

Agenda Summary Report (ASR)

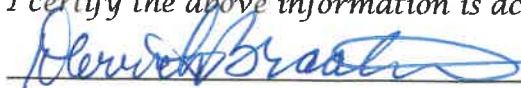
Franklin County Board of Commissioners

DATE SUBMITTED: June 22, 2021	PREPARED BY: Derrick Braaten
Meeting Date Requested: June 29, 2021	PRESENTED BY: Derrick Braaten
ITEM: (Select One) <input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Brought Before the Board Time needed: 5 minutes	
SUBJECT: An Interagency Agreement between Franklin County and the Franklin Conservation District, designating the District as the entity responsible for administering Voluntary Stewardship Program funds and coordinating the Voluntary Stewardship Program Watershed Group, including the development of a work plan as required for implementation of the Voluntary Stewardship Program.	
FISCAL IMPACT: None	
BACKGROUND: The State of Washington passed HB 1886 (known as the Critical Area Protection - Voluntary Stewardship Program) as recommended by the William D. Ruckelshaus Center. The Program offers counties and landowners the option of using a Voluntary Stewardship Program (VSP) to protect critical areas on agricultural lands. Franklin County decided to participate in the Voluntary Stewardship Program in January of 2012. The VSP is funded on a biennium basis, requiring renewal of the contract between Franklin County, the Washington State Conservation Commission, as well as any required contracts between the County and a third-party entity chosen to administer and implement the program. With the Board of County Commissioner approval of the contract accepting 2021-2023 VSP funding, the Board can either administrate the program or contract with a third-party to do so. Throughout the Voluntary Stewardship Program, the Franklin Conservation District has continued its support for being designated as the entity responsible for VSP administration, and the implementation of the work plan.	
RECOMMENDATION: Recommend that the Board of County Commissioners approve the Interagency Agreement with the Franklin Conservation District and designate the District as the entity responsible for administering the Voluntary Stewardship Program funds and coordinating the Voluntary Stewardship Program Watershed Group, including the development of a work plan as required for implementation of the Voluntary Stewardship Program.	
COORDINATION: Matt Mahoney, Public Works Director; Keith Johnson, County Administrator; Jennifer Johnson, Prosecutor's Office, Civil	
ATTACHMENTS: (Documents you are submitting to the Board) (1). Draft of the Authorizing Resolution; (2). Draft of Interagency Agreement (<i>including Attachment A– Statement of Work & Attachment B - Budget</i>).	
HANDLING / ROUTING: (Once document is fully executed it will be imported into Document Manager. Please list <u>name(s)</u> of parties that will need a pdf) To the Clerk of the Board: 1 Original Resolution; 1 Copy of Signed IAA To the Franklin County Conservation District: 1 Copy of Resolution, 1 Copy of Signed IAA	

To Planning: 1 Copy Resolution, 1 Copy of Signed IAA

To WSCC: 1 Copy Resolution, 1 Copy of Signed IAA

I certify the above information is accurate and complete.



Derrick Braaten, Planning and Building Director

FRANKLIN COUNTY RESOLUTION NO. _____

**LOCAL VOLUNTARY STEWARDSHIP PROGRAM
INTERAGENCY AGREEMENT**

between

FRANKLIN COUNTY, WASHINGTON

and

FRANKLIN CONSERVATION DISTRICT

WHEREAS, Franklin County, Washington, a political subdivision of the State of Washington, hereinafter referred to as the “County”, desires to continue to participate in the Washington State Conservation Commission’s Voluntary Stewardship Program, referred to as “VSP”; and

WHEREAS, Franklin County wishes to retain local control and administration of the VSP, and

WHEREAS, Franklin Conservation District, a political subdivision of the State of Washington, hereinafter referred to as “FCD” has indicated a willingness to assume these responsibilities and concurs with County’s desires and wishes.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

- 1. The COUNTY will continue to participate in the VSP for the 2021-2023 biennium, within the political boundaries of Franklin County.**
- 2. The COUNTY, through the Board of Commissioners, will provide general oversight for the local Voluntary Stewardship Program.**
- 3. The COUNTY, upon execution of this agreement, subcontracts out to the FCD the day-to-day administration and implementation of the Franklin County VSP Work Plan, as approved by the Washington State Conservation Commission (WSCC) on February 26, 2018, and as provided in the attached Interagency Agreement, and the Scope of Work detailed in Attachment A.**
- 4. The COUNTY, upon execution of this agreement, agrees to provide a letter to the WSCC, designating FCD as the lead entity.**
- 5. The FCD agrees to provide the day-to-day administration and implementation of the Franklin County VSP Work Plan, as approved by the Washington State Conservation Commission on February 26, 2018, and as provided in the attached Interagency Agreement, and the Scope of Work detailed in Attachment A.**

FRANKLIN COUNTY RESOLUTION NO. _____

- 6. The FCD agrees that the reimbursable amount of funds to be expended in the administration and implementation of the Scope of Work detailed in Attachment A of the Interagency Agreement shall not exceed \$235,000, as provided in Appendix B, Budget, of the Interagency agreement.**
- 7. The FCD agrees to voucher the WSCC directly for reimbursement of only those allowed expenditures, as provided in the Interagency Agreement and Appendix B, Budget.**
- 8. The FCD will compile and submit to Franklin County and the WSCC quarterly and biennium reports regarding progress and expenditures of the VSP Work Plan:**

BE IT FURTHER RESOLVED that this agreement shall become effective as of July 1, 2021.

This agreement may be amended in writing at any time by mutual consent of both parties.

This agreement may be terminated with 30 days written notice between the parties.

This agreement shall remain in effect until June 30, 2023. It may be renewed for an additional period of time by mutual agreement of the parties

If any part of this agreement is deemed by any court of competent jurisdiction to be contrary to law, such provision shall be null and void and deemed separate from the remaining provision(s) to assure continuous operation of the local Agricultural Burn Permit Program.

SIGNED AND DATED THIS _____ DAY OF _____ 2021.

**BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON**

Chairman

Chair Pro-Tem

Member

Attest:

Clerk to the Board

FRANKLIN CONSERVATION DISTRICT

By: _____
Franklin Conservation District, Chairman

Date: _____

Original to County Auditor
Original to Franklin Conservation District
Duplicate to Planning and Building Dept.
Duplicate to Washington State Conservation Commission

FRANKLIN COUNTY RESOLUTION NO. _____

INTERAGENCY AGREEMENT

BETWEEN

THE FRANKLIN CONSERVATION DISTRICT

AND

FRANKLIN COUNTY

This Agreement is made and entered into by and between the FRANKLIN CONSERVATION DISTRICT, hereinafter referred to as "DISTRICT" and FRANKLIN COUNTY, hereinafter referred to as "COUNTY" and is issued pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW.

PURPOSE

It is the purpose of this Agreement to enter into an agreement for the COUNTY to meet the requirements for implementation of the Voluntary Stewardship Program, consistent with RCW 36.70A.700-760 and related statutes.

THEREFORE, IT IS MUTUALLY AGREED THAT:

DEFINITIONS

Terms used throughout this contract are defined below:

"Agreement" shall mean the Interagency 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.

"COUNTY" shall mean FRANKLIN COUNTY, any division, section, office, unit or other entity of the COUNTY, or any of the officers or other officials lawfully representing the COUNTY.

"DISTRICT" shall mean the FRANKLIN CONSERVATION DISTRICT 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 DISTRICT.

"Agreement Manager" shall mean the specific employee of either the DISTRICT or COUNTY that is assigned as the primary contact for purposes of the fulfillment of this Agreement.

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

"WSCC" shall mean the Washington State Conservation Commission

INTENT

The COUNTY will provide funding consistent with the terms of this agreement, the policies of the COUNTY, and the laws of the state of Washington; and the DISTRICT will implement the terms of this agreement with the funding provided consistent with the policies of the DISTRICT and the laws of the state of Washington.

STATEMENT OF WORK

The DISTRICT 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, and set forth in Attachment "A"

which is incorporated herein. The DISTRICT shall report in writing 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.

PERIOD OF PERFORMANCE

It is the intent of the parties that the period of performance will be consistent with the timelines set forth in RCW 36.70A.720-760, subject to available funding. Subject to its other provisions, the period of performance of this Agreement shall commence on the effective date of this agreement and be completed on June 30, 2023, unless either extended by agreement of the parties or terminated sooner, as provided herein. It is anticipated that sufficient funding will be provided until June 30, 2023, to complete the work items referred to within RCW 36.70A.720-735 and in this Agreement. If such funding is not provided, the parties agree that the DISTRICT shall be under no additional obligations under this agreement and any funds that have been provided up to that point shall not be returned to the State.

PAYMENT

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 \$235,000. 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 which will cause the maximum payment to be exceeded. Compensation for services shall be in accordance with the Budget in Attachment B which is attached and incorporated herein.

METHOD OF PAYMENT

Payment shall be made on a reimbursable basis for costs or obligations. Eligible costs or obligations incurred by the DISTRICT will be considered to have been paid by the COUNTY under this Agreement at the time the DISTRICT seeks reimbursement from the COUNTY. No payments in advance of or in anticipation of goods or services to be provided under this Agreement shall be made by the COUNTY.

BILLING PROCEDURES

The DISTRICT shall voucher the WSCC directly. The COUNTY agrees to send a letter from the COUNTY to the WSCC designating the DISTRICT as the lead entity. The letter must be on file with the WSCC before the WSCC will reimburse the DISTRICT for any costs under this agreement. The WSCC also requires a copy of this signed Agreement.

BILLING DETAIL

The DISTRICT shall use the A-19 form that the WSCC will provide to the DISTRICT for all billings against this Agreement. The A-19, along with the WSCC standard Summary and Detail voucher pages will need to be submitted along with backup for all the charges requested for reimbursement. Billings will need to be submitted monthly to the WSCC.

ELIGIBLE COSTS

Each contract will have only one Intermediate Outcome with the following sub-objects:

- Salaries and benefits
- Overhead – limited to 20% of salaries and benefits
- Travel
- Meeting rooms and light refreshments
 - 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 is also required.

- Consultants, reports, studies and research
- Copy and printing costs (for reports, studies, etc.)
- Facilitation costs (if any).
- Equipment purchases will be considered on a case by case basis. These costs need to be directly related to the activities of the work group. The purchase will need to be approved in writing by the WSCC prior to the costs being incurred on purchases over \$1,000, or the costs will not be reimbursed. Equipment includes, but is not limited to: computers, data base software, and GIS software.
- Cost-share programs.

REPORTING REQUIREMENTS

Reports are due quarterly for this Agreement.

- 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
- 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

Reports are to be submitted online using the online form system of the WSCC.

NOTE: The ultimate responsibility for the Agreement deliverables is the COUNTY. The DISTRICT will notify the COUNTY when an invoice request has been sent to the WSCC. The DISTRICT will complete quarterly reporting on behalf of the COUNTY, which is also responsible for the quarterly reporting.

DUPLICATION OF BILLED COSTS

The DISTRICT shall not bill the COUNTY for services performed under this contract, and the COUNTY shall not pay the DISTRICT, if the DISTRICT is entitled to payment or has been or will be paid by any other source, including grants, for that service.

FUNDING CONTINGENCY

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to completion of the work in this Agreement, the COUNTY may:

- A. Terminate this Agreement with thirty (30) days advance notice. If this Agreement is terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.
- B. Renegotiate the terms of the Agreement under those new funding limitations and conditions,
- C. After a review of project expenditures and deliverable status, extend the end date of this Agreement and postpone deliverables or portions of deliverables, or
- D. Pursue such other alternative as the parties mutually agree to writing.

FUNDING AVAILABLE

Funding provided by legislative appropriation for the work herein will not exceed \$240,000. Payment for satisfactory performance of the work accomplished under this Agreement shall not exceed this amount.

DISALLOWED COSTS

The DISTRICT 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 DISTRICT expends more than the amount of the COUNTY funding in this agreement in anticipation of receiving additional funds from the COUNTY, it does so at its own risk. The COUNTY is not legally obligated to reimburse the DISTRICT for costs incurred in excess of this Agreement.

INSUFFICIENT FUNDS

The obligation of the COUNTY to fund this Agreement is contingent on the availability of state and federal funds through legislative appropriation and state allotment. When this Agreement crosses over state fiscal years the obligation of the DISTRICT 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.

ASSIGNMENT

The DISTRICT may assign or delegate the Lead Entity work to be completed under this Agreement to an Agent with the written approval of the COUNTY. Any such Agent shall comply with the requirements of this Agreement. Within any such assignment or delegation the DISTRICT shall remain liable for any claim arising thereunder, and the DISTRICT shall remain responsible for compliance with this Agreement and RCW 36.70A.700-760, and with all applicable Federal, State and local laws, orders, regulations and permits. DISTRICT retains the right to subcontract any portion or portion(s) of the work as it deems necessary to complete the work.

AGREEMENT 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.

The Agreement Manager for the DISTRICT is:

NAME: Mark Nielson
TITLE: District Manager
MAIL ADDRESS: 1724 East Superior Street
CITY, STATE, ZIP: Pasco, WA 99301
PHONE: (509) 416-0440, Ext. 101
EMAIL: mark-nielson@conservewa.net

The Agreement Manager for the COUNTY is:

NAME: Derrick Braaten
TITLE: Director of Planning and Building
MAIL ADDRESS: 502 W. Boeing St.
CITY, STATE, ZIP: Pasco, WA 99301
PHONE: (509) 545-3521
EMAIL: dbraaten@co.franklin.wa.us

TERMINATION

The DISTRICT may terminate this Agreement upon thirty (30) days' prior written notification to the COUNTY. If this Agreement is terminated by the DISTRICT, the DISTRICT 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 DISTRICT 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 COUNTY may terminate this Agreement upon thirty (30) days' prior written notification to the DISTRICT for cause, or for failure to complete the requirements of the Scope of Work or Deliverables in a reasonable time frame. If this Agreement is terminated by the COUNTY, the DISTRICT 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.

AMENDMENT

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

ASSURANCES

The parties agree that all activity pursuant to this Agreement shall be in accordance with all applicable federal, state and local laws, rules, and regulations as they currently exist or as amended.

DISPUTES

Except as otherwise provided in this contract, any dispute arising under this contract shall be decided in the following manner: By the Agreement Manager or other designated official who shall provide a written statement of decision to the DISTRICT. The decision of the Agreement Manager or other designated official shall be final and conclusive unless, within thirty days from the date the DISTRICT receives such statement, the DISTRICT mails or otherwise furnishes to the COUNTY a written appeal. An appeal of the Agreement Manager's decision shall be addressed by the COUNTY. The DISTRICT shall have the opportunity to be heard and to offer evidence in support of this appeal. The decision of the COUNTY 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 DISTRICT shall proceed diligently with the performance of this agreement and in accordance with the decision rendered.

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 DISTRICT 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 Franklin 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.

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. Scope of Work; and
- c. Any other provisions of the agreement, including materials incorporated by reference.

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 DISTRICT shall retain copies of all bids received and contracts awarded, for inspection and use by the COUNTY. Retention of copies shall be consistent with time periods established herein.

RESPONSIBILITIES OF THE PARTIES

Each party to this Agreement hereby assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omissions on the part of itself, its employees, its officers, and its agents. Neither party assumes any responsibility to the other party for the consequences of any claim, act, or omission of any person, agency, firm, or corporation not a part to this Agreement.

INELIGIBILITY

If federal funds are the basis for this contract, 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 agency.

INDEPENDENT RELATIONSHIP

The DISTRICT or DISTRICT'S Agent(s) performing under this contract are not employees or agents of the COUNTY. The DISTRICT shall not hold itself out as nor claim to be an officer or employee of the COUNTY, nor will the DISTRICT 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 DISTRICT.

KICKBACKS

The DISTRICT 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 or gift in return for award of a subcontract hereunder.

INTELLECTUAL PROPERTY

Copyrights and Patents. Should the DISTRICT or DISTRICT'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 DISTRICT may copyright or patent the same but shall grant the COUNTY 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 DISTRICT as provided in 35 U.S.C. 200-212.

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

PROPERTY MANAGEMENT

The COUNTY'S Property and Records Management Policy, 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 COUNTY 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.

RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents and other evidence 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 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.

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.

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.

BREACH

The DISTRICT shall not be relieved of any liability to the COUNTY for damages sustained by the COUNTY and/or the State of Washington because of any breach of contract by the DISTRICT. The COUNTY may withhold payments for the purpose of setoff until such time as the exact amount of damages due the COUNTY from the DISTRICT is determined. In the event the DISTRICT fails to commence work on the project funded herein within the timelines established under RCW 36.70A., the COUNTY shall be subject to the requirements of RCW 36.70A.735.

ENTIRE AGREEMENT AND CHANGES, MODIFICATIONS AND AMENDMENTS

This Agreement and Attachment A contain the entire integrated agreement of the parties may be changed, modified or amended by written agreement executed by both parties.

EFFECTIVE DATE

The effective date of this Agreement shall be the last date of signature.

IN WITNESS WHEREOF, the parties have executed this Agreement.

CONSERVATION DISTRICT

COUNTY

Signature

Signature

Title

Date

Title

Date

Approved as to form:

Franklin County Prosecuting Attorney

Signature

Date

2019-21 Biennium Voluntary Stewardship Program

DISTRICT and COUNTY Agreement

APPENDIX A – SCOPE OF WORK

The scope of the work to be performed by the DISTRICT, 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 DISTRICT 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.

D. The DISTRICT will develop and/or maintain watershed group meeting bylaws, rules, and/or policies.

E. The DISTRICT 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 reports. No later than August 30, 2021, provide the first 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 reports. No later than 2.24.23, and in conjunction with the county 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

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

D. 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 2022:

- 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. Ensure that the COMMISSION has the most recent version of the COUNTY's VSP work plan by providing to the COMMISSION's Project Officer 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.

F. Provide to the COMMISSION's VSP Contract Manager, no later than March 1, 2023, an estimate of the final anticipated costs associated with the completion of this agreement through June 30, 2023.

G. Provide to the COMMISSION's VSP Contract Manager, no later than 120 days from the date this agreement is signed by the DISTRICT, 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

DISTRICT and COUNTY Agreement

Attachment B BUDGET

	FY 2022	FY2023	Total
<i>Task 1: VSP Management and Administration</i>	10,000	10,000	20,000
<i>Task 2: Facilitate VSP Work Plan Implementation Including Public Outreach and Technical Assistance.</i>	25,000	25,000	50,000
<i>Task 3: Cost-share</i>	70,000	70,000	140,000
<i>Task 4: VSP Implementation Monitoring</i>	12,500	12,500	25,000
TOTAL			235,000