

BOARD OF COUNTY COMMISSIONERS  
COUNTY OF KITTITAS  
STATE OF WASHINGTON

RESOLUTION

NO. 2025-248

**AUTHORIZING CHAIR SIGNATURE ON AN INTERLOCAL AGREEMENT BETWEEN CITY OF ELLENSBURG AND KITTITAS COUNTY FLOOD CONTROL ZONE DISTRICT FOR FLOOD INSURANCE RATE MAP UPDATES FOR WHISKEY AND MERCER CREEKS**

**WHEREAS:** Kittitas County and the City of Ellensburg are public agencies as defined in the Interlocal Cooperation Act (RCW 39.34), and wish to enter into this Agreement pursuant to the provisions of said Act, which allows public agencies to cooperate on a basis of mutual advantage to provide services and facilities in an optimized manner to address the needs of local communities; and

**WHEREAS:** Kittitas County and the City of Ellensburg participate in the National Flood Insurance Program (44 CFR Parts 59 and 60) and administer the Washington State Floodplain Management Act (Chapter 86.16 RCW); and

**WHEREAS:** The National Flood Insurance Program Flood Insurance Rate Maps (“FIRMS”) are an official map used by the Federal Emergency Management Agency (“FEMA”) to delineate Special Flood Hazard Areas; and

**WHEREAS:** Per National Flood Insurance Program participation requirements, the parties utilize FIRMS for floodplain development regulation; and

**WHEREAS:** Whiskey and Mercer Creeks flow through both unincorporated Kittitas County and the City of Ellensburg; and

**WHEREAS:** The FIRMS for Whiskey and Mercer Creeks are based on studies completed by FEMA in the 1970s; 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:** The City of Ellensburg recently completed an urban flood modeling and analysis project, funded by the Department of Ecology Flood Control Account Assistance Program (“FCAAP”) to support increased understanding of Mercer and Whiskey Creek flooding and support District-led flood risk mapping efforts; and

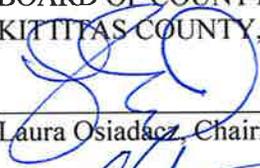
**WHEREAS:** FCAAP, FEMA and District investments have improved our understanding of flood risk along Whiskey and Mercer Creek; and

**WHEREAS:** The City of Ellensburg and Kittitas County wish to submit this updated technical information to FEMA for the purpose of the Whiskey and Mercer Creek FIRMS;

**NOW, THEREFORE BE IT RESOLVED** that the Board of County Commissioners, in the best interest of the public, does authorize Chair Signature on an Interlocal Agreement between Kittitas County and City of Ellensburg for Flood Insurance Rate Map Updates for Whiskey and Mercer Creeks.

DATED this 8<sup>th</sup> day of December 2025, at Ellensburg, Washington.

BOARD OF COUNTY COMMISSIONERS  
KITITIAS COUNTY, WASHINGTON

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

  
\_\_\_\_\_  
Cory Wright, Vice-Chairman

**ABSENT**

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

Attest:

Clerk of the Board- Julie Kjorsvik

Deputy Clerk of the Board- Mandy Buchholz

  
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**INTERLOCAL AGREEMENT BETWEEN KITTITAS COUNTY AND CITY OF ELLENSBURG FOR FLOOD INSURANCE RATE MAP UPDATES FOR WHISKEY AND MERCER CREEKS**

This Interlocal Agreement (hereinafter the “Agreement”) is entered into by and between Kittitas County (herein after “County”), and the City of Ellensburg (herein after “City”), both municipal corporations of the State of Washington, for the purpose of requesting the Federal Emergency Management Agency Update Flood Insurance Rate Maps for Whiskey and Mercer Creeks.

**RECITALS**

WHEREAS, the parties are public agencies as defined in the Interlocal Cooperation Act (RCW 39.34), and wish to enter into this Agreement pursuant to the provisions of said Act, which allows public agencies to cooperate on a basis of mutual advantage to provide services and facilities in an optimized manner to address the needs of local communities; and

WHEREAS, the parties participate in the National Flood Insurance Program (44 CFR Parts 59 and 60) and administer the Washington State Floodplain Management Act (Chapter 86.16 RCW); and

WHEREAS, the National Flood Insurance Program Flood Insurance Rate Maps (“FIRMS”) are an official map used by the Federal Emergency Management Agency (“FEMA”) to delineate Special Flood Hazard Areas; and

WHEREAS, per National Flood Insurance Program participation requirements, the parties utilize FIRMS for floodplain development regulation; and

WHEREAS, Whiskey and Mercer Creeks flow through both unincorporated Kittitas County and the City of Ellensburg; and

WHEREAS, the FIRMS for Whiskey and Mercer Creeks are based on studies completed by FEMA in the 1970s; 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, the City recently completed an urban flood modeling and analysis project, funded by the Department of Ecology Flood Control Account Assistance Program (“FCAAP”) to support increased understanding of Mercer and Whiskey Creek flooding and support District-led flood risk mapping efforts; and

WHEREAS, FCAAP, FEMA and District investments have improved our understanding of flood risk along Whiskey and Mercer Creek; and

WHEREAS, City and County wish to submit this updated technical information to FEMA for the purpose of the Whiskey and Mercer Creek FIRMS; and

WHEREAS, the governing body of each party to this Agreement has approved such party’s involvement in the cooperative interlocal activities as described herein; and



WHEREAS; it is mutually beneficial for the parties to enter into this Agreement at this time;

NOW, THEREFORE, Kittitas County and the City of Ellensburg hereby agree as follows:

1. Purpose. The purpose of this Agreement is to identify how each party will support the effort to submit updated technical information to FEMA for the purpose of updating Flood Insurance Rate Maps for Whiskey and Mercer Creeks.
2. Term. The term of this Agreement shall be from the last date of signature through December 31, 2027, unless the Agreement is terminated early or its term is extended as provided herein.
3. Responsibilities of the Parties.
  - a. Kittitas County's Responsibilities:
    - i. Lead and have primary responsibility for flood risk modeling efforts for Whiskey and Mercer Creeks.
    - ii. Prepare draft Flood Insurance Rate Map products for City review.
    - iii. Prepare and submit a Letter of Map Revision (LOMR) Submittal Package for FEMA for Whiskey and Mercer Creeks, which will include Flood Insurance Rate Map products.
    - iv. Coordinate with the City on communication received from FEMA regarding the submitted LOMR.
    - v. After mutual acceptance by both parties regarding a public-facing notification document and the recipient distribution list, print and mail the document.
    - vi. Publish legal notice meeting FEMA LOMR requirements in the paper of record and in the Daily Record (if not the paper of record).
    - vii. Provide property-specific information about the proposed map revisions upon request by affected property owners.
  - b. Joint Responsibilities of the Parties:
    - i. Discuss updated flood risk models, identify areas where community members will be affected by changes, and collaborate to develop a clear picture of the implications of the map change on the City and Urban Growth Area.
    - ii. Review and provide feedback on draft Flood Insurance Rate Map products
    - iii. Review and provide feedback on LOMR submittal package for FEMA
    - iv. Cooperatively address concerns identified through the Flood Insurance Rate Maps review process utilizing best practices and flood risk modeling and FEMA guidance and standards.
    - v. Provide community acknowledgement signatures in support of the LOMR application, provided there is mutual agreement on the maps submitted.
    - vi. Develop a coordinated public outreach and notification program to be implemented as maps are updated.

vii. Hold one in-person public outreach event about the pending changes to the Flood Insurance Rate Maps.

4. Points of Contact. The parties' addresses and points of contact for any notices to be delivered under this Agreement are as follows:

KITTITAS COUNTY

411 North Ruby Street, Suite 1  
Ellensburg, WA 98926

Arden Thomas  
Water Resource Manager  
Public Works  
Arden.thomas@co.kittitas.wa.us  
509-962-7690

CITY OF ELLENSBURG

501 Anderson Street  
Ellensburg, WA 98926

Dan Carlson  
Director  
Community Development  
carlsond@ci.ellensburg.wa.us  
509 925-8653

5. Budget and Payment. Both City and County will provide resources for the completion of responsibilities. No funding or payment from one party to the other will occur as part of this agreement.
6. Administration. For the purposes of RCW 39.34.030(4)(a), the points of contact as listed in section 4. above shall be the administrators of this Agreement. No separate legal or administrative entity is created by this Agreement. No joint budget or financing method is created by this Agreement; each party will manage its own financing and budgeting processes hereunder. This Agreement will be posted online or filed with the county auditor as required by RCW 39.34.040.
7. Termination. This Agreement may be terminated at any time by mutual written agreement of the parties. Additionally, this Agreement may be terminated unilaterally at any time by either party with thirty (30) days' written notice to the other party. Termination of this Agreement by any means provided herein shall not excuse either party's performance of its obligations hereunder through the effective date of termination.
8. Modification. The parties may modify the terms of this Agreement through one or more formal written amendments, signed by both parties.
9. Notices. Written notices required or permitted to be provided by one party to the other party under this Agreement may be provided by personal delivery, legal courier service, or certified mail, postage prepaid and return receipt requested. Notice may be provided by regular first-class mail if simultaneous notice is provided by email. Notices given by a party shall be provided to the other party's point of contact as listed in Section 4. of this Agreement.
10. 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.

11. Property. The parties do not anticipate acquiring jointly owned personal or real property under this Agreement. 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 task for which such personal property was utilized.
12. Records. Each party shall preserve and maintain its records relating to this Agreement for six (6) years after termination or expiration of the Agreement. Such 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.
13. Indemnification. Each party will be responsible for its own acts and/or omissions in its performance under this Agreement, and the acts and/or omissions of its employees, agents, officials, and registered volunteers. Neither party shall be responsible to the other party for the acts or omissions of persons or entities not a party to this Agreement. The parties agree to maintain a consolidated defense to claims made against them and to reserve all indemnity claims against each other until after liability to the claimant and damages, if any, are adjudicated. If any claim is resolved by voluntary settlement and the parties cannot agree upon apportionment of damages and defense costs, they shall submit apportionment to binding arbitration. The indemnification obligations of the parties shall not be limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by application of any other worker's compensation act, disability benefit act or other employee benefit act. Each party hereby expressly waives any immunity afforded by such acts to the extent required by its obligations to indemnify, defend and hold harmless the other party. A party's waiver of immunity does not extend to claims made by its employees directly against the party as employer. The foregoing indemnification obligations of the parties are a material inducement to enter into this Agreement and have been mutually negotiated.
14. Independent Capacity. Each party to this Agreement shall act in an independent capacity and not as an agent or representative of the other party. The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be the employees or agents of that party, and shall not be considered for any purpose to be the employees or agents of the other party.
15. Severability. If any provision of this Agreement shall be held invalid, such invalidity shall not affect the other provisions of this Agreement that can be given effect without the invalid provision, if such remainder is consistent with applicable law and with the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.
16. Waiver. The waiver by a party of any default or breach of this Agreement, or the failure of a party to enforce any provision hereof or to exercise any right or privilege hereunder, shall not be

deemed to waive any prior or subsequent breach or default, the enforcement of any provision hereof, or the exercise of any right or privilege hereunder, unless otherwise stated in a signed writing by the party granting such waiver.

- 17. Disputes. In the event of a dispute between the parties relating to this Agreement, the parties agree to make a good faith attempt to resolve such dispute informally, prior to the commencement of any legal action or arbitration.
- 18. Governing Law. This Agreement shall be governed by the laws of the State of Washington.
- 19. Force Majeure. In the event of a forced delay in performance by a party of its obligations under this Agreement, due to causes beyond that party's reasonable control, including but not limited to natural disasters, epidemics, embargoes, war, insurrection, riots, or strikes, such party's time for performance under this Agreement shall be extended for the period of the forced delay.
- 20. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all other agreements, understandings, negotiations and discussions, oral or written, express or implied, relating to the subject matter hereof.

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the parties through their authorized representatives, effective as of the latest date written below.

<p><b>KITTITAS COUNTY</b></p> <p>BOARD OF COUNTY COMMISSIONERS</p> <p></p> <p>_____ Laura Osiadacz, Chair</p> <p>Date: <u>12/18/25</u></p> <p> Attest SEAL Clerk of the Board</p> <p></p>	<p><b>CITY OF ELLENSBURG</b></p> <p></p> <p>_____ Signature</p> <p><u>Heidi Behrends Cerniwey</u> Printed Name</p> <p><u>City Manager</u> Title</p> <p>Date: <u>12/16/2025</u></p>
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