

# AGENDA REQUEST FORM

Return completed form and complete agenda item to the Clerk of the Board  
Yakima County Commissioners' Office, Room 232

Prepared by:  
Tommy Carroll

<i>Board of County Commissioners Record Assigned</i> BOCC Agreement
#
<b>169 - 2021</b>
<i>Yakima County, WA</i>

Department: Public Services-Planning

Requested Agenda Date: 07/13/2021 <sup>07/16/21</sup>

Presenting: Jason Earles, Byron Gumz

<b>APPROVED FOR AGENDA:</b>	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular
<small><i>Board of County Commissioners Determined</i></small>	

Document Title:  
**IN THE MATER OF THE VOLUNTARY STEWARSHIP PROGRAM FUNDING AGREEMENT WITH THE WASHINGTON STATE CONSERVATION COMMISSION AND YAKIMA COUNTY**

Action Requested: *Check Applicable Box*

<input type="checkbox"/> PASS RESOLUTION	<input checked="" type="checkbox"/> EXECUTE or AMEND <b>AGREEMENT CONTRACT</b> or GRANT
<input type="checkbox"/> ISSUE PROCLAMATION	<input type="checkbox"/> PASS ORDINANCE <input type="checkbox"/> OTHER _____

Describe Fiscal Impact:

The Washington State Conservation Commission is providing a \$235,000.00 for the 2021-2023 Biennium for the implementation of the Voluntary Stewardship Program. Yakima County may retain 10% of the grant for the management of the grant.


Background Information:

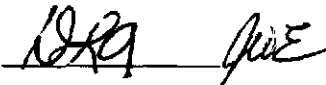
Washington State Conservation Commission provides grant funds for activities related to Yakima County for the implementation of the Voluntary Stewardship Program Work Plan. The state grant funds are managed by Yakima County (only) and are distributed to both the North and South Conservation Districts for the implementation of the Voluntary Stewardship Program through the next 2021-2023 Biennium.

Summary & Recommendation:

Yakima County recommendations approval of the resolution to ensure the implementation of the Voluntary Stewardship Program Work Plan.

Motion:

Department Head/ Elected Official  
  
  
Signature

**AGREEMENT** Attached Is Approved as to Form  
Corporate Counsel Initial 

<small><i>Late Agenda Requests Require BOCC Chairman Signature:</i></small>
_____

**2021-23 Biennium Contract No. K2227**

**BETWEEN**

**The Washington State Conservation Commission**

**AND**

**Yakima County**

**FOR**

**Voluntary Stewardship Program Implementation**

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**THIS AGREEMENT** is made and entered into by and between the Washington State Conservation Commission, hereinafter referred to as "COMMISSION" and Yakima County, hereinafter referred to as "COUNTY".

**IT IS THE PURPOSE OF THIS AGREEMENT** to provide funding to the COUNTY for the implementation of the work plan as required for the Voluntary Stewardship Program (VSP), consistent with RCW 36.70A.700-760 and related statutes.

**THEREFORE, IT IS MUTUALLY AGREED THAT** the COMMISSION will provide funding consistent with the terms of this contract, the policies of the COMMISSION, and the laws of the State of Washington; and the COUNTY will implement the terms of this contract with the funding provided consistent with the policies of the COMMISSION and the laws of the State of Washington.

**1.0 PERIOD OF PERFORMANCE**

Subject to its other provisions, the period of performance of this agreement shall be from July 1, 2021 through June 30, 2023, unless either extended by agreement of the parties or terminated sooner, as provided herein.

**2.0 SCOPE OF WORK**

It is the intent of the parties that the COUNTY will perform its duties consistent with the timelines set forth in RCW 36.70A.720-735, subject to available funding, and subject to state contracting requirements. The COUNTY shall furnish the necessary personnel, equipment, material and/or service(s), or contract with third parties to accomplish the same, and otherwise do all things necessary for or incidental to the performance of the work set forth herein.

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The COUNTY shall report in writing within 30 days any problems, delays or adverse conditions that will materially affect their ability to meet project objectives or time schedules stated herein. This disclosure shall be accompanied by a statement of the action taken or proposed and any assistance needed to resolve the situation.

The COUNTY shall complete the work listed in APPENDIX B – SCOPE OF WORK, herein.

### **3.0 FUNDING AVAILABILITY AND COSTS**

The parties expect legislative appropriation for this work shall not exceed \$235,000. Payment for satisfactory performance of the work accomplished under this agreement shall not exceed this amount. The COMMISSION'S ability to make payments is contingent on availability of funding. In the event funding from the state is withdrawn, reduced, limited or otherwise determined by the COMMISSION to be inadequate in any way after the effective date and prior to completion or expiration date of this agreement, the COMMISSION, at its sole discretion, may elect to terminate the agreement, in whole or part, for convenience or to renegotiate the agreement subject to new funding limitations and conditions. The COMMISSION may also elect to suspend performance of the agreement until the COMMISSION determines the funding insufficiency is resolved. Should the COMMISSION determine funding needs to be reduced, the COMMISSION will provide 30-days notice of an intent to reduce the amount of funding available under this agreement.

### **3.1 Eligible Costs**

The COMMISSION will pay the following costs, but only upon full COUNTY compliance with APPENDIX C – BILLING PROCEDURE:

- Salaries and benefits, 20% indirect of salaries and benefits is allowed on COUNTY personnel or any subcontractor personnel designated by the COUNTY to qualify for indirect costs.
- Travel, including mileage and per diem for program staff, consistent with state law. Travel and expenses paid directly to work group member participants is not allowed.
- Meeting rooms and light refreshments for working meetings. If light refreshments will be provided for meetings a *Meeting Expense Authorization* form needs to be approved prior to the purchase of the refreshments and approved by an authorized signatory. Light refreshments are defined as: an edible item that may be served between meals, for example, doughnuts, sweet rolls, and pieces of fruit or cheese. A list of meeting attendees and an agenda are also required to be eligible for reimbursement.
- Facilitation, reports, studies, research and document preparation, which may be accomplished through either staff efforts or qualified contractors. Contractor services shall conform to ordinary billing rates and overhead multipliers for the type and location of the services within the COUNTY.
- Copy and printing costs.

- Equipment. The COUNTY agrees and understands that pre-approval by the COMMISSION is required for equipment purchases over \$1,000. All equipment should be directly related to the activities of the watershed group and the implementation of the VSP. Equipment may include, but is not limited to, computers, data base software, and GIS software. The COUNTY agrees to use the COMMISSION's VSP Equipment Request form (<https://www.formstack.com/forms/?4320646-BuPBLsyaEi>) for equipment purchases over \$1,000.

### **3.2 Cost-Share Programs**

The COUNTY may choose to offer a cost-share program to achieve the goals and objectives of the county work plan and RCW Chapter 36.70A. If the COUNTY so chooses to offer a cost-share program to VSP participants using funds provided under this contract, the COUNTY hereby agrees that COMMISSION cost-share policies and procedures will be abided by, regardless of who is administering the cost-share program (the COUNTY or some other entity on behalf of the COUNTY). Further, the COUNTY must be in compliance with APPENDIX C – BILLING PROCEDURE and must also:

- Consult with COMMISSION STAFF identified in APPENDIX C – BILLING PROCEDURE, prior to using VSP funds for a cost-share program,
- Provide written documentation that the county work group has approved the cost share program,
- Receive training regarding COMMISSION cost-share policies and procedures, from COMMISSION STAFF identified in APPENDIX C – BILLING PROCEDURE, prior to using VSP funds for a cost-share program, unless COUNTY staff or the entity or entities administering such a cost-share program have already received such training from the COMMISSION, and
- VSP cost-share projects that are funded using any amount of COMMISSION VSP funds shall be documented in the Conservation Practice Database System (CPDS) under RCW 36.70A.720 (2) (b) (i) and (c) (i).
- Any cost-share project using any amount of COMMISSION VSP funds shall only use the cost-share contract provided in CPDS.

### **3.3 Disallowed Costs**

The COUNTY is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors (such as consultants), and Assignees. If the COUNTY expends more than the amount of the COMMISSION funding in this agreement in anticipation of receiving additional funds from the COMMISSION, it does so at its own risk. The COMMISSION is not legally obligated to reimburse the COUNTY for costs incurred in excess of this agreement.

### **3.4 Insufficient Funds**

The obligation of the COMMISSION to make payments is contingent on the availability of state and federal funds through legislative appropriation and state allotment. When this contract crosses over state fiscal years the obligation of the COMMISSION is contingent upon the appropriation of funds during the next fiscal year. The failure of the legislature or federal agencies to appropriate or allot such funds to the program shall be good cause to terminate this contract and for the Executive Director of the COMMISSION to determine that the watershed has not received adequate funding to implement the program consistent with RCW 36.70A.735 (d).

### **3.5 Method of Compensation**

Payment shall be made on a reimbursable basis for costs or obligations. Eligible costs incurred by the COUNTY will be considered to have been paid by the COUNTY under this contract at the time the COUNTY seeks reimbursement from the COMMISSION. No payments in advance of or in anticipation of goods or services to be provided under this agreement shall be made by the COMMISSION. The COUNTY must fully comply with APPENDIX C- BILLING PROCEDURE to be eligible for reimbursement.

### **4.0 ASSIGNMENT**

The COUNTY may not assign this contract. The COUNTY may however, delegate the work to be completed under this agreement to an Agent. Any such Agent shall comply with the requirements of this agreement. Within any such delegation the COUNTY shall remain liable for any claim arising thereunder, and the COUNTY shall remain responsible for compliance with this agreement and RCW 36.70A.700-735, and with all applicable Federal, State and local laws, orders, regulations and permits. COUNTY retains the right to subcontract any portion or portions of the work as it deems necessary to complete the work. If COUNTY chooses to delegate tasks to a lead entity for VSP, a copy of the subcontract must be sent to the Commission's VSP Contract Manager identified in APPENDIX C – BILLING PROCEDURE as soon as the subcontract has been signed by both parties.

### **5.0 CONTRACT MANAGEMENT**

Each party shall assign a specific individual to be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement. Those individuals will be set out in APPENDIX D – RESPONSIBLE INDIVIDUALS herein incorporated by reference. If for any reason the individuals identified in Appendix D change, the parties agree to immediately identify and notify each other of another in writing of the new responsible individual for this agreement.

## **6.0 TERMINATION**

The COUNTY may terminate this agreement upon 30-days' prior written notification to the COMMISSION. If this agreement is terminated by the COUNTY, the COUNTY shall be reimbursed only for performance rendered or costs incurred in accordance with the terms of this agreement prior to the effective date of termination. If this agreement is terminated by the COMMISSION, the COUNTY shall be reimbursed only for performance rendered or costs incurred in accordance with the terms of this agreement prior to the effective date of termination. If the COUNTY terminates this agreement prior to the work plan's approval, or prior to when the work plan's goals and benchmarks are met, the COUNTY may be subject to the requirements of RCW 36.70A.735 and related statutory sections.

The COMMISSION may terminate this agreement upon 30-days' prior written notification to the COUNTY for cause, or for any reason or combination of reasons listed below, each of which constitute a breach of this contract in accordance with Section 7.0 BREACH:

- 6.1 Failure to complete the requirements of Section 2.0 SCOPE OF WORK and/or APPENDIX B - SCOPE OF WORK in a reasonable time frame, or for the reasons listed in 3.0 FUNDING AVAILABILITY above.
- 6.2 The failure to provide timely quarterly status reports are grounds for the termination of this agreement, at the sole determination of the COMMISSION.
- 6.3 The failure to abide by the conditions set out in Section 3.2 above, related to the administration of a cost-share program are grounds for the termination of this agreement, at the sole determination of the COMMISSION.
- 6.4 The failure of the COUNTY to fully comply with the provisions in APPENDIX C – BILLING PROCEDURE shall be grounds for termination of this agreement.
- 6.5 The failure of the COUNTY to submit monthly invoices for reimbursement to the COMMISSION's VSP Contract Manager, in accordance with APPENDIX C – BILLING PROCEDURE, shall be grounds for termination of this agreement.
- 6.6 The failure of the COUNTY to identify and keep current the responsible individual as identified in APPENDIX D – RESPONSIBLE INDIVIDUALS, shall be grounds for termination of this agreement.

The COUNTY or the COMMISSION may terminate this agreement upon 60-days' prior written notification for convenience, without any showing of cause.

## **7.0 BREACH**

The COUNTY shall not be relieved of any liability to the COMMISSION for damages sustained by the COMMISSION and/or the State of Washington because of any breach of

contract by the COUNTY. The COMMISSION may withhold payments for the purpose of setoff until such time as the exact amount of damages due the COMMISSION from the COUNTY is determined. In the event the COUNTY fails to commence work on the project funded herein within the timelines established under RCW Chapter 36.70A., the COUNTY shall be subject to the requirements of RCW 36.70A.735.

#### **8.0 ENTIRE AGREEMENT AND CHANGES, MODIFICATIONS AND AMENDMENTS**

This agreement and the attached APPENDICES (APPENDIX A-D) contain the entire integrated agreement of the parties may be changed, modified or amended by written agreement executed by both parties.

#### **9.0 EFFECTIVE DATE**

The effective date of this agreement shall be July 1, 2021. This date shall be the "receipt of funds" date for purposes of RCW 36.70A.703 (9) and RCW 36.70A.725 (5) and (6).

#### **10.0 ORDER OF PRECEDENCE**

Each of the exhibits listed below is by this reference hereby incorporated into this contract. In the event of a conflict in such terms, or between the terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- **Applicable Federal and state of Washington statutes and regulations.**
- Mutually agreed written amendments to this Contract.
- **Appendix B – Scope of Work**
- This Contract.
- **Appendix A – General Terms and Conditions**
- **Appendix C – Billing Procedure**
- **Appendix D – Responsible Individuals**
- Any other provision, term or material incorporated by reference or otherwise incorporated.

**11.0 APPROVAL**

This contract shall be subject to the written approval of representatives of both parties and shall not be binding until so approved. The contract may be altered, amended, or waived only by a written amendment executed by both parties.

The signatories to this contract represent that they have the authority to execute this contract.

**Washington State Conservation Commission**

**Yakima County**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Executive Director      Date

\_\_\_\_\_  
Title      Date

APPROVED AS TO FORM BY THE WASHINGTON STATE ATTORNEY GENERAL'S OFFICE

*Approved as to form:*  
*Don L. Anderson*  
*Yakima County DPA*



**BOARD OF YAKIMA COUNTY COMMISSIONERS  
AGREEMENT**

**Agreement Number**

BOCC Agreement

**169 - 2021**

Yakima County, WA

**BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
Ron Anderson, Chairman

\_\_\_\_\_  
Amanda McKinney, Commissioner

\_\_\_\_\_  
LaDon Linde, Commissioner

**DATED:** JUL 06 2021

*Attest:*

\_\_\_\_\_  
Julie Lawrence, Clerk of the Board  
Linda Kay O'Hara, Deputy Clerk of the Board

## 2021-23 Biennium Voluntary Stewardship Program

### COMMISSION and COUNTY Agreement

#### APPENDIX A – GENERAL TERMS AND CONDITIONS

##### I. DEFINITIONS

Terms used throughout this contract are defined below:

“Agreement” shall mean the contract agreement to which these terms and conditions are affixed.

“Agent” shall mean any entity to which the COUNTY has assigned responsibilities as allowed in the agreement.

“Best management practice (BMP)” is a technique designed to protect the air, water, soil, animals, plants, and humans. BMPs must meet NRCS standards, or alternative practice designs approved by a licensed professional engineer. NRCS Practice Standards and Specifications are contained in the USDA NRCS Field Office Technical Guide (FOTG). SCC also maintains a list of approved practices eligible for cost share for special programs.

“COMMISSION” shall mean the Washington State Conservation Commission, any division, section, office, including the Office of Farmland Preservation, unit or other entity of the COMMISSION, or any of the officers or other officials lawfully representing the COMMISSION.

“Cost-share” is funding used to reimburse landowners for a percentage of the costs associated with the implementation of Best Management Practice(s) BMP(s). Examples of costs include, but are not limited to labor, materials, and permits.

“COUNTY” shall mean the County receiving the funds as identified in the agreement that this Appendix is a part of, and is performing activities under this contract, and shall include all employees of the COUNTY.

“Current fiscal year” shall mean July 1, 2021 through June 30, 2023.

“Five year report” shall mean written report, provided not later than five years after the receipt of funding for a participating watershed and every five years thereafter, to the Executive Director of the COMMISSION and to the COUNTY on whether the COUNTY has met the COUNTY work plan's protection and enhancement goals and benchmarks, as described in RCW 36.70A.720 (2) (b) (i) and (c) (i).

“Implement” and “implementation” shall mean to execute any requirements of RCW 36.70A.700-760 and associated statutes.

“Project Officer” shall mean the specific employee of the COMMISSION that is assigned as the primary contact for purposes of the fulfillment of this agreement.

"Two year report" shall mean the written report of the status of plans and accomplishments that shall be provided to the COUNTY and to the COMMISSION within sixty days after the end of each biennium, as described in RCW 36.70A.720 (1) (j).

"Voluntary Stewardship Program" and "VSP" shall mean the program established in, and governed by, RCW 36.70A.700-760 and associated statutes.

"Watershed group" means an entity designated by a county under the provisions of RCW 36.70A.715.

"Work group participants" means those volunteer members of the county VSP work group designated by the COUNTY who are working to implement the work plan and fulfill ancillary VSP statutory requirements.

"Work plan" means a watershed work plan developed under the provisions of RCW 36.70A.720.

## **II. DISPUTES**

Except as otherwise provided in this contract, any dispute arising under this contract shall be decided in the following manner:

By the Commission's Project Officer or other designated official who shall provide a written statement of decision to the COUNTY. The decision of the Project Officer or other designated official shall be final and conclusive unless, within thirty days from the date the COMMISSION receives such statement, the COUNTY mails or otherwise furnishes to the Executive Director of the COMMISSION a written appeal.

An appeal of the Project Officer's decision shall be addressed by the COMMISSION's Executive Director. The COUNTY shall have the opportunity to meet with the Executive Director to be heard either in person or by phone and to provide documents in support of their appeal. The decision of the COMMISSION's Executive Director for the resolution of such appeals shall be final and conclusive and constitutes a final agency action for the purposes of the Washington Administrative Procedures Act, RCW 34.05.

Pending final decision of dispute hereunder, the COUNTY shall proceed diligently with the performance of this contract and in accordance with the decision rendered.

## **III. 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. The COUNTY and any Agent shall comply fully with all applicable federal, state and local laws, orders, regulations and permits. Any action brought to enforce the terms of this agreement shall be in the Superior Court for Thurston County. Except as otherwise provided in this agreement, in the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney fees and costs.

#### **IV. CONTRACTING FOR SERVICES**

Contracts for personal services, purchased services/goods, and public works shall be awarded through a competitive process, if required by State law. The COUNTY shall retain copies of all bids received and contracts awarded, for inspection and use by the COMMISSION. Retention of copies shall be consistent with time periods established herein.

#### **V. INDEMNIFICATION**

The COMMISSION shall in no way be held responsible for payment of salaries, consultant fees, and other costs related to the project described herein, except as provided in the scope of work through the reimbursement procedures described in this agreement.

To the fullest extent permitted by law, the COUNTY shall indemnify, defend and hold harmless the State of Washington, agencies of the State and all officials, agents and employees of the State, from and against all claims arising out of or resulting from the performance of the contract. The COUNTY'S obligation to indemnify, defend, and hold harmless includes any claim by the COUNTY'S agents, employees, representatives, or any subcontractor or a subcontractor's employees.

The COUNTY expressly agrees to indemnify, defend, and hold harmless the State of Washington and the COMMISSION for any claim arising out of or incident to the COUNTY's or any subcontractor's performance or failure to perform the contract. The COUNTY's obligation to indemnify, defend, and hold harmless the State of Washington and the COMMISSION shall not be eliminated or reduced by any actual or alleged concurrent negligence of the State or its agents, agencies, employees and officials.

The COUNTY waives its immunity under Title 51 RCW (Industrial Insurance) to the extent it is required to indemnify, defend and hold harmless State and its agencies, officials, agents or employees.

The COMMISSION shall be responsible for any liability arising from its own actions. However, any liability by the COMMISSION shall not mitigate the COUNTY's duty to indemnify the COMMISSION for all claims arising out of its performance of the contract.

#### **VI. RECOVERY OF PAYMENTS**

In the event the COUNTY fails, through the failure to exercise reasonable diligence unrelated to the State's failure to fully fund the stewardship process, to perform obligations required of it by this contract, the COUNTY may be required to repay to the COMMISSION any funds that were spent by the county without exercising reasonable diligence or a portion of funds disbursed to the COUNTY for those parts of the project that are rendered worthless by such failure to exercise reasonable diligence.

In the event that the COUNTY fails to expend funds under this contract in accordance with state laws and/or the provisions of this contract, the COMMISSION reserves the right to

recapture state funds in an amount equivalent to the extent of the noncompliance in addition to any other remedies available at law or in equity.

Such rights of recapture shall exist for a period of two years following contract termination. Repayment by the COUNTY of funds under this recapture provision shall occur within 30 days of demand. In the event that the COMMISSION elects to institute legal proceedings to enforce the recapture provision, the prevailing party in any litigation for "recapture" shall be entitled to reasonable attorney fees.

#### **VII. INELIGIBILITY**

The COUNTY certifies that neither it nor its principals are presently debarred, declared ineligible, or voluntarily excluded from participation in transactions by any federal department or state agency.

#### **VIII. INDEPENDENT RELATIONSHIP**

The COUNTY or COUNTY's Agent(s) performing under this contract are not employees or agents of the COMMISSION. The COUNTY shall not hold themselves out as nor claim to be an officer or employee of the COMMISSION or of the State of Washington by reason hereof, nor will the COUNTY make any claim of right, privilege or benefit which would accrue to such employee under law. Conduct and control of the work outlined in the scope of work shall be solely with the COUNTY.

#### **IX. KICKBACKS**

The COUNTY and its employees and authorized representatives are prohibited from inducing by any means any person employed or otherwise involved in this project to give up any part of the compensation to which he/she is otherwise entitled or, receive any fee, commission or gift in return for award of a subcontract hereunder.

#### **X. INTELLECTUAL PROPERTY**

*Copyrights and Patents.* Should the COUNTY or COUNTY's Agent(s) create any copyrightable materials or invent any patentable property in the course of the scope of work governed by this agreement, the COUNTY may copyright or patent the same but shall grant the COMMISSION a royalty-free, nonexclusive and irrevocable license to reproduce, publish, recover or otherwise use the material(s) or property and to authorize others to use the same for federal, state or local government purposes. Where federal funding is involved, the federal government may have a proprietary interest in patent rights to any inventions developed by the COUNTY as provided in 35 U.S.C. §§ 200-212.

*Publications.* When the COUNTY, COUNTY's Agent(s), or persons employed by the COUNTY use or publish information of the COMMISSION; present papers, lectures, or seminars involving information supplied by the COMMISSION; use logos, reports, maps or other data, in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to the COMMISSION.

## **XI. PROPERTY MANAGEMENT**

The COMMISSION'S Property and Records Management Policy, contained in the Commission's Grants and Contracts Manual, hereby incorporated by reference, and any updates thereto, shall control the use and disposition of all real and personal property purchases wholly or in part with funds furnished by the COMMISSION in the absence of state, federal statute(s), regulations(s), or policy(s) to the contrary or upon specific instructions with respect thereto in the scope of work.

## **XII. RECORDS MAINTENANCE**

The parties to this agreement shall each maintain books, records, documents and other information which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be kept in accordance with the provisions contained on the Secretary of State archives, for records retention, hereby incorporated by reference, and any updates thereto. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, federal officials so authorized by law, and as provided by the state Public Records Act, RCW 42.56. All books, records, documents, and other material relevant to this agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

## **XIII. SEVERABILITY**

If any provision of this agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this agreement, which can be given effect without the invalid provision if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this agreement are declared to be severable.

## **XIV. WAIVER**

A failure by either party to exercise its rights under this agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original agreement.

## **XV. ACCESSIBILITY REQUIREMENTS**

COUNTY will remain current with Federal and Washington State accessibility standards and comply with *OCIO Policy 188 – Accessibility* located at <https://ocio.wa.gov/policy/accessibility>.

## 2021-23 Biennium Voluntary Stewardship Program

### COMMISSION and COUNTY Agreement

#### APPENDIX B – SCOPE OF WORK

The scope of the work to be performed by the COUNTY, or its contractors, under this agreement is the following:

- 1) Organize, convene, and maintain a watershed group. This includes providing necessary staff support and facilitation for the watershed group. Assist the watershed group in the implementation of the approved VSP work plan, including
  - A. Working closely with the watershed group and technical service providers to ensure full compliance with the requirements and intent of VSP.
  - B. Ensure that every effort is made to maintain effective communication between the watershed group, the technical service providers, the COUNTY, local stakeholders, and participating state and federal agencies and personnel.
  - C. The COUNTY will organize members of a VSP watershed group with representatives from a variety of stakeholder groups including but not limited to tribes, environmental groups, and agriculture. Organization of a vetted core watershed group comprised of a broad representation of key watershed stakeholders and, at a minimum, representatives of agricultural and environmental groups and tribes that agree to participate. The COUNTY will encourage existing lead entities, watershed planning units, or other integrating organizations to serve as the watershed group.
  - D. The COUNTY will develop and/or maintain watershed group meeting bylaws, rules, and/or policies.
  - E. The COUNTY will provide facilitation for watershed group meetings or other actions of the watershed group.
- 2) Implement the VSP work plan, including implementing the requirements of the VSP and RCW Chapter 36.70A.700-760. Implementation includes:
  - A. Identifying critical areas and agricultural activities within those critical areas.
  - B. Identifying a public outreach plan to contact landowners.

- C. Identifying and designating entity(ies) to provide landowner assistance (voluntary stewardship plans).
- D. Identifying measurable programmatic and implementation goals and benchmarks.
- E. Reviewing and incorporating applicable water quality, watershed management, farmland protection, and required species recovery data and plans.
- F. Seeking input from tribes, agencies and stakeholders.
- G. Developing goals for participation by agricultural operators conducting commercial and noncommercial agricultural activities in the watershed necessary to meet the protection and enhancement benchmarks of the work plan.
- H. Ensuring outreach and technical assistance is provided to producers and operators in the various watersheds of the county.
- I. Creating measurable benchmarks that, within ten years after receipt of funding, are designed to result in (i) the protection of critical areas functions and values and (ii) the enhancement of critical areas functions and values through voluntary, incentive based measures.
- J. Incorporating into the work plan any existing development regulations relied upon to achieve the goals and benchmarks for protection of critical areas.
- K. Establishing baseline monitoring for (i) participation and implementation of voluntary stewardship plans and projects, (ii) stewardship activities, and (iii) the effects on critical areas and agriculture relevant to protection and enhancement benchmarks.
- L. Developing timelines for periodic evaluations, adaptive management, and provide written reports of plan status and/or accomplishments to the COMMISSION.
- M. Coordinating monitoring programs with other state agency activities.
- N. Meeting any other requirement for the successful implementation of VSP in RCW 36.70A.720.

**Deliverables:**

- 1) Organize, convene and maintain a watershed group that meets regularly and as necessary for implementation of the county VSP work plan.



- 2) Implement the VSP work plan, including implementing the requirements of the VSP and RCW Chapter 36.70A.700-760.
  - A. Two year status reports. No later than August 30, 2021, provide the written biennial report to the COMMISSION. The biennial report must provide the status of plans and accomplishments of the work plan to COMMISSION. The biennial report should include a summary of how plan implementation is affecting each of the following:
    - 1) The protection and enhancement of critical areas within the area where agricultural activities are conducted;
    - 2) The maintenance and improvement of the long-term viability of agriculture;
    - 3) Reducing the conversion of farmland to other uses;
    - 4) The maximization of the use of voluntary incentive programs to encourage good riparian and ecosystem stewardship as an alternative to historic approaches used to protect critical areas;
    - 5) The leveraging of existing resources by relying upon existing work and plans in counties and local watersheds, as well as existing state and federal programs to the maximum extent practicable to achieve program goals;
    - 6) Ongoing efforts to encourage and foster a spirit of cooperation and partnership among county, tribal, environmental, and agricultural interests to better assure the program success;
    - 7) Ongoing efforts to improve compliance with other laws designed to protect water quality and fish habitat; and
    - 8) A description of efforts showing how relying upon voluntary stewardship practices as the primary method of protecting critical areas and does not require the cessation of agricultural activities.
  - B. Five year review and evaluation report. If a Five year VSP report is due during this contract period, than no later than the current deadline for submittal of the report to the COMMISSION, and in conjunction with the county watershed group, facilitate, develop, assist and submit the five year report to the director of the COMMISSION. See RCW 36.70A.720 (2) (b) (i) and (c) (i). When submitting the five-year review and evaluation report to the COMMISSION, as per RCW 36.70A.720 and RCW 36.70A.730, the COUNTY agrees to use the COMMISSION'S Guide and Template. The Guide is available for download on the COMMISSION's

VSP web page: (<https://www.scc.wa.gov/vsp/implementation>). The Template will be provided or made available by the COMMISSION to the COUNTY.

- C. At five year intervals from the date of receipt of funding, each county watershed group must submit a report to the director of the Commission and the COUNTY on whether it has met the work plan's protection and enhancement goals and benchmarks. The five year review and evaluation report should include a summary of how plan implementation is satisfying the flowing plan elements through VSP implementation:
- 1) Develop goals for participation by agricultural operators conducting commercial and noncommercial agricultural activities in the watershed necessary to meet the protection and enhancement benchmarks of the work plan;
  - 2) Ensure outreach and technical assistance is provided to agricultural operators in the watershed;
  - 3) Create measurable benchmarks that, within ten years after the receipt of funding, are designed to result in (i) the protection of critical area functions and values and (ii) the enhancement of critical area functions and values through voluntary, incentive-based measures;
  - 4) Work with the entity providing technical assistance to ensure that individual stewardship plans contribute to the goals and benchmarks of the work plan;
  - 5) Incorporate into the work plan any existing development regulations relied upon to achieve the goals and benchmarks for protection;
  - 6) Establish baseline monitoring for: (i) Participation activities and implementation of the voluntary stewardship plans and projects; (ii) stewardship activities; and (iii) the effects on critical areas and agriculture relevant to the protection and enhancement benchmarks developed for the watershed;
  - 7) Conduct periodic evaluations, institute adaptive management, and provide a written report of the status of plans and accomplishments to the county and to the commission within sixty days after the end of each biennium;
  - 8) Assist state agencies in their monitoring programs; and
  - 9) Satisfy any other reporting requirements of the program.

10) The COUNTY agrees that VSP cost-share projects funded using any amount of COMMISSION VSP funds shall be reported in the Conservation Practices Database System (CPDS).

D. Provide a timely quarterly status report to the VSP Program Manager in a form and manner prescribed by the COMMISSION, and deemed reasonable by COUNTY staff. Reports are to be submitted online to the COMMISSION. Quarterly reports are here: <https://www.formstack.com/forms/?2221155-U3eHq4N8zh>.

E. Quarterly reports are due quarterly for this Agreement:

July 2021 – June 2022:

Period of July 1 – September 30, 2021 – Due October 10, 2021

Period of October 1 – December 31, 2021 – Due January 10, 2022

Period of January 1 – March 31, 2022 – Due April 10, 2022

Period of April 1 – June 30, 2022 – Due July 10, 2022

July 2022 - June 2023:

Period of July 1 – September 30, 2022 – Due October 10, 2022

Period of October 1 – December 31, 2022 – Due January 10, 2023

Period of January 1 – March 31, 2023 – Due April 10, 2023

Period of April 1 – June 30, 2023 – Due July 10, 2023

F. Ensure that the COMMISSION has the most recent version of the COUNTY's VSP work plan by providing to the COMMISSION's Project Officer, identified herein in APPENDIX D – RESPONSIBLE INDIVIDUALS, the most current version of the COUNTY's VSP work plan, which includes all attachments and / or appendices. This can be accomplished by sending the COMMISSION an electronic link which the COMMISSION can use to download the plan.

G. Provide to the COMMISSION's VSP Contract Manager, no later than 120 days from the date this agreement is signed by the COUNTY, an implementation budget designed to ensure all requirements related to VSP implementation are accounted for during the performance of this agreement, and to ensure that the two year and five year reporting requirements will be met.

## 2021-23 Biennium Voluntary Stewardship Program

### COMMISSION and COUNTY Agreement

#### APPENDIX C – BILLING PROCEDURE

The COUNTY shall submit monthly invoices in the form and manner identified by the COMMISSION to the Commission's VSP Contract Manager:

Karla Heinitz  
VSP Contract Manager  
Washington State Conservation Commission  
P.O. Box 47721  
Olympia, WA 98504

Send invoices to: [sccgrants@sccgrants.wa.gov](mailto:sccgrants@sccgrants.wa.gov)

For billing questions, contact: [kheinitz@scc.wa.gov](mailto:kheinitz@scc.wa.gov); phone: 360-407-6212

Invoices will follow procedures outlined in the most current Grant and Contract Procedure Manual. Invoices for payment shall be submitted **monthly**. An invoice shall be submitted regardless of whether work has been performed on the project, this is considered a "No Activity" Invoice. Quarterly billings are not allowed and will not be accepted. A time summary for staff costs, including compensation or billing rates, shall be attached. Individual time records will be kept available at the COUNTY for review, in accordance with the Secretary of State's document retention schedule of the Secretary of State archives. A copy of any contractor invoices, or other receipts will be attached to the billing.

Equipment purchases for equipment over \$1,000 shall be made using the COMMISSION's VSP Equipment Request form (<https://www.formstack.com/forms/?4320646-BuPBLsyaEi>).

Payment to the COUNTY for approved and completed work will be made by account transfer by the COMMISSION **monthly** upon receipt of the invoice. Payment will be made to the person identified at the COUNTY in APPENDIX D – RESPONSIBLE INDIVIDUALS unless the COUNTY shall identify and provide contact information to the COMMISSION to the person listed in APPENDIX C - BILLING PROCEDURE herein.

#### Final Request for Payment:

The COUNTY must submit final requests for compensation during the current fiscal year no later than July 10 after the end of the current fiscal year. Failure to comply with this timeline may result in denial of any such claim.

## 2021-23 Biennium Voluntary Stewardship Program

### COMMISSION and COUNTY Agreement

#### APPENDIX D – RESPONSIBLE INDIVIDUALS

The Project Officer for the COMMISSION is:

Ron Shultz  
Policy Director  
Washington State Conservation Commission  
P.O. Box 47721  
Olympia, Washington 98504  
(360) 407-7507  
[rshultz@scc.wa.gov](mailto:rshultz@scc.wa.gov)

The responsible individual for the COUNTY is:

NAME: Thomas Carroll  
TITLE: Planning Official  
AGENCY: Yakima County  
MAIL ADDRESS: 128 N. 2nd Street , 4th Floor  
CITY, STATE, ZIP: Yakima, WA 98901  
PHONE: 509-574-2498  
EMAIL: [Thomas.Carroll@co.yakima.wa.us](mailto:Thomas.Carroll@co.yakima.wa.us)

The COUNTY Billing Contact (if different than the responsible individual for the COUNTY above):

NAME: Sue Walkenhauer  
TITLE: Accountant  
AGENCY: Yakima County  
MAIL ADDRESS: 128 N. 2nd Street , 4th Floor  
CITY, STATE, ZIP: Yakima, WA 98901  
PHONE: 509-574-2292  
EMAIL: [sue.walkenhauer@co.yakima.wa.us](mailto:sue.walkenhauer@co.yakima.wa.us)