

INTERGOVERNMENTAL COOPERATION AGREEMENT
BETWEEN KITTITAS COUNTY AND
KITTITAS COUNTY CONSERVATION DISTRICT
FOR COLLECTION OF SPECIAL ASSESSMENTS

THIS AGREEMENT is made and entered into this 16th day of October, 2007, between KITTITAS COUNTY, a political subdivision of the State of Washington, and the KITTITAS COUNTY CONSERVATION DISTRICT (“the Conservation District”), a political subdivision of the State of Washington.

WITNESSETH:

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;

WHEREAS, the County and the Conservation District are public agencies within the meaning of chapter 39.34 RCW;

WHEREAS, chapter 89.08 RCW specifically provides for the Conservation District to enter into interlocal agreements;

WHEREAS, RCW 89.08.400 provides for special assessments for conservation districts to help finance Conservation District activities;

WHEREAS, the Conservation District and the County have complied with the requirements of RCW 89.08.400 to impose a special assessment for the Conservation District, and have established a system of assessments to classify lands in the Conservation District into suitable classifications according to benefits conferred or to be conferred by the Conservation District’s activities;

WHEREAS, RCW 89.08.400 specifically provides for the Conservation District special assessments to be spread by the County Assessor as a separate item on the tax rolls and to be collected and accounted for with property taxes by the County Treasurer;

WHEREAS, RCW 89.08.400 further specifically directs the County Treasurer to deduct an amount from the collected special assessments to cover the costs incurred by the County Assessor and County Treasurer in spreading and collecting the special assessments, but not to exceed the actual cost of such work, with all remaining funds collected to be transferred to the Conservation District for use in accord with RCW 89.08.400.

WHEREAS, it is in the public interest for the parties to this Agreement to cooperate to obtain the most efficient and cost effective outcome, wherever the law so allows.

INTERLOCAL AGREEMENT BETWEEN KITTITAS COUNTY
AND THE KITTITAS COUNTY CONSERVATION DISTRICT
FOR COLLECTION OF SPECIAL ASSESSMENTS

Page 2 of 4

NOW THEREFORE, the parties agree as follows:

1. PURPOSE. The purpose of this Agreement is to acknowledge and facilitate the parties' mutual interest in establishing and collecting special assessment revenues for the Conservation District, and to deduct from the collected special assessments the actual costs incurred by the County Assessor and County Treasurer for said collection, as provided by chapter 39.34 RCW and RCW 89.08.400.
2. ADMINISTRATION. No new separate legal or administrative entity is created to administer the provisions of this Agreement.
3. SCOPE. This Agreement shall require the Conservation District to pay into the County treasury FIVE PERCENT (5%) of the total amount assessed per year by the County Assessor for the collection of said assessments.
4. DURATION OF AGREEMENT. Pursuant to RCW 89.08.400(2), the lands relating to this Agreement are subject to a special assessment period not to exceed ten (10) years beginning on January 1, 2007. However, the parties agree to reevaluate this Agreement in two years, if not sooner according to the provisions herein. The term of this Agreement shall commence with the 2007 assessment year beginning January 1, 2007, and shall continue through the 2009 assessment year ending December 31, 2009, unless sooner terminated according to the provisions herein.
5. COMPENSATION AND METHOD OF PAYMENT. The County Assessor shall place and maintain the special assessments on the Assessor's roll and the County Treasurer shall collect the funds. As compensation, the County shall be paid by the Conservation District FIVE PERCENT (5%) of the total billed amount per year. This shall be paid on December 31st of each year after the second half of taxes are due.
6. HOLD HARMLESS. Each party shall be liable and responsible for the consequences of any negligent or wrongful act or failure to act on the part of itself and of its employees. Neither party assumes responsibility to the other party for the consequences of any act or omission of any person, firm or corporation not a party to this Agreement. No liability shall attach to the County by reason of entering into this Agreement except as expressly provided herein.
7. RELATIONSHIP OF THE PARTIES. No agent, employee or representative of the County shall be deemed to be an agent, employee or representative of the Conservation District for any purpose, and the employees of the County are not entitled to any of the benefits the Conservation District provides to Conservation District employees. No agent, employee or representative of the Conservation District shall be deemed to be an agent, employee or representative of the County for any purpose, and the employees of the Conservation District are not entitled to any of the benefits the County provides to County employees.

**INTERLOCAL AGREEMENT BETWEEN KITTITAS COUNTY
AND THE KITTITAS COUNTY CONSERVATION DISTRICT
FOR COLLECTION OF SPECIAL ASSESSMENTS**

Page 3 of 4

8. 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 excluded. Further, any modification of this Agreement shall be in writing and signed by both parties. Failure to comply with any provision of this Agreement shall constitute a material breach of contract which shall be cause for termination.
9. DISPUTES. If a dispute arises between the parties concerning this Agreement, the dispute shall be referred to the Chairman of the Kittitas County Conservation District Board of Supervisors and the Chairman of the Board of the Kittitas County Commissioners for resolution. If not resolved by the Chairman of the Conservation District Board of Supervisors and the Chairman of the Board of County Commissioners within thirty (30) days of referral, either party may pursue court action under the terms of this Agreement and as authorized by Washington law.
10. 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 a waiver, in a writing signed by an authorized representative of the party and attached to the original Agreement.
11. COMPLIANCE WITH LAW. Each party hereto, in its performance of this Agreement, accepts responsibility for compliance with all applicable local, State, and Federal laws, regulations and ordinances.
12. MODIFICATION. The provisions of this Agreement may be modified or amended only by written mutual consent of the parties.
13. FILING. Executed copies of this Agreement shall be filed as required by RCW 39.34.040 prior to this Agreement becoming effective.
14. FINANCING. The method of financing of payment shall be through the County Treasurer's collection of the Conservation District's special assessments as determined by the Assessor, budgeted as a percentage of the total assessments collected pursuant to RCW 89.08.400.
15. 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, nor is it enforceable by, any third parties.
16. NON-DELEGATION / NON-ASSIGNMENT. Neither party may delegate the performance of any contractual obligation to a third party, unless mutually agreed in writing. Neither party may assign this Agreement without the written consent of the other party.

INTERLOCAL AGREEMENT BETWEEN KITTITAS COUNTY
AND THE KITTITAS COUNTY CONSERVATION DISTRICT
FOR COLLECTION OF SPECIAL ASSESSMENTS

Page 4 of 4

17. JURISDICTION AND VENUE. This Agreement has been executed and delivered within the State of Washington, and shall be governed by the laws of the State of Washington, and any action to enforce this Agreement shall be brought in Kittitas County, Washington.
18. SEVERABILITY. Any provision of this Agreement, which is prohibited or unenforceable, shall be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining provision or affecting the validity or enforcement of such provision.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

**KITTITAS COUNTY
CONSERVATION DISTRICT**

607 East Mountain View
Ellensburg, WA 98926

By: *Mark Moore* DATED: 9/13/07
Mark Moore, Chairman, Board of Supervisors

KITTITAS COUNTY BOARD OF COMMISSIONERS

205 West 5th Avenue, Room 108
Ellensburg, WA 98926

ABSENT

BOARD CHAIRMAN DATED: 10/16/07

David B. Bower
COMMISSIONER

[Signature]
COMMISSIONER

attest:

Jane A. Kjosnik
Clerk of the Board

