

Inter-Local Agreement  
Okanogan Conservation District  
and  
Ferry Conservation District

**This Agreement** is made and entered into between the Okanogan Conservation District (Okanogan) and the Ferry Conservation District (Ferry).

**WHEREAS**, Okanogan and Ferry have jurisdiction to enter into this agreement in order to carry out programs for conservation of renewable natural resources within their respective districts; and

**WHEREAS**, Okanogan and Ferry are developing and implementing common natural resource enhancement, restoration, and protection programs; and

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

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

1. **Shared Personnel:** From time to time, the parties of this agreement expect that they may require additional or have excess staff.
  - a. The managers of the two districts may share employees to achieve their district's respective program goals on a short term basis (up to one month) without prior board authorization.
  - b. Both Boards must, by resolution, consent to a sharing arrangement beyond one month at their next regularly scheduled meeting.
  - c. The lending district shall:
    - i. Continue to be the employer of the "shared" employee;
    - ii. Pay the salary and benefits of the shared employee;
    - iii. Submit a monthly invoice by the 5<sup>th</sup> of each month billing to the borrowing district.
  - d. The borrowing district shall:
    - i. Reimburse the lending district at the shared employee's composite rate, per diem and mileage at the State rate, plus overhead at 15% within 20 days of receipt of an invoice;
    - ii. Provide day to day oversight over the shared employee;
    - iii. Provide a suitable work area.
  
2. **Shared Equipment:** From time to time, the parties of this agreement expect that they may require additional or have excess equipment/tools.

- a. The managers of the two districts may share equipment/tools to achieve their district's respective program goals on a short term basis (up to one month) without prior board authorization.
  - b. Both Boards must, by resolution, consent to a sharing arrangement beyond one month at their next regularly scheduled meeting.
  - c. The lending district shall:
    - i. Continue to be the owner of the "shared" equipment/tools;
    - ii. Submit a monthly invoice by the 5<sup>th</sup> of each month billing to the borrowing district if there is a cost for use.
  - d. The borrowing district shall:
    - i. Reimburse the lending district at the published rental rate (if one exists) within 20 days of receipt of an invoice;
    - ii. Provide day to day oversight over the use of the equipment/tools;
    - iii. Provide at the borrowing district's expense necessary maintenance.
  - e. Other expenses or considerations shall be previously agreed to in writing between the two districts before expenditures may be incurred or billed.
3. Multi-Conservation District Projects – From time to time, one of the parties of this agreement may have a project that will require assisting landowners and property managers in the other party's district.
- a. The managers of the two districts may agree to a temporary allowance of one party assisting landowners/property managers in the other conservation district on a short term basis (up to one month) without prior board authorization.
  - b. Both Boards must, by resolution, consent to a partnership arrangement beyond one month at their next regularly scheduled meeting.
  - c. The implementing district shall:
    - i. Provide the receiving district with updates about the projects, which may include, results of the conservation activities, cooperating landowner/property manager input on the project, and other information as deemed appropriate or by request of the receiving district.
    - ii. Directly provide cost-share funding to participating landowners/property managers, where appropriate for the project and as it is available.
    - iii. Be responsible for ensuring the relationship between the receiving district and the landowner/property manager is not damaged in any way.
  - d. The borrowing district shall:
    - i. Inform the implementing district of information they wish to receive on the implementation of the project or program.

- ii. Provide the implementing district with information regarding the local custom's and culture of working with landowners/property managers in their district.
- e. Other expenses or considerations shall be previously agreed to in writing between the two districts before expenditures may be incurred or billed.

- 4. Termination: Either party may terminate this agreement by giving the other written notice by fax or mail, to the appropriate address as noted below:

Okanogan Conservation District  
1251 S 2<sup>nd</sup> Ave, Rm 102  
Okanogan, WA 98840  
(509) 422-0855 x 110

Ferry Conservation District  
PO Box 1045  
Republic, WA 99166-1045

- 5. Records Maintenance: Ferry and Okanogan shall each maintain books, records, documents, and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein.
- 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 party's employees, agents, and/or authorized subcontractor(s) while performing this agreement. The actions of the shared employee are deemed to be those of the district for whose project he was working or that gave rise to the claim.
- 7. Agreement Alterations and Amendments: Ferry and Okanogan may mutually amend this agreement. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind Ferry and Okanogan.
- 8. 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.
- 9. 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.

10. Effective Date: The effective date of this agreement is July 1, 2017 and will expire when replaced or superseded unless terminated earlier at the written election of either District.

Ferry Conservations District

Okanogan Conservation District

  
by Eric Bracken, Chair

VITE CHAIR

  
by Ivan Oberg, Chair