INTERLOCAL COOPERATIVE AGREEMENT BETWEEN KITTITAS COUNTY WEED BOARD AND KITTITAS COUNTY WEED DISTRICT #2 FOR A COORDINATED INTEGRATED PEST MANAGEMENT PROGRAM

THIS AGREEMENT is made and entered into by and between Kittitas County, through the Kittitas County Weed Board ("Weed Board"), and Kittitas County Weed District #2 ("Weed District") pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT.

ARTICLE I
PURPOSE

1.01 The purpose of this agreement is to promote a coordinated IPM (Integrated Pest Management) program in Kittitas County and to provide the landowners with a coordinated effort that advances a county wide IPM program for the control of noxious weeds.

1.02 The purpose of this agreement is to also allow the Weed District to purchase equipment through a bid, proposal or contract awarded by the Weed Board. This 'piggybacking' will be in compliance with RCW 39.34.030(5)(b). Each party reserves the right to contract independently for the acquisition of said goods without notice to the other party and shall not bind or otherwise obligate the other party to participate in the activity. The parties each reserve the right to exclude the other from any particular purchasing contract with or without notice.

ARTICLE II
SERVICES BY THE WEED BOARD

2.01 Under the terms of this agreement, Weed Board agrees to provide the following services:

A. Recruit and train weed inspectors and support staff for the purpose of enacting the weed list and weed control policies of Weed District pursuant to RCW 17.04 and RCW 17.10.

B. Coordinate and implement IPM practices on all lands under the jurisdiction of Weed District.

C. Conduct educational programs and provide information and recommendations to assist landowners in their efforts to control noxious weeds.

D. Require the Weed Inspector to keep a daily log as to landowner contacts, species of noxious weeds encountered, and record locations of weed infestations.

E. Require the Weed Inspector to respond to all landowner complaints.

F. Require the Weed Inspector to meet with said Weed District as requested to discuss progress and IPM strategies within the district.

G. At the discretion of the district enforce on landowners who fail to comply with RCW 17.04 and RCW 17.10 and to use the best IPM practice to accomplish said enforcement.

H. Pay for all Weed Inspector wages, benefits, and insurance.

I. Provide a vehicle, fuel and repairs, office space, and supplies as required for the Weed Inspector and support staff to accomplish their duties pursuant to RCW 17.04 and RCW 17.10.

2.02 Weed District will follow Kittitas County's own statutory requirements as well as RCW 39.34.030(5)(b) when bidding or awarding purchase contracts which the Weed District is piggybacking onto for equipment.

ARTICLE III
ADMINISTRATION

3.01 ADMINISTRATOR. The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the party making the change shall notify the other party.

3.01.01 The Weed Board representative shall be the Noxious Weed Program Coordinator.

3.01.02 The Weed District representative shall be Tom Brunson.

ARTICLE IV
DURATION AND RENEWAL OF AGREEMENT

4.01 DURATION AND RENEWAL. This Agreement shall be effective when executed by both parties and shall continue for the calendar year 2013, ending December 31, 2013. Both parties can annually review this agreement for renewal for the following year.

ARTICLE V
COMPENSATION TO THE WEED BOARD

5.01 COMPENSATION. To compensate the Weed Board for the aforementioned services, the Weed District agrees that the starting date for said services to be March 1, 2013 and the ending date to be September 30, 2013. The number of hours of service per week is to range from 35 to 45 hours, and the number of weeks of service for the calendar year of 2013 to be 30. The rate of compensation to be $26.74 per hour for 1200 hours of contracted services for the calendar year 2013. The Weed District will pay the amount of $16,044.00 on dates May 1, 2013 and November 1, 2013 for services provided to the Weed District by the Weed Board during the calendar year 2013. The Weed District will also pay for the additional costs of enforcement actions as set forth in RCW 17.04 and RCW 17.10.

5.02 COMPENSATION FOR EQUIPMENT PURCHASE CONTRACTS. The Weed District shall compensate the Weed Board for the price plus any tax and miscellaneous costs, including but not limited to shipping, for purchases made under any bid or contract awarded for equipment onto which the Weed District has piggybacked.

5.03 INVOICES. The Weed District shall pay the amount invoiced and due within thirty (30) days after billing.

ARTICLE VI
PERFORMANCE OF AGREEMENT

The Weed Board and Weed District hereby jointly agree to the following:

6.01 WORKWEEK. Unless otherwise specified in this Agreement, the Weed Inspector's workweek will be 40 hours, Monday through Friday, with no overtime allowed. The majority of the Weed Inspector's time will be spent in the field conducting inspections.

6.02 ENFORCEMENT ESTIMATES. All enforcements will require an estimate of costs and the Kittitas County Noxious Weed Control Board Coordinator will inform the chairman of the Weed District board of directors of these estimates.

6.03 ENFORCEMENT COLLECTION. It will be the obligation of the Weed Board to collect all enforcement funds or to file the tax lien as required by RCW 17.04 and RCW 17.10. If monies from the Weed District are used, the funds are to be returned to the Weed District within 10 days of collection

6.04 ENFORCEMENT FUNDING. At the discretion of the Kittitas County Noxious Weed Control Board of Directors, enforcement actions may be financed by said Board with the provision that all reimbursed funds will be returned to the Weed Board within 10 days of such collection.

6.05 COMPLIANCE WITH ALL LAWS. 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.

6.06 MAINTENANCE AND AUDIT OF RECORDS. Each party shall maintain books, records, documents and other materials relevant to its performance under this Agreement. These records shall be subjected to inspection, review and audit by either party or its designee, and the Washington State Auditor's Office. Each party shall retain all such books, records, documents and other materials for the applicable retention period under federal and Washington law.

6.07 TREATMENT OF ASSETS AND PROPERTY. No fixed assets or personal or real property will be jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement.

6.08 IMPROPER INFLUENCE. Each party agrees, warrants and represents that it did not and will not employ, retain or contract with any person or entity on a contingent compensation basis for the purpose of seeking, obtaining, maintaining or extending this Agreement. Each party agrees, warrants and represents that no gratuity whatsoever has been or will be offered or conferred with a view towards obtaining, maintaining or extending this Agreement.

6.09 CONFLICT OF INTEREST. The elected and appointed officials and employees of the parties shall not have any personal interest, direct or indirect, which gives rise to a conflict of interest.

ARTICLE VII
INDEMNIFICATION

7.01 INDEMNIFICATION. Each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of their officials, officers, agents, or employees to the fullest extent required by law, and further agrees to save, indemnify, defend, and hold the other party harmless from any such liability. It is further provided that no liability shall attach to the parties by reason of entering into this contract except as expressly provided herein.

ARTICLE VIII
DISPUTES

8.01 TIME. Time is of the essence of this Agreement

8.02 GOVERNING LAW AND VENUE. This Agreement shall be governed exclusively by the laws of the State of Washington. The Kittitas County Superior Court shall be the sole proper venue for any and all suits brought to enforce or interpret the provisions of this Agreement.

8.03 ATTORNEY'S FEES. If any legal action or other proceeding is brought for the 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's fees incurred in that action, arbitration or proceeding.

ARTICLE IX
TERMINATION

9.01 TERMINATION. Any party hereto may terminate this Agreement upon thirty (30) days notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the party's last known address for the purposes of giving notice under this paragraph. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination. It is further agreed that either party, by a majority vote of its board of directors may terminate this agreement on December 31 of said year.

ARTICLE X
GENERAL PROVISIONS

10.01 CHANGES, MODIFICATIONS, AMENDMENTS AND WAIVERS. This agreement can be reviewed and mutually amended in writing as needed by the board members of the participating parties. 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. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.

10.02 ASSIGNMENT. Neither party may assign its rights or delegate its duties under this Agreement, whether by assignment, further, subcontract or other means. Any such attempted assignment or delegation shall be void and shall constitute a material breach of this Agreement.

10.03 SEVERABILITY. In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.

10.04 ENTIRE AGREEMENT. This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached. 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.

10.05 FILING. Pursuant to RCW 39.34.040, This Agreement shall be filed with the Kittitas County Auditor or, alternatively, posted on the County's website.

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of _____, 2013.

_____ Date: _____
Mary Morgan, Chairperson
Kittitas County Noxious Weed Control Board

_____ Date: _____
Tom Brunson, Chairperson
Kittitas County Weed District No. 2

_____ Date: _____
Obie O'Brien, Chairperson
Kittitas County Board of Commissioners

ATTEST:

_____
Julie Kjorsvik, Clerk of the Board

APPROVED AS TO FORM:

_____
Zera Holland Lowe
Deputy Prosecuting Attorney, Civil Division