

**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") for the purpose of establishing the roles and responsibilities of the County and the District with respect to the authorization for and collection of funds from a system of rates and charges as authorized by Chapter 60, Laws of 2012 and Chapter 88, Laws of 2015.

WHEREAS, the District was established pursuant to Chapter 89.08 RCW to provide for the public health, safety and welfare, including the protection of natural resources in the County; and

WHEREAS, for over 70 years, the District has assisted landowners and local governments as they face natural resource management challenges relating to agriculture, water quantity and quality, soil health and erosion, forestry, wildfire, salmon recovery and other natural resource issues; and

WHEREAS, Chapter 60, Laws of 2012, Chapter 88, Laws of 2015 and Chapter 89.08 RCW authorizes the County to approve and collect rates and charges (collectively, "rates") on property within the District to fund District activities; and

WHEREAS, the rate revenue will allow the District to exercise its authority, including the continued protection of the public health, safety and welfare and protection and conservation of natural resources throughout Kittitas County and participating cities and towns; obtaining grant funding and supporting local programs; addressing water quality and conservation programs related to water supply and priority salmon species; soil erosion and health; forest health and wildfire risk reduction; range and wildlife and, providing for other natural resource protection requirements and needs, such as the protection and conservation of farm land; and

WHEREAS, the Kittitas County Board of Commissioners adopted Ordinance No. 2016-\_\_\_\_, to approve a system of rates, known as the Rates, pursuant to Chapter 89.08 RCW; and

WHEREAS, the District and the County are authorized to contract, including pursuant to RCW 89.08.220(11), RCW 36.01.010, RCW 36.32.120 and Chapter 39.34 RCW, and to enter into agreements with one another for joint or cooperative action; and

WHEREAS, this Agreement describes and defines the mutual understanding of the parties made with the intention of approving and implementing a program for distributing the revenues from the Rates authorized by Chapter 89.08 RCW and approved by Kittitas County Ordinance No. 2016-\_\_\_\_; and

WHEREAS, this Agreement is authorized by Kittitas County Ordinance No. 2016-\_\_\_\_.

NOW, THEREFORE, for the mutual benefits to be derived by both parties, the parties enter into the following Agreement:

## **I. PURPOSE**

The purpose of this Agreement is to establish the roles and responsibilities of the County and the District with respect to the authorization of, and use of funds from, a system of rates, known as the Rates, for the District.

## **II. CONTENT OF THIS AGREEMENT**

This Agreement consists of the following documents:

- A. Interlocal Agreement; and
- B. Exhibit X to Ordinance No. 2016-\_\_\_\_, Proposed Budget and Estimate of Revenues. Such Proposed Budget shall only be proposed and shall be adjusted on annual basis as determined by the District and reviewed by the County.

## **III. FUNDING**

Funding for the subject of this Agreement, the District's Programs, shall be obtained from the rate revenues authorized by Ordinance No. 2016-\_\_\_\_, as collected by the Kittitas County Treasurer for subject properties in unincorporated Kittitas County and participating cities and towns.

## **IV. 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 as described in Exhibit X, Proposed Budget and Estimate of Revenues.
- B. Authorized Collection Fees:
  - 1. The Kittitas County Treasurer is authorized to deduct five percent 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. Any agency of the County that has expertise which may be of use to the District 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.

## V. RESPONSIBILITIES OF THE DISTRICT

- A. Scope of Work. The District shall administer the program and expenditures pursuant to Exhibit X, Proposed Budget and Estimate of Revenues.
- 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 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 Exhibit X, Proposed Budget and Estimate of Revenues.
  - 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 Kittitas County Treasurer. Separate accounting shall be made for each program or activity identified in Exhibit X.
  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 pursuant to Kittitas County Ordinance No. 2016-\_\_\_, 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 a. above.
  4. The District shall defend and indemnify the County from any claim that Kittitas County Ordinance No. 2016-\_\_\_ is unlawful or excessive, and from any other challenge to rates and charges contained in the roll provided to or collected by the County Assessor and County Treasurer for the benefit of the District.

## VI. 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 District 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 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. Term and Effective Date. This Agreement shall be effective upon adoption of the authorizing action by the last governing body to act, and remain in effect the period of rate collection authorized under County Ordinance No. 2016\_\_\_\_.

**KITTITAS COUNTY CONSERVATION DISTRICT**

**KITTITAS COUNTY**

Approved:

Approved:

\_\_\_\_\_

Date

Mark Moore  
Chair, Board of Supervisors

\_\_\_\_\_

Date

Obie O'Brien  
Chair, Board of Commissioners

Approved as to Form:

\_\_\_\_\_

Deputy Prosecuting Attorney                      Date