This Agreement shall be binding upon the parties, their successors and assigns.

IN WITNESS WHEREOF, the parties hereby have executed this Agreement on the dates below.

Dated this 21st day of October, 2025.

Kittitas Police Department



Signature

DAVID HINCHLIFF

David Hinchliff, Chief of Police

11/13/25

Date

Kittitas County Sheriff's Office

Signature



Clay Myers, Sheriff

10-15-20

Date

CITY OF KITTITAS

KITTITAS COUNTY, WASHINGTON
BOARD OF COUNTY COMMISSIONERS

Mayor Richard Hink
Signature

[Signature]
Laura Osadaez, Chair

Richard Hink
Printed Name

[Signature]
Cory Wright, Vice-Chairman

Mayor
Title

[Signature]
Brett Wachsmith, Commissioner

9-30-2025
Date signed



ATTEST:
[Signature]
 Julie Kjorsvik, Clerk of the Board
 Mandy Buchholz, Deputy Clerk II