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Document Title: Interlocal Cooperation Agreement: Tri-County Horticultural Pest and Disease Board

Related Document: N/A

Grantor(s): Chelan County, Washington

Grantee(s): Douglas County, Washington and Okanogan County, Washington

Legal Description: N/A

Assessor's TPN: N/A

**INTERLOCAL COOPERATION AGREEMENT  
BETWEEN CHELAN COUNTY, DOUGLAS COUNTY, AND OKANOGAN COUNTY  
RE: TRI-COUNTY HORTICULTURAL PEST AND DISEASE BOARD JOINT OPERATING  
AGREEMENT**

This Agreement is made by and between Chelan County, Washington, a political subdivision of the State of Washington, Douglas County, Washington, a political subdivision of the State of Washington, and Okanogan County, a political subdivision of the State of Washington hereafter referred to collectively as the Counties.

WHEREAS, each County has established a Horticultural Pest and Disease Board pursuant RCW Chapter 15.09 and the separate Boards have been heretofore operating as the joint Chelan-Douglas Horticultural Pest and Disease Board and the Okanogan Horticultural Pest and Disease Board;

WHEREAS, the Counties enter into this interlocal cooperation agreement ("this Agreement") under the authority of RCW Chapter 39.34 and RCW Chapter 15.09 to provide for and memorialize the joint and/or cooperative exercise of their powers, privileges and authorities to jointly operate the Tri-County Horticultural Pest and Disease Board;

WHEREAS, the Chelan County Board of County Commissioners executed this Agreement by action taken at a regularly scheduled meeting of the Board;

WHEREAS, the Douglas County Board of County Commissioners executed this Agreement by action taken at a regularly scheduled meeting of the Board;

WHEREAS, the Okanogan County Board of County Commissioners executed this Agreement by action taken at a regularly scheduled meeting of the Board; and

NOW, THEREFORE, in consideration of the premises and promises, terms and conditions set forth below, it is hereby agreed as follows:

**ARTICLE I  
PURPOSE AND CREATION OF TRI-COUNTY BOARD**

1.01 The purpose of this Agreement is to set forth the terms and conditions under which the Counties will jointly and/or cooperatively operate the Tri-County Horticultural Pest and Disease Board (hereafter referred to as "the Pest Board") to exercise the powers and duties under RCW Chapter 15.09.

1.02 This Agreement is limited to the above purposes and does not apply to any other power, privilege or authority which may be exercised by the Counties.

**ARTICLE II  
OWNERSHIP AND CONTROL**

2.01 This Agreement does not establish a new legal entity or create rights in the property or other assets of any other County.

2.02 Chelan County shall be the lead agency. The Pest Board Agent serving as the Department Director and their staff shall be employees of Chelan County and shall operate under the control and authority of Chelan County.

2.03 All property and other assets of the Pest Board shall be held in the name of the Pest Board. Property or assets acquired by the Chelan-Douglas Horticultural Pest and Disease Board prior to the formation of the Tri-County Pest Board as a capital expenditure exceeding \$5,000 shall be disbursed equally to each Chelan County and Douglas County upon any dissolution of the Tri-County Pest Board. Property or assets hereafter acquired by the Tri-County Pest Board as an equally shared capital expenditure exceeding \$5,000 shall be disbursed equally to the Counties upon termination of this Agreement. All other property and assets shall be the property of Chelan County upon termination.

**ARTICLE III  
DUTIES OF THE PARTIES**

3.01 Chelan County, as lead agency, shall provide all payroll, accounting, auditing, insurance, information technology and legal services required by the Pest Board: provided, however, that legal services and insurance related to enforcement actions shall be provided by the County where the property or action is located.

3.02 Chelan County shall maintain all books and records related to the Pest Board and its operations. Upon termination, such books and records shall remain with Chelan County.

3.03 The Pest Board, through the Pest Agent shall provide services in accordance with provisions of RCW Chapters 15.08 and 15.09, and implementing Washington Administrative Code regulations.

3.04 The Pest Agent shall serve as a member of the Douglas County Solid



Waste Advisory Committee and serve as chairman of the Douglas County Agricultural Technical Advisory Committee.

3.05 Chelan County shall consult Douglas County, Okanogan County and the Pest Board prior to taking any Pest Agent employment actions such as hiring, discipline, or termination.

3.06 Enforcement actions shall be deemed outside the general scope of the regular budget of the Pest Board and shall be the financial and legal responsibility of each individual County for the actions taken within said County.

#### **ARTICLE IV FINANCING, BUDGETS AND REPORTING**

4.01 Financing. Each County shall be responsible for one-third the approved budget of the Pest Board.

4.02 Quarterly Billing. Chelan County shall bill Douglas County and Okanogan County quarterly for one-third each of the actual expenditures of the Pest Board incurred in the previous quarter.

4.03 Budget. By November of each year the Pest Board shall submit a proposed annual budget to the Board of County Commissioners of each County for review and approval. The annual budget must be approved by each of the Boards of County Commissioners. No expenditures shall be made unless part of an approved budget.

4.04 Accounting. All accounting procedures shall be in accordance with applicable federal and state requirements, Generally Accepted Accounting Principles (GAAP), state law, and methods prescribed by the Washington State Budgeting, Accounting and Reporting System (BARS), and Chelan County Financial Policies.

4.05 Annual Report. The Pest Board shall issue a written annual report to each Board of County Commissioners within thirty (30) days after the end of the calendar year. Each of the Board of County Commissioners may request interim reports regarding Pest Board activities.

#### **ARTICLE V ADMINISTRATION**

5.01 The Counties hereby form and establish a joint Horticultural Pest and Disease Board that shall operate under the name "Tri-County Horticultural Pest and Disease Board." The Pest Board shall have fourteen (14) members. One member shall be appointed by the Director of the Washington State Department of Agriculture. One member shall be jointly appointed by the Chief Extension Agents for the Counties and who shall be a non-voting member. Each County shall appoint four (4) members meeting the qualifications set forth in RCW 15.09.030 and who shall each serve a two-year term.

5.02 The Pest Board shall adopt By-laws for the conduct of its meetings and actions taken at such meetings: provided, that the authorization of enforcement actions against property and/or persons shall require the affirmative vote of three (3) members appointed by the County where the property is located.

5.03 Chelan County and the Pest Board shall appoint a Pest Agent serving as the Department Director, who shall be an employee of Chelan County and immediately supervised by the Pest Board.

5.04 The Pest Board shall administer the policies, procedures and expenditures of the Pest Board and manage the Pest Agent in accordance with all Chelan County county-wide policies and procedures implementing federal and state laws, all Chelan County vehicle, equipment and computer use policies, and all Chelan County personnel policies.

## **ARTICLE VI DURATION AND TERMINATION OF AGREEMENT**

6.01 **Commencement.** This Agreement shall commence upon its execution by the Counties and filing as required by RCW Chapter 39.34 and shall continue indefinitely until terminated pursuant to section 6.02.

6.02 **Termination.** This Agreement may be terminated without cause by the written agreement of the Counties or upon 60 days prior written notice to the other Counties. This Agreement may be terminated upon 30 days prior written notice to the other Counties in the event a County's anticipated or actual funding to the Pest Board is lost, withdrawn, reduced or limited in any way after the effective date of this agreement or any related contract prior to normal completion thereof.

6.03 In the event of termination, the Counties shall be liable for payment in accordance with the terms and conditions of this Agreement for expenditures incurred up to the effective date of termination.

## **ARTICLE VII INSURANCE**

7.01 **Insurance.** Except as provided in paragraph 7.02, the Pest Board shall be insured as a Chelan County agency or department. The Pest Board shall pay its proportionate share of insurance premiums incurred by Chelan County through the Washington Counties Risk Pool. In the event of a claim, Douglas County and Okanogan County shall each reimburse one-third of all insurance deductible payments made by Chelan County.



**7.02 Enforcement Actions.** Enforcement actions shall be insured by the County where the property is located. Chelan County enforcement actions shall be insured by Chelan County, without reimbursement by Douglas County or Okanogan County towards insurance deductible payments. Douglas County enforcement actions shall be insured by Douglas County, without reimbursement by Chelan County or Okanogan County towards insurance deductible payments. Okanogan County enforcement actions shall be insured by Okanogan County, without reimbursement by Chelan County or Douglas County towards insurance deductible payments.

## **ARTICLE VIII INDEMNITY**

8.01 Except as provided in paragraph 8.02, Each county shall mutually indemnify, defend and hold the other two counties, their departments, elected and appointed officials, employees, and agents, harmless from and against any and all claims, damages, losses and expenses, for any bodily injury, sickness, disease, or death, or any damage to or destruction of property, including the loss of use resulting therefrom, which are alleged or proven to be caused in whole or in part by a negligent act or omission of the Pest Board, its employees and agents.

8.02 With respect to enforcement actions, the County where the enforcement action is located shall indemnify, defend and hold the other Counties, their departments, elected and appointed officials, employees, and agents, harmless from and against any and all claims, damages, losses and expenses, for any bodily injury, sickness, disease, or death, or any damage to or destruction of property, including the loss of use resulting therefrom, which are alleged or proven to be caused in whole or in part by a negligent act or omission of the Pest Board, its employees and agents. The indemnified Counties shall have no obligation to reimburse any portion of insurance deductible payments relating to claims covered by insurance.

## **ARTICLE IX PERFORMANCE OF AGREEMENT**

**9.01 Compliance with All Laws.** The Pest Board and each County 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.

**9.02 Maintenance and Audit of Records.** Each County shall maintain books, records, documents and other materials relevant to its performance under this Agreement which sufficiently and accurately reflect any and all direct and indirect costs and expenses incurred or paid in the course of performing this Agreement. These records shall be subject

to inspection, review and audit by any County or its designee, the Washington State Auditor's Office, and authorized federal agencies. Each party shall retain all such books, records, documents and other materials for seven (7) years following the termination of this Agreement.

## **ARTICLE X DISPUTES**

**10.01 Time.** Time is of the essence of this Agreement.

**10.02 Conflict.** In the event of conflict among the terms and conditions of this Agreement and federal, state or local law, the inconsistency shall be resolved by giving precedence of interpretation in the following order:

1. Applicable federal case law, statutes and regulations; then
2. Applicable Washington case law, statutes and regulations; then
3. The terms and conditions of this Agreement.

**10.03 Waiver Limited.** A waiver of any term or condition of this Agreement must be in writing and signed by the waiving County. Any express or implied 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.

**10.04 Attorney's Fees.** Each County shall pay its own attorney's fees and costs incurred for any enforcement or interpretation this Agreement.

**10.05 Governing Law.** This Agreement shall be governed exclusively by the laws of the State of Washington. Venue for any actions shall be in either Chelan, Douglas, or Okanogan County.

## **ARTICLE XI GENERAL PROVISIONS**

**11.01 Assignment.** The Counties may not assign any rights or delegate any duties under this Agreement, whether by assignment, subcontract or other means. Any such attempted assignment or delegation shall be void and shall constitute a material breach of this Agreement.

**11.02 Entire Agreement.** This Agreement constitutes the entire agreement between the Counties. There are no understandings or agreements between parties other than those set forth in this Agreement and in the appendices. No other statement, representation or promise has been made to induce the Counties to enter into this Agreement.

**11.03 Modification.** This Agreement may not be amended, supplemented or otherwise modified unless expressly set forth in a written agreement executed by the Counties and adopted by each County's legislative authority through appropriate action.



provision and this Agreement shall be construed in all respects as if such invalid or unenforceable term or provision was omitted.


11.05 **Counterparts.** This Agreement may be executed by the parties using duplicate counterparts.

11.06 **Filing.** Pursuant to RCW 39.34.040, this Agreement shall be filed with the County Auditor of each County, or alternatively, listed by subject on each county website pursuant to RCW 39.34.040.

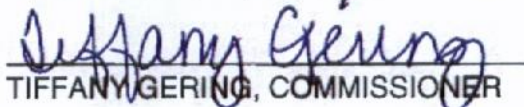
DATED this 8th day of March 2021.




CHELAN COUNTY COMMISSIONERS

  
BOB BUGERT, CHAIRMAN

  
KEVIN OVERBAY, COMMISSIONER

  
TIFFANY GERING, COMMISSIONER

ATTEST: CARLYE BAITY

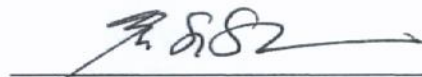
  
CLERK OF THE BOARD

Douglas County, Washington


DATED this 9th day of March, 2021.



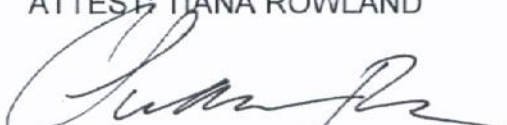
BOARD OF DOUGLAS COUNTY COMMISSIONERS

  
\_\_\_\_\_  
CHAIRMAN

  
\_\_\_\_\_  
COMMISSIONER

  
\_\_\_\_\_  
COMMISSIONER

ATTEST: TIANA ROWLAND

  
\_\_\_\_\_  
CLERK OF THE BOARD

Okanogan County, Washington

DATED this \_\_\_ day of March 2021,

BOARD OF OKANOGAN COUNTY COMMISSIONERS

\_\_\_\_\_  
CHAIRMAN

\_\_\_\_\_  
COMMISSIONER

ATTEST: LANIE JOHNS

\_\_\_\_\_  
CLERK OF THE BOARD

\_\_\_\_\_  
COMMISSIONER

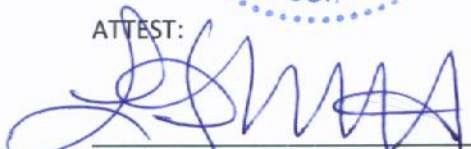


Okanogan County, Washington

DATED this 9<sup>th</sup> day of March, 2021.



ATTEST:

  
LALEÑA JOHNS, CLERK OF THE BOARD

BOARD OF COUNTY COMMISSIONERS  
OKANOGAN, WASHINGTON

  
CHRIS BRANCH, CHAIRMAN

  
ANDY HOVER, MEMBER

  
JIM DETRO, MEMBER