

**INTERLOCAL COOPERATION AGREEMENT BETWEEN
WHITMAN COUNTY AND PALOUSE CONSERVATION DISTRICT**

THIS INTERLOCAL COOPERATION AGREEMENT ("Agreement") is made and entered into by and between, Palouse Conservation District, hereinafter referred to as "DISTRICT", and Whitman County, hereinafter referred to as "COUNTY", both political subdivisions of the State of Washington and jointly referred to as "The Parties".

I. RECITALS

Whitman County is a political subdivision of the State of Washington; and constitutes a public agency as defined in RCW 39.34.020(1).

The District is a conservation district created pursuant to Chapter 89.08 RCW; and constitutes a public agency as defined in RCW 39.34.020(1).

The Parties find it mutually beneficial to enter into this Agreement.

THEREFORE, it is mutually agreed that:

II. PURPOSE

The purpose of this Agreement is for Palouse Conservation District (DISTRICT) or Whitman County (COUNTY) to be able to provide labor, equipment, materials, services, or other goods to the other entity, provided:

- A. No obligation in this Agreement shall limit the DISTRICT in fulfilling its responsibilities otherwise defined by law; and,
- B. No obligation in this Agreement shall limit the COUNTY in fulfilling its responsibilities otherwise defined by law; and,
- C. No new separate legal or administrative entity is created to administer the provisions of this Agreement; and,
- D. This Agreement is intended for the benefit of the parties and is not intended to create any third party beneficiaries.

III. SERVICES AND CONTRACT MANAGEMENT

Either Party may provide labor, equipment and materials (including contract "piggybacking"), as requested by the other party, necessary for the completion of specific mutually agreed-to tasks. The scope of the services for individual work tasks shall be documented through a work order or written authorization from the requesting Party to the supplying Party. Agreement on the scope of services and compensation can only be established or modified in writing by mutual consent of the Parties.

The Parties hereby appoint the following individuals, or their designees, as their representatives for the purpose of managing the provisions of the Agreement:

WHITMAN COUNTY (COUNTY):

Mark Storey
Department of Public Works
P.O. Box 430, Colfax, WA 99111 ph. 509-397-4622

Palouse Conservation District (DISTRICT):

Jennifer Boie
Palouse Conservation District Director
1615 NE Eastgate BLVD, Suite H, Pullman, WA 99163 ph. 509-332-4101

IV. COMPENSATION

The Party receiving goods and service agrees to compensate the Party supplying the goods and services, as requested by the supplying Party. Reimbursement for such work will not be made until the services are accepted by the receiving Party. The services shall be billed on the following basis:

Staff:

The actual cost of Staff Labor and Fringe Benefits, and an optional rate for overhead thereon based on the rate approved by the COUNTY's Board of County Commissioners for interagency or interdepartmental work (typically 10%). The actual cost of Staff Labor and Fringe Benefits, and an optional rate for overhead thereon based on the rate approved by the DISTRICT's Board for interagency or interdepartmental work (typically 10%).

Equipment/Vehicles:

Equipment rates for the COUNTY are based on the rate approved by the Public Works Director and presented to the Board of County Commissioners for interagency or interdepartmental work. The rate for light vehicles (cars and pickups) shall be equal to or less than the rate approved by the Board of County Commissioners for interagency or interdepartmental vehicle charges. Equipment rates for the DISTRICT are based on the rate approved by the District Director and presented to the Conservation District Board for interagency or interdepartmental work. The rate for light vehicles (cars and pickups) shall be equal to or less than the rate approved by the Board of County Commissioners for interagency or interdepartmental vehicle charges.

Materials/Supplies

The actual cost of materials and supplies used in the project. Costs must be supported by invoice copy and an optional mark-up thereon or by a mutually agreed upon "fair market" value. Any markup by the COUNTY shall be based on the rate approved by the Public Works Director for the COUNTY for interagency or interdepartmental work, however the rate must be equal to or less than 15% of material cost. Any markup by the DISTRICT shall be based on the rate approved by the District Director for the Conservation District for interagency or interdepartmental work, however the rate must be equal to or less than 15% of material cost.

All costs must be itemized by date, employee, hours worked, vendor, material, amount and overhead, if any. Supporting documentation of expenses or overhead and mark-up rate calculations shall be supplied to the receiving party upon request. No labor may be sub-let without prior approval of both Parties.

The receiving Party will make payment to the supplying Party within 45 days of receipt of bill for requested services, provided the bill and supporting documentation clearly identify the services performed and costs incurred, and that the services as requested have been accomplished.

V. ADMINISTRATION, AUDIT AND INSPECTION

This Agreement will be mutually administered by both Whitman County and Palouse Conservation District. Both Parties will maintain records pursuant to this Agreement in accordance with generally accepted accounting principles and practices consistently applied. Each Party's records shall be available for inspection and audit by the other Party and by the State Auditor's Office.

VI. INDEPENDENT CONTRACTOR AND NONASSIGNMENT

The services provided under this Agreement are considered by both parties to be those of an independent contractor. Employees of both Whitman County and Palouse Conservation District are and will remain employees of their respective Party. Neither Party shall subcontract, assign or delegate any of the rights, duties or obligations covered by this Agreement to any other Party without prior express written consent by the other Party.

VII. INDEMNIFICATION AND INSURANCE

In the event of liability for injury to persons or property arising from any acts done, or failures to act, pursuant to this agreement by either or both parties, each party shall be liable for the actions or failures to act of the party's employees, or for their proportionate share of liability in the event that there are multiple causes or employees of both parties are determined to be at fault.

Both Whitman County and Palouse Conservation District shall carry, for the duration of this Agreement, a minimum of \$5,000,000 insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the their own Party, its agents, representatives, employees or subcontractors.

VIII. AMENDMENT AND WAIVER

Whitman County and Palouse Conservation District may mutually agree to amend this Agreement. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind both entities. 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 past or future act, occurrence or omission.

IX. CHOICE OF LAW AND VENUE

This Agreement will be governed by the laws of the State of Washington, both as to the interpretation and performance. Any action at law, suit in equity or other judicial proceeding for the enforcement of this Agreement may be instituted only in a court of competent jurisdiction in the State of Washington.

X. INTEGRATION CLAUSE

This instrument embodies the whole Agreement of the parties. There are no promises, terms, conditions or obligations other than those contained in this Agreement. This Agreement supersedes all previous communications, representations or agreements, either oral or written, between parties.

XI. TERM AND TERMINATION

This Agreement shall remain in full force and effect indefinitely unless otherwise modified or terminated as provided herein. The term of this Agreement shall commence December 1, 2020.

Either party may terminate this Agreement by giving the other party at least thirty (30) days advance written notice. If this Agreement is so terminated, the parties shall be liable only for performance in accordance with the terms of this Agreement up until the effective date of termination.

XII. PROPERTY AND EQUIPMENT

Upon termination or non-renewal of this Agreement, all property purchased by either the COUNTY or by the DISTRICT in furtherance of this Agreement shall remain the property of that entity. Any property loaned or borrowed through the course of this agreement shall be returned to its owner upon termination or non-renewal of this Agreement.

XIII. DISPUTES

In the event that a dispute arises under this Agreement, it will be resolved in the following manner: Both Whitman County and Palouse Conservation District will each individually appoint one member to a Dispute Board, and those two members will jointly appoint a third member. The Dispute Board will evaluate the dispute and make a determination of disposition of the dispute. The decision of the Dispute Board will be considered final and may not be appealed.

