

**INTERLOCAL AGREEMENT BETWEEN OKANOGAN CONSERVATION DISTRICT
AND USDA FOREST SERVICE – OKANOGAN-WENATCHEE NATIONAL FOREST
FOR TECHNICAL AND FINANCIAL SERVICES FOR NATURAL RESOURCE
CONSERVATION.**

This Agreement is made by and between Okanogan Conservation District (“OCD”) and the USDA Forest Service – Okanogan-Wenatchee National Forest (“USFS”) collectively referred to as the “Parties” or singularly as the “Party.”

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

WHEREAS, the OCD enters into this interlocal cooperation agreement (“this Agreement”) with the USFS under the authority of RCW Chapter 39.34;

WHEREAS, the execution of this Agreement shall be effective July 1, 2010 and be effective until the Parties, individually or collectively terminate this agreement as outlined in the “Termination” section of this agreement; and

WHEREAS, the OCD and the USFS 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 OCD shall be enabled to work proactively with the USFS and its partners, lessees, permittees, and contractors on natural resource conservation projects within the boundaries of all USFS managed lands within Okanogan County.

**ARTICLE II
COLLABORATIVE ASSISTANCE**

2.01 Coordination of Activities. The Parties agree to meet as needed to ensure communication of program activities and direction.

2.02 Program Goals and Priorities Development. Where feasible and appropriate OCD and USFS shall engage each other during the development of site specific conservation plans and specifications.

FILE COPY

ARTICLE III ADMINISTRATION

3.01 **Administrator.** The OCD, through its District Manager, and the USFS, through its appropriate (by project location) District Ranger, 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, 2010. 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 parties agree that each party shall be solely responsible for their own costs, fees, and encumbrances they incur as part of this project or any other related to application of conservation projects or programs except as may be incurred as part of a separate cost-share agreement.

5.02 **Cost Share.** The parties may from time to time enter into spate cost-share agreements where funding may be provided from the OCD to the USFS or one or more of its permittees, lessees, contractors, or assignees for the purposes of funding in whole or in part the installation, construction, or placement of a conservation practice.

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 of 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.

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

8/5/10
Date

**USDA FOREST SERVICE
OKANOGAN-WENATCHEE NATIONAL FOREST**

Rebecca Heath, Supervisor

Date



August 30, 2006

OKANOGAN CONSERVATION DIST
1251 SOUTH 2ND AVENUE
OKANOGAN WA 98840

Vendor #: 910937458

Attention: Credit Manager

The U.S. Department of Agriculture (USDA) is using the recovery audit services of PRG Schultz to identify and recover erroneous and improper payments. This audit will include a review of specific USDA agencies outstanding accounts payable balances. Recovery auditing is part of a Government-wide initiative led by the Office of Management and Budget.

We need your assistance and cooperation in providing our contractor, PRG Schultz, with a current status of the following USDA agency accounts showing all open transactions:

- ✓ Forest Service
- National Resources Conservation Service
- Farm Service Agency
- Rural Development
- Agricultural Marketing Service
- Agricultural Research Service
- Food Safety and Inspection Service

The status must include all open invoices, credit memos, unapplied payments, erroneous payments, duplicate payments, allowances, charge backs, rebates and items in dispute. **Please ensure that each accounting status is appropriately annotated as to relevant USDA agency.** If you are unable to provide an item statement, please send a copy of the aged balances for all accounts. If there is a zero balance on an account(s), please indicate by placing an "X" on the zero balance line.


Please include below the name, telephone number and email address of the contact individual who will respond to any necessary follow up. A special mailing address has been established to send the requested information. Please return this letter and the requested information within the next thirty (30) days to:

U.S. Department of Agriculture
c/o Matt Bell
Accounts Payable Special Project
P.O. Box 725229
Atlanta, GA 31139-9998
Phone #: (866) 843-2849 **Fax #: (866) 848-8933**

Please continue to mail all regular invoices and all other accounts payable correspondence to the current address shown on your contract/purchase order.

Any questions regarding this request may be directed to Matt Bell.

Sincerely,


Matthew Faulkner
Director
Credit, Travel and Grants Policy Division

Zero Balance: _____

Vendor Contact:
Name: _____
Title: _____
Telephone: _____
Email address: _____
Fax: _____



RECEIVED SEP 05

SUPPLEMENTAL MEMORANDUM OF UNDERSTANDING
Between the
OKANOGAN COUNTY CONSERVATION DISTRICT
and the
UNITED STATES DEPARTMENT OF AGRICULTURE
FOREST SERVICE

Statement of Purpose

On the 12 day of September, 1991, the Okanogan County Conservation District, State of Washington, and the United States Department of Agriculture entered into a memorandum of understanding for the purpose of establishing a basis for agencies of the Department to cooperate with and assist the District in carrying out erosion control and soil conservation. Under the provisions of the Flood Control Act of 1936 (49 Stat. 1570), the Watershed Protection and Flood Prevention Act of 1954 (68 Stat. 666) and other acts of Congress, the Forest Service of the U.S. Department of Agriculture is authorized to cooperate with and furnish assistance to public agencies, such as the District, for development, maintenance, and proper utilization of Forests, farm woodlands, and certain rangelands. The governing body of the District has adopted a work plan, which it will keep current as a general guide, a copy of which is attached, showing in general how the District will carry out its activities in the interest of the conservation of soil and water resources and the prevention and control of soil erosion and the degradation of water quality.

The Forest Service is in a position to assist the District in achieving the objectives set forth in its plans for forestry and range work on private lands within the National Forests and rangelands adjacent to the National Forests which are administered in conjunction with National Forest Lands under formal agreement with the owner or lessee. Therefore, the District and the Forest Service, USDA, hereby enter into this supplemental memorandum of understanding:

A. The U.S. Forest Service will:

1. Furnish technical assistance to the District Governing Body and to District cooperators. In furnishing this assistance the Forest Service will:

a. In accordance with existing agreements with the State Forester and other State and public agencies, assist the District in the preparation of fire control plans and the training of fire control organizations; assist the District in protecting the watershed area within the District from damage, including close cooperation in the use of personnel and equipment in fire suppression, and closely cooperate in educational work pertaining to the use of fire in land clearing.

b. Cooperate with the District in programs to re-vegetate denuded and partly denuded privately owned lands and National Forest Lands for the purpose of watershed protection. Work closely with the District to attain objectives in securing protection and, in some cases, rehabilitation of privately owned but highly valuable mountain watershed lands that have a direct bearing upon the economic life of communities.

c. Give technical assistance in the preparation of range management plans for private rangelands within the national Forests and rangelands adjacent to the National Forest which are administered in conjunction with National Forest Land under formal agreement with the owner or lessee.

d. In accordance with existing agreements with the State Forester and other State and public agencies, assist in making surveys for developing forest management plans for private lands to the extent personnel are available.

e. Give technical guidance in connection with the establishment and operation of forestry demonstration areas.

f. Cooperate with the District and responsible local, State, and Federal agencies in wildlife surveys and plans.

g. Consult with the District in connection with changes or improvements in the forestry and range phases of the district program and work plan.

h. Furnish representatives to serve on advisory committees established by the District.

i. Assist the District in keeping records and preparing reports for those forestry and range programs of the District for which the Forest Service gives technical assistance.

2. When available, furnish such equipment, materials, and labor as the Forest Service determines are needed in rendering assistance to the District.

3. Cooperate with the District in the coordination of the national forest program with the District program, on the following measures as may be mutually agreed upon: watershed protection, fire control, forest management, erosion control, flood prevention, and such other conservation measures common to the interests of the U.S. Forest Service and District.

4. Upon requests for specific assistance, furnish, on or about October 1, and May 1, of each fiscal year, an estimate of the amount of assistance that is available and can be provided to the District for the ensuing six (6) month period. Within a reasonable time after this supplemental memorandum of understanding becomes effective, a similar estimate will be furnished for the period between the effective date hereof and the submission of the first six (6) month's estimate.

B. The District Will:

1. Determine priorities for the selection of work areas on private land under the cooperative agreement with the District.

2. In a further effort to coordinate programs and policies, submit plans or programs involving work in National Forest lands, for the review and approval of the forest supervisor concerned before such plans are given District approval.

3. Enter into cooperative agreements with owners and operators of land, based on plans for the development, maintenance, protection, and utilization of forested lands and other lands on which the assistance of the Forest Service will be used.

4. The District will establish priorities for Coordinated Resource Management plans as the County Advisory Committee for Coordinated Planning (CRMP's).

5. Cooperate in educational work with agriculturists and other forest users in matters of conservation.

6. Cooperate with the Forest Service in programs of prevention and suppression of forest and range fires within the District.

7. Extend to the Forest Service an invitation to attend regular and special meetings of the District.

C. It Is Further Understood:

1. All employees, labor, equipment, materials, and facilities that may be made available to the District under this supplemental memorandum of understanding will be used under conditions mutually agreed upon by the District and the Forest Service.

2. Other needs being equal, the Forest Service, in extending assistance provided for in this supplemental memorandum of understanding, will give priority to lands under cooperative agreements with the District, based on complete farm conservation plans.

3. Technical assistance in meeting the forest management needs of individual cooperators will ordinarily be met by the State agency charged with the responsibility for furnishing technical forestry assistance to private forest landowners. The District is urged to enter into an agreement with the State forestry agency covering this type of work.

4. This supplemental memorandum of understanding is subject to all the regulations and policy statements of the Secretary of Agriculture now and hereafter in effect.

5. This supplemental memorandum of understanding shall be effective when signed by both parties. It may be modified at any time by the joint agreement of the parties or terminated by either party by giving sixty (60) days notice in writing to the other party.

OKANOGAN COUNTY CONSERVATION DISTRICT

By *Dora Cherry*
acting Chairman, District Governing Body

Date September 12 1991

The signing of this supplemental memorandum of understanding was authorized by a resolution of the District Governing body adopted at a meeting held on September 12, 1991.

U.S.D.A. DEPARTMENT OF AGRICULTURE
FOREST SERVICE

By *Sam Hehr*
Forest Supervisor, Okanogan National Forest

Date September 12, 1991

