

**Interlocal Agreement between Kittitas County, Washington,
and the Kittitas County Conservation District**

This Agreement is made and entered into by and between Kittitas County, a legal subdivision of the State of Washington ("County"), and Kittitas County Conservation District, a legal subdivision of the State of Washington ("District").

WHEREAS, chapters 89.08 RCW and 39.34 RCW authorize the District and the County to enter into agreements with one another for joint or cooperative action; and

WHEREAS, pursuant to chapter 89.08 RCW, the County Board of Commissioners approved a system of rates and charges on property within the District to fund District activities; and

WHEREAS, this Agreement describes and defines the process for collecting and distributing the revenues from the rates and charges authorized by Chapter 89.08 RCW;

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

NOW, THEREFORE, the District and the County agree as follows:

I. PURPOSE

The purpose of this Agreement is to describe and define the process for collecting and distributing the rates and charges on property within the District, and to deduct from the collected rates and charges the actual costs incurred by the County Assessor and County Treasurer for said collection, as allowed by RCW 89.08.405(6).

II. DURATION AND EFFECTIVE DATE OF AGREEMENT

This Agreement shall be effective upon adoption of the authorizing action by the last governing body to act. The lands relating to this Agreement are subject to rates and charges for a period not to exceed ten (10) years. The term of this Agreement shall commence with the 2017 tax collection year (2016 assessment year) beginning January 1, 2017, and shall continue through the 2026 tax collection year (2025 assessment year) ending December 31, 2026, unless sooner terminated according to the provisions herein.

III. ADMINISTRATION

No new separate legal or administrative entity is created to administer the provisions of this Agreement. This Agreement shall be administered jointly by the County Assessor, the County Treasurer, and the District Manager.

IV. FUNDING

Funding for this Agreement shall be obtained from the rates and charges on property within the District, as collected by the County Treasurer.

V. RESPONSIBILITIES OF THE COUNTY

A. Approval of System of Rates and Charges:

1. The County has approved a system of rates and charges for a ten (10) year period for the benefit of the District in accordance with the requirements of RCW 89.08.405, to fund the District's conservation programs and activities.

B. Authorized Collection Fees:

1. The County Treasurer is authorized to deduct five percent (5%) of the funds collected, under the system of rates and charges approved by the County, to cover the costs incurred by the County Treasurer and County Assessor in spreading and collecting the rates and charges; provided, however, that any portion of such amount in excess of the actual costs of such work shall be transferred to the District to be used at the discretion of the District.

C. Cooperation and Collaboration with the District:

1. County agencies will make a good faith effort to assist the District, as requested and as resources allow. The Director of Public Works or the Director's designee shall constitute the ongoing point of contact to promote periodic communications with the District. The District and the County will work to establish a process that will provide for communications and discussions between the District Board of Supervisors and the Board of County Commissioners.

VI. RESPONSIBILITIES OF THE DISTRICT

A. Scope of Work. The District shall administer the program and expenditures pursuant to the District's Budget and Estimate of Revenues approved by the Board of County Commissioners.

B. Financial & Program Reporting. The District shall produce reports summarizing the work performed, expenditures incurred, and revenues collected; providing an evaluation of the performance and results of the work performed according to this Agreement; and estimating the projected revenues and expenditures for the next time period. Reports shall be provided to the members of the Board of County Commissioners. These reports shall include, but not be limited to, the following information:

- A description of work performed during the period and progress made to date, including expenditure data and monitoring data or performance

indicators that reflect expenditures as set forth in the District's Budget and Estimate of Revenues approved by the Board of County Commissioners.

- Description of any adverse conditions that have affected the program objectives and/or time schedules, and actions taken to resolve these issues.
- An accounting of the revenues compared with expenditures for the current reporting period and as projected for the next reporting period.
- Financial & Program Reports containing the above information are due May 15 and shall cover a program and financial summary of the previous calendar year.

C. Accounting.

1. Fund Accounts. The District shall maintain a separate fund or account detailing the funds collected by the County Treasurer. Separate accounting shall be made for each program or activity identified in the District's Budget and Estimate of Revenues approved by the County.
2. District Administrative Costs. The District's administrative costs shall be linked to the specific program or activity most closely related to their use, when practicable, or prorated across all activities and jurisdictions, in the case of general operating expenses.

- D. Maintenance of Records. The District shall maintain all books, documents, receipts, invoices, and records, including payroll records, necessary to sufficiently and properly reflect the expenditures of the Rates Fund. The accounting records shall provide for a separate recording and reporting of all Rate Fund receipts and expenditures. Financial records pertaining to matters authorized by this Agreement are subject to inspection and audit by representatives of County or the State Auditor upon request. In addition, financial reports shall be audited on a schedule as determined by the protocols and recommendation of the State Auditor. Financial records shall be preserved and made available to the County and its agents for a period of six (6) years after the last expenditure of funds, or in the event of an audit, records shall be kept until the audit is completely resolved.

E. Roll, Appeal, Refunds, Mailing to Tax Exempt Parcels & Defense.

1. The District shall at its expense prepare a roll setting forth each parcel to be charged and the amount of unpaid charges for each parcel to be charged, and timely transmit the same to the County Assessor and County Treasurer for collection in the manner authorized for collection of property taxes.
2. The District shall at its expense conduct and determine any appeal of rates and charges pursuant to RCW 89.08.405, and promptly transmit to the County Assessor and County Treasurer any revision to the roll to be collected by the County Treasurer, and the District shall refund any amount paid which it determines upon appeal to be in error.
3. The District shall promptly transmit to the County Assessor and County Treasurer any change in the classification of parcels, application of use

codes, and charge applicable to any parcels after transmission of its roll described under subsection 1. above.

VII. GENERAL PROVISIONS

- A. Notice. Except as set forth elsewhere in this Agreement, for all purposes under this Agreement, except service of process, notice shall be given by the District to the Kittitas County Board of Commissioners, 205 W 5th Ave Ste 108, Ellensburg WA 98926-2887. Notice to the District for all purposes under this Agreement shall be given to the Chair of the Board of Supervisors and to the District Manager, 2211 W Dolarway Rd, Ste 4, Ellensburg WA 98926.
- B. Compliance with Laws. The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations applicable to the performance of this Agreement.
- C. Defense and Indemnity. The District shall defend and indemnify the County from any claim or challenge to the rates and charges contained in the roll provided to or collected by the County Assessor and County Treasurer for the benefit of the District. Moreover, the District agrees to defend, indemnify and save harmless the County, its appointed and elective officers and employees, from and against all loss or expense, including, but not limited to, judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the District, his/her subcontractors, its successor or assigns, or its or their agent, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials or employees. It is further provided that no liability shall attach to the County by reason of entering into this Agreement, except as expressly provided therein.
- D. Industrial Insurance Waiver. With respect to the performance of this Agreement and as to claims against the County, its officers, agents and employees, the District expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the District. This waiver is mutually negotiated by the parties to this Agreement.
- E. Termination. This Agreement may be terminated by either party on forty-five days (45) advance written notice, effective upon the expiration of the notice period.

- F. Relationship Of The Parties. No agent, employee or representative of the County shall be deemed to be an agent, employee or representative of the District for any purpose, and the employees of the County are not entitled to any of the benefits the District provides to District employees. No agent, employee or representative of the District shall be deemed to be an agent, employee or representative of the County for any purpose, and the employees of the District are not entitled to any of the benefits the County provides to County employees.
- G. 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.
- H. Disputes. If a dispute arises between the parties concerning this Agreement, the dispute shall be referred to the Chair of the District's Board of Supervisors and the Chair of the Board of the County Commissioners for resolution. If not resolved by the Chairs within thirty (30) days of referral, either party may pursue court action under the terms of this Agreement and as authorized by Washington law.
- I. 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.
- J. Modification. The provisions of this Agreement may be modified or amended only by written mutual consent of the parties.
- K. Filing. Executed copies of this Agreement shall be filed as required by RCW 39.34.040 prior to this Agreement becoming effective.
- L. 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.
- M. 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.
- N. 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.

- O. 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.

**KITTITAS COUNTY
CONSERVATION DISTRICT**

Approved:

Maureen Moran 10/04/2016
Chair Date

**KITTITAS COUNTY
BOARD OF COMMISSIONERS**

Approved:

David J. Stein
Chair Date 9/20/16

Attest
[Signature]
Clerk of the County Board of Commissioners

The seal of Kittitas County, Washington, is circular with a double-line border. The text "KITTITAS COUNTY COMMISSIONERS" is written along the top inner edge, and "KITTITAS COUNTY WASHINGTON" is written along the bottom inner edge. The seal is partially obscured by the signature and text of the attestation.