Interlocal Agreement
between
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 to implement the EPA Community Chipping Program to reduce yard waste burning by chipping residential woody debris.

WHEREAS, Okanogan CD and City of Okanogan have jurisdiction to enter into this agreement as provided in RCW Chapter 89.08 (Conservation Districts Act) and RCW Chapter 39.34 (Interlocal Cooperation Act); and

WHEREAS, Okanogan CD and City of Okanogan are working collaboratively to test a community chipping program to reduce back yard burning and test the feasibility of a chipping bank.

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

1. Community Chipping: Okanogan CD is entering this agreement with City of Okanogan to chip residential woody debris within the City of Okanogan.
2. Timetable: Okanogan CD and City of Okanogan will work cooperatively on an agreed times and days to chip between March 18, 2019 and June 30, 2019.
3. Payments: Okanogan CD shall pay the City of Okanogan $100.00 per hour for equipment and personnel to operate a chipper to chip woody material. Chips will be piled at a designated location. Total payment shall not exceed $2,000.00 for this agreement. Once the work is complete the City of Okanogan shall bill Okanogan CD. Following bill submission, payment shall be made after the next regularly scheduled Okanogan CD board meeting which is the first Tuesday of every month.
4. Equipment/Employees: City of Okanogan will provide a chipper, at least 2 employees, chainsaw, and chip truck to complete the work stated above.
5. Coordinated Effort: Okanogan CD and City of Okanogan will coordinate activities to ensure work products are meeting expectations of the EPA Source Reduction Assistance Grant Program for Region 10.
6. Termination: Either party may terminate this agreement by giving the other written notice by e-mail or mail, to the appropriate address as noted below. Termination of this agreement under this section becomes effective upon delivery of the written notice. Notices are to be sent to:

Okanogan Conservation District	City of Okanogan
Craig Nelson, District Manager	Jon K Culp, Mayor
1251 S 2nd Ave, Rm 102	120 3rd Avenue North
Okanogan, WA 98840	Okanogan, WA 98840
craig@okanogancd.org	okanoganmayor@okanogancity.com

7. 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.
8. Agreement Alterations and Amendments: City of Okanogan 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 of Okanogan and Okanogan CD.
9. All Writings Contained Herein: This agreement contains all the terms and conditions agreed upon by the parties. 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.
10. Governance: This agreement is entered into pursuant to and under the authority granted conservation districts by RCW 89.08.220(9) (Conservation Districts) and RCW 39.34 (the Interlocal Cooperation Act). The provisions of this agreement shall be construed to conform to those laws. 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; and
    b. Any other provisions of the agreement, including materials incorporated by reference.
11. Effective Date: The effective date of this agreement is effective upon the date of the last signature and will expire June 30, 2019 or when replaced or superseded unless terminated earlier.

Okanogan Conservation District

for Craig J. Nelson
Ivan Oberg, District Chair — Date 3/13/19

City of Okanogan

Jon K Culp, Mayor — Date 03/05/2019