

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

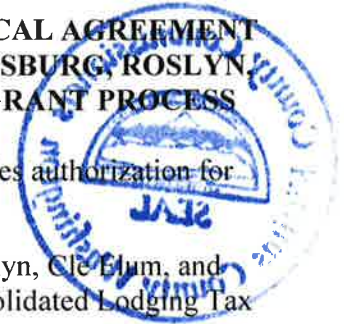
**RESOLUTION
NO. 2025 - 242**

**RESOLUTION TO AUTHORIZE AMENDMENT TO INTERLOCAL AGREEMENT
BETWEEN KITTITAS COUNTY AND THE CITIES OF ELLENSBURG, ROSLYN,
AND CLE ELUM FOR A CONSOLIDATED LODGING TAX GRANT PROCESS**

- WHEREAS**, Chapter 39.34 RCW, the Interlocal Cooperation Act, provides authorization for public agencies to cooperate for mutual advantage; and
- WHEREAS**, On February 4, 2014, the municipalities of Ellensburg, Roslyn, Cle Elum, and Kittitas County entered an Interlocal Agreement for a Consolidated Lodging Tax Grant Process (the "Agreement") as attached hereto; and
- WHEREAS**, The Agreement was amended in 2018 as attached hereto; and
- WHEREAS**, The County, and the cities of Ellensburg, Roslyn, and Cle Elum intend to amend the Agreement, to incorporate the 2018, and proposed 2025 amendments into a single document for clarity and ease of reference; and
- WHEREAS**, The terms and conditions of are detailed in the attached amended Agreement; and
- WHEREAS**, The amended Agreement has been reviewed by legal representatives of the County, and the cities of Ellensburg, Roslyn, and Cle Elum; and
- WHEREAS**, The amended Agreement approved by the City of Ellensburg contains minor, non-substantive changes compared to the Amendment approved by the Board of County Commissioners on November 18, 2025; and
- WHEREAS**, The Board of County Commissioners find that it is in the best interest of the County to sign an updated Amendment that is aligned with the verbiage signed by the other municipalities.

NOW THEREFORE, BE IT RESOLVED,

That the Board of County Commissioners of Kittitas County, Washington, authorizes execution of the Amendment to the Interlocal Agreement Between Kittitas County, and the cities of Ellensburg, Roslyn, and Cle Elum for a Consolidated Lodging Tax Grant Process.



DATED this 2nd day of December, 2025, at Ellensburg, Washington.

BOARD OF COUNTY COMMISSIONERS
KITITAS COUNTY, WASHINGTON



[Signature]
Chair

[Signature]
Vice-Chair

[Signature]
Commissioner

ATTEST:

[Signature]

- Clerk of the Board
- Deputy Clerk of the Board

RESOLUTION 26-003

A RESOLUTION AMENDING THE INTERLOCAL AGREEMENT FOR CONSOLIDATED LODGING TAX GRANT PROCESS


WHEREAS: Kittitas County, and the cities of Ellensburg, Roslyn, and Cle Elum entered into an Interlocal Agreement for a Consolidated Lodging Tax Grant Process in February of 2014; and

WHEREAS: November 18, 2025 the Board of County Commissioners approved non-substantive changes from the City of Ellensburg by Resolution 2025-242; and

WHEREAS: The Board of County Commissioners find it is in the best interest for all parties: County, Cities of Ellensburg, Roslyn and Cle Elum to sign an updated Amendment that is aligned with the verbiage signed by other municipalities.

NOW, THEREFORE BE IT RESOLVED: Mayor of Roslyn, Jeff Adams authorized to sign the amended agreement with the Board of County Commissioners of Kittitas County, and cities of Ellensburg, Roslyn, and Cle Elum for a Consolidated Lodging Tax Grant Process.

ADOPTED this 13th day of JANUARY 2026.



Mayor Jeff Adams

Attest:


Clerk Brandi Taklo

AMENDMENT TO AN INTERLOCAL AGREEMENT BETWEEN KITTITAS COUNTY
AND THE CITIES OF ELLENSBURG, ROSLYN, AND CLE ELUM FOR A
CONSOLIDATED LODGING TAX GRANT PROCESS

This Agreement is made and entered into this 15th day of November, 2025, by and between the cities of Ellensburg, Roslyn and Cle Elum Washington municipal corporations (the "Cities" or "City"), and Kittitas County, a political subdivision of the State of Washington (the "County") (collectively, "Municipalities").

WHEREAS, Ch. 67.28 RCW provides for the collection and use of lodging tax revenues by local jurisdictions subject to certain conditions as set forth therein; and

WHEREAS, the four municipalities in Kittitas County collect and distribute lodging taxes for tourism promotion through an application and grant process; and

WHEREAS, the four municipalities in Kittitas County entered into an interlocal Agreement for such application and grant process in 2014, which was amended in 2016, and again in 2018; and

WHEREAS, attached as exhibit A is an updated draft of the entire agreement, so that the 2016, 2018, and proposed 2025 amendments are all reflected in one document, for purposes of clarity and ease of reference;

WHEREAS, each municipality wishes to amend said Interlocal Agreement as provided herein;

NOW, THEREFORE, it is hereby agreed as follows

1. Section 2(A) shall be amended to read as follows:

A. Consolidated Application: The Chairperson of each Lodging Tax Advisory Committee ("LTAC"), or jurisdictional appointees if there is no LTAC, will review existing applications and draft a consolidated application, including instructions for applicants, which will include the pre-activity reporting requirements as set forth in RCW 67.28.1816(2)(a)-(b). The draft consolidated application will be forwarded to each municipality's LTAC (or other appointees if there is no LTAC) for review and comment.

- Any proposed changes to the grant application, such as format or hosting location/medium, must be communicated to the Clerk of the Consolidated Lodging Tax Advisory Committee ("CLTAC") no later than December of the preceding year.
- The CLTAC Clerk will make reasonable efforts to accommodate a municipality's requests; however, any requests that exceed staff capacity may be deferred at the Clerk's discretion.
- The CLTAC Clerk shall approve and prepare the final version of the consolidated application based on the feedback from each municipality. After approval, applicants for consolidated lodging tax grants will be required to submit applications to Kittitas County.

2. The paragraph of Section 2(D) labeled “Review, Ranking and Recommendations by LTAC’s” shall be amended to read as follows:

Review, Ranking and Recommendations by LTAC’s. The County will compile and distribute all applications to the municipalities for review by each LTAC (or appointee(s) if no LTAC) for review, ranking, and funding recommendation, which will then be processed as follows:

- a. Each municipality’s LTAC (or appointee(s) if no LTAC) will review every application and assign it a rating based upon an agreed scoring system.
- b. Each municipality’s LTAC (or appointee(s) if no LTAC) will rank the applications in order by score.
- c. Each municipality’s LTAC (or appointee(s) if no LTAC) will produce a recommended funding level, considering each application in order of rank, and including any additional comments which provide insight into the respective funding decision. If any applications are disqualified, an explanation shall be provided.
- d. The ratings, rankings, and recommendations from each LTAC (or appointee(s) if no LTAC) will be submitted to the LTAC Clerk.
- e. Each municipality’s LTAC (or appointee(s) if there is no LTAC) must adhere to the agreed-upon grant scoring methodology and meet deadlines for submission.
- f. The CLTAC Clerk will provide at least two weeks’ notice, via email, of any deadline(s) to all municipalities, and each CLTAC member.
- g. If a municipality’s LTAC (or appointee(s) if there is no LTAC) does not adhere to the agreed-upon grant scoring methodology and/or does not meet process deadlines, that municipality will not be allowed to score the applications relevant to that grant cycle and participate in the presentation meeting and voting process. However, that municipality must still contribute funding as described herein, and such funding will be allocated based on the scoring from the compliant municipalities’ submissions. For purposes of this paragraph, as long as one member from a municipality’s LTAC (or appointee(s) if there is no LTAC) adheres to the agreed-upon grant scoring methodology and meets process deadlines, that municipality will be allowed to score applications, and participate in the presentation meeting and voting process.

3. Section 2(D)(2) shall be amended to read as follows:

2) LTAC Work Group Review. The County will compile the ratings, rankings, and recommendations along with the applications and submit them to a combined county-wide LTAC work group which will be comprised of three members from the LTAC of each participating municipality (or appointees if there is no LTAC) for consideration. The County will act as Chair of the work group. After submission:

- a. The work group will hold a public meeting where it will provide an opportunity for applicants to make a presentation before the work group and answer any questions from work group members.
- b. The work group will review the recommendations, deliberate publicly, and make final recommendations based upon the master list. All decisions will be made by simple majority

- vote. In the event of a tie vote, the application or motion will be deemed to have been rejected or failed, respectively.
- c. Meetings of the work group must comply with the Open Public Meetings Act (Chapter 42.30 RCW), which includes public meeting notice and member quorum requirements.

4. Section 2(F) shall be amended to read as follows:

F. Streamlined Reimbursement Process. Each municipality will contribute funds as outlined in Section 2.C of the coordinated funding process. Such contributions will be totaled, and all grant recipients will receive an award amount proportional to each municipality's percentage of the overall total contributed. The County will review and distribute funds to recipients in accordance with the terms of the grant award requirements. The County will send a quarterly invoice to each municipality, and each municipality will send a quarterly payment to the County.

5. A new Section 2(H) is added to the agreement, and shall read as follows:

(New Section) H. Administrative Costs. All municipalities will share the administrative costs associated with providing staff support to the Consolidated Lodging Tax Process. Administrative costs will be shared and allocated proportionally to each municipality's total Consolidated Lodging Tax Contribution and must be paid in addition to the funding requirement specified in Section 2(C). For example, if the County contributed 70% of the CLATC funds, then the County must also pay 70% of the total administrative support costs for that year.

6. Section 5(B) shall be amended to read as follows:

B. The City/Cities shall indemnify and hold harmless the County and its officers, agents, employees and elected officials, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, by any reason of or arising out of any act or omission of the City/Cities, their officers, agents, employees and elected officials, or any of them, relating to or arising out of the performance of this contract. In the event that any suit bases upon such a claim, action, loss or damage is brought against the County, the City/Cities shall defend the same at its sole cost and expense; provided that the County retains the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment be rendered against the County or its officers, agents, employees and elected officials, or any of them, or jointly against the County and the City/Cities and their respective officers, agents, employees and elected officials, or any of them, the City/Cities shall satisfy the same.

7. A new Section 6, Insurance, is added to the agreement and shall read as follows:

6. Insurance. Each party shall maintain general liability coverage at all times, and such liability coverage documents shall be made available to the other party on an annual basis. Each party may choose to share the other party's coverage documents with their insurance carrier or risk pool. The failure of any insurance carrier or self-insured pooling organization to agree to or follow the terms of this section shall not relieve any individual party from its obligations under this Agreement.

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

CITY OF ELLENSBURG

[Signature]
Mayor

Attest:
[Signature]
City Clerk

BOARD OF COUNTY COMMISSIONERS
KITITIAS COUNTY, WASHINGTON

[Signature]
Laura Ostadaez, Chair

[Signature]
Coty Wright, Vice-Chair

[Signature]
Brett Wachsmuth, Commissioner

Approved as to form:
[Signature]
City Attorney

Attest:
[Signature]
Clerk of the Board



CITY OF ROSLYN
[Signature]
City Attorney

Prosecuting Attorney

CITY OF CLE ELUM
[Signature]
Mayor

City of Roslyn
[Signature]
Mayor

Exhibit A

1. Purpose. The purpose of this Agreement is to set forth the respective responsibilities of the Cities of Ellensburg, Roslyn, and Cle Elum and Kittitas County regarding the provision for a consolidated lodging tax grant process.

2. Scope of Activities. The Municipalities will implement as soon as reasonably feasible the process for consolidating the lodging tax application and review process as set forth in the "Consolidated Lodging Tax Grant Process Proposal," as described in Subsections A through H of this Section of the Interlocal Agreement:

A. **Consolidated Application.** The Chairperson of each Lodging Tax Advisory Committee ("LTAC"), or jurisdictional appointees if there is no LTAC, will review existing applications and draft a consolidated application, including instructions for applicants, which will include the pre-activity reporting requirements as set forth in RCW 67.28.1816(2)(a)-(b). The draft consolidated application will be forwarded to each municipality's LTAC (or other appointees if there is no LTAC) for review and comment.

- Any proposed changes to the grant application, such as format or hosting location/medium, must be communicated to the Clerk of the Consolidated Lodging Tax Advisory Committee (“CLTAC”) no later than December of the preceding year.
- The CLTAC Clerk will make reasonable efforts to accommodate a municipality’s requests; however, any requests that exceed staff capacity may be deferred at the Clerk’s discretion.
- The CLATC Clerk shall approve and prepare the final version of the consolidated application based on the feedback from each municipality. After approval, applicants for consolidated lodging tax grants will be required to submit applications to Kittitas County.

B. **Coordinated Schedule.** The schedule for application deadlines, review and awards will be coordinated by the municipalities.

C. **Coordinated Funding.** Each participating municipality will make available 13% of their annual lodging tax collections to be awarded through the consolidated lodging tax grant process. The funds provided by each municipality will be noticed publicly for award consideration, and each municipality providing funding for the coordinated process shall be guaranteed grant awards will be made for applications that will directly impact that jurisdiction in an amount equal to or greater than the funding level which has been committed (subject to qualifying applications).

D. **Streamlined Application Review and Award Process.** Lodging tax grant applications will be processed as follows:

- 1) **Categorize applications.** Applicants may apply for one or both funding categories. Applications will be categorized as follows:
 - a. **New Projects/Events.** This category is for applications from events/projects which are within the first four (4) years of existence. Applications may also be considered in this category for established projects/events which have previously received funding but are proposing a new or expanded project/event which will increase tourism as part of an ongoing project/event.
 - b. **Ongoing Project/Event Support.** This category is for applications from established projects/events (ongoing for more than four (4) years) which may request continuing support. Grant awards are limited in this category to no greater than 10% of the projects's/event's expense budget.

Review, Ranking and Recommendations by LTAC's The County will compile and distribute all applications to the municipalities for review by each LTAC (or appointee(s) if no LTAC) for review, ranking, and funding recommendation, which will then be processed as follows:

- a. Each municipality’s LTAC (or appointee(s) if no LTAC) will review every application and assign it a rating based upon an agreed scoring system.
- b. Each municipality's LTAC (or appointee(s) if no LTAC) will rank the applications in order by score.

- c. Each municipality's LTAC (or appointee(s) if no LTAC) will produce a recommended funding level, considering each application in order of rank, and including any additional comments which provide insight into the respective funding decision. If any applications are disqualified, an explanation shall be provided.
 - d. The ratings, rankings, and recommendations from each LTAC (or appointee(s) if no LTAC) will be submitted to the LTAC Clerk.
 - e. Each municipality's LTAC (or appointee(s) if there is no LTAC) must adhere to the agreed-upon grant scoring methodology and meet deadlines for submission.
 - f. The CLTAC Clerk will provide at least two weeks' notice, via email, of any deadline(s) to all municipalities, and each CLTAC member.
 - g. If a municipality's LTAC (or appointee(s) if there is no LTAC) does not adhere to the agreed-upon grant scoring methodology and/or does not meet process deadlines, that municipality will not be allowed to score the applications relevant to that grant cycle and participate in the presentation meeting and voting process. However, that municipality must still contribute funding as described herein, and such funding will be allocated based on the scoring from the compliant municipalities' submissions. For purposes of this paragraph, as long as one member from a municipality's LTAC (or appointee(s) if there is no LTAC) adheres to the agreed-upon grant scoring methodology and meets process deadlines, that municipality will be allowed to score applications, and participate in the presentation meeting and voting process.
- 2) LTAC Work Group Review. The County will compile the ratings, rankings, and recommendations along with the applications and submit them to a combined county-wide LTAC work group which will be comprised of three members from the LTAC of each participating municipality (or appointees if there is no LTAC) for consideration. The County will act as Chair of the work group. After submission:
- a. The work group will hold a public meeting where it will provide an opportunity for applicants to make a presentation before the work group and answer any questions from work group members.
 - b. The work group will review the recommendations, deliberate publicly, and make final recommendations based upon the master list. All decisions will be made by simple majority vote. In the event of a tie vote, the application or motion will be deemed to have been rejected or failed, respectively.
 - c. Meetings of the work group must comply with the Open Public Meetings Act (Chapter 42.30 RCW), which includes public meeting notice and member quorum requirements.

3) Legislative Decision. The County will submit the work group's final recommendations for funding events and projects to each funding jurisdiction's legislative body for final decision and action. If a legislative body does not approve the work group's final recommendations, the legislative body must notify the chair of the work group in writing with specific objections. The work group will reconvene in a public meeting to reconsider the final recommendations. After reconsideration, the county will re-submit the work group's final recommendation to each funding jurisdictions for final decision and action.

4) Notification. The County will notify all applicants of the final grant decisions on behalf of the funding municipalities.

E. **Contracts for Grant Recipients**. All grantees will be required to enter into a single grant contract which clearly communicates the responsibilities and expectations of the grantee as well as the amount and authorized use of the funding as approved by each legislative body. Contracts should be approved by all participating entities prior to being utilized. As with the other coordination and streamlining, the County shall be the contracting agency.

F. **Streamlined Reimbursement Process**. Each municipality will contribute funds as outlined in Section 2.C of the coordinated funding process. Such contributions will be totaled, and all grant recipients will receive an award amount proportional to each municipality's percentage of the overall total contributed. The County will review and distribute funds to recipients in accordance with the terms of the grant award requirements. The County will send a quarterly invoice to each municipality, and each municipality will send a quarterly payment to the County.

G. **Post-Activity Reports**. Each grant recipient will comply with the post-activity reporting requirements of RCW 67.28.1816(2)(c) and provide copies of the report to all Municipalities. The County will prepare and submit all required post-activity reports to the Joint Legislative and Audit Review Committee (JLARC), which will conform to the reporting requirements of Ch. 67.28 RCW.

H. **Administrative Costs**. All municipalities will share the administrative costs associated with providing staff support to the Consolidated Lodging Tax Process. Administrative costs will be shared and allocated proportionally to each municipality's total Consolidated Lodging Tax Contribution and must be paid in addition to the funding requirement specified in Section 2(C). For example, if the County contributed 70% of the CLATC funds, then the County must also pay 70% of the total administrative support costs for that year.

3. Duration/Termination. This Agreement shall remain in full force and effect until terminated by agreement of the parties, or by written notice of termination given by one party to the other parties at least thirty (30) days prior to the date of such termination; PROVIDED, that this Agreement shall remain in full force and effect as to the remaining parties hereto so long as at least two parties remain active participants.

4. Disputes. In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member

to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto. Appeals from grant recipients regarding reimbursement decisions made by the County shall be handled as disputes and determined by the Dispute Board in the same manner as previously described.

5. Indemnification.

A. The County shall indemnify and hold harmless the Cities and their officers, agents employees and elected officials, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever by any reason of or arising out of any act or omission of the County, its officers, agents, employees and elected officials, or any of them, relating to or arising out of the performance of this contract. In the event that any suit based upon such a claim, action, loss or damage is brought against the Cities, the County shall defend that same at its sole cost and expense, provided that the Cities retain the right to participate in said suit if any principle or governmental or public law is involved; and if final judgment be rendered against the Cities or their officers, agents, employees and elected officials, or any of them, or jointly against the Cities and the County and their respective officers, agents, employees and elected officials, or any of them, the County shall satisfy the same.

B. The City/Cities shall indemnify and hold harmless the County and its officers, agents, employees and elected officials, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, by any reason of or arising out of any act or omission of the City/Cities, their officers, agents, employees and elected officials, or any of them, relating to or arising out of the performance of this contract. In the event that any suit bases upon such a claim, action, loss or damage is brought against the County, the City/Cities shall defend the same at its sole cost and expense; provided that the County retains the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment be rendered against the County or its officers, agents, employees and elected officials, or any of them, or jointly against the County and the City/Cities and their respective officers, agents, employees and elected officials, or any of them, the City/Cities shall satisfy the same.

6. Insurance. Each party shall maintain general liability coverage at all times, and such liability coverage documents shall be made available to the other party on an annual basis. Each party may choose to share the other party's coverage documents with their insurance carrier or risk pool. The failure of any insurance carrier or self-insured pooling organization to agree to or follow the terms of this section shall not relieve any individual party from its obligations under this Agreement.

7. Future support. No 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.

8. 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.

9. Relationship of the parties. No agent, employee or representative of the County shall be deemed to be an agent, employee or representative of the Cities for any purpose, and the employees of the County are not entitled to any of the benefits the Cities provide to City employees. No agent, employee or representative of the Cities shall be deemed to be an agent, employee or representative of the County for any purpose, and the employees of the Cities are not entitled to any of the benefits the County provides to County employees.

10. Non-delegation/Non-assignment. No party may delegate the performance of any contractual obligation to a third party, unless agreed in writing by all other parties. No party may assign this Agreement without the written consent of the other parties.

11. 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.

12. Governing law; venue. This Agreement shall be governed by and construed in accordance with the Laws of State of Washington. The venue for any action to enforce or interpret this Agreement shall be in the Kittitas County Superior Court.

13. Entire agreement; modification. This Agreement constitutes the entire Agreement of the parties. The provisions of this Agreement may be modified or amended only by written mutual consent 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. 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.

16. Ratification. Acts taken in conformity with this Agreement prior to its execution are hereby ratified and affirmed.

17. Administration and notices. This Agreement will be administered on behalf of the Cities by, and all notices to be issued to the Cities shall be addressed to the attention of:

City of Ellensburg
Attn: Lodging Tax Grant Application
501 N. Anderson Street
Ellensburg, W A 98926

City of Roslyn
Attn: Lodging Tax Grant Application
100 E. Pennsylvania Ave

P.O. Box 451
Roslyn, W A 98941

City of Cle Elum
Attn: Lodging Tax Grant Application
119 West First Street
Cle Elum, W A 98922

This Agreement will be administered on behalf of the County by, and all notices to be issued to the County by the Cities shall be addressed to the attention of:

Kittitas County Auditor
Attn: Lodging Tax Grant Application
Consolidated Lodging Tax Grant Process Interlocal - 6
205 West 5th, Suite
Ellensburg, WA 98926

18. Filing. Pursuant to RCW 39.34.040, this Agreement shall be posted on the Kittitas County and City of Ellensburg public websites and/or filed with the County Auditor.
19. Financing. There shall be no budget maintained for any joint or cooperative undertaking pursuant to this agreement.
20. Property. This interlocal agreement does not provide for the acquisition, holding or disposal of real or personal property.
21. Joint Administration. No separate legal or administrative entity is created by this agreement.