Interlocal Agreement #2026-OCD OK

Okanogan Conservation District

And

The City of Okanogan

THIS AGREEMENT is made and entered into between the Okanogan Conservation District (Okanogan CD) and the City of Okanogan (City).

WHEREAS, Okanogan CD and City have jurisdiction to enter into this agreement as provided in RCW Chapter 89.08 (Conservation Districts Act) , RCW Chapter 35A.11 (Laws Governing Non-charter Code Cities and Carter Code Cities-Powers), and RCW Chapter 39.34 (Interlocal Cooperation Act); in order to carry out programs for conservation of renewable natural resources within the City limits; and

WHEREAS, Okanogan CD and City desire to prioritize and collaborate on natural resource conservation efforts, including but not limited to air, soil, plant, wildlife, and water conservation as well as environmental education to benefit residents; and

WHEREAS, Okanogan CD and City work collaboratively on projects relating to agriculture, range, forestry and wildfire, aquatics and habitat, water resources, community/watershed planning, environmental education, and other natural resource management projects; and

WHEREAS, working cooperatively on these programs aids in their overall quality, efficiency, and economy.

NOW, THEREFORE, in consideration of the mutual benefits to be derived from this Agreement, Okanogan CD and City agree as follows:

1. Shared Projects: Either party may request assistance from the other party relating to work, projects, or activities to increase the speed, efficiency, and cost-effectiveness of the work. To deliver effective services that benefit Okanogan CD, City, and the public, the parties agree to allow the persons identified in this agreement to develop Work Orders to this agreement that detail the service, personnel, equipment, and terms and conditions.
    a. The Executive Director of Okanogan CD and the Mayor or Mayor Pro Tem of City are hereby authorized to develop Work Orders to achieve their respective program goals.
        i. Both the Okanogan City Council and Okanogan CD Board must agree to a Work Order.
        ii. Each Work Order must be signed by both parties before work begins and will specify the scope, deliverables, budget, timeline, responsible parties for legal compliance, documentation, permitting, and period of performance.
        iii. Each Work Order is hereby incorporated by reference into this Agreement.

iv. In the event of conflict between the terms of this Agreement and a Work Order, the Work Order shall govern with respect to that project.

b. Each party shall:
   i. Continue to be the employer of their employee(s), including responsibility for all wages and benefits;
   ii. Be responsible for repairing any equipment that is broken beyond normal wear and tear used in this agreement;
   iii. When Okanogan CD is the reimbursing party, invoices shall be submitted by City and reviewed/approved by Okanogan CD prior to payment.
   iv. When City is the reimbursing party, invoices shall be submitted by Okanogan CD and reviewed/approved by City prior to payment.
   v. Invoices will include itemized documentation of costs consistent with applicable grant or fund requirements, accounting standards, and the approved Work Order.
   vi. Payment shall be made within thirty (30) days of invoice approval, unless otherwise stated in the Work Order.
   vii. Invoices must be submitted at least quarterly, but no more frequently than monthly, unless otherwise stated in the Work Order.

2. Termination: Either party may terminate this agreement by giving the other 30 days written notice by email, or mail, to the appropriate address as noted below. Termination shall not relieve either party of obligations to pay for work properly performed and invoiced prior to the effective date of termination. No payments will be made for incomplete work or work started after termination.

Okanogan Conservation District	City of Okanogan
Craig Nelson, Executive Director 1251 2nd Ave. South, Room 102 Okanogan, WA 509-422-0855 craig@okanogancd.org	Wayne L. Turner, Mayor 120 3rd Ave N/PO Box 752 Okanogan, WA 98840 509-422-3600 okanoganmayor@okanogancity.com

3. Insurance: Each party shall procure and maintain any necessary insurance at its sole cost and expense while operating under this Agreement.

4. Records Maintenance: Okanogan CD and City shall each maintain books, records, documents, and other evidence that sufficiently and properly reflect all costs expended by either party in the performance of the services described herein.

5. Indemnification: Each party shall defend, protect, and hold harmless the other party from and against all claims, suits and/or actions arising from any negligent or intentional act or omission of that party's employees, agents, and/or authorized subcontractor(s) while performing this agreement.

6. Agreement Alterations and Amendments: City and Okanogan CD may mutually amend this agreement. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind City and Okanogan CD.

7. All Writings Contained Herein: This Agreement and related Work Orders contain all the terms and conditions agreed upon by the parties related to partnering and collaborating on mutually beneficial projects. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties hereto.

8. Governance: This Agreement is entered into pursuant to and under the authority granted by RCW 39.34 (the Interlocal Cooperation Act). The provisions of this Agreement shall be construed to conform to this law. 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. Any other provisions of the Agreement, including materials incorporated by reference.

9. Dispute Resolution: The parties will attempt in good faith to resolve any disputes arising under this Agreement through direct negotiation between designated representatives. If a dispute cannot be resolved through negotiation within thirty (30) days, the parties agree to submit the dispute to non-binding mediation in Washington State prior to taking further legal action. If not resolved, the venue for litigation shall be exclusively in Okanogan County Superior Court. Each party shall bear its own attorney's fees and costs.

10. Availability of Funding: The obligations undertaken under this Agreement shall be subject to the availability of appropriated funds.

11. Effective Date/Filing or Posting: The effective date of this Agreement is April 21st, 2026 and will expire April 21st, 2036, or when replaced or superseded unless terminated earlier at the written election of either party. This agreement shall be filed or posted pursuant to RCW 39.34.040.

Okanogan Conservation District

City of Okanogan

Craig Nelson, Executive Director Date

~~Wayne L. Turner~~ Lisa Bauer Mayor Pro Tem Date