

Interlocal Agreement
between
Okanogan Conservation District
and
Community Foundation of North Central Washington

This Agreement is made and entered into and between the Okanogan Conservation District (OCD) and the Community Foundation of North Central Washington (CFNCW).

WHEREAS, OCD and CFNCW have jurisdiction to enter into this agreement as provided in RCW Chapter 89.08 (Conservation Districts Act), RCW Chapter 39.34 (Interlocal Cooperation Act), and RCW Chapter 24.03 Washington Nonprofit Corporation Act; and

WHEREAS, OCD and CFNCW are working collaboratively with the Okanogan County Long Term Recovery Group (OCLTRG) to assist landowners in the Benson Creek Water Users Association (BCWUA) with wildfire recovery actions; and

WHEREAS, working cooperatively on this activity will greatly increase the conservation of natural resources, delivery of programs to landowners in need following a disaster; and

WHEREAS, OCD, being a local government entity with a mission to provide technical and financial assistance to landowners for implementing natural resource conservation is uniquely positioned to provide long-term funding oversight; and

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

1. Funding for Reservoir Dam Repairs: The OCD is providing fire recovery funding to the Benson Creek Water Users Association to fund the repair of Watkins Dam, a water supply reservoir dam damaged in post wildfire floods. The CFNCW acting as the financial sponsor for the OCLTRG shall provide up to \$175,000 in matching grant funds for the project to be used as match for the State of Washington funds administered by the OCD. The seven landowners participating in the program must pay back the full amount of the funds provided by the CFNCW per promissory notes and deeds of trust on file with the Okanogan County Auditor.

This agreement is
connected to the
Benson Creek Promissory
Notes filed under
District Property

2. BCWUA Water User Loan Terms: Individual loans shall accrue zero (0) percent interest, with no penalty for payment at any time, and must be paid in full upon transfer of real property title to which the loans are tied.
3. BCWUA Water User Loan Payments: Payments for the loans provided herein shall be made directly to the Okanogan Conservation District (OCD). These payments shall be placed in a fund dedicated to paying for conservation practices in the Benson Creek watershed of the Methow Valley, Washington.
4. Benson Creek Conservation Fund: The OCD shall hold funds in this internally managed account and make payments to landowners, contractors, and others who have been previously approved by the District for the purpose of reimbursing them for a portion of the costs to implement qualifying conservation practices exclusively within the Benson Creek Watershed of the Methow River Valley in Washington State. Eligible practices may include, but are not limited to: Firewise, soil health and erosion control, water quality and quantity efficiency improvements, plant health and vigor, and other priority natural resource conservation needs.
5. Reporting and Documentation: The OCD shall maintain a chart of accounts for this fund that must be repaid by specific landowners. The chart of accounts will show the amount loaned, payment date, amount paid, and amount remaining on the loan for each individual landowner. All records shall be maintained in accordance with the Washington State Auditor's Office and Washington State Archivist rules for records retention.

Furthermore, the OCD shall maintain an on-going report of activities for how funds paid back to the account are used, including the date funds were appropriated to a project, description of the project, and location of the project.

6. Eligible expenses: Include the costs of implementing conservation practices for projects approved by the OCD Board of Supervisors per the conditions of this agreement.
7. Termination: Either party may terminate this agreement by giving the other written notice by e-mail or mail, to the appropriate address as noted below. Termination of this agreement under this section becomes effective upon delivery of the written notice. Notices are to be sent to:

Okanogan Conservation District
1251 S 2nd Ave, Rm 102
Okanogan, WA 98840
craig@okanogancd.org

Community Foundation of North Central Washington
9 S. Wenatchee Ave.
Wenatchee, WA 98001
beth@cfncw.org

If this agreement is terminated, all funds paid to OCD by program participants shall be remitted in whole to the CFNCW minus the funds applied to conservation practices in the watershed per this agreement. Further, the OCD shall work with CFNCW to ensure any remaining promissory notes that have not been repaid in full, are amended to make the CFNCW the payee.

8. Records Maintenance: CFNCW and OCD 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 and agrees to make the same available for inspection as needed during usual business hours.
9. 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.
10. Agreement Alterations and Amendments: CFNCW and OCD may mutually amend this agreement. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind CFNCW and OCD.
11. 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.
12. Governance: This agreement is entered into pursuant to and under the authority granted conservation districts by RCW 89.08.220(9) (Conservation Districts), RCW Chapter 24.03 (Washington Nonprofit Corporation Act), and by RCW 39.34 (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.

13. Effective Date: The effective date of this agreement is June 1, 2017.

Okanogan Conservation District


By Ivan Oberg, District Chair

8/10/17
Date

Community Foundation of North Central Washington


By Beth Stipe, Executive Director

8/6/17
Date