

**RESOLUTION NO. 32-2024**

**A RESOLUTION OF THE OMAK CITY COUNCIL ENTERING INTO A  
MEMORANDUM OF AGREEMENT BETWEEN THE OKANOGAN  
CONSERVATION DISTRICT FOR THE IMPLEMENTATION OF A COMMUNITY  
CHIPPING PROGRAM**

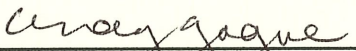
**WHEREAS**, the Okanogan Conservation District is implementing an EPA Community Chipping Program to reduce yard waste burning by chipping residential woody debris; and

**WHEREAS**, Okanogan Conservation can extend the benefits of this program to the City of Omak residents through a Memorandum of Agreement with the City of Omak.

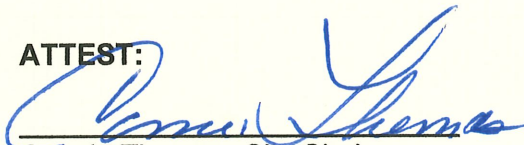
**NOW, THEREFORE, BE IT RESOLVED** by the Omak City Council, that the Memorandum of Agreement between the City of Omak and Okanogan Conservation District, a copy of which is attached hereto as "Exhibit A", is approved. The Mayor is authorized to execute the same on behalf of the City.

1st **INTRODUCED AND PASSED** by the City Council of the City of Omak this day of April, 2024.


**APPROVED:**

  
\_\_\_\_\_  
Cindy Gagné, Mayor

**ATTEST:**

  
\_\_\_\_\_  
Connie Thomas, City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Michael D. Howe, City Attorney

# MEMORANDUM

To: Cindy Gagné, Mayor

From: Wayne Beetchenow, Public Works Director

Date: April 1, 2024

Subject: **Resolution No. 32-2024** Approving Interlocal Agreement with the Okanogan Conservation District

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The Attached Resolution: **32-2024, A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING AN AGREEMENT INTERLOCAL AGREEMENT WITH THE OKANOGAN CONSERVATION DISTRICT**, is forwarded for your consideration.

This resolution is an interlocal Agreement with the Okanogan Conservation District to implement the EPA Community Chipping Program to reduce yard waste burning by chipping residential woody debris.

We are requesting approval of this resolution.

**Memorandum of Agreement  
Okanogan Conservation District**

**And**

**The City of Omak**

**THIS AGREEMENT** is made and entered into between the Okanogan Conservation District (Okanogan CD) and the City of Omak.

**WHEREAS**, Okanogan CD and City of Omak have jurisdiction to enter into this agreement as provided in RCW Chapter 89.08 (Conservation Districts Act) and RCW Chapter 39.34 (Interlocal Cooperation Act); in order to carry out community chipping events for air quality improvements within the Omak City limits;

**WHEREAS**, Okanogan CD and City of Omak are working collaboratively to provide a community chipping program to reduce back yard burning and/or reduce wildfire fuel loads;

**WHEREAS**, Okanogan CD and City of Omak work collaboratively on projects relating to watershed planning, community planning, and other natural resource management projects;

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

**NOW, THEREFORE**, in consideration of the mutual benefits to be derived from this Agreement, Okanogan CD and City of Omak agree as follows:

1. Shared Projects: Either party may have work, projects, or activities that require outside assistance that the other party of this agreement can provide quickly, efficiently, and cost-effectively. To deliver effective services that benefit both Okanogan CD, City of Omak, and the public served, the parties agree to allow the persons identified in this agreement to develop Supplemental Statement of Work (SSOW) to this agreement that details the service, personnel, equipment to be provided and terms and conditions under which they will be provided.
  - a. The Executive Director of Okanogan CD and the Director of Public Works of the City of Omak are hereby authorized to develop SSOWs to achieve their respective program goals on a short-term basis (not to exceed 60 calendar days or \$10,000 in total value) without prior authorization of the Okanogan CD Board and Omak City Council.
  - b. Both the Omak City Council and Okanogan CD Board must agree to a sharing arrangement beyond two months or for work exceeding \$10,000 in total value.
  - c. Each party shall:
    - i. Continue to be the employer of their employee(s), including responsibility for all wages and benefits;

- ii. Be responsible for repairing any equipment used in this agreement that is broken beyond normal wear and tear;
  - iii. The party completing work for reimbursement shall submit a monthly invoice by the 10<sup>th</sup> of each month up to the agreed amount for labor and/or equipment in the supplement statement of work that is signed by both parties.
  - iv. Payment will be made within 30 days of receiving the invoice.
  - v. Agree to direct staff to work cooperatively to complete agreed upon work in SSOWs.
2. Termination: Either party may terminate this agreement by giving the other 30 days written notice by email, or mail, to the appropriate address as noted below:

Okanogan Conservation District  
 Craig Nelson, Executive Director  
 1251 2<sup>nd</sup> Ave. South, Room 102  
 Okanogan, WA  
 509-422-0855  
[craig@okanogancd.org](mailto:craig@okanogancd.org)

City of Omak  
 Cindy Gagné, Mayor  
 2 Ash St. North  
 Omak, WA 98841  
[mayor@omakcity.com](mailto:mayor@omakcity.com)

3. Records Maintenance: Okanogan CD and The City of Omak shall each maintain books, records, documents, and other evidence that sufficiently and properly reflect all costs expended by either party in the performance of the services described herein.
4. 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.
5. Agreement Alterations and Amendments: City of Omak and Okanogan CD may mutually amend this agreement. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind City of Omak and Okanogan CD.
6. All Writings Contained Herein: This Agreement and related Supplemental Statements of Work contain all the terms and conditions agreed upon by the parties relative to partnering and collaborating on mutually beneficial projects. 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.
7. 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 (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;
- b. Any other provisions of the Agreement, including materials incorporated by reference.

- 8. Availability of Funding: The obligations undertaken under this Agreement shall be subject to the availability of appropriated funds.
- 9. Effective Date: The effective date of this Agreement is April 4, 2024 and will expire April 4, 2029, or when replaced or superseded unless terminated earlier at the written election of either party.

Okanogan Conservation District

City of Omak

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Lorah Super, Chair Date

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Cindy Gagné, Mayor Date

**Memorandum of Agreement**  
**Okanogan Conservation District**  
**And**  
**The City of Omak**

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  - b. Both the Omak City Council and Okanogan CD Board must agree to a sharing arrangement beyond two months or for work exceeding \$10,000 in total value.
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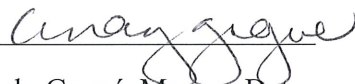
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Okanogan Conservation District

City of Omak

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Lorah Super, Chair Date

  
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Cindy Gagné, Mayor Date



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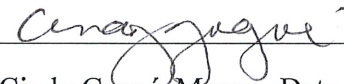
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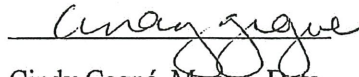
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City of Omak

  
For \_\_\_\_\_ 4/4/24  
Lorah Super, Chair Date

  
Cindy Gagné, Mayor Date