

BOARD OF COUNTY COMMISSIONERS
COUNTY OF KITTITAS
STATE OF WASHINGTON

RESOLUTION No. 2025- 193

**AUTHORIZING THE BOARD OF COUNTY COMMISSIONERS SIGNATURE ON AN INTERLOCAL AGREEMENT
BETWEEN KITTITAS COUNTY, THE CITY OF ELLENSBURG, THE CITY OF KITTITAS, THE CITY OF CLE ELUM,
THE CITY OF ROSLYN, THE TOWN OF SOUTH CLE ELUM, AND CENTRAL WASHINGTON UNIVERSITY**

- 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,** RCW 82.14.370 authorizes rural counties to remit a portion of existing sales and use tax revenues to finance public facilities and personnel serving economic development purposes; and
- WHEREAS,** the Parties desire to establish a formalized partnership as a collaborative entity to implement the Kittitas County Economic Development Strategic Plan; and
- WHEREAS,** the Parties seek to define roles, responsibilities, and funding mechanisms of such a partnership under the oversight of the Kittitas County Conference of Governments (COG); and

NOW, THEREFORE, BE IT RESOLVED: That the Board of County Commissioners of Kittitas County, Washington, in the best interest of the public, does hereby authorize Board of County Commissioner signature on the Interlocal Agreement between Kittitas County, the City of Ellensburg, the City of Kittitas, the City of Cle Elum, the City of Roslyn, the Town of South Cle Elum and Central Washington University.

DATED this 21st day of October 2025, at Ellensburg, Washington.

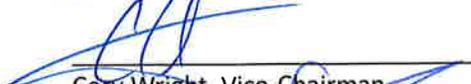


- Clerk of the Board – Julie Kjorsvik
 Deputy Clerk of the Board – Mandy Buchholz

BOARD OF COUNTY COMMISSIONERS
KITTITAS COUNTY, WASHINGTON



Laura Osiadacz, Chairman



Cory Wright, Vice-Chairman



Brett Wachsmith, Commissioner



**INTERLOCAL AGREEMENT BETWEEN KITTITAS COUNTY AND KITTITAS
COUNTY CONFERENCE OF GOVERNMENTS FOR THE KITTITAS COUNTY
ECONOMIC DEVELOPMENT PARTNERSHIP**

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW, by and among Kittitas County, the municipalities of Ellensburg, Kittitas, Cle Elum, South Cle Elum, and Roslyn, (collectively, the "Parties"), all located within Kittitas County, Washington.

WHEREAS, the Parties recognize the need for coordinated economic development to foster a vibrant, resilient, and diversified economy in Kittitas County; and

WHEREAS, RCW 39.34 authorizes public agencies to enter into interlocal agreements to jointly exercise powers and perform functions for the benefit of their communities; and

WHEREAS, RCW 82.14.370 authorizes rural counties to remit a portion of existing sales and use tax revenues to finance public facilities and personnel serving economic development purposes; and

WHEREAS, the Parties desire to establish a formalized partnership as a collaborative entity to implement the Kittitas County Economic Development Strategic Plan; and

WHEREAS, the Parties seek to define roles, responsibilities, and funding mechanisms of such a partnership under the oversight of the Kittitas County Conference of Governments (COG); and

WHEREAS, the Parties, and other economic development have signed a Memo of Understanding establishing the structure of the Kittitas County Economic Development Partnership (KCEDP).

NOW, THEREFORE, the Parties agree as follows:

1. PURPOSE: The purpose of this Agreement is to establish the governance, accountability, funding, and administration for the KCEDP and specifically formalizes the relationship between COG and Kittitas County with respect to the activities of KCEDP. A Memo of Understanding (MOU) including an organizational chart, outlining the structure of the KCEDP and intent of public, private, and nonprofit members to work collaboratively to implement the Kittitas County Economic Development Strategic Plan is attached as Exhibits A, B, and C and incorporated herein to the Agreement.

2. ROLES AND RESPONSIBILITIES: The KCEDP shall operate as a subordinate body under the direction and oversight of the COG, adhering to its policies and strategic guidance.

- Kittitas County COG shall appropriate resources annually to KCEDP, subject to approval by the Kittitas County Board of County Commissioners. Appropriations shall be based on requests from the KCEDP membership and aligned with the mission, vision, values and strategic objectives of this agreement. Additional requests for funding outside of the annual appropriations process may be made by the KCEDP through COG and approved at the discretion of Kittitas County.
- The COG shall ensure that all funds are used in accordance with RCW 82.14.370 and the mission of the KCEDP. Contracts shall be used to support all COG appropriations to the KCEDP. The terms of the contracts will outline necessary reporting and reimbursement requirements for use of the funds.

4. TERM AND TERMINATION:

4.1 Term: This Agreement shall take effect upon execution by all Parties and shall remain in effect until terminated as provided below. Following termination, the Parties are mutually responsible for fulfilling any outstanding obligations under this Agreement incurred prior to the effective date of the amendment or termination.

4.2 Termination:

- By Mutual Agreement: The Parties may terminate this Agreement by unanimous written consent.
- By Individual Party: Any Party may withdraw from this Agreement with six (6) months' written notice to the other Parties.
- By COG: The COG may dissolve the KCEDP if it determines that the Partnership is no longer fulfilling its mission or is financially unsustainable, subject to consultation with the Parties.

4.3 Disposition of Assets: Upon termination or dissolution, any remaining KCEDP assets, including funds, shall be returned to the COG. If other entities have contributed funds and there is a balance remaining beyond what was contributed by the COG, then the other contributing entities shall be remitted the remaining funds in proportion to their contributions or as otherwise agreed, in compliance with RCW 82.14.370 and other applicable laws.

5. INDEMNIFICATION AND LIABILITY: Each Party shall indemnify and hold harmless the other Parties, their officers, employees, and agents from any claims, damages, or liabilities arising from the Party's actions or omissions under this Agreement, except to the extent caused by the negligence or willful misconduct of another Party.

6. DISPUTE RESOLUTION: In the event of a dispute arising under this Agreement, the Parties shall first attempt to resolve the matter through informal negotiation. If unresolved, the dispute shall be submitted to non-binding mediation, with costs shared

equally among the Parties. If mediation fails, the dispute may be resolved through legal proceedings in Kittitas County Superior Court.

7. MISCELLANEOUS:

7.1 Amendments: This Agreement may be amended by written consent of all Parties, subject to approval by their respective governing bodies.

7.2 Severability: If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

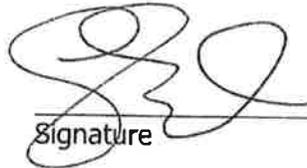
7.3 Governing Law: This Agreement shall be governed by the laws of the State of Washington.

7.4 Entire Agreement: This Agreement constitutes the entire understanding among the Parties.

This agreement is entered into as of (effective date)

Kittitas County

Laura Osiadacz
Printed Name


Signature

10/21/25
Date

City of Ellensburg

Rich Elliot
Printed Name


Signature

11/3/25
Date

City of Cle Elum

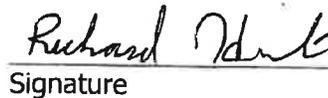
Matthew Lundh
Printed Name


Signature

11/10/25
Date

City of Kittitas

Richard Hink
Printed Name


Signature

11/12/25
Date

Town of South Cle Elum

JAMES L. DeVERE
Printed Name

[Signature]
Signature

11/17/2025
Date

City of Roslyn

JEFF ADAMS
Printed Name

[Signature]
Signature

11/25/25
Date

Exhibits A, B, and C: Kittitas County Economic Development Partnership Memo of Understanding

- D. Accountability: Operate under the oversight of the COG, adhering to its strategic guidance.

4.3 Membership: The Action Committee will consist of “doers” tasked with implementing the recommendations of the Plan. The Advisory Group(s) will consist of stakeholders from businesses, nonprofits, government, and educational institutions.

- A. The Action Committee shall consist of the following membership seats. Membership seats within the Action Committee may be created or removed at the discretion of the COG.
 - i. Kittitas County Chamber of Commerce: One representative.
 - ii. Ellensburg Downtown Association: One representative.
 - iii. Cle Elum Downtown Association: One representative.
 - iv. Roslyn Downtown Association: One representative.
 - v. Central Washington University: One representative.
 - vi. Municipal Representatives: One representative from each of the following municipalities:
 - a. City of Ellensburg
 - b. City of Kittitas
 - c. City of Cle Elum
 - d. Town of South Cle Elum
 - e. City of Roslyn
 - f. Kittitas County
- B. The Advisory Group(s) are ad hoc committee(s) established at the request of the Action Committee (and future Executive Director) for the purpose of leveraging stakeholder expertise in advancing the implementation of the Plan.

4.4 Membership Requirements and Responsibilities

- A. Qualifications: Individual Action Committee members shall be appointed by their respective municipalities or community organizations. Those appointed should possess expertise in economic development, business, community planning, and/or related fields.
- B. Meetings: The KCEDP shall meet at least quarterly, with additional meetings as needed, to review progress, plan activities, and provide recommendations to the COG.

