

Interlocal Agreement

Between

**Skamania County (County)
and the
Underwood Conservation District (UCD)**

This Interlocal Agreement (IA) constitutes a binding agreement by and between Skamania County (County) and the Underwood Conservation District (UCD) to work in cooperation to control noxious weeds as they occur, on agreed-upon properties in the Wind River watershed, Skamania County, Washington.

The County agrees to:

- 1) Provide a work crew from the Noxious Weed Dept. to effectively treat noxious weeds as they occur at agreed-upon work locations during the work period. Locations will be identified and agreed-upon with written communications, site surveys, and landowner agreements. County may subcontract work to private contractor if needed.
- 2) Coordinate work and billing with UCD. Expense reports, treatment reports and invoices will be submitted to UCD prior to the third Tuesday of the month in which the County expects to be reimbursed.
- 3) Respect the private property rights of the land managers and owners as needed. County and UCD will coordinate on appropriate landowner agreements needed to access work sites and conduct the work.
- 4) If herbicides are used, methods must conform to BPA Criteria for "Managing Vegetation Using Herbicides" (see attached document).

UCD agrees to:

- 1) Act as the project sponsor, utilizing funding from BPA and possibly other sources for this weed control work. UCD will pay County actual costs plus 10% admin rate up to a predetermined amount set by UCD per year.
- 2) Coordinate with County to notify private property owners and obtain permission from owner prior to Skamania County employees entering their property.

I. CONTRACT MANAGEMENT

All notices and communications shall be routed through the contract manager for each party. Billings shall also include the billing contact. The contract manager may change upon written notice to the other party.

Noxious Weed Control - Wind River Interlocal Agreement

Contract Manager for UCD is:	Contract Manager for County is:
Tova Tillinghast 509-637-7006 tova@ucdwa.org Underwood Conservation District PO Box 96 White Salmon, WA 98672	Emily Stevenson 509-427-3941 estevenson@co.skamania.wa.us Skamania County Noxious Weed Program PO Box 369 Stevenson, WA 98648

Billing Contact for UCD is:	Billing Contact for County is:
Ann Gross 509-637-7005 ann@ucdwa.org Underwood Conservation District PO Box 96 White Salmon, WA 98672	Emily Stevenson 509-427-3941 estevenson@co.skamania.wa.us Skamania County Noxious Weed Program PO Box 369 Stevenson, WA 98648

II. INSURANCE AND LIMIT OF LIABILITY

Skamania County shall provide professional liability insurance coverage for the County’s work being performed under this contract in the amount of no less than \$1,000,000. This is the maximum amount for which Skamania County will be responsible for any work performed by the County. Membership in the County’s risk pool will satisfy this section of the agreement.

III. RIGHTS IN DATA

Unless otherwise provided, data which originates from this Agreement shall be a “work made for hire” as defined by Title 17, § 101 of the United States Code and shall be owned by the Conservation District for whom the data are created under this Agreement. Data includes, but is not limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, computer files, films, tapes, and or sound reproductions. Ownership includes the right to reproduce, patent, register, license, and ability to transfer these rights.

IV. EMPLOYEE STATUS

County employees performing work under this agreement shall continue to be an employee of Skamania County and at no time shall be considered an employee of the District. Skamania County shall be responsible for compensation to the relevant employee(s) including all benefits. The District shall ensure the work environment for Skamania County staff is consistent with and does not violate all federal, state and local laws regarding non-harassment, non-discrimination and other workplace laws.

V. GOVERNANCE AND INTERPRETATION

This Agreement is entered into pursuant to and under the authority granted conservation districts by RCW 89.08 (the Conservation Districts Law) and by RCW 39.34 (the Interlocal Cooperation Act). The provisions of this Agreement shall be construed to conform to those laws.

Noxious Weed Control - Wind River Interlocal Agreement

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable state and federal statutes and rules;
- b. The scope of work; and
- c. Any other provisions of the Agreement, including materials incorporated by reference.

VI. TERMINATION

This agreement may be terminated by mutual agreement or by either party with 30 days advanced notice. The agreement may be terminated without notice should the work or any provision of the project not comply with applicable laws.

VII. DURATION

This Interlocal Agreement becomes effective on **the date of signing in February 2024**. This Interlocal Agreement shall terminate on **6/30/2029, and may be renewed at that time**.

In signing this document, each party affirms that it has the legal authority to enter into this agreement, and the institutional, managerial, and financial capability to ensure proper planning, management and completion of the described project. Completion of work specified by this agreement is contingent upon continued grant funding under the Underwood Conservation District's **Wind River Watershed Project, BPA Project # 1998-019-00**.

IN WITNESS WHEREOF, the parties have executed the Agreement.



Commission Chairperson

Skamania County

Date 13 FEB 24

Tova Tillinghast

Digitally signed by Tova Tillinghast
Date: 2024.02.02 12:14:37
-08'00'

Project Coordinator
Underwood Conservation District

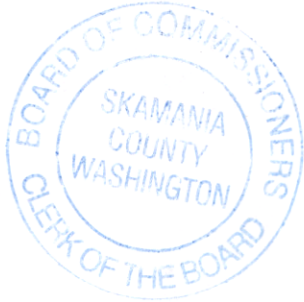
Date 2/2/2024



Skamania County Prosecutor
Approved As To Form Only

Dated this 13th day of February 2024.

ATTEST:




**BOARD OF COMMISSIONERS
SKAMANIA COUNTY, WASHINGTON**



Asa Leckie, Chairman



Richard Mahar, Commissioner




Lisa Sackos, Clerk of the Board



T.W. Lannen, Commissioner

Approved as to form only:



Adam Kick,
Skamania County Prosecuting Attorney

Aye 3
Nay 0
Abstain 0
Absent 0