

**BOARD OF COUNTY COMMISSIONERS
COUNTY OF KITTITAS
STATE OF WASHINGTON**

RESOLUTION NO. 2025 - 140

**AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN
KITTITAS COUNTY AND KITTITAS COUNTY CONSERVATION DISTRICT FOR
CONTINUING IMPLEMENTATION OF THE VOLUNTARY STEWARDSHIP PROGRAM**

WHEREAS: The Interlocal Cooperation Act, as amended, and codified in Chapter 39.34 of the Revised Code of Washington ("RCW"), provides for public agencies to enter into agreements for joint or cooperative action authorized under that chapter; and

WHEREAS: The Washington State Legislature, through ESHB 1886, created a Voluntary Stewardship Program ("VSP") for protection of critical areas in areas of agricultural activities; and

WHEREAS: The Kittitas County Board of County Commissioners approved Ordinance No. 2011-012, An Ordinance Electing to Participate in the Voluntary Stewardship Program (RCW 36.70A.705), identifying and nominating the Upper Yakima watershed and the Alkali-Squilchuck watershed as state priority watersheds, and electing to have Kittitas County proceed with implementation of the requirements of the Voluntary Stewardship Program once the Washington State Legislature provides adequate funding for such activity; and

WHEREAS: Kittitas County and the Kittitas County Conservation District previously executed Interlocal Agreements for the purpose of implementing the Voluntary Stewardship Program for Kittitas County through Resolution No. 2015-139, 2016-019, 2019-115, 2021-098 and 2023-128; and

WHEREAS: Kittitas County designated Kittitas County Conservation District as the lead entity of the Voluntary Stewardship Program watershed group through Resolution No. 2016-001; and

WHEREAS: Kittitas County and the Kittitas County Conservation District are agreeable to a new Interlocal Agreement for the two-year period with minimal edits reflecting the new biennium between July 1, 2025, and June 30, 2027, to continue implementation of the Voluntary Stewardship Program; and

NOW, THEREFORE, BE IT RESOLVED, that the Board of County Commissioners of Kittitas County, Washington authorizes the execution of the Interlocal Agreement with the Kittitas County Conservation District that is attached hereto and incorporated by this reference.

DATED this 28th day of July 2025, at Ellensburg, Washington.

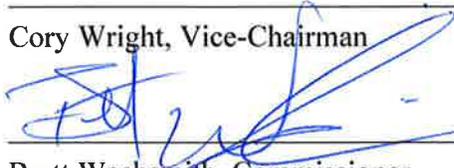
**BOARD OF COUNTY COMMISSIONERS
KITITAS COUNTY, WASHINGTON**



Laura Osiadacz, Chairman

ABSENT

Cory Wright, Vice-Chairman



Brett Wachsmith, Commissioner



Clerk of the Board- Julie Kjorsvik

Deputy Clerk of the Board- Mandy Buchholz



INTERAGENCY AGREEMENT
BETWEEN
THE KITTITAS COUNTY CONSERVATION DISTRICT
AND
KITTITAS COUNTY
TO IMPLEMENT THE VOLUNTARY STEWARDSHIP PROGRAM

This Agreement is made and entered into by and between the KITTITAS COUNTY CONSERVATION DISTRICT, hereinafter referred to as "DISTRICT" and KITTITAS 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 for the COUNTY to meet its requirements for implementation of the Voluntary Stewardship Program (VSP) with the DISTRICT. The VSP implemented under this Agreement shall be consistent with RCW 36.70A.700-760 and related statutes, and shall be consistent with the agreement between the Conservation Commission and COUNTY for VSP implementation, incorporated herein by reference. The DISTRICT agrees to implement these statutory and contractual requirements of the VSP in the COUNTY.

THEREFORE, IT IS MUTUALLY AGREED THAT: the COUNTY will provide funding consistent with the terms of this Agreement, the policies of the Conservation Commission, 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 Conservation Commission and the laws of the State of Washington.

DEFINITIONS

Terms used throughout this contract are defined below:

"Agreement" shall mean the agreement to which these terms and conditions are affixed.

"Agent" shall mean any entity to which the DISTRICT 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 Kittitas County and shall include all employees of the COUNTY. "Current fiscal year" shall mean July 1, 2025 through June 30, 2027.

"DISTRICT" shall mean Kittitas County Conservation District and shall include all employees of the DISTRICT.

"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 Conservation Commission within sixty days after the end of each biennium, as described in RCW 36.70A.720 (1) U).

"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 the 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.

STATEMENT OF WORK

The DISTRICT shall furnish the necessary personnel, equipment, material and/or services and otherwise do all things necessary for or incidental to performing work set forth in Attachment A - Scope of Work.

PERIOD OF PERFORMANCE

The period of performance of this Agreement shall begin on July 1, 2025 and end on June 30, 2027, unless terminated sooner herein.

PAYMENT

The parties expect legislative appropriation for VSP shall not exceed \$290,000 including costs for COUNTY administration of the agreement. Payment for satisfactory performance of the work accomplished by the DISTRICT under this agreement shall not exceed \$283,000.

METHOD OF PAYMENT

Payment shall be made on a reimbursable basis for costs or obligations. Eligible costs incurred by the DISTRICT will be considered to have been paid by the DISTRICT under this contract 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. The DISTRICT must fully comply with BILLING PROCEDURES to be eligible for reimbursement.

BILLING PROCEDURES

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

Zack DeHaven, Budget & Finance Director
Kittitas County Auditor
205 W 5th Ave. Suite 105
Ellensburg WA 98926

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. A time summary for staff costs, including compensation or billing rates, shall be attached.

Individual time records will be kept available at the DISTRICT 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.

Payment to the DISTRICT for approved and completed work will be made by the COUNTY monthly upon receipt of the invoice for reimbursement.

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

ELIGIBLE COSTS

Eligible costs are limited to those listed below:

- Salaries and benefits, 25% indirect of salaries and benefits is allowed on DISTRICT personnel or any subcontractor personnel designated by the DISTRICT 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 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.
- Copy and printing costs.

- Equipment. The COUNTY and DISTRICT agree and understand that pre-approval by the COMMISSION is required for equipment purchases over \$2,000. 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 and DISTRICT agree to use the COMMISSION's VSP Equipment Request form (<https://www.formstack.com/forms/?4320646-BuPBL SyaEi>) for equipment purchases over \$2,000. The DISTRICT will retain and use the equipment for the purposes authorized in this contract for as long as needed, whether or not the project continues to be supported by COUNTY or COMMISSION funds.

COST-SHARE PROGRAMS AND DISTRICT IMPLEMENTED PROJECTS

Both the COUNTY and DISTRICT agree and understand if a cost-share program is offered or a District Implemented Project (DIP) is planned as part of VSP implementation, in order achieve the goals and objectives of the county work plan and RCW Chapter 36.70A, Conservation Commission cost-share and DIP policies and procedures as the entity providing the funding shall be abided by.

Both the COUNTY and DISTRICT agree if a cost-share program is offered or DIP is planned utilizing Conservation Commission funding, the COUNTY and the DISTRICT agree to receive training regarding Conservation Commission cost-share and DIP policies and procedures, from Conservation Commission staff, *prior* to using VSP funds for a cost-share program or DIP. If cost share funding is provided or DIP completed without Conservation Commission training on the use of cost share or DIP funding, there is no guarantee that reimbursement will occur.

DUPLICATION OF BILLED COSTS

The DISTRICT shall not bill the COUNTY for services performed under this agreement, 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

The COUNTY'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 COUNTY 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-days' notice of an intent to reduce the amount of funding available under this agreement.

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 Conservation Commission funding in this agreement in anticipation of receiving additional funds from the COUNTY or the Conservation Commission, 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 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 COUNTY 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 not assign this contract. The DISTRICT 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 DISTRICT shall remain liable for any claim arising thereunder, and the DISTRICT shall remain responsible for compliance with this agreement and RCW 36.70A.700-735, and with all applicable Federal, State and local laws, orders, regulations and permits. DISTRICT retains the right to subcontract any portion or portions of the work as it deems necessary to complete the work.

THIRD PARTY BENEFICIARY

Both COUNTY and the DISTRICT agree that they intend for the Conservation Commission to be a third-party beneficiary of this agreement. The parties agree that this agreement implements the VSP, in whole or in part, under the COUNTY'S agreement with the Commission and so obligations under this agreement run directly to the Commission as a third-party beneficiary.

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. If for any reason the individuals change, the parties agree to immediately identify and notify each other of another in writing of the new responsible individual for this agreement.

The Agreement Manager for the DISTRICT is:

NAME	Anna Lael
TITLE:	District Manager
MAIL ADDRESS:	2211 W Dolarway Road, Suite 4
CITY, STATE ZIP:	Ellensburg WA 98926
PHONE:	509-925-3352 ext.7
EMAIL:	anna.lael@kccd.net

The Agreement Manager for the COUNTY is:

NAME	Chad Bala
TITLE:	Community Development Services Director
MAIL ADDRESS:	411 N Ruby, Suite 2
CITY, STATE ZIP:	Ellensburg WA 98926
PHONE:	509-962-7506
EMAIL:	Chad.Bala@co.kittitas.wa.us

ASSURANCES

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 Kittitas 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.

DISPUTES

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

By the COUNTY'S 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 Board of Commissioners a written appeal.

An appeal of the Agreement Manager's decision shall be addressed by the COUNTY Board of Commissioners. The DISTRICT shall have the opportunity to meet with the COUNTY Board of Commissioners to be heard either in person or by phone and to provide documents in support of their appeal. The decision of the COUNTY Board of Commissioners 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 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 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 Kittitas 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.

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.

INDEMNIFICATION

The COUNTY 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 DISTRICT 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 DISTRICT'S obligation to indemnify, defend, and hold harmless includes any claim by the DISTRICT'S agents, employees, representatives, or any subcontractor or a subcontractor's employees.

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

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

INELIGIBILITY

The DISTRICT 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.

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 themselves out as nor claim to be an officer or employee of the COUNTY or of the State of Washington by reason hereof, 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, commission 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 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, 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.

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 website, 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.

ACCESSIBILITY REQUIREMENTS

DISTRICT will remain current with Federal and Washington State accessibility standards and comply with OCIO Policy 188 - Accessibility.

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.

TERMINATION

The DISTRICT may terminate this agreement upon 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.

The COUNTY may terminate this agreement upon 30-days' prior written notification to the DISTRICT 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:

- Failure to complete the requirements of Attachment A- SCOPE OF WORK in a reasonable time frame, or for the reasons listed in FUNDING AVAILABILITY above.
- The failure to provide timely quarterly status reports.
- The failure to abide by the conditions related to the administration of a cost-share program.
- The failure to provide an estimate of the final anticipated costs associated with the completion of this agreement through June 30, 2027 to the COUNTY's VSP agreement manager.
- The failure of the DISTRICT to fully comply with the BILLING PROCEDURE.

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

ENTIRE AGREEMENT AND CHANGES, MODIFICATIONS AND AMENDMENTS

This agreement and Attachments A and B 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.

KITTITAS COUNTY CONSERVATION
DISTRICT



Signature

Chairman 7/25/25
Title Date

KITTITAS COUNTY



Signature

Chair 8/28/25
Title Date

Approved as to form:
County Prosecuting Attorney

Signature Date

Interlocal Agreement
DISTRICT and COUNTY Agreement on
Implementation of the Voluntary Stewardship Program

Attachment A

STATEMENT OF WORK

The DISTRICT will be the entity responsible for administering VSP funds and coordinating the VSP watershed group, under RCW 36.0A.715 (1) (b).

The primary goals of the scope of work are to:

1. Organize, convene, and maintain a watershed work 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) 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. The DISTRICT will encourage existing lead entities, watershed planning units, or other integrating organizations to serve as the watershed group.
 - b) Working closely with the watershed group and technical service providers to ensure full compliance with the requirements and intent of VSP.
 - c) Ensure that every effort is made to maintain effective communication between the watershed group, the technical service providers, the DISTRICT, local stakeholders, and participating state and federal agencies and personnel.
 - 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. Implement the requirements of the VSP and RCW 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) and facilitating working relationships between those entity(ies) and landowners.
 - d) Identifying measurable programmatic and implementation goals and benchmarks.
 - e) Reviewing applicable water quality, watershed management, farmland protection, and required species recovery data to incorporate into VSP work 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 covered under VSP.
- 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 procedures and protocols 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.

Task 1: VSP Management and Administration

- A. The DISTRICT will manage and administer all aspects of the work described in this scope of work. The DISTRICT will work closely with the COUNTY to ensure full compliance with the requirements and intent of VSP. Responsibilities will include but not be limited to (1) submittal of vouchers and invoices, (2) maintenance of records, (3) preparation of progress reports, (4) compliance with applicable procurement and contracting procedures and laws, (5) compliance with requirements of this Agreement.

Deliverables:

1. Effective management and administration of the project.
2. Maintenance of all project records.
3. Timely submission of all required performance items such as vouchers, fiscal records and quarterly progress reports.
4. Timely signature of a funding agreement with the COUNTY.
5. Ensure that the COMMISSION has the most recent version of the COUNTY's VSP work plan.
6. 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.

Task 2: Watershed Group Organization and Facilitation

- A. 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 as selected by the COUNTY Board of Commissioners.
- B. The DISTRICT will develop and/or maintain meeting bylaws/rules/policies.
- C. The DISTRICT will provide facilitation (either in-house or consultant) for VSP watershed group

meetings.

- D. The DISTRICT will ensure that every effort is made to maintain effective communication between the VSP watershed group, the COUNTY, local stakeholders, and participating state and federal agency personnel.

Deliverables:

1. Organization of a vetted core VSP 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 DISTRICT will encourage existing lead entities, watershed planning units, or other integrating organizations to serve as the watershed group.
2. Establish current, well-developed meeting bylaws/ rules/ policies.
3. Facilitation of meetings and other actions of VSP Watershed Group including communications, agendas, minutes, etc.
4. Meetings, as necessary for implementation of the COUNTY VSP work plan, of VSP Watershed Group voting members and interested public.

Task 3: Outreach to Producers and the Public

- A. The DISTRICT will utilize existing outreach tools (e.g. the DISTRICT's newsletter) to the extent possible to keep COUNTY landowners and the public informed as to the status of implementation of the VSP work plan.
- B. The DISTRICT will continually encourage public and landowner input into the VSP Work Plan implementation process.
- C. The DISTRICT will maintain a webpage for VSP process. This webpage will include program description, goals, and products for public review. It will also include meeting minutes, dates and agendas for future meetings.
- D. Public informational meetings will be held as needed.
- E. Additional public outreach will be determined by the watershed group.

Deliverables:

1. Robust public outreach using existing and/or new outreach tools.
2. Develop and maintain webpage for VSP implementation.
3. Public informational meetings as needed/required.
4. Additional public contact to be determined.

Task 4: Implement VSP Watershed Plan

- A. The DISTRICT will facilitate and assist the VSP watershed group to implement the approved VSP Work Plan as per RCW 36.70A.720. They will continue to:
 - a. Identify measurable programmatic and implementation goals and benchmarks.
 - b. Review and incorporate applicable water quality, watershed management, farmland protection, and required species recovery data and plans. RCW 36.70A.720 (1)(a).
 - c. Seek input from tribes, agencies and stakeholders. RCW 36.70A.720 (1)(b).
 - d. 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. RCW 36.70A.720 (1)(c).
 - e. Ensure outreach and technical assistance is provided to producers and operators in the various watersheds. RCW 36.70A.720 (1)(d).

- f. Create measurable benchmarks that, within ten years after receipt of funding, are designed to result in (a) the protection of critical areas functions and values and (b) the enhancement of critical areas functions and values through voluntary, incentive-based measures. RCW36.70A.720 (1)(e).
- g. Incorporate into the work plan any existing development regulations relied upon to achieve the goals and benchmarks for protection of critical areas. RCW 36.70A.720 (h).
- h. Develop timeline for periodic evaluations, adaptive management, and provide written reports of plan status/accomplishments to the COUNTY and the Washington State Conservation Commission.
- i. Meet any other requirement for the successful implementation of VSP in RCW 36.70A.720.

Deliverables:

1. The DISTRICT will provide technical assistance to operators/producers including producing stewardship plans to identify critical areas and potential stewardship (best management) practices that protect and/or enhance critical areas.
2. The District will provide additional technical assistance and financial assistance to producers working to implement stewardship practices when funding is available.

Task 5: Monitoring and Reporting

The DISTRICT will assist the Watershed Group in continued development of a timeline for periodic evaluations, adaptive management, and provide written reports of plan status/accomplishments to the COUNTY and the Washington State Conservation Commission.

- A. The DISTRICT will coordinate monitoring programs with other state agency activities.
- B. The DISTRICT will implement the requirements of the VSP and RCW Chapter 36.0A.700-760.
 - a. Two-year status reports. No later than August 30, 2025, 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 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 following plan elements through VSP implementation:
 1. Creation of 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. Assistance is provided to and received from state agencies in monitoring programs; and
 8. Any other reporting requirements of the program are satisfied.
- C. Maintain a monitoring Plan: The DISTRICT agrees that not later than December 31, 2026, the DISTRICT will provide to the COUNTY an update regarding the status of its monitoring plan, including any changes that have been made since its original submission prior to or on July 1, 2024. The SCC encourages the DISTRICT to use the Watershed Monitoring Project Development Guide for the VSP in Washington, Volume III to further develop or amend the plan, but will not require its use in such amendments. The monitoring plan shall be designed to continue to facilitate the collection, analysis, and reporting of information for VSP.

Deliverables:

1. DISTRICT will complete the Two-year status report no later than August 30, 2025 and provide to the COMMISSION.
2. DISTRICT will facilitate continued regular communication with the State Technical Panel and the Watershed Group.
3. District will maintain ongoing database of implemented stewardship practices for future 5-year reporting purposes.
4. DISTRICT will provide to the COUNTY an update not later than December 31, 2026, regarding the status of its monitoring plan.
5. Ensure the COMMISSION has the most recent version of the COUNTY's VSP work plan by providing the COUNTY the most current version of the VSP work plan, which includes all attachments and / or appendices.

Task 6: District Implemented and/or Cost Share Projects

- A. The DISTRICT will complete the necessary training through the Conservation Commission prior to offering cost share programs to landowners or planning District Implemented Projects (DIP) led by

- the DISTRICT.
- B. The DISTRICT will gain prior approval from the Watershed Group for cost share or DIPs.
 - C. The DISTRICT will implement any Watershed Group approved cost share project or DIP consistent with the Conservation Commission requirements as stated in the SCC Grant and Contract Procedure Manual.
 - D. The DISTRICT agrees that VSP cost-share projects funded using any amount of COMMISSION VSP funds shall be reported in the Conservation Practices Database System (CPDS).

Deliverables:

- 1. DISTRICT will gain approved from the Watershed Group for cost share projects and DIPs as needed.
- 2. DISTRICT will provide all Conservation Commission required documents to the COUNTY along with any reimbursement request that includes cost share project or DIP expenses.
- 3. Cost-share projects or DIPs funded using any amount of COMMISSION VSP funds shall be reported in the Conservation Practices Database System (CPDS) by the DISTRICT.

**Voluntary Stewardship Program
Interlocal Agreement
DISTRICT and COUNTY Agreement
Attachment B
EST/MATED BUDGET**

Task Budget

	FY 2026	FY 2027	Total
<i>Task 1: Administration of Voluntary Stewardship Program Agreement</i>	\$2,101	\$2,154	\$4,255
<i>Task 2: Watershed Group Organization and Facilitation</i>	\$4,663	\$4,802	\$9,465
<i>Task 3: Outreach to Producers and Public</i>	\$11,284	\$11,605	\$22,889
<i>Task 4: Implement VSP Watershed Plan</i>	\$54,926	\$56,434	\$111,360
<i>Task 5: Monitoring and Reporting</i>	\$62,636	\$64,395	\$127,031
<i>Task 6: District Implemented and/or Cost Share Projects</i>	\$7,500	\$7,500	\$15,000
TOTAL	\$143,110	\$146,890	\$290,000

Object Budget

	FY 2026	FY 2027	Total
<i>Salaries and Benefits (148 hours/month)</i>	\$96,148	\$98,552	\$194,700
<i>Indirect (25%)</i>	\$24,037	\$24,368	\$48,675
<i>Goods & Services</i>	\$12,025	\$12,600	\$24,625
<i>Travel (mileage, per diem)</i>	\$1,400	\$1,600	\$3,000
<i>Equipment (monitoring equipment, etc)</i>	\$2,000	\$2,000	\$4,000
<i>District Implemented or Cost Share Projects</i>	\$7,500	\$7,500	\$15,000
TOTAL	\$143,110	\$16,890	\$290,000