

COOPERATIVE AGREEMENT
between
OKANOGAN CONSERVATION DISTRICT and CASCADIA CONSERVATION DISTRICT
For Mutually Beneficial and Reimbursable Services

This Agreement is made by and between Okanogan Conservation District ("OKANOGAN"), and Cascadia Conservation District ("CASCADIA"), collectively referred to as the "Parties" or singularly as the "Party."

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

WHEREAS, OKANOGAN and CASCADIA enter into this cooperative agreement ("this Agreement") under the authority of RCW Chapter 89.08;

WHEREAS, the execution of this Agreement shall be effective July 1, 2021, and be effective until the Parties, individually or collectively terminate this agreement as outlined in the "Termination" section of this agreement; and

WHEREAS, OKANOGAN and CASCADIA 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 Parties have an ongoing association and common interests in implementing various programs including conservation planning, technical assistance and implementation of Best Management Practices. The purpose of this agreement is to secure efficient use of available expertise and resources by sharing staff and financial support to accomplish common goals. Currently, archaeological services are needed to complete cultural resources investigations, and occasionally financial management or technical assistance is needed to support ongoing programs. Therefore, OKANOGAN and CASCADIA agree that members of their staff may conduct such remote electronic or on-site, local activities within each other's boundaries as may be needed to complete the requested tasks.

ARTICLE II
COLLABORATIVE ASSISTANCE

2.01 **Coordination of Activities.** The Parties agree to meet or correspond as needed to ensure communication of program activities and direction. Either Party may request the assistance of the other, and the Parties will agree on the work to be completed, the expected timeline and budget, and any other specific terms before the work commences. This may take the form of verbal discussion and email correspondence or a work order summary of the agreed elements, as determined by the Parties.

2.02 Scope of Work

OKANOGAN will:

1. Request cultural resources investigations for projects in compliance with various funding sources (WA Conservation Commission, Department of Ecology, etc.).
2. Include necessary information on the project site, cooperators and Area of Potential Effect.
3. Communicate any additional information requested by CASCADIA staff to facilitate completion of the investigation and report.
4. For other services, use or provide information, records and landowner access necessary to perform the requested tasks.
5. Notify CASCADIA when ongoing services are no longer needed, or when new requests for assistance arise.

CASCADIA will:

1. Complete any Cultural Resources notice or consultation requirements for each project; conduct field investigation, research and monitoring, if needed; and submit a completed investigation report.
2. Notify OKANOGAN of the report submittal(s) when completed.
3. Communicate with OKANOGAN as necessary to gather information, report progress on the investigation(s), and discuss available funding and staffing capacity for initial investigations and any additional work for which resources may become available.
4. For other services, use or provide information, records and landowner access necessary to perform the requested tasks.
5. Notify OKANOGAN when modifications or discontinuance of ongoing services may be needed, or when new requests for assistance arise.

ARTICLE III ADMINISTRATION

- 3.01 **Administrator.** OKANOGAN, through its District Manager or designee, and CASCADIA, through its Executive Director or designee, shall be responsible for the administration of this Agreement.

ARTICLE IV DURATION AND TERMINATION OF AGREEMENT

- 4.01 **Duration.** This Agreement shall be effective July 1, 2021. The term of this Agreement shall continue until terminated as specified in the Termination clause of this document.
- 4.02 **Termination.** This Agreement may be terminated, in writing, by either of the Parties with thirty (30) days notice.

ARTICLE V REIMBURSEMENT FOR SERVICES

- 5.01 **Compensation.** The Parties agree that each party will provide invoices to the other for services rendered as needed, but not more frequently than monthly. Services provided shall be identified on the invoices and payment will be due as agreed between the Parties on a case-by-case basis. Reimbursable amounts may include salaries/wages and benefits at current composite billing rates; indirect costs at the current rate allowable

under the WA Conservation Commission; mileage and travel at the current Washington State rates; and any supplies, equipment or other goods and services costs incurred on behalf of the agreed activities. Backup documentation including time sheets, travel vouchers and receipts will be submitted with each invoice or retained in the District records as agreed. These activities may be funded by the Parties through grants, contracts or other means as deemed appropriate by the Parties, and each may request additional documentation or procedures as needed to meet the requirements of the funding source. Such additional needs, if any, will be identified at the time the services are requested, whenever possible.

ARTICLE VI INDEMNITY – INSURANCE – INDEPENDENT CAPACITY

- 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.
- 6.02 **Insurance.** Each party shall maintain coverage that meets all requirements of the laws of the State of Washington and/or the United States for all employees whose work is subject to the protection afforded by such legislation. Each party shall also maintain appropriate Comprehensive general liability (bodily injury and property damage), Comprehensive automobile liability (bodily injury and property damage) and Professional liability insurance.
- 6.03 **Independent Capacity.** The employees or agents of each party who are engaged in the performance of this agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of another 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 Chelan 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.
- 9.02 **Severability.** If any provision of this agreement or its application to any person or circumstance is held invalid, the remainder of the agreement or the application of the provision to other persons or circumstances is not affected.

**OKANOGAN CONSERVATION DISTRICT
BOARD OF SUPERVISORS**




Ivan Oberg, Chair



Date

**CASCADIA CONSERVATION DISTRICT
BOARD OF SUPERVISORS**

Junell Wentz, Chair

For

Auditor

Date

9-23-21