



**YAKIMA RIVER BASIN WATER ENHANCEMENT PROJECT**  
***WORK GROUP***  
15 W. Yakima Ave., Suite 200  
Yakima, WA 98902

March 28, 2012

Alan Crankovich, Chairman  
Kittitas County Board of Commissioners  
205 West 5<sup>th</sup> Avenue, Suite 108  
Ellensburg, WA 98926

Dear Commissioner Crankovich:

The Yakima River Basin Water Enhancement Project (YRBWEP) Workgroup Implementation Subcommittee is seeking financial support from Kittitas County for a public education and outreach initiative (Initiative) to advance the Yakima Integrated Water Resource Management Plan (Integrated Plan). As you are aware the YRBWEP Workgroup approved the Integrated Plan in 2011 and a final programmatic environmental impact statement was issued in early March by the U.S. Bureau of Reclamation and Washington Department of Ecology.

The development of the Integrated Plan by the YRBWEP Workgroup represents an extraordinary achievement. Never before in the history of water resources and fisheries management in the Yakima Basin have such a diverse group of interests come together to unanimously support a plan to restore the basin's ecology and improve water supply and management, and address the expected effects of future climate change.

We are requesting your support in the amount of \$10,000 for this Initiative to support 2012 activities, as provided in the attached proposed interlocal agreement, which has already been approved by Yakima County. We are confident that this education and outreach effort will be an important part of increasing understanding of the plan components and benefits, and help to strengthen and broaden the already significant plan support. Yakima County will act as the fiscal agent and funding would be sent to the attention of:

Craig Warner, Budget Director  
Yakima County  
128 N 2nd St, Rm 232  
Yakima, WA 98901

For questions, Craig can also be reached at 509-574-1313. The Initiative will be implemented through contract services and overseen by the YRBWEP Workgroup Implementation Subcommittee.

The work scope for the Initiative includes:

- Prepare talking points on Integrated Plan elements for use in communications.
- Build standard presentation materials and handouts
- Establish Speaker's bureau for upcoming presentation opportunities, and schedule presentations at community based organizations, interest groups and other organizations as requested and as solicited
- Identify appropriate media events and/or opportunities for press releases. Solicit feature articles in Northwest print and broadcast media, east-side and west-side; Washington and possibly Oregon.
- Prepare short articles for interest group newsletters (state and/or national) and coordinate with these groups to include articles.
- Prepare and distribute targeted direct communications with the public, potentially including a dedicated website; direct mail fliers; public opinion survey; event booths, newspapers (editorial boards and feature articles and radio communications.
- Provide monthly updates to the Implementation Subcommittee

In addition to Implementation Subcommittee updates, each funding provider will receive at least quarterly report of services performed. Thank you for your consideration of this request.

*"Restoring the natural health and economy in the Yakima Basin."*

Sincerely,

YRBWEP Workgroup  
Implementation Subcommittee



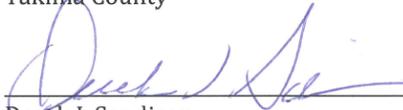
Michael Garrity  
Director, WA State Conservation  
American Rivers



Michael Leita  
County Commissioner  
Yakima County



Phil Rigdon  
Director, Dept. of Natural Resources  
Yakama Nation



Derek I. Sandison  
Director, Office of Columbia River  
Washington Department of Ecology



Ron VanGundy  
Policy Director  
Roza Irrigation District

Attachment - County Agreement

**INTERGOVERNMENTAL AGREEMENT FOR ADVANCING THE YAKIMA RIVER  
BASIN INTEGRATED WATER RESOURCE MANAGEMENT PLAN THROUGH  
EDUCATION AND OUTREACH**

This INTERGOVERNMENTAL AGREEMENT ("Agreement") is entered into by and among the governments of Yakima County, Benton County, and Kittitas County (collectively, the "Initiating Governments") to advance through education and outreach the Yakima River Basin Integrated Water Resource Management Plan, hereinafter referred to as the "Integrated Plan."

**RECITALS AND FINDINGS**

WHEREAS, the various initiating governments wish to form a partnership to provide education and outreach services for the Integrated Plan and,

WHEREAS, the Initiating Governments believe education and outreach to the public would be in the best interest of the region, and the citizens of each perspective Initiating Government and,

WHEREAS, the various parties desire that Yakima County serve as the fiscal agent for such entities in advancement of the Integrated Plan;

NOW, THEREFORE, in consideration of the mutual benefits from cooperating to provide education and outreach for the Integrated Plan, the Initiating Governments agree to the following terms:

**1. DUTIES OF YAKIMA COUNTY ON BEHALF OF INITIATING  
GOVERNMENTS FOR ADVANCING THE INTEGRATED PLAN THROUGH AN  
EDUCATION AND OUTREACH INITIATIVE.**

- 1.1 Yakima County shall set up a separate fund for such funds received on behalf of the Initiating Governments for Integrated Plan Education and Outreach Initiative (Initiative), and shall provide annual accountings of such funds. The Yakima County Treasurer is the designated treasurer for the Initiative. The Yakima County Treasurer shall be the custodian of the fund, and the Yakima County Auditor shall keep record of the receipts and disbursements. The Yakima County Treasurer shall honor and pay all warrants, which shall be approved before issuance and payment as directed by the Initiating Governments' designee. All interests earned on sums placed in the Initiative fund shall accrue to such fund. Reasonable administrative costs incurred by Yakima County for administering said fund shall be waived. Yakima County is authorized to apply for and accept grants in the name of Initiating Governments for the Initiative from federal, state, local and private sources. Yakima County may utilize existing grant funds and appropriations in the Initiative account for the purposes specified herein. Yakima County has the ability to accept funds from other sources for the stated purpose of the Initiative.

- 1.2 Yakima County shall enter into various contracts as authorized by the majority of the initiating governments for purposes of public education and outreach that advance the Initiative.
- 1.3 Yakima County is authorized to approve and issue warrants and pay invoices of Initiating Governments on behalf of the Initiative.
- 1.4 Yakima County shall keep full and complete books of accounts showing revenue and expenses of the Initiative. Audits of the books shall be performed annually by the Washington State Auditor, and the cost of such audit shall be considered an authorized expense of the Agency. More frequent audits, if requested by any Initiating Government, shall be charged to the Initiating Government making the request.
- 1.5 All Initiating Governments agree to hold Yakima County harmless for providing such services and agree to indemnify Yakima County for any loss suffered as a result of providing this service on behalf of various initiating governments.

**2. REPORTING REQUIREMENTS**

- 2.1 The Yakima County Financial Services Director shall report quarterly to each Initiating Government regarding its activities during the prior period. Reporting may be in writing, and issued each month upon request of each Initiating Government.

**3. INTERGOVERNMENTAL AGREEMENT**

- 3.1 This Agreement constitutes an exercise of the Initiating Governments' authority under Chapter 39.34 RCW, the Interlocal Cooperation Act. Copies of this Agreement and the resolutions from each Initiating Government authorizing the execution hereto shall be filed with the county auditor of each County and the State Department of Community, Trade and Economic Development.

**4. INITIATING GOVERNMENTS INVESTMENT:**

- 4.1 The parties agree that each shall contribute the following to Yakima County for the Initiative fund:

<b>Organization</b>	<b>Funding Amount</b>
Benton County	\$10,000
Kittitas County	\$10,000
Yakima County	\$10,000

- 4.2 All assets and financial contributions made by the withdrawing Initiating

Government shall become property of the Initiative fund, and it is expressly understood that the withdrawing Initiating Governmental entity is not entitled to recovery of any funds contributed and/or an financial asset from the Initiative upon withdrawal and/or termination of this agreement.

**5. EFFECTIVE DATE/TERM OF AGREEMENT**

- 5.1 This Agreement shall be effective upon its execution by each of the Initiating Governments identified.
- 5.2 This Agreement automatically terminates effective at any time the Initiative fund does not have sufficient funds necessary to meet current costs, unless the Initiating Governments each agree to contribute the sufficient funding necessary to meet costs for the current fiscal year.
- 5.3 Unless earlier terminated by written notice from each of the Initiating Governments, this Agreement shall terminate on or before December 31, 2013, if it is not extended by written agreement approved by each Initiating Government's legislative authority prior to such date.

**6. ADOPTION/AMENDMENT**

- 6.1 This Agreement may be executed in any number of counterparts, all of which shall constitute one Agreement. The execution of one counterpart by any party shall have the same force and effect as if the party had signed all other counterparts. This Agreement may be amended with the unanimous approval of the designated representatives of the Initiating Governments.

**7. GOVERNING LAW & VENUE**

- 7.1. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Yakima County, Washington.

**8. INTEGRATION**

- 8.1. This written document constitutes the entire Agreement between the parties. There are no other oral or written agreements between the parties as to the subjects covered herein. No changes or additions to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and executed by both parties.

**9. HOLD HARMLESS**

9.1. The parties to the Agreement shall defend, indemnify and save one another harmless from any and all claims arising out of the performance of this Agreement, except to the extent that the harm complained of arises from the sole negligence of one of the Initiating Governments.

**10. SEVERABILITY**

10.1. If any part, paragraph, section or provision of this Agreement is adjudged to be invalid by any court of competent jurisdiction; such adjudication shall not affect the validity of any remaining section, part or provision of this Agreement.

**11. EXECUTION**

11.1. This Agreement or Amendments hereto, shall be executed on behalf of each Initiating Government pursuant to an appropriate Motion, Resolution or Ordinance of the governing body of each Initiating Government. This Agreement or any Amendment thereto, shall be deemed adopted upon the date the governing body of the last Initiating Government authorized the appropriate Motion, Resolution or Ordinance.

Intergovernmental Agreement for Integrated Plan Education and Outreach Initiative (Initiative),

Done this \_\_\_\_\_ day of \_\_\_\_\_ 2012.

**BOARD OF COUNTY COMMISSIONERS  
KITITAS COUNTY, WASHINGTON**

\_\_\_\_\_  
Alan Crankovich, Chairman

\_\_\_\_\_  
Obie O'Brien, Vice-Chairman

\_\_\_\_\_  
Paul Jewell, Commissioner

ATTEST:  
CLERK OF THE BOARD

APPROVED AS TO FORM:

\_\_\_\_\_  
Julie A. Kjorsvik

\_\_\_\_\_  
Neil A. Caulkins, Deputy Prosecuting Attorney  
(WSBA#31759)

Intergovernmental Agreement for Integrated Plan Education and Outreach Initiative (Initiative),

Done this \_\_\_\_\_ day of \_\_\_\_\_ 2012.

**BOARD OF COUNTY BENTON COUNTY COMMISSIONERS**

\_\_\_\_\_  
James Beaver , Chairman

\_\_\_\_\_  
Shon Small, Pro-Tem

\_\_\_\_\_  
Leo Bowman, Member

Constituting the Board of  
County Commissioners of  
Benton County, Washington

Attest: \_\_\_\_\_  
Clerk of the Board

Intergovernmental Agreement for Integrated Plan Education and Outreach Initiative (Initiative),

Done this 20th day of March 2012.

BOARD OF YAKIMA COUNTY COMMISSIONERS



Excused

\_\_\_\_\_  
J. Rand Elliott, Chairman

\_\_\_\_\_  
Michael D. Leita, Commissioner

\_\_\_\_\_  
Attest: Tiera L Girard  
Clerk of the Board

BOCC209-2012  
March 20, 2012

Approved as to form:

\_\_\_\_\_  
Deputy Prosecuting Attorney  
(WSBA# 35901)

\_\_\_\_\_  
Kevin J. Bouchey, Commissioner  
*Constituting the Board of County Commissioners  
for Yakima County, Washington*