

**INTERLOCAL AGREEMENT  
BETWEEN  
THE COUNTY OF OKANOGAN AND  
OKANOGAN CONSERVATION DISTRICT  
FOR THE FUNDING OF COUNTYWIDE FIREWISE  
PROGRAM**

**THIS INTERLOCAL AGREEMENT** is entered into this December, 2018, between Okanogan County, Washington (hereinafter "County") and the Okanogan Conservation District (hereinafter "OCD"), hereinafter referred to as the "Parties"

**WHEREAS**, the County has received Title III funds from the Secure Rural Schools and Community Self-Determination Act of 2012 as reauthorized pursuant to Public Law 115-141; and

**WHEREAS**, the County has followed the public notice and meeting process required by the Act and has held the appropriate budget meetings committing money for the Okanogan Firewise Project; and

**WHEREAS**, the Parties are authorized to implement wildfire fuels reduction projects within their respective political boundaries; and

**WHEREAS**, the Interlocal Cooperation Act, RCW 39.34 authorized public agencies to contract with each other for the provision of local government services; and

**WHEREAS**, OCD has requested Title III funds from the County in the amount of \$72,500 for Fiscal Year 2019 for the purpose of funding the projects as set forth in OCD's Project Submission Form attached hereto ("Attachment A"); and

**WHEREAS**, OCD's project proposal meets the requirements for expenditure of Title III funds in furtherance of its fuels reduction and education project,

**WHEREAS**, this Agreement is entered into for the mutual benefit of the Parties and is specifically authorized by the Interlocal Cooperation Act set forth in Chapter 39.34 of the Revised Code of Washington.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the County and OCD agree as follows:

**Section 1. Purpose.**

This project will have 3 main components to achieve the goal of increased awareness and adoption of Firewise practices. They are:

- Technical assistance to landowners through home risk assessments and to communities through hazard mitigation planning, including facilitation of the process to become a recognized Firewise Community. Okanogan CD will refer landowners to programs which assist with fuels reduction/forest health projects(WDNR & NRCS primarily)
- Cost-sharing (50:50) for home ignition zone best practices, targeting vulnerable areas on an immediately surrounding a structure, based on the latest home ignition research.

- Education and outreach to individuals and communities throughout Okanogan County through various media and events, primarily via event booths, mailings, and social/traditional media.

## **Section 2. Schedule.**

The start date of this project is January 1, 2019 and the completion date is when the total amount allocated is disbursed.

## **Section 3. Amount Allocated.**

The County will pay up to \$72,500 to the OCD to finance costs of the Project . The contract amount will be paid monthly pursuant to vouchers submitted by an authorized representative of OCD. OCD's vouchers will include a summary report of program activities and financials and documentation to back-up its request such as detailed mileage logs, paid invoices, staff time sheets, and a description of amounts used.

## **Section 4. Inspection of Work.**

Copies of all material and information produced for this grant will be provided to the County to substantiate the request for payment along with other pertinent material associated with each payment.

OCD will track the following metrics:

- # home risk assessments conducted
- # cost share projects completed
- # of new Firewise Communities
- # renewed Firewise Communities
- # people attending tabling events.

Detailed monthly reports on program activities and financials will be provided with each request for reimbursement.

## **Section 5. Modification of the Agreement.**

This Agreement may be modified only by the written consent of each party.

## **Section 6. Term of Agreement.**

This Agreement shall become effective on January 1, 2019, and shall expire when the total amount allocated is disbursed.

## **Section 7. Termination for Cause.**

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given an opportunity to correct the violation or failure within 15 days.

If the failure or violation is not corrected, the Agreement may be terminated immediately by written notice of the aggrieved party to the other.

#### **Section 8. No Separate Legal Entity.**

It is not the intention that a separate legal entity be established to conduct this cooperative undertaking.

#### **Section 9. Indemnification of the County.**

OCD agrees to indemnify the County and its commissioners, officers, employees and agents for and hold the County and its commissioners, officers, employees and agents harmless from all claims, actions, causes of action, judgments, liabilities, expenses, costs and reasonable attorneys' fees and all limitations, restraints, penalties or obligations pertaining to the County or its commissioners, officers, employees or agents arising out of any act, omissions, or neglect in connection with OCD's (including OCD's employees, agents, officers, licensees, invitees or other occupants of the Property) building, repair, equipping, use, operation, maintenance or other work related to the Project, except where such is a result solely of the negligence or willful misconduct of the County or its commissioners, officers, employees or agents.

#### **Section 10. Severability.**

In the event any term or condition of this Agreement or application thereof to any person, entity or circumstance is held invalid, such invalidity shall not effect any other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this Agreement are declared severable.

#### **Section 11. Governance.**

This agreement is entered into pursuant to and under the authority granted by the laws of the State of Washington and any applicable federal laws. The provisions of this agreement shall be construed to conform to those laws.

#### **Section 12. Notice.**

Any notice required by this agreement shall be sent to:

Okanogan County Commissioners  
123 – 5<sup>th</sup> Avenue North, Room 150  
Okanogan, WA 98840

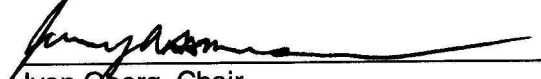
Okanogan Conservation District  
1251 2<sup>nd</sup> Avenue South, Room 102  
Okanogan, WA 98840


**Section 13. Filing.**

Pursuant to RCW 39.34.040, this agreement shall be filed with the Okanogan County Auditor or alternatively, listed by subject on the public web site of the Parties hereto or on other electronically retrievable public source.




IN WITNESS WHEREOF, the parties have signed this Agreement as of this 8<sup>th</sup> day of January, 2019.

**OKANOGAN CONSERVATION DISTRICT**

  
Ivan Oberg, Chair  
for

  
Laleña Johns, Clerk of the Board

**BOARD OF COUNTY COMMISSIONERS  
OKANOGAN, WASHINGTON**

  
Jim DeTro, Chairman  
  
Chris Branch, Member  
  
Andy Hoyer, Member

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David Gecas, Chief Civil DPA