

**INTERLOCAL COOPERATIVE AGREEMENT BETWEEN WASHINGTON STATE  
UNIVERSITY —OKANOGAN COUNTY EXTENSION AND OKANOGAN  
CONSERVATION DISTRICT FOR TECHNICAL AND EDUCATION RELATED  
SERVICES**

This Agreement is made by and between Washington State University – Okanogan County Extension (“Extension”) and the Okanogan Conservation District (“District”) collectively referred to as the “Parties” or singularly as the “Party.”

WHEREAS, the Extension and the District have determined that it is in their mutual best interests and to their mutual benefit to enter into this agreement;

WHEREAS, the Extension and the District enter into this interlocal cooperation agreement (“this Agreement”) under the authority of RCW Chapter 39.34;

WHEREAS, the execution of this Agreement shall be effective April 1, 2005, and be effective until the Parties, individually or collective terminate this agreement as outlined in the “Termination” section of this agreement; and

WHEREAS, the Extension and the District find that this Agreement is mutually advantageous.

NOW, THEREFORE, in consideration of the premises and promises, terms and conditions set forth below, it is hereby agreed as follows:

**ARTICLE I  
PURPOSE**

1.01 **Purpose.** The purpose of this Agreement is to set forth the terms and conditions under which the Parties will provide technical and educational related services as outlined in Attachments to this document.

**ARTICLE II  
COLABORATIVE ASSISTANCE**

2.01 **Coordination of Activities.** The Parties agree to meet at least quarterly to ensure communication of program activities and direction.

2.02 **Participation in Programs.** The Parties agree to participate in each others technical and education programs where feasible and where the program similarities exist.

2.03 **Program Goals and Priorities Development.** Where feasible and appropriate each Extension and District shall engage each other during the development of Annual Planning, Long Range Goals, and other program development activities.

2.04 **Special Projects.** Extension and District recognize that special projects may be developed from time to time. When Extension or the District have special projects or tasks that can be partially or fully implemented by the other party to this agreement this agreement may be amended to include sequentially numbered addendum scopes of work detailing said work and what funds may be transferred to the implementing party for the completion of work.

### **ARTICLE III ADMINISTRATION**

3.01 **Administrator.** The District, through its District Manager, and the Extension, through the Okanogan County Extension Chair, shall be responsible for the administration of this Agreement.

### **ARTICLE IV DURATION AND TERMINATION OF AGREEMENT**

4.01 **Duration.** This Agreement shall be effective April 1, 2005. The term of this Agreement shall continue until terminated as specified in the Termination clause of this document.

4.02 **Termination.** This Agreement shall continue until terminated, in writing, by either of the Parties with thirty (30) days notice.

### **ARTICLE V REIMBURSEMENT FOR SERVICES**

5.01 **Service Fees.** The Party providing the service shall be paid for all labor, and materials necessary to perform the services, in accordance with Article II.

5.02 **Payment.** The Party providing the service shall provide the Party receiving the service with a monthly statement for all labor, materials, and travel. The Party being billed for services shall pay the amount due within ninety (90) days.

### **ARTICLE VI INDEMNITY**

6.01 **Claims.** Each party (Indemnifying Party) shall indemnify and hold harmless the other party (Indemnified Party), including its departments, elected and appointed officials, employees and agents, from and against any and all claims, damages, losses, and expenses arising out of the acts of the Indemnifying Party. Neither party shall have an obligation to indemnify the other for the acts of such other party.

### **ARTICLE VII**

## PERFORMANCE OF AGREEMENT

7.01 **Compliance with All Laws.** Each Party shall comply with all federal, state and local laws, rules, regulations and ordinances applicable to the performance of this Agreement, including without limitation all those pertaining to wages and hours, confidentiality, disabilities and discrimination.

7.02 **Maintenance and Audit of Records.** Each Party shall maintain books, records, documents and other materials relevant to its performance under this Agreement. These records shall be subject to inspection, review and audit by either Party or its designee, and the Washington State Auditor's Office. Each Party shall retain all such books, records, documents and other materials as required by the State of Washington.

7.03 **On-Site Inspections.** Either Party or its designee may evaluate the performance of this Agreement through on-site inspection to determine whether performance is in compliance with the standards set forth in this Agreement, and in compliance with federal, state and local laws, rules, regulations and ordinances.

7.04 **Conflict of Interest.** The elected and appointed officials and employees of the parties shall not have any personal interest, direct or indirect, which gives rise to a conflict of interest.

## ARTICLE VIII DISPUTES

8.01 **Waiver Limited.** A waiver of any term or condition of this Agreement must be in writing and signed by both Parties. Any express or implied waiver of a term or condition of this Agreement shall apply only to the specific act, occurrence or omission and shall not constitute a waiver as to any other term or condition or future act, occurrence or omission.

8.02 **Attorney's Fees.** If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, each Party shall pay its own reasonable attorney's fees and other costs incurred in that action, arbitration or proceeding.

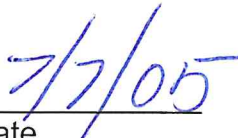
8.03 **Governing Law and Venue.** Exclusively the laws of the State of Washington shall govern this Agreement. The Okanogan County Superior Court shall be the sole proper venue for any and all suits brought to enforce or interpret the provisions of this Agreement.

## ARTICLE IX GENERAL PROVISIONS


9.01 **Assignment.** Neither Party may assign its rights or delegate its duties under this Agreement, whether by assignment, subcontract or other means. Any such attempted assignment or delegation shall be void and shall constitute a material breach of this Agreement.

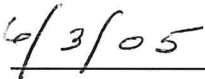
**OKANOGAN CONSERVATION DISTRICT  
BOARD OF SUPERVISORS**

  
Ivan Oberg, Chair

  
Date

**WASHINGTON STATE UNIVERSITY – OKANOGAN COUNTY EXTENSION**

  
Margaret A. Viebrock, County Chair

  
Date

**Laura Clark**

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**From:** Margaret Viebrock [viebrock@wsu.edu]  
**Sent:** Thursday, June 30, 2005 7:35 AM  
**To:** laurac@okanogancd.org; faini@wsu.edu  
**Cc:** 'Craig Nelson'  
**Subject:** RE: OCD / Extension agreement

Hello –

About 3 weeks ago I mailed the document to you; but for some reason the post office didn't like the address. I got it back last week when I was gone – it will go again in the mail today.

I'm sorry for the inconvenience.

Margaret

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Margaret A. Viebrock, County Director  
WSU Douglas County Extension  
Courthouse Box 550  
Waterville, WA 98858  
509-745-8531  
FAX: 509-745-8619  
e-mail: [viebrock@wsu.edu](mailto:viebrock@wsu.edu)

WSU Extension programs and employment are available to all without discrimination.

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**From:** Laura Clark [mailto:[laurac@okanogancd.org](mailto:laurac@okanogancd.org)]  
**Sent:** Wednesday, June 29, 2005 4:22 PM  
**To:** faini@wsu.edu; viebrock@wsu.edu  
**Cc:** Craig Nelson  
**Subject:** RE: OCD / Extension agreement

Dear Mr. Faini & Ms. Viebrock,

Jay Jenkins previously forwarded an agreement document to you back in April on behalf of our District. We are trying to get an idea of where we are in this process so that we may get this document completed.

Thank you for your time and consideration.

Laura Clark  
Assistant District Manager  
Okanogan Conservation District  
1251 S. 2nd Ave., Room 101  
Okanogan, WA 98840  
(509) 422-0855 ext. 100  
FAX (509) 422-0532

-----Original Message-----

**From:** Jay Jenkins [mailto:[jay\\_jenkins@wsu.edu](mailto:jay_jenkins@wsu.edu)]  
**Sent:** Friday, April 15, 2005 10:22 AM  
**To:** Laura Clark; Craig Nelson  
**Cc:** Ray Faini; Margaret Viebrock  
**Subject:** OCD / Extension agreement

Laura and Craig,

I just wanted to let you know that I have turned to agreement over to Ray Faini, interim WSU Extension NE District Director, and Margaret Viebrock, interim WSU Extension Okanogan County Director. In their non-interim jobs Ray is Chelan County Director, and Margaret is Douglas County Director. I thought that since we haven't actually signed it, we should probably involve the people who will be responsible for carrying it out.

Their contact info is:

Name: Viebrock, Margaret  
Title: COUNTY DIR, COOP EXT, DOUGLAS  
Department: WSU COUNTY EXTENSION  
Work Address: COURTHOUSE BOX 550  
Work Address: WATERVILLE, WA 98858-0550  
Work Phone: 509-745-8531  
Email: [viebrock@wsu.edu](mailto:viebrock@wsu.edu)

Name: Faini, Raymond J  
Title: COUNTY DIR, COOP EXT, CHELAN  
Department: WSU EXTENSION  
Office: 303 PALOUSE STREET  
Work Address: WENATCHEE, WA 98801-2670  
Work Phone: 509-667-6540  
Email: [faini@wsu.edu](mailto:faini@wsu.edu)

I also want to thank you both for all of your help and support during my time here. I have very much enjoyed working with you both.

Keep all the wheels on the ground,  
Jay

Jay Jenkins  
Extension Faculty and County Chair  
WSU Okanogan County Extension  
PO Box 391  
Okanogan WA 98840  
Phone: 509-422-7245  
Fax: 509-422-7247  
Email: [jay\\_jenkins@wsu.edu](mailto:jay_jenkins@wsu.edu)

**MEMORANDUM OF UNDERSTANDING FOR COORDINATION AMONG  
WASHINGTON STATE UNIVERSITY COOPERATIVE EXTENSION, THE  
CONSERVATION DISTRICTS AND THE CONSERVATION COMMISSION IN  
WASHINGTON STATE**

**I. PURPOSE**

This Memorandum of Understanding establishes policy and guidelines for the undersigned agencies and conservation districts, to coordinate agency programs that are directed toward natural resource management, conservation, and education activities.

**II. PARTICIPANTS**

A. Washington State University Cooperative Extension is a unique partnership of a federal agency, state government, higher education, and local government. It is the educational arm of the United States Department of Agriculture, the public service unit of the state's land-grant university and part of county government. Its basic mission is to assist the people of Washington to improve agriculture and natural resource management, deal with youth, family and community issues, and develop appropriate public policy. This is accomplished through the provision of research-based information, education and local programs offered in an unbiased way to all people of the state.

B. Local conservation districts assist individuals, groups and units of government in conservation planning and application. Districts plan and carry out information and education programs to develop and maintain local awareness and support for resource conservation.

C. The Washington State Conservation Commission advises and assists conservation districts in planning and implementing natural resource conservation programs. The Commission represents conservation districts and their programs to other organizations and agencies. The Commission develops and conducts programs and activities to improve resource quality and facilitate cooperation among organizations and agencies involved in natural resource management.

### III. RESPONSIBILITIES

#### A. Conservation Districts and Extension Field Office Responsibilities:

1. The Conservation District and Extension office operating in the same county will meet annually to identify and discuss opportunities for cooperation and coordination in local natural resource programs of mutual interest. Examples of these opportunities include educational activities and materials on topics such as soil conservation, water quality, pest management, irrigated agriculture, wildlife, marine life, and forest management.
2. The Conservation District will coordinate this annual meeting.
3. The Conservation District and the Extension agent will incorporate into their respective annual work-plans cooperative activities agreed upon at the annual planning meeting.
4. The Conservation District and Extension agent designated to work with the Conservation District will report accomplishments resulting from coordination in their respective annual reports.
5. The local Extension office and the Conservation District will make available, at cost, to one another and assist in the distribution of any educational materials they may own or secure.
6. The local Extension office and the Conservation District will refer to one another appropriate requests for information and assistance.
7. Given appropriate advance notice, a representative of the local Extension office will participate in Conservation District meetings when the meeting agenda includes discussion of cooperative activities between the District and Extension.
8. The local Extension office will consider requesting District participation in committees formed to provide local input to Extension on natural resource programs.
9. The local Extension office and Conservation District will provide opportunities for one another to participate in appropriate natural resource training programs.



## B. State Conservation Commission and State Extension Responsibilities:

1. The Conservation Commission, through the Skills Development Committee, will identify needs for conservation district training programs statewide and request appropriate training from Extension. The Commission will provide education materials to support training as available and appropriate.
2. The Conservation Commission and State Extension will enter into cooperative agreements regarding funding and personnel to provide appropriate training programs.
3. The Conservation Commission and State Extension will explore mutual funding of staff positions to further their respective programs in natural resource conservation awareness and public information.
4. Representatives of the Conservation Commission and State Extension will make a joint oral report annually to the full Commission and Director of Extension on progress in meeting the above-stated level of responsibilities.

## IV. NONDISCRIMINATION


The program conducted will be in compliance with the nondiscrimination provisions as contained in Titles VI and VII of the Civil Rights Act of 1964 as amended, the Civil Rights Restoration Act of 1987 (Public Law 100-259) and other nondiscrimination statutes, namely Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and in accordance with regulations of the Secretary of Agriculture (7 CFR-15, Subparts A & B), which provide that no person in the United States shall, on the grounds of race, color, national origin, age, sex, religion, marital status, or handicap be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance from the Department of Agriculture or any agency thereof.

## V. LIABILITY

Each party agrees to be responsible for liability resulting from ultra-hazardous negligent, or willful activity of its officers, employees, and agents.

## VI. TERMINATION

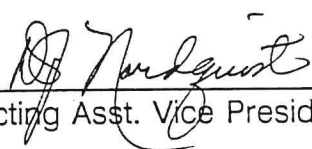
Cancellation of this agreement can be done at any time by one party giving the other parties a 60-day notice in writing.

By   
Executive Secretary  
Washington Conservation Commission

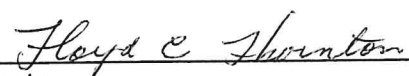
11 / 26 / 90  
Date

By   
Director  
Washington State University  
Cooperative Extension

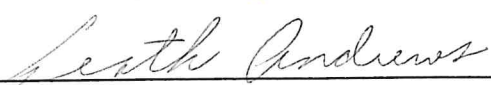
11-26-90  
Date

By   
Acting Asst. Vice President - Business

11-28-90  
Date

By   
Chair  
Wanapa County Conservation District

3/7/91  
Date

By   
Chair  
Wanapa County Extension

1-31-91  
Date