

INTERLOCAL AGREEMENT  
BETWEEN THE  
FRANKLIN AND OKANOGAN  
CONSERVATION DISTRICTS

**THIS AGREEMENT** is made and entered into between the Franklin and Okanogan Conservation Districts ("Districts") as public agencies pursuant to the Interlocal Cooperation Act, RCW 39.34

**WHEREAS**, the Districts enabling statute, RCW 89.08 was adopted in 1939 to meet "a pressing need for the conservation of renewable resources in all areas of the state, whether urban, suburban, or rural, and that the benefits of resource practices, programs, and projects . . ."; and

**WHEREAS**, the Districts recognize that by taking cooperative and coordinated action they can improve the overall quality, efficacy and economy of their conservation programs including educational outreach to our communities; and

**WHEREAS**, the Franklin Conservation District presently has the resources, capacity and desire to conduct the Wheat Week and Water on Wheels educational programs in Okanogan County to a few select elementary schools;

**NOW, THEREFORE**, in consideration of the mutual benefits to be derived from this agreement, the Districts agree as follows:

1. Franklin Conservation District Agrees to:
  - a. Provide services and staff and otherwise do all things necessary to present the Wheat Week and Water on Wheels curricula;
  - b. Engage and consult with the Okanogan Conservation District in the offering of this curricula to Okanogan County schools;
  - c. Promptly share with Okanogan Conservation District praise, complaint, or other communications bearing on the conduct of this program in Okanogan County which may be received from the parents of the children, teachers or administrators of the schools participating in the Wheat Week and Water on Wheels programs;
2. Okanogan Conservation District Agrees to:
  - a. Assist and support Franklin Conservation District in the conduct of Wheat Week and Water on Wheels as funding allows.
3. Program Manager: The following program managers shall be responsible for and be the contact person for all communications for their respective districts regarding the performance of this agreement.

Franklin Conservation District  
Kara Kaelber, Education Director  
Franklin Conservation District  
1533 E. Spokane St., Suite C  
Pasco, WA 99301-4203  
(509) 545-8546 x 106  
Kara-kaelber@conservewa.net  
WA State UBI No. 601-140-633  
Tax ID No. 91-1034990

Okanogan Conservation District  
Craig Nelson, District Manager  
Okanogan Conservation District  
1251 S. 2<sup>nd</sup> Ave., Room 102  
Okanogan, WA 98840  
(509) 422-0855  
Craign@okanogancd.org

**RECEIVED**  
JAN 20 2015

BY: .....

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4. Effective Date: The effective date of this agreement is January 1, 2015 and will continue until terminated earlier as provided below.
5. Termination: Any party may withdraw from this agreement by giving thirty-days prior written notice by fax, mail, or e-mail to the program manager identified above.
6. 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 district's employees, agents, and/or authorized subcontractor(s) while performing this agreement.
7. Mediation and Binding Arbitration. If a dispute arises out of or relates to this contract or the breach thereof, the parties agree to try, in good faith, to settle the dispute by non-binding mediation through the Okanogan County Dispute Resolution Center. If this does not resolve the matter then the parties shall resort to binding arbitration. All dispute or claim in law or equity arising out of this contract or any resulting transaction shall then be decided by mandatory arbitration of civil actions under RCW §07.06 et seq. and Superior Court Mandatory Arbitration Rules (MAR), and not by court action except as provided by law for judicial review of arbitration proceedings. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
8. Agreement Alterations and Amendments: The Parties may mutually amend this agreement. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind for each of the respective conservation districts.
9. All Writings Contained Herein: This Agreement contains all the terms and conditions agreed upon by the parties relative to staff sharing. 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) (the Conservation Districts Law) and by RCW 39.34.060 (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.

Franklin Conservation District by:

  
Kara Kaelber                      Date  
Education Director

Okanogan Conservation District by:

  
Ivan Oberg                      Date  
Chairman of the Board