

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

Department: Public Services-Planning

Requested Agenda Date: ~~07/13/2021~~
07/06/21

Presenting: Jason Earles, Byron Gumz

Document Title:

IN THE MATTER OF THE INTERLOCAL AGREEMENT BETWEEN YAKIMA COUNTY AND THE NORTH YAKIMA CONSERVATION COMMISSION FOR THE IMPLEMENTATION OF VOLUNTARY STEWARSHIP PROGRAM WORK PLAN

Action Requested: *Check Applicable Box*

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

Describe Fiscal Impact:

The Washington State Conservation Commission provides grant funds (\$235,000.00) to Yakima County for the implementation of the Voluntary Stewardship Plan - 2021-23 Biennium. Yakima County manages the grant funds (10% retained for management) and distributes the funds to the two Conservation Districts in the County (\$105,750.00 each) for

Background Information:

Washington State Conservation Commission provides grant funds to Yakima County for activities related or the implementation of the Voluntary Stewardship Program Work Plan. This Resolution when approved, re-authorizes the existing interlocal agreement with the North Yakima Conservation District for the continued implementation of the Voluntary Stewardship Program through the next 2021-2023 Biennium.

Summary & Recommendation:

Yakima County recommendations approval of the interlocal agreement with the North Yakima Conservation District to ensure the continued implementation of the Voluntary Stewardship Program Work Plan.


Motion:

Department Head/ Elected Official



Signature

AGREEMENT Attached Is Approved as to Form
Corporate Counsel Initial



Late Agenda Requests Require BOCC Chairman Signature:

Board of County Commissioners Record Assigned
BOCC Agreement

170 - 2021
Yakima County, WA

APPROVED FOR AGENDA:
 Consent Regular
Board of County Commissioners Determined

NORTH YAKIMA CONSERVATION DISTRICT

Voluntary Stewardship Program Inter-local Agreement

THIS AGREEMENT is made and entered into between Yakima County and the North Yakima Conservation District (NYCD) for the following purpose:

I. PURPOSE

The purpose of this Agreement is to implement the Yakima County Voluntary Stewardship Program (VSP) Work Plan as approved October 2017. This Interlocal Agreement (ILA) is between the District and the County and is made pursuant to the authority granted at Title 39, Ch. 34 of the Revised Code of Washington; and is entered into for the purpose of defining the Parties legal and specific responsibilities and duties as to the County's contribution to the District under the VSP Work Plan.

II. PROJECT DELIVERABLES

As a lead Technical Service Provider (TSP), the NYCD will educate facilitate willing landowners' participation and/or implementation of conservation practices that will protect and enhance critical areas within the boundaries of the Upper Yakima Water Resource Inventory Area (WRIA) No. 39 and Naches WRIA No.38. WRIA areas are established in chapter 173-500 WAC and are defined at RCW 90.82.020 (4).

III. PERIOD OF PERFORMANCE

The period of performance of the Agreement shall commence July 1, 2021 and be completed on June 30, 2023, unless terminated sooner as provided in this Agreement, or extended through a properly executed amendment.

IV. COMPENSATION

Compensation for the work provided in accordance with this Agreement has been established under the terms of chapter 39.34.130 RCW. The parties have estimated that the cost of accomplishing the work herein will not exceed FY 21-23, **\$105,750.00 for the period of performance**. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount prior to the commencement of any work that will cause the maximum payment to be exceeded. Compensation for services shall be based on the following Project Tasks and in accordance with the attached Appendix A Scope of Work:

| Project Tasks | | | | | |
|---|---------------------|--|--|--|--|
| | Budget | | | | |
| 1) Develop and Implement outreach program for VSP in the NYCD WRIA's. | \$37,750.00 | | | | |
| 2) Work with landowner(s) to implement VSP Program elements including but not limited to; inventory, data management, reporting, planning and BMP implementation. | \$68,000.00 | | | | |
| Total | \$105,750.00 | | | | |
| 3)Funding Goals & Status | To Be Determined | | | | |

V. BILLING PROCEDURES

The NYCD shall submit invoices to Yakima County at the end of each month (**monthly**). Payment for approved goods and/or services will be made by check, warrant or account transfer within 30 days of receipt of the invoice. Upon expiration of the Agreement, invoices shall be paid, if received within 30 days after the expiration date. However, invoices for all work done within a fiscal year must be submitted within 30 days after the end of the fiscal year

VI. BILLING DETAIL

Each invoice voucher submitted to Yakima County by the NYCD shall include such information as is necessary for the County to determine the exact nature of all expenditures. Yakima County shall provide a detailed monthly budget update to NYCD indicating remaining account balance.

VII. FUNDING AVAILABILITY AND COSTS

The parties expect that the state legislative appropriation for this work will not exceed \$235,000. The County will retain ten percent (10%) for grant management. The remaining ninety percent of the grant will be evenly divided between the North and South Yakima Conservation Districts. Payment for satisfactory performance of the work to be performed under this agreement with the NYCD shall not exceed the amount established in the compensation portion of this ILA (\$105,750.00). The parties agree that the County's ability to make any payments under this agreement is contingent on availability of funding, paid to the State Conservation Commission (Commission) by the Washington State legislature. 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 County, 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 County may also elect to suspend performance of the agreement until the County determines the funding insufficiency is resolved. Should the County determine funding needs to be reduced, the County will provide 30-day notice of intent to reduce the amount of funding available under this agreement.

VIII. MISCELLANEOUS TERMS

This Agreement may be amended, altered, clarified, or extended only by the written agreement of the Parties hereto.

This Agreement is not assignable by any Party, either in whole or in part.

This Agreement is the complete expression of the terms hereto and any oral or written representations or understandings not incorporated herein are excluded. The Parties recognize that time is of the essence in the performance of the provisions of this Agreement. Waiver of any default shall not be deemed to be waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such through written approval by the Parties which shall be attached to the original Agreement.

Nothing herein shall be construed as obligating the Parties to expend money in excess of appropriations authorized by law and administratively allocated for this work.

The parties hereby indemnify and holds harmless each other and those with legal right to perform activities pursuant to this agreement; and will defend against any and all demands, claims, suits, risks, liabilities and obligations of any nature and any and all costs or expenses of any nature including, but not limited to, all losses, damages, judgments and reasonable attorney's fees arising from injury to or death of any and all persons and/or all property damage of any kind, whether tangible or intangible, including loss of use, in connection with or related to the performance of activities pursuant to this agreement, except only those losses resulting solely from the negligence or willful misconduct of the responsible party, its employees or tenants or guests and agents. Each party's obligation hereunder is without prejudice to the other's rights to assert all defenses they may have against any claimant and the right to seek contribution from any other person or entity which may be responsible for all or any portion of the alleged claim.

IN WITNESS, WHEREOF, the Parties hereto have executed this agreement effective as of the date of the last signature below.

DONE this 6 day of July 2021

North Yakima Conservation District

Board of Yakima County Commissioners

[Signature] 6-22-21

(Signature)

(Date)

(Signature)

(Date)

Approved as to form:

[Signature]

Yakima County DPA

**BOARD OF YAKIMA COUNTY COMMISSIONERS
AGREEMENT**

Agreement Number

BOCC Agreement

170 - 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

YAKIMA COUNTY

And

North Yakima Conservation District

Agreement

APPENDIX A – SCOPE OF WORK

The scope of the work to be performed by the North Yakima Conservation District (NYCD), or its contractors, under this agreement is the following:

- 1) Support the Yakima County Watershed Group (watershed group). This includes providing 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 other 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, other technical service providers, the COUNTY, local stakeholders, and participating state and federal agencies and personnel.*
 - C. The NYCD will assist members of a VSP watershed group with recruitment of representatives from a variety of stakeholder groups including but not limited to tribes, environmental groups, and agriculture. NYCD will assist the watershed group with the 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 NYCD will assist the watershed group in encouraging existing lead entities, watershed planning units, or other integrating organizations to serve as watershed group participants.
 - D. The NYCD will abide by the watershed group meeting bylaws, rules, and/or policies.
 - E. The NYCD will assist in facilitation for watershed group meetings or other actions of the watershed group.
- 2) NYCD as lead and other technical service providers will implement and /or assist the VSP work group, including implementing the requirements of the VSP and RCW Chapter 36.70A.700-760. Implementation and/or assistance 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) NYCD as lead will assist the VSP work group to organize, convene and maintain a watershed group that meets regularly and as necessary for implementation of the county VSP work plan.
- 2) NYCD as lead will implement the VSP work plan, including implementing the requirements of the VSP and RCW Chapter 36.70A.700-760.
 - A. Two-year reports. No later than June 1, 2023, provide the written biennial report to the work group for review and approval. The biennial report must provide the status of plans and accomplishments of the work plan. 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 reports. NYCD as lead will assist in preparation of the Five-year report and present it to the work group for review by December 22, 2025 and in conjunction with the watershed group, facilitate, develop, assist and submit the five-year status report to the director of the COMMISSION. *See* RCW 36.70A.720 (2) (b) (i) and (c) (i). 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 status 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) VSP cost-share projects that are funded using any amount of COMMISSION VSP funds shall be reported in the five-year report.
- C. NYCD as lead will assist other technical service providers and the watershed group in development of quarterly reports 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 reported at the following link: <https://www.formstack.com/forms/?2221155-U3eHq4N8zh>.

D. NYCD as lead will assist other technical service providers, and the watershed group in development of the quarterly reports. The reports are due to the Commission as described below:

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

E. Provide to the COUNTY, no later than March 1, 2023, an estimate of the final anticipated costs associated with the completion of this agreement through June 30, 2023.

F. Provide to the COUNTY, 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.