

INTERGOVERNMENTAL COOPERATION AGREEMENT
BETWEEN KITTITAS COUNTY AND
KITTITAS COUNTY CONSERVATION DISTRICT

FOR USE OF COUNTY ACCESSIBLE VOTING UNITS
FOR DISABLED PERSONS VOTING
IN KITTITAS COUNTY CONSERVATION DISTRICT ELECTIONS

THIS AGREEMENT is made and entered into this 19th day of January, 2011, 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 89.08.190 and 89.08.200 provide that the Conservation Commission is responsible for establishing procedures for its election of members of the Conservation District Board of Supervisors, with elections to be held annually to fill three-year positions of a district's three supervisors;

WHEREAS, effective November 19, 2010, new rules were adopted into the Washington Administrative Code at chapter 135-110 WAC, setting forth election procedures for conservation districts;

WHEREAS, WAC 135-110-240 provides that the Conservation District supervisors must assure fair treatment of candidates and voters, provide privacy in voting, and comply with all election procedures set forth in chapter 135-110 WAC;

WHEREAS, WAC 135-110-250 provides that disabled voters must be offered a voting method accessible to them;

WHEREAS, the Conservation District does not have available voting equipment that complies with this requirement, whereby disabled voters may utilize such equipment to assure privacy in voting, but the County does have such equipment and the ability to operate and maintain it;

WHEREAS, the Conservation District is desirous of utilizing the county accessible voting equipment for the purpose of complying with the new election rules applicable to conservation districts;

WHEREAS, the Conservation District must still fulfill its own requirements required by chapter 135-110 WAC related to other aspects of conservation district elections;

WHEREAS, it is in the public interest and in the mutual interest of the parties for the County, in return for stated consideration from the Conservation District, to provide accessible voting equipment to disabled voters of the County who reside within the Conservation District;

WHEREAS, the Conservation District desires to make available to all Conservation District voters the accessible voting equipment operated and maintained by the County, subject to the terms and conditions stated below.

NOW, THEREFORE, the parties agree as follows:

1. **PURPOSE.** The purpose of this Agreement is to acknowledge and facilitate the parties' mutual interest in complying with the privacy requirements attendant to the right to vote, and in making available to disabled voters of the Conservation District the County's accessible voting equipment which will ensure privacy in voting.
2. **ADMINISTRATION.** No new separate legal or administrative entity is created to administer the provisions of this Agreement.
 - a. The Conservation District's administrator or point of contact for purposes of this Agreement to provide direction to the Kittitas County Elections Supervisor shall be as follows:

Anna Lael, District Manager
Kittitas County Conservation District
607 E. Mountain View
Ellensburg, WA 98926
Phone: (509) 925-8585
Fax: (509) 925-8591

- b. The point of contact for the Kittitas County Auditor's Office, Elections Division, to receive direction from the Conservation District for purposes of this Agreement, shall be the County Elections Supervisor as follows:

Sue Higginbotham
Kittitas County Elections Supervisor
205 West 5th Avenue, Suite 105
Ellensburg, WA 98926
Phone: (509) 962-7631
Fax: (509) 962-7687

3. SCOPE. This agreement contemplates that the County Elections Supervisor will: (a) expend time to program the accessible voting units with current election information provided by the Conservation District; (b) tally the votes obtained through the accessible voting machines; and (c) consult with poll workers as necessary to answer questions concerning operation of the equipment. Upon completion of the voting and tallying process, the County Elections Supervisor will report the results to the Conservation District in accord with law.
4. COMPENSATION BY THE CONSERVATION DISTRICT TO THE COUNTY.
- a. Pursuant to the costs allowed by the Budget and Accounting Reporting System (BARS) Manual, the Conservation District will reimburse the County for costs associated with providing disabled voters with access to the equipment.
- b. Allowable costs shall include the following:
- i. Adjusted general costs as set forth in the BARS Manual including the following:
1. Personnel costs billed as an hourly computation to the Conservation District, including wages and benefits attributed to: (a) actual time expended by the County Elections Supervisor to program the accessible voting units with current election information provided by the Conservation District; (b) consultation with poll workers as necessary to answer questions concerning operation of the equipment; and (c) tallying of the votes voted through the machine;
 2. Supplies attributed to the Conservation District's participation in the election, to include such items as stationery, forms, cards, pencils, seals, etc.;

3. Printing and binding if so requested by the Conservation District and if such costs are incurred by the County on the Conservation District's behalf;
 4. Other costs as allowed by the BARS Manual, if expended on behalf of the Conservation District to fulfill conditions necessary to provide access to and use of the accessible voting equipment by disabled voters.
 - ii. A flat fifteen (15) percent of the adjusted general costs allowable for overhead, as provided in the BARS Manual and set forth above. No depreciation charge or use charge will be made.
 - c. Payment by the Conservation District to the County shall be made within thirty (30) days after billing by the County.
5. DURATION OF AGREEMENT – TERMINATION. This Agreement shall remain in force until cancelled by either party in writing. The County reserves the right to cancel this Agreement in the event of the Conservation District's nonpayment of reimbursable costs billed by the County to the Conservation District, upon thirty (30) days written notice by the County to the Conservation District, sent certified mail, return receipt requested.
 6. 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.
 7. NON-DELEGATION / NON-ASSIGNMENT. Neither party may delegate the performance of its contractual obligation hereunder to a third party, unless mutually agreed in writing. Neither party may assign this Agreement without the written consent of the other party.
 8. COMPLIANCE WITH LEGAL REQUIREMENTS. Each party shall comply with all federal, state and local laws, rules, regulations and ordinances applicable to the performance of this Agreement, including without limitation, all those pertaining to wages and hours, confidentiality, disabilities, and discrimination.

9. 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 its employees. Neither party assumes responsibility to the other party for the consequences of any act or admission of any person, firm or corporation not a party to this agreement.
10. CHANGES, MODIFICATIONS, AMENDMENTS AND WAIVERS.
- a. This Agreement may be changed, modified, amended or waived only by written agreement signed by the parties and adopted by the Kittitas County Board of Commissioners and the Conservation District.
 - b. Any waiver of a term or condition of this Agreement shall apply only to the specific act, occurrence or omission and shall not constitute a waiver as to any other term or condition or future act, occurrence or omission.
 - c. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.
11. INTERPRETATION. This Agreement has been submitted to the review of all parties and their counsel, if desired, and it shall be given a fair and reasonable interpretation in accord with its words, without consideration or weight given to its being drafted by any party or its counsel. All words used in the singular shall include the plural; the present tense shall include the future tense; and the masculine gender shall include the feminine and neuter gender.
12. GOVERNING LAW AND VENUE.
- a. This Agreement shall be governed by the laws of the State of Washington, and venue shall be in Kittitas County, Washington.
 - b. If any legal action or other proceeding is brought for enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, each party shall pay its own attorney fees incurred in that action or proceeding.
13. SEVERABILITY. Any provision of this agreement, which is prohibited or unenforceable, shall be ineffective to the extent of such prohibition or unenforceability, without affecting the validity or enforcement of the remaining provisions.
14. ENTIRE AGREEMENT. This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding

the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

15. FILING. Executed copies of this Agreement shall be filed as required by RCW 39.34.040 prior to this Agreement becoming effective.

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:  Dated: 1/27/11
Chairman, Board of Supervisors

KITTITAS COUNTY BOARD OF COMMISSIONERS

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

 Dated: 01/19/2011
Board Chair


Vice Chair


Commissioner

Approved as to Form:

Deputy Prosecuting Attorney



Interlocal Cooperation Agreement
For Use of Disabled Voting Units for
Conservation District Elections