

CITY ADMINISTRATOR
ROBERT OMANS

CITY CLERK
DEBBIE LEE

FINANCE DIRECTOR
ROBIN NEWCOMB

PUBLIC WORKS DIRECTOR
MATHEW BAILEY

POLICE CHIEF
RICH ALBO

FIRE CHIEF
ED MILLS

PLANNER
COLLEDA MONICK

Public Safety & Health Committee Agenda

September 17, 2025

2:00 PM



119 W FIRST STREET
CLE ELUM, WA 98922

MAYOR
MATTHEW LUNDH

MAYOR PRO TEM
STEVEN HARPER

PUBLIC SAFETY & HEALTH
COMMITTEE
CASSIDY BUECHLE-CURTIS -
CHAIR
KEN RATLIFF
BETH WILLIAMS

CITY ATTORNEY
CURTIS CHAMBERS

Join Virtually with Zoom: <https://zoom.us/j/7573184018?pwd=dERndjBJVC9GdVQ1d2ISRExwZFhXZz09>
Meeting ID: 757 318 4018 Passcode: 98922

Join by Phone: 1-(253)215-8782, Meeting ID: 757 318 4018, Passcode:98922

TextMyGov

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DISCLAIMER: The City does not guarantee that virtual or telephonic access to the City Council meeting will be available and the City does not warrant audio quality. Attendees are encouraged to attend in-person.

1. **Call to Order/Pledge of Allegiance**
2. **Unfinished Business**
 - a. Municipal Code - Addressing (fire/police)
3. **New Business**
 - a. August 20, 2025, Public Safety & Health Committee Meeting Minutes
 - b. Interlocal Aid Agreement Between the City of Cle Elum and Kittitas County Fire District #7
4. **Other Committee Comments**
5. **Adjourn**

Upcoming Meetings:

Regular Council Meeting: September 23, 2025 @ 6:00 p.m.

General Government Committee Meeting: September 24, 2025 @ 8:30 a.m.

Planning Commission Meeting: September 30, 2025 @ 6:00 p.m.

Public Works & Community Development Committee Meeting: October 1, 2025 @ 8:30 a.m.

Coal Mines Trail Commission Meeting: October 6, 2025 @ 4:00 p.m.

Lodging Tax & Events Committee Meeting: October 8, 2025 @ 8:30 a.m.

Public Safety & Health Committee Meeting: October 15, 2025 @ 12:00 p.m.

Historic Preservation Commission Meeting: October 21, 2025 @ 3:00 p.m.

XX.XX.XXX Title

This chapter shall be known as the uniform street naming and house numbering ordinance of the city. (ord. Number)

XX.XX.XXX Applicability

This chapter shall apply to all property in the City of Cle Elum.

XX.XX.XXX Purpose.

The purpose of this chapter is to establish a uniform method for naming roadways and assigning addresses for real property and structures within the City of Cle Elum and grant the City Council the authority to assign road names and numbers, method of numbering system used, and address structures within the city.

Decisions related to minor or major changes to addressing and street names will be made by the City Council. When making changes to addressing and/or street changes. The Director of Public Works, a representative of the Police Department and a representative of the Fire Department should be consulted for considerations made by the City Council.

Commented [CM1]: It's unclear what is considered "minor" vs "major" - this could benefit from a definition or example.

Goals of this chapter are as follows:

1. To facilitate expedient emergency response by medical, law enforcement, fire, rescue and other emergency services.
2. To regulate the display of property address numbers and provide for accurate and effective road name signage, installation and maintenance.
3. To provide property owners, the general public, emergency responders, and government agencies and department with an accurate and systematic means of identifying and locating property.

The city council reserves the option of changing addresses. Applications to the City Council for street renaming shall contain the signatures of the majority of persons having ownership in properties addressed on the street. The filing fee for an address change application is established by administrative order of the city manager or the city manager's designee. The building official shall provide written notification to affected property owners at least 20 days before City Council action. In its deliberation, the City Council shall consider information including location, development characteristics, and impact of the change on existing businesses, residences as well as on emergency vehicle responsiveness. Only entire street lengths or distinct major portions of streets are eligible for renaming by the City Council. For the purpose of this chapter, distinct major portion means a separate portion of a street identifiable by either a directional shift or an interrupted interval. A street name change is accomplished by the adoption of an ordinance directing the change.

Commented [CM2]: Consider adding a **Definitions** section after the "Purpose" section to clarify terms such as *Director, Department, and Addressing Code*, as well as key terms like *ADU, Building, Complex, Unit, Street Name Change, and Way-of-Travel*. Where applicable, definitions should be consistent with those already established in other chapters—particularly Chapter 14—to avoid conflicts and ensure alignment across the code.

XX.XX.XXX Methods of Addressing

It is recognized that Cle Elum has two primary methods to assign addresses, as listed in this chapter.

Commented [CM3]: Clarify that both methods may be used in different areas of the City, or clarify where each applies.

X. GRID METHOD

The numbering pattern shall be as follows:

X. Beginning at the east-west base line of Pennsylvania Ave (the zero point), all blocks or grids shall be numbered from [Starting number 100], with consecutively increasing numbers both to the north and to the south, odd numbers on the left side, and even numbers on the right side

X. Likewise, beginning at the north-south base line of Railroad St (the zero point), all blocks or grids shall be numbered from [Starting number 100], with consecutively increasing numbers both to the east and to the west, odd numbers on the left side, and even numbers on the right side

Commented [CM4]: Consider a map or visual guide as a reference exhibit for implementation.

X. KITTITAS COUNTY METHOD

The pattern shall be measured by meters from a road intersection to any parcel's main driveway, with odd numbers on the left, and even numbers on the right.

X. Addresses should contain only whole numbers

X. In the assignment of numbers, the City Council may take into consideration: driveways, principal entrances, topography and existing field conditions.

X. Buildings situated on a circle, court, loop, or cul-de-sac shall be numbered consecutively beginning at the point of origin and proceeding progressively around such circle, court or loop.

X. Buildings not visible from a public street or set back from a public street to the extent the building address is not readily visible, shall be addressed from the driveway access

XX.XX.XXX Multiple Dwelling Units and ADU's

X. Multiple dwelling units shall receive one building address. The location of the main entrance determines that number. The multiple-dwelling unit owner shall provide individual units within the complex a number composed of unit number and floor in a clockwise direction from the main entrance for interior ADU's or main residence for exterior ADU's

X. Addresses for ADU's shall be identified by the primary residence address followed by "Unit X"

X. Units will be addressed in sequential alphabetical order starting with "A" For example, if the primary residence is 123 Main St; the first ADU would be labeled: "123 Main St Unit A"

X. Properties containing multiple levels of ADU's will have the floor level first and the unit letter second. For example, if there is a multiple level ADU on a property, they would be labeled: (First Level) 123 Main Street Unit 1A (Second Level) 123 Main St. Unit 2A.

X. In the case ~~ed of~~ exterior ADU's, it is the responsibility of the property owner to plan the property in accordance with the addressing code. If an ADU becomes addressed as "Unit A" and the property owner adds another ADU that is out of the ~~clockwise order~~. The city shall require the property owner to re-address the original ADU as "Unit B" and the new ADU "Unit A" to be compliant with the clockwise order of the addressing.

Commented [CM5]: Recommend defining what constitutes "clockwise order" (from aerial view? from front door?)

X. Costs associated with re-addressing will be the responsibility of the property owner.

XXX.XX.XXX Multi Family Housing

X. Buildings with multiple tenantable or habitable units may receive one numerical designation. Individual units may be designated by suffixed letters or numbers, at the discretion of the City Council

xx. Multi-building developments with the same street address for all of the buildings (or multiple buildings) should have buildings lettered and doors should be numbered, floors of a building should be numbered coinciding with the level of the building. The first number of the door should coincide with the level.

XX. Addressing should be started based on the main entrance of the structure (not necessarily the exit). Left should be odd, right should be even.

XX. Addressing for buildings must be displayed in accordance with the standards on each building in a multi-family development with multiple buildings.

X. Multi-family development will have each building assigned a numbered address taken from the street each building fronts. Interior streets within multifamily developments will be named. Each of the multi-family buildings fronting that interior street will be numbered from said street. Each unit within a multifamily building will also be identified. The unit numbering will be from left to right as seen from facing the building, the first digit of each unit number will indicate on which floor the building each unit is located.

X. A multi-family dwelling unit that has a number of entrances and each entrances services a separate occupant, then each entrance shall be assigned an address. If whole numbers are exhausted – then a single building number shall be utilized with sequential letter designations used for each separate unit.

X. A *single multiple family dwelling structure (Does this align with our building code language)single residential structure that contains multiple separate dwelling units* shall be assigned one address number for the structures. Addresses for individual dwellings within the structure shall have the first digit representing the floor level of the entrance.

X Multifamily complexes with multiple structures may have an assigned address for each structure with each individual dwelling within the structure numbered as in a subsection of this section -

XX.XX.XXX Commercial

XX. The preferred method is for different buildings to have individualized street addresses where possible

It will be the City's choice at the time to evaluate variances to the preferred method

Commented [CM6]: Simplify and condense for clarity. This section is repetitive and hard to follow.

Commented [CM7]: Define "multi-family dwelling" vs "multi-family complex" vs "multiple tenantable or habitable units".

Commented [CM8R7]: Possible Suggestion: break this section into three parts:
1.Addressing individual buildings
2.Addressing individual units
3.Rules for interior streets and entrances

Commented [CM9]: Good intent, but "It will be the City's choice at the time..." is vague.

Suggest rephrasing: "The City may approve deviations from the preferred addressing method where site conditions, layout, or emergency access considerations warrant an alternative configuration."

X. In commercial development projects with a single access from a main street and a shared parking lot each building will be individually numbered from the main street. For those fronting an intersecting street, each building will be individually numbered from the intersecting street of which it fronts. Each tenant suite within a commercial building will also be identified. Suite number should be from left to right, as seen from facing the building. The first digit of each suite number will indicate on which floor of the building each suite is located. Residential units located above commercial buildings will be addressed in accordance with the multi-family complex section.

XX.XX.XXX Assignment of addresses.

A. The city shall assign addresses at the time of issuance of building permits.

In existing subdivisions, short subdivision plats, in binding site plans, planned unit developments, and in land not yet platted, the assignment of addresses for new buildings shall occur in conjunction with the issuance of a building permit.

B. Should the city find that any building, structure or premises is not provided with an address, is not correctly addressed, or is not using the correct address, the department shall notify the owner, agent or renter of the building, structure or premises of the correct address. The address shall be properly placed in accordance with the provisions of this chapter by the effective date shown on the notice. It shall be unlawful for any owner, agent or renter to display, advertise or use the wrong address after notification by the department.

C. Whenever there is a doubt or difference of opinion as to the correct road designation or correct address, the road designation or address shall be determined by the City Council and shall be guided by the specific provisions of this chapter.

XX.XX.XXX Signage.

X. The owner, occupant or renter of any addressed building, structure or premises shall conspicuously display the address of each building or each front entrance immediately above, on or at the side of the proper door, porch, or gate so the number can be plainly seen from the adjacent way-of-travel.

X. If the building is not clearly visible from an adjacent way-of-travel, the numbers shall be displayed at the main entrance from the way-of-travel and each branch of private ways-of-travel.

X. Numbers shall be easily legible against a contrasting background and shall be at least four inches in height if a residential use or individual multifamily unit, and at least five inches high if a commercial use.

XX.XX.010 Notification of addressing assignments.

Upon assignment of a building address, the City shall notify the:

- (1) United States Postal Service
- (2) Fire Department
- (3) Cle Elum Roslyn Police Department; and
- (4) Other agencies as determined by the [WHO]

Commented [CM10]: Consider identifying address assignment authority to a department head. This is vague on who is responsible.

Commented [CM11]: This needs to follow the sign code - so please be sure to reference that.

Commented [CM12]: Building Official or Public Works Director.

XX.XX.090 Violation – Penalty – Hearing.

X. Any person failing to comply with the provisions of this chapter or affixing to or displaying upon any house or building any numbers other than those assigned to the house or building, maybe assessed a civil penalty in an amount of not more than \$100.00 for each violation.

X. When code enforcement determines that a violation exists, code enforcement or their designee may issue a notice of civil penalty to the person responsible for the violation. The notice shall include the name and address of the person responsible for the violation, the street address or other description of the building, structure or premises affected by the violation, a description of the violation and the required corrective action, the date, time and location of an appeal hearing before the hearing examiner which is at least 10 days from the date of the notice, a statement indicating that the hearing will be canceled and no monetary penalty assessed if the department director approves the completed corrective action at least 48 hours prior to the hearing, and a statement that the monetary penalty may be assessed as ordered by the hearing examiner.

X. Code enforcement shall serve the notice of civil penalty upon the person to whom it is directed, either personally or by mailing a copy of the notice to such person at their last known address. If the person to whom the notice is directed cannot after due diligence be so served, the notice shall be served by posting a copy of the notice conspicuously on the affected property or structure.

X. The person to whom a notice of civil penalty is issued will be scheduled to appear before the hearing examiner not less than 10 days after date of the notice. The hearing will be canceled and no monetary penalty assessed if at least 48 hours prior to the scheduled hearing the department director approves the completed corrective action. At any hearing, the hearing examiner shall determine whether the city has established by a preponderance of the evidence that a violation has occurred and that the required correction is reasonable and shall affirm, vacate or modify the city's decision regarding the alleged violation and the required corrective action. The hearing examiner shall mail a copy of the written decision to the appellant and to the department director within 30 days of the hearing. The decision of the hearing examiner shall be final unless, within 10 days after filing of the decision, an aggrieved party appeals the hearing examiner's decision by writ of review to the county superior court.

X. Payment of the monetary penalty pursuant to this chapter does not relieve the person to whom the notice of civil penalty was issued of the duty to correct the violation. Any monetary penalty assessed must be paid to the city within 10 days from the date of mailing of the hearing examiner's decision or a notice from the city that penalties are due.

[Appeals Section or cite other appeal requirements elsewhere in the code if you are going to allow for that.](#)

[Reference to Addressing Standards \(e.g. USPS, Kittitas County GIS...\)](#)

Commented [CM13]: Revise to make clear who issues the penalty—code enforcement or department director?

Commented [CM14R13]: Ensure consistency in how “department,” “code enforcement,” and “hearing examiner” are used.

CLE ELUM PUBLIC SAFETY & HEALTH COMMITTEE

MINUTES

AUGUST 20, 2025

2:00 PM

119 W FIRST STREET
CLE ELUM, WA 98922

1. Call to Order/Pledge of Allegiance

Cassidy Buechle-Curtis - present
Ken Ratliff - present
Beth Williams - absent

Matthew Lundh - Mayor
Rich Albo - Police Chief
Ed Mills - Fire Chief
Mathew Bailey - Public Works Director
Debbie Lee - Clerk

2. Unfinished Business

a. Municipal Code - Addressing (fire/police)

The address code was sent to legal for review. This may take some time as it is a large document. Chair Buechle-Curtis will keep the committee updated.

3. New Business

a. July 23, 2025 Cle Elum Public Safety & Health Committee Study Session Meeting Minutes

MOTION: Committee Member Ratliff made a motion to approve the July 23, 2025, Public & Health Committee Study Session Meeting Minutes; seconded by Committee Member Buechle-Curtis.

MOTION CARRIED: 2 yes 0 no.

b. July 23, 2025, Cle Elum Public Safety & Health Committee Meeting Minutes

MOTION: Committee Member Ratliff made a motion to approve the July 23, 2025, Public Safety & Health Committee Meeting Minutes; seconded by Committee Member Buechle-Curtis.

MOTION CARRIED: 2 yes 0 no.

c. Fire Hydrant Inspections

Chair Buechle-Curtis attended a training session put on by the Public Works Director and Chief Mills regarding fire hydrants.

Public Safety & Health Committee Agenda

August 20, 2025

119 W FIRST STREET
CLE ELUM, WA 98922

Mathew Bailey stated that they are establishing a routine maintenance program for the fire hydrants with the use of a new module in the iWorQ program. This program will track and log all fire hydrants and establish an inspection routine. They are currently creating an inspection sheet that is almost complete. When inspecting the hydrants, it allows the lines to be flushed and makes sure that the hydrants are functioning properly. The training teaches how hydrants work. The Fire Department and Public Works will set up a team of staff who are competent with fire hydrants to conduct the testing.

There are about 300 hydrants.
Volunteer Firefighters are at a total of 32.

4. Other Committee Comments

5. Adjourn

The meeting was adjourned at 2:14 p.m.

Cassidy Buechle - Curtis, Chair

Debbie Lee, Clerk



INTERLOCAL AGREEMENT FOR AUTOMATIC AID BETWEEN THE CITY
OF CLE ELUM AND KITTITAS COUNTY FIRE DISTRICT #7



This Interlocal Agreement for AUTOMATIC AID ("Agreement") is entered by and between the City of Cle Elum, a municipal corporation in the State of Washington, and Kittitas County Fire District #7, a fire protection district under RCW Chapter 52.

Commented [CC1]: Fix the watermark.

These parties shall be subsequently referred to in this Agreement as ("Cle Elum") and ("Disrict #7") respectively, individually as "Party", and they shall be and collectively referred to as the ("Parties").



**INTERLOCAL AGREEMENT FOR AUTOMATIC AID BETWEEN THE CITY
OF CLE ELUM AND KITTITAS COUNTY FIRE DISTRICT #7**



WHEREAS, Cle Elum and District #7 are both independent agencies which provide fire, rescue and emergency medical services within their respective jurisdictions, and provision of such services at times can exceed the resources of a single agency; and

WHEREAS, the Parties have found it to be of mutual benefit if the services of each of their agencies

Page | 2

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**INTERLOCAL AGREEMENT FOR AUTOMATIC AID BETWEEN THE CITY
OF CLE ELUM AND KITTITAS COUNTY FIRE DISTRICT #7**



are, in some limited and predefined circumstances, extended outside of the limits of each jurisdiction into the boundaries of the other without delay; and

WHEREAS, it is necessary and desirable that each Party coordinates their efforts for the provision of Automatic Aid; and

Page | 3

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**INTERLOCAL AGREEMENT FOR AUTOMATIC AID BETWEEN THE CITY
OF CLE ELUM AND KITTITAS COUNTY FIRE DISTRICT #7**



WHEREAS, the Parties will benefit by combining their resources to train for and respond to identified “High Acuity Hazard” incidents within the Parties' jurisdictions; and

NOW, THEREFORE, in consideration of the terms and provisions herein, it is agreed by and between Cle Elum and District #7 as follows:

Page | 4

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INTERLOCAL AGREEMENT FOR AUTOMATIC AID BETWEEN THE CITY
OF CLE ELUM AND KITTITAS COUNTY FIRE DISTRICT #7



1. **Authority:** This agreement is executed pursuant to the authority provided by Chapter 39.34 RCW, known as the Interlocal Cooperation Act.

2. **Definitions:**

- a. "Apparatus" means any vehicle approved for fire suppression, medical aid, rescue operations or responding to hazardous materials incidents.

Page | 5

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**INTERLOCAL AGREEMENT FOR AUTOMATIC AID BETWEEN THE CITY
OF CLE ELUM AND KITTITAS COUNTY FIRE DISTRICT #7**



- b. "Automatic Aid" means apparatus, personnel, and resources are dispatched automatically by both Parties without delay based on written computer aided dispatch protocols at KITTCOM and the response plan as agreed upon by the Fire Chief from each Party pursuant to this agreement for "first response"; automatic aid is in effect 24 hours a day, 7 days a week.
- c. "Dual Response Area" means the area or zone within the jurisdiction of each Party



**INTERLOCAL AGREEMENT FOR AUTOMATIC AID BETWEEN THE CITY
OF CLE ELUM AND KITTITAS COUNTY FIRE DISTRICT #7**



where an Automatic Aid response will be dispatched by KITTCOM according to the written dispatch protocols as agreed upon by the Fire Chief from each Party pursuant to this agreement.

- d. "High Acuity Hazards" are those natural, human-caused, and technology caused threats to human life or property as outlined in the dispatch protocols within the Dual Response Area. Such hazards include, but are not limited to, confirmed structure



**INTERLOCAL AGREEMENT FOR AUTOMATIC AID BETWEEN THE CITY
OF CLE ELUM AND KITTITAS COUNTY FIRE DISTRICT #7**



- fires, confirmed wildland fires, confirmed vehicle fires, urgent medical emergencies such as heart attack or difficulty breathing, hazardous materials releases, and circumstances requiring the rescue of imperiled humans.
- e. "Mutual Aid" shall mean aid provided to another agency upon request, after approval is given by the responding Party, and it is not the same as Automatic Aid under this agreement.



INTERLOCAL AGREEMENT FOR AUTOMATIC AID BETWEEN THE CITY
OF CLE ELUM AND KITTITAS COUNTY FIRE DISTRICT #7



- f. "Providing Party" means the Party that provides Automatic Aid.
- g. "Requesting Party" means the Party that receives Automatic Aid.

3. Purpose: The purpose of the Agreement is to coordinate emergency response efforts between the Parties by providing for dual and automatic response to "High Acuity Hazard" incidents so that the most efficient response may be achieved in an effort to maximize available resources



**INTERLOCAL AGREEMENT FOR AUTOMATIC AID BETWEEN THE CITY
OF CLE ELUM AND KITTITAS COUNTY FIRE DISTRICT #7**



for the purpose of protecting life and property. Such cooperation may also include joint planning and other related activities.

Each Party agrees to respond to any reported High Acuity Hazard incident under Automatic Aid with the appropriate resources into the Dual Response Area of the other Party. Unlike Mutual Aid, an automatic response pursuant to this Agreement shall not require any specific request



**INTERLOCAL AGREEMENT FOR AUTOMATIC AID BETWEEN THE CITY
OF CLE ELUM AND KITTITAS COUNTY FIRE DISTRICT #7**



but shall be automatic upon dispatch by KITTCOM in accordance with established dispatch protocols and response plan as approved in writing upon agreement by the Fire Chief of each Party.

The Parties all understand and agree that the ability to render Automatic Aid may be limited due to any concurrent emergency conditions within its own jurisdiction and/or the availability



INTERLOCAL AGREEMENT FOR AUTOMATIC AID BETWEEN THE CITY
OF CLE ELUM AND KITTITAS COUNTY FIRE DISTRICT #7



of its resources at that time. In such situations, the non-responding Party should inform dispatch of its temporary limitations, and it shall be within that Party's sole discretion to provide Automatic Aid at the level of assistance it can provide.

- 4. Response Plan:** The Fire Chiefs of each Party shall coordinate to establish a written response plan regarding the deployment of personnel and apparatus in responding to Automatic Aid



INTERLOCAL AGREEMENT FOR AUTOMATIC AID BETWEEN THE CITY
OF CLE ELUM AND KITTITAS COUNTY FIRE DISTRICT #7



incidents under this Agreement. It shall be the goal of the Parties that the jurisdiction in which a High Acuity Hazard occurs is the first responding ~~party~~Party, when possible.

If the first arriving Requesting Party responders determine that they can handle the incident with their own available resources in their jurisdiction, then they shall advise the Providing Party responders that their assistance is not necessary.



**INTERLOCAL AGREEMENT FOR AUTOMATIC AID BETWEEN THE CITY
OF CLE ELUM AND KITTITAS COUNTY FIRE DISTRICT #7**



The officer in charge of the Requesting Party shall remain in command and provide general directions to all Providing Party personnel, unless command is transferred according to command protocols.

At the request of the Requesting Party, any Providing Party shall withdraw from the scene of



INTERLOCAL AGREEMENT FOR AUTOMATIC AID BETWEEN THE CITY
OF CLE ELUM AND KITTITAS COUNTY FIRE DISTRICT #7



the incident; likewise, the Providing Party will be released by the Requesting Party or incident commander as soon as their services are no longer required or when the Providing Party is needed for calls of service within their own jurisdiction.

- 5. Availability:** The Parties agree that the Automatic Aid extended under this Agreement and the response plans implementing this Agreement are to be available and furnished to each Party



**INTERLOCAL AGREEMENT FOR AUTOMATIC AID BETWEEN THE CITY
OF CLE ELUM AND KITTITAS COUNTY FIRE DISTRICT #7**



provided that such Automatic Aid does not compromise any Party's ability or capacity to respond to calls for service within its own jurisdiction.

When Automatic Aid is dispatched, the Providing Party will promptly advise of the extent of response, and provide whatever personnel, equipment, and facilities are available without jeopardizing the safety of persons or property within the Providing Party's own jurisdiction.



INTERLOCAL AGREEMENT FOR AUTOMATIC AID BETWEEN THE CITY
OF CLE ELUM AND KITTITAS COUNTY FIRE DISTRICT #7



- 6. No Obligation:** The execution of this Agreement shall not create any duty to respond on the part of either Party. Neither Party shall be held liable for failing to provide or assist in providing Automatic Aid as outlined under the terms of this Agreement. A Party has the absolute discretion to decline to provide any Automatic Aid assistance and to withdraw resources it has provided at any time without incurring penalty or liability.



INTERLOCAL AGREEMENT FOR AUTOMATIC AID BETWEEN THE CITY
OF CLE ELUM AND KITTITAS COUNTY FIRE DISTRICT #7



7. **Costs of Assistance and Return of Resources.** No Party to this Agreement shall be required to reimburse any other Party for the cost of providing Automatic Aid as set forth in this Agreement. Each Party shall pay its own costs for responding to the Automatic Aid incidents as described in this Agreement.



**INTERLOCAL AGREEMENT FOR AUTOMATIC AID BETWEEN THE CITY
OF CLE ELUM AND KITTITAS COUNTY FIRE DISTRICT #7**



However, if the Requesting Party recuperates funds expended for Emergency Assistance from private parties or State or Federal agencies, the Providing Party shall be given a share of the funds commensurate with the assistance provided.

When the Providing Party's personnel, equipment, or facilities are no longer required, or when the Providing Party advises that the resources are required within its own jurisdiction, the



INTERLOCAL AGREEMENT FOR AUTOMATIC AID BETWEEN THE CITY
OF CLE ELUM AND KITTITAS COUNTY FIRE DISTRICT #7



Requesting Party shall arrange for the return of those resources as soon as practical.

8. **Administration:** This Agreement shall be administered jointly and under consensus by the Fire Chief of each Party.
9. **Relationship of the Parties:** No agent, employee, servant or representative of either Party shall



INTERLOCAL AGREEMENT FOR AUTOMATIC AID BETWEEN THE CITY
OF CLE ELUM AND KITTITAS COUNTY FIRE DISTRICT #7



be deemed to be an employee, agent, servant or representative of the other Party for any purpose. No separate legal entity is created by this Agreement.

- 10. Indemnification:** Each Party shall indemnify, defend and hold harmless the other partyParty, its officers, agents and employees and volunteers, from and against any and all claims, injuries, damages, losses, suits or liability, including attorneys' fees, arising out of or in



INTERLOCAL AGREEMENT FOR AUTOMATIC AID BETWEEN THE CITY
OF CLE ELUM AND KITTITAS COUNTY FIRE DISTRICT #7



connection with the performance of this Agreement, except for injuries and damages caused by the negligence of the ~~indemnifying-indemnified P~~party. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of both Parties, each ~~party's-Party's~~ liability hereunder shall be only to the extent of each ~~party's-Party's~~ negligence.

Commented [CC2]: This change is important and needs to be made.



INTERLOCAL AGREEMENT FOR AUTOMATIC AID BETWEEN THE CITY
OF CLE ELUM AND KITTITAS COUNTY FIRE DISTRICT #7



It is further specifically and expressly understood that the indemnification provided herein constitutes each party's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the Parties. The provisions of this section shall survive the expiration or termination of this Agreement.



INTERLOCAL AGREEMENT FOR AUTOMATIC AID BETWEEN THE CITY
OF CLE ELUM AND KITTITAS COUNTY FIRE DISTRICT #7



Each party shall waive all claims against the other party for compensation for any property loss or damage, and/or personal injury or death occurring as a consequence of any negligent acts, conduct, instructions, or commands given by the individual that assumes command (Incident Commander) at any High Acuity Hazards incident. This provision shall not apply to any acts, conduct, instructions, or commands given by an officer in the capacity of an

Commented [CC3]: Make sure you are comfortable with the mutual liability waiver in this paragraph.



INTERLOCAL AGREEMENT FOR AUTOMATIC AID BETWEEN THE CITY
OF CLE ELUM AND KITTITAS COUNTY FIRE DISTRICT #7



incident commander, which are later determined at any time to have been grossly negligent, willful, wanton, or reckless. Each Party shall bear its own costs for any loss, injury, or damage to equipment that is not caused by the negligence of another party-Party to this Agreement.

- 11. Insurance:** Each Party shall maintain insurance, or a program of self-insurance, sufficient to be responsive to any liabilities that might arise under this Agreement, and each Party shall



INTERLOCAL AGREEMENT FOR AUTOMATIC AID BETWEEN THE CITY OF CLE ELUM AND KITTITAS COUNTY FIRE DISTRICT #7



produce certificates of insurance, if and when, required by the other Party.

12. **Initiatives and Local Budget Reductions:** The Parties recognize that ~~revenue-~~ reducing initiative(s) passed by the voters of Washington and/or local revenue reductions (i.e., loss of sales tax) and/or local government mandates may substantially reduce operating revenue of the Parties. If such an event occurs, the ~~parties~~ Parties acknowledge that either or both of them

Commented [CC4]: I deleted the hyphen, but it the intent is to hyphenate "revenue-reducing" then keep the hyphen and delete the space.



INTERLOCAL AGREEMENT FOR AUTOMATIC AID BETWEEN THE CITY
OF CLE ELUM AND KITTITAS COUNTY FIRE DISTRICT #7



may become less capable of providing assistance under this Agreement and agree to negotiate in good faith to achieve a mutually agreeable resolution in a timely fashion.

- 13. Venue:** This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is mutually understood and agreed by each Party that this Agreement shall be governed by the laws of the State of Washington, both as to



INTERLOCAL AGREEMENT FOR AUTOMATIC AID BETWEEN THE CITY
OF CLE ELUM AND KITTITAS COUNTY FIRE DISTRICT #7



interpretation and performance. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement, or any provision hereto, shall be instituted only in courts of competent jurisdiction within Kittitas County, Washington.

- 14. Compliance with Laws:** The Parties shall observe all federal, state and local laws, ordinances and regulations, to the extent that they may be applicable to the terms of this Agreement.



INTERLOCAL AGREEMENT FOR AUTOMATIC AID BETWEEN THE CITY
OF CLE ELUM AND KITTITAS COUNTY FIRE DISTRICT #7



- 15. Severability:** It is understood and agreed by the Parties hereto that if any part, term or provision of this Interlocal Agreement is held by the courts to be illegal, the validity of the remaining provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.



INTERLOCAL AGREEMENT FOR AUTOMATIC AID BETWEEN THE CITY
OF CLE ELUM AND KITTITAS COUNTY FIRE DISTRICT #7



If it should appear that any provision hereof conflicts with any statute of the State of Washington, that provision shall be deemed modified to conform to such statute.

16. Entire Agreement: The Parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are



INTERLOCAL AGREEMENT FOR AUTOMATIC AID BETWEEN THE CITY
OF CLE ELUM AND KITTITAS COUNTY FIRE DISTRICT #7



excluded.

- 17. Counterparts:** This Agreement may be executed in any number of multiple signed originals, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.



INTERLOCAL AGREEMENT FOR AUTOMATIC AID BETWEEN THE CITY
OF CLE ELUM AND KITTITAS COUNTY FIRE DISTRICT #7



18. **Agreement to be Filed:** This Agreement shall be listed by subject on each Party's website or other electronically retrievable public source according to the procedures in RCW 39.34.040.
19. **No Third-Party Beneficiary:** The Agreement is entered into for the benefit of the ~~parties~~ Parties to this Agreement only and shall confer no benefits, direct or implied, on any third persons.



INTERLOCAL AGREEMENT FOR AUTOMATIC AID BETWEEN THE CITY
OF CLE ELUM AND KITTITAS COUNTY FIRE DISTRICT #7



20. Notices and Modification: All notices shall be in writing and served either personally or by certified mail, return receipt requested to the Parties at the addresses set forth herein. This Agreement may be modified at any time in writing and by mutual agreement of the Parties.

Commented [CC5]: Need a place for addresses.

21. Term: The term of this Agreement shall commence as of the last date executed by the Parties hereto and shall continue for one (1) year or until terminated as provided for hereinafter. This



**INTERLOCAL AGREEMENT FOR AUTOMATIC AID BETWEEN THE CITY
OF CLE ELUM AND KITTITAS COUNTY FIRE DISTRICT #7**



Agreement shall automatically renew for another one (1) year term, unless either Party provides notice to the other of its intent to terminate this Agreement not less than thirty (30) days before the end of the initial term. Any ~~party~~ Party hereto may withdraw from this agreement by giving at least seventy (70) days prior written notice to the other Party.

CITY OF CLE ELUM

KITTITAS COUNTY FIRE DISTRICT #7

Page | 34

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**INTERLOCAL AGREEMENT FOR AUTOMATIC AID BETWEEN THE CITY
OF CLE ELUM AND KITTITAS COUNTY FIRE DISTRICT #7**



Mayor

Commission Chair



**INTERLOCAL AGREEMENT FOR AUTOMATIC AID BETWEEN THE CITY
OF CLE ELUM AND KITTITAS COUNTY FIRE DISTRICT #7**



Fire Chief

Fire Chief