Contract No. _____

BETWEEN

The Washington State Conservation Commission

AND

_____ County

Project: Voluntary Stewardship Program Workplan Development

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

IT IS THE PURPOSE OF THIS AGREEMENT to provide funding to the COUNTY for the development of a work plan as required for implementation of the Voluntary Stewardship Program, 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 grant, the policies of the COMMISSION, and the laws of the state of Washington; and the COUNTY will implement the terms of this grant with the funding provided consistent with the policies of the COMMISSION and the laws of the state of Washington.

PERIOD OF PERFORMANCE

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, 2016, unless terminated sooner, as provided herein.

STATEMENT OF WORK

The COUNTYshall furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of the work set forth herein.

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

Scope of Work:

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

(a) Implement requirements of the Voluntary Stewardship Program (VSP) and RCW 36.70A.700-760.

(b) Identify the lead entity for the implementation of the VSP.

(c) Designate, and organize, and convene a watershed work group.

(d) Provide staff support for the watershed work group.

(e) Provide for facilitation of the watershed work group if needed.

(f) Assist the watershed work group in the development of a work plan that meets the requirements of RCW 36.70A.720.

Deliverables:

(a) Provide a quarterly report to the VSP Program Manager in a form and manner proscribed by the COMMISSION.

(b) Provide to the COMMISSION a final work plan meeting the requirements of RCW 36.70A.720.

FUNDING AVAILABLE

Funding provided by legislative appropriation for the work herein will not exceed $150,000. Payment for satisfactory performance of the work accomplished under this Agreement shall not exceed this amount. .

Eligible Costs:
The COMMISSION will pay the following costs:

- Salaries and benefits, 20% indirect of salaries and benefits is allowed.
- Travel, including mileage and per diem for program staff, consistent with state law. Travel and expenses paid directly to work group participants is not allowed.
- Meeting rooms and light refreshments for working meetings
- Reports, studies, and research
- Copy and printing costs
- Facilitation

Pre-approval by the COMMISSION is required for equipment purchases which should be directly related to the activities of the work group. Equipment includes, but is not limited to, computers, data base software, and GIS software.

Disallowed Costs:
The COUNTY is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors 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.

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 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).

Method of Compensation:
Payment shall be made on a reimbursable basis for costs or obligations. Eligible costs or obligations 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.

BILLING PROCEDURE

The COUNTY shall submit invoices in the form and manner identified by the COMMISSION to:

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

Email: kheinitz@scc.wa.gov

Invoices for payment shall be submitted every 30 days. An invoice shall be submitted regardless of whether work has been done on the project. A timesheet for staff costs is required and will be at the comp rate or billing rate.

Payment to the COUNTY for approved and completed work will be made by account transfer by the COMMISSION monthly of receipt of the invoice. Payment will be made to the following:

NAME:
TITLE:
ADDRESS:

CITY, ST, ZIP:

EMAIL:

Final Request for Payment: The COUNTY must submit final requests for compensation within 30-days after the expiration date of this Agreement or the end of the fiscal year, whichever is earlier. Failure to comply with this timeline may result in denial of any such claim.

ASSIGNMENT

The COUNTY may assign or delegate the work to be completed under this Agreement to an Agent with the written approval of the COMMISSION. Any such Agent shall comply with the requirements of this Agreement. Within any such assignment or 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.700-760, and with all applicable Federal, State and local laws, orders, regulations and permits.

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.

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

The contact for the COUNTY is:

NAME:
TITLE:
AGENCY:
MAIL ADDRESS:
CITY, STATE ZIP:
PHONE:
EMAIL:

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 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 failure to complete the requirements of the Scope of Work or Deliverables in a reasonable time frame. 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.

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 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 the attached Appendix 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. This date shall be the "receipt of funds" date for purposes of RCW 36.70A.703(9) and RCW 26.70A.725(5) and (6).

WASHINGTON STATE CONSERVATION COMMISSION	_____ COUNTY
_____ Signature	_____ Signature
_____ Title Date	_____ Title Date

APPROVED AS TO FORM:

Assistant Attorney General

_____

Voluntary Stewardship Program
COMMISSION and COUNTY Agreement

APPENDIX A – GENERAL TERMS AND CONDITIONS

DEFINITIONS

Terms used throughout this contract are defined below:

"Agreement" shall mean the Grant 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.

"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.

"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.

"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.

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

DISPUTES

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

By the 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 be heard and to offer evidence in support of this 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.

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.

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. Statement 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 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.

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.

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 for injuries or death 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.

RECOVERY OF PAYMENTS

In the event the COUNTY fails, for any reason, to perform obligations required of it by this contract, the COUNTY may, at the COMMISSION'S sole discretion, be required to repay to the COMMISSION all or a portion of grant funds disbursed to the COUNTY for those parts of the project that are rendered worthless in the opinion of the COMMISSION by such failure to perform.

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 not to exceed six 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 is required to institute legal proceedings to enforce the recapture provision, the COMMISSION shall be entitled to its costs thereof, including attorneys' fees.

Interest shall accrue at the rate of twelve percent (12%) per annum from the time the COMMISSION demands repayment of funds. Any property acquired under this contract, at the option of the COMMISSION, may become the COMMISSION'S property and the COUNTY'S liability to repay monies shall be reduced by an amount reflecting the fair value of such property.

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 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.

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.

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.

PROPERTY MANAGEMENT

The COMMISSION'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 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.

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.

STATE OF WASHINGTON
CONSERVATION COMMISSION
PO Box 47721 • Olympia, Washington 98504-7721 • (360) 407-6200 • FAX (360) 407-6215

October 23, 2015

RECEIVED
OCT 29 2015
1st X 2nd X 3rd X
KITTITAS COUNTY BOARD OF COMMISSIONERS
DPW
KCCD
CDS

The Honorable Gary Berndt
Kittitas County Commissioner
205 W 5th Ave, Suite 108
Ellensburg, WA 98926

Re: Implementation of the Voluntary Stewardship Program

Dear Commissioner Berndt,

During the last legislative session the state legislature provided funding for the Voluntary Stewardship Program (VSP). As a county who opted-in to the VSP, I'm writing to formally notify you funding is now available to your county for implementation of the VSP.

The VSP statute requires several actions by the county once funding is made available. (See RCW 36.70A.715(1) for more information.) **Within 60 days of the date of this letter, your county must:**

(a) Acknowledge the receipt of funds; and
(b) Designate a watershed group and an entity to administer the funds for each watershed for which funding has been provided.

Please note these funds are made available for all watersheds in your county.

The term "receipt of funds" is defined in the VSP statute as: "...the date a county takes legislative action accepting any funds as required in RCW 36.70A.715(1) to implement the program." Typically this will take the form of county legislative action to approve signing the VSP contract with the Conservation Commission. The latest date on the contract will be the date from which the VSP work plan completion timeline will be calculated. The VSP statute requires a VSP work plan to be approved by the Director of the Conservation Commission within three years of the receipt of funding. RCW 36.70A.725(6).

Attached for your review is a template contract for the VSP funding. Please review and let me know if you have any questions or would like any modifications.

Thank you for your continued engagement in and support of VSP. I look forward to working with you and your staff on program implementation. If you have any questions, please feel free to contact me.

Sincerely,

Ron D. Shultz
Policy Director

Enclosure: VSP Contract