

RESOLUTION NO. 2020-03

A RESOLUTION OF THE CITY OF OKANOGAN, WASHINGTON, OKANOGAN COUNTY, TO ENTER INTO A MEMORANDUM OF AGREEMENT BETWEEN THE OKANOGAN CONSERVATION DISTRICT AND THE CITY OF OKANOGAN TO CONTINUE THE EPA COMMUNITY CHIPPING PROGRAM TO REDUCE YARD WASTE BURNING BY CHIPPING RESIDENTIAL WOODY DEBRIS.

WHEREAS, City Resolution 2020-03 relates to a Memorandum of Agreement between the Okanogan Conservation District and the City of Okanogan; and

WHEREAS, the City of Okanogan wishes to enter into the Memorandum of Agreement with the Okanogan Conservation District to provide a community chipping program; and

WHEREAS, this is to implement the EPA Community Chipping Program to reduce yard waste burning by chipping residential woody debris); and

WHEREAS, the community chipping program would take place between April 07, and December 31, 2020.

NOW THEREFORE BE IT RESOLVED by the City Council of Okanogan that the Memorandum of Agreement between Okanogan Conservation District and the City of Okanogan attached hereto is hereby approved, and the Mayor is authorized to execute such Agreement on behalf of the City.

PASSED AND APPROVED THIS 7<sup>TH</sup> DAY OF April, 2020.

APPROVED:

  
\_\_\_\_\_  
Jon K. Culp, Mayor

ATTEST:

  
\_\_\_\_\_  
Craig Attwood, City Clerk/Treasurer

APPROVED AS TO FORM:

\_\_\_\_\_  
W. Scott DeTro, City Attorney

**Memorandum of Agreement**  
**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.

**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); in order to carry out community chipping events for air quality improvements within the Okanogan City limits;

**WHEREAS**, Okanogan CD and City of Okanogan are working collaboratively to provide a community chipping program to reduce back yard burning and/or reduce wildfire fuel loads;

**WHEREAS**, Okanogan CD and City of Okanogan work collaboratively on projects relating to watershed planning, community planning, and other natural resource management projects;

**WHEREAS**, working cooperatively on these programs can greatly aid in their overall quality, efficiency, and economy; and

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

1. **Shared Projects**: Either party may have work, projects, or activities from time to time that require outside assistance that the other party of this agreement can provide quickly, efficiently, and cost-effectively. To deliver effective services that benefit both Okanogan CD, City of Okanogan, and the public we serve, the parties agree to allow the persons identified in this agreement to develop Supplemental Statement of Work (SSOW) to this agreement that details the service, personnel, equipment to be provided and what terms and conditions under which they will be provided.
  - a. The Executive Director of Okanogan CD and the Director of Public Works of the City of Okanogan are hereby authorized to develop SSOWs to achieve their respective program goals on a short term basis (not to exceed 30 calendar days or \$10,000 in total value) without prior authorization of the Okanogan CD Board and Okanogan City Council.
  - b. Both the Okanogan City Council and Okanogan CD Board must agree to a sharing arrangement beyond one month or for work exceeding \$10,000 in total value.
  - c. 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 bowered from the other party that is broken beyond normal wear and tear used in this agreement;
  - iii. The party completing work for reimbursement shall submit a monthly invoice by the 10<sup>th</sup> of each month up to the agreed amount for labor and/or equipment in the supplement statement of work that is signed by both parties.
  - iv. All payments are due net 30 days for approved work.
  - v. Agree to direct staff to work cooperatively to complete agreed upon work in SSOWs.
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:

Okanogan Conservation District  
 Craig Nelson, Executive Director  
 1251 2<sup>nd</sup> Ave. South, Room 102  
 Okanogan, WA  
 509-422-0855  
[craig@okanogancd.org](mailto:craig@okanogancd.org)

City of Okanogan  
 Jon K Culp, Mayor  
 120 3<sup>rd</sup> Avenue North  
 Okanogan, WA 98840  
[okanoganmayor@okanogancity.com](mailto:okanoganmayor@okanogancity.com)

3. Records Maintenance: Okanogan CD and The City of Okanogan 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.
4. 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.
5. 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.
6. All Writings Contained Herein: This Agreement and related Supplemental Statements of Work contain all the terms and conditions agreed upon by the parties relative 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.
7. Governance: This Agreement is entered into pursuant to and under the authority granted conservation districts by RCW 89.08.220(9) (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. 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.


- 8. Availability of Funding: The obligations undertaken under this Agreement shall be subject to the availability of appropriated funds.
- 9. Effective Date: The effective date of this Agreement is April 7, 2020 and will expire April 7, 2025, or when replaced or superseded unless terminated earlier at the written election of either party.

Okanogan Conservation District

City of Okanogan

 4/27/2020  
for IVAN

Ivan Oberg, Chair Date



Jon K Culp, Mayor Date

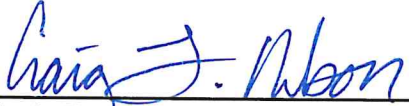
**Okanogan Conservation District and City of Okanogan ILA  
Supplemental Statement of Work**

This Supplemental Statement of Work between the Okanogan CD and City of Okanogan sets forth additional work and compensation for said work under the terms of the parties previously approved Inter-Local Agreement (ILA).

1. Work: The City of Okanogan shall provide the necessary staff to support a community chipping event to reduce back yard burning within the city limits of Okanogan. Work will include going to pre-registered properties to chip woody debris that has been laid out near the roadside by the resident. The chips will be dumped in pre-designated locations.
2. Timetable: Okanogan CD and City of Okanogan will work cooperatively on an agreed upon times and days to organize two chipping events. One spring and one fall community chipping event in 2020.
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 \$4,000.00 for this agreement. Once the work is complete for each event 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.

This Supplemental Statement of Work is hereby approved and binding upon the date of the last signature below.

**OKANOGAN CONSERVATION DISTRICT**

  
\_\_\_\_\_  
Craig T. Nelson, Executive Director

4/27/2020  
Date

**City of Okanogan**

  
\_\_\_\_\_  
Shawn Davisson, Public Works Director

4/24/20  
Date