# INTERAGENCY AGREEMENT

# BETWEEN

# THE [CONSERVATION DISTRICT]

# AND

# [COUNTY]

# TO IMPLEMENT THE VOLUNTARY STEWARDSHIP PROGRAM

This Agreement is made and entered into by and between the [CONSERVATION DISTRICT], hereinafter referred to as “DISTRICT” and [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) through this Agreement with the CONSERVATION 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 COMMISSION and COUNTY for VSP implementation, incorporated herein by reference. The CONSERVATION DISTRICT agrees to implement these statutory and contractual requirements of the VSP in the COUNTY.

THEREFORE, IT IS MUTUALLY AGREED THAT:

## DEFINITIONS

Terms used throughout this contract are defined below:

[LIST DEFINITIONS HERE]

## INTENT

[DESCRIBE INTENT HERE]

## STATEMENT OF WORK

[PROVIDE STATEMENT OF WORK HERE]

## PERIOD OF PERFORMANCE

[INSERT PERIOD OF PERFORMANCE TIMELINE OF THIS AGREEMENT HERE]

## PAYMENT

[DESCRIBE PAYMENT HERE]

## METHOD OF PAYMENT

[EXPLAIN METHOD OF PAYMENT HERE]

## BILLING PROCEDURES

[DESCRIBE BILLING PROCEDURES]

## BILLING DETAIL

[PROVIDE BILLING DETAIL HERE]

## ELIGIBLE COSTS

Eligible costs are limited to those listed below:

* Salaries and benefits, 20% indirect of salaries and benefits is allowed on COUNTY personnel.
* 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. 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.
* 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 agrees and understands that pre-approval by the COMMISSION is required for equipment purchases. 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.

## COST-SHARE PROGRAMS

Both the COUNTY and DISTRICT agree and understand if a cost-share program is offered as part of VSP implmenentation, in order achieve the goals and objectives of the county work plan and RCW Chapter 36.70A, COMMISSION cost-share policies and procedures as the entity providng the funding shall be abided by.

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

## DUPLICATION OF BILLED COSTS

[DESCRIBE NO DUPLICATION OF BILLED COSTS HERE]

## FUNDING CONTINGENCY

[DESCRIBE CONTINGENCIES BASED ON LACK OF OR LIMITED FUNDING HERE]

## FUNDING AVAILABLE

[DESCRIBE THE FUNDING AVAILABLE HERE]

## DISALLOWED COSTS

[DESCRIBE DISALLOWED COSTS HERE]

## INSUFFICIENT FUNDS

[EFFECT OF INSUFFICIENT FUNDS]

## ASSIGNMENT

[ASSIGNMENT OF CONTRACT OBLIGATIONS]

## 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

[DESCRIBE AGREEMENT MANAGEMENT]

The Agreement Manager for the DISTRICT is:

NAME:

TITLE:

MAIL ADDRESS:

CITY, STATE ZIP:

PHONE:

EMAIL:

The Agreement Manager for the COUNTY is:

NAME:

TITLE:

MAIL ADDRESS:

CITY, STATE ZIP:

PHONE:

EMAIL:

## TERMINATION

[DESCRIBE TERMINATION TERMS]

## AMENDMENT

[DESCRIBE HOW AMENDMENT WILL BE MADE]

## ASSURANCES

[ASSURANCE AS TO FOLLOWING APPLICABLE LAWS]

## DISPUTES

[DISPUTE RESOLUTION PROCEDURES]

## GOVERNANCE

[DESCRIBE WHAT LAW GOVERNS THIS AGREEMENT]

## CONTRACTING FOR SERVICES

[DESCRIBE HOW CONTRACTS WILL BE AWARDED AND RELATED PROCEDURES]

## RESPONSIBILITIES OF THE PARTIES

[WHICH PARTY IS RESPONSIBLE FOR WHAT]

## INELIGIBILITY

[STATEMENT OF ELIGIBILITY TO PARTICIPATE IN TRANSACTIONS WITH FEDERAL ENTITIES]

## INDEPENDENT RELATIONSHIP

[DESCRIBE THE INDEPENDENT NATURE OF EACH PARTY]

## KICKBACKS

[POLICY AGAINST KICKBACKS]

## INTELLECTUAL PROPERTY

[HOW INTELLECTUAL PROPERTY WILL BE HANDLED]

## PROPERTY MANAGEMENT

[DESCRIBE HOW PROPERTY WILL BE MANAGED UNDER THIS AGREEMENT]

## RECORDS MAINTENANCE

[DESCRIBE HOW RECORDS WILL BE MANAGED UNDER THIS AGREEMENT]

## ACCESSIBILITY REQUIREMENTS

[STATEMENT ON ACCESSIBILITY]

## SEVERABILITY

SEVERABILITY OF CONTRACT PROVISIONS]

## WAIVER

[WAIVER OF RIGHTS]

## BREACH

[EFFECT OF BREACH OF CONTRACT]

## ENTIRE AGREEMENT AND CHANGES, MODIFICATIONS AND AMENDMENTS

[STATEMENT OF ENTIRETY OF AGREEMENT BETWEEN THE 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: Approved as to form:

Conservation District Legal Counsel County Prosecuting Attorney

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Date 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 36.70A.715 (1) (b).

The primary goals of the scope of work are to:

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.

1. Implement the VSP work plan. Implement the requirements of the VSP and RCW 36.70A.700–760. Implementation includes:
2. Ensure outreach and technical assistance is provided to agricultural operators;
3. Designate the entity or entities that will provide technical assistance;
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. 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;
6. Submit five-year reports as required by RCW 36.70A.720 (2)(b)(i) and (2) (c)(i), and
7. Satisfy any other requirement of RCW 36.70A.70.700–.760.

## Task 1: VSP Management and Administration

1. 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.
2. 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. 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. Provide a quarterly status report to the COUNTY in a form and manner proscribed by the COUNTY, and deemed reasonable by DISTRICT staff.

## Task 2: Watershed Group Organization and Facilitation

1. 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.
2. The DISTRICT will develop and/or maintain meeting bylaws/rules/policies.
3. The DISTRICT will provide facilitation (either in-house or consultant) for VSP watershed group meetings.

### 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: Facilitate VSP Work Plan Implementation

1. The DISTRICT will facilitate and assist the VSP watershed group which will implement the approved VSP Work Plan as per RCW 36.70A.720. In implementing the approved work plan, the VSP watershed group will:
	1. Identify critical areas and agricultural activities within those critical areas.
	2. Identify a public outreach plan to contact landowners.
	3. Identify and designate entity(ies) to provide landowner assistance (voluntary stewardship plans) RCW 36.70A.720 (1)(f).
	4. Identify measurable programmatic and implementation goals and benchmarks.
2. Review and incorporate applicable water quality, watershed management, farmland protection, and required species recovery data and plans. RCW 36.70A.720 (1)(a).
3. Seek input from tribes, agencies and stakeholders. RCW 36.70A.720 (1)(b).
4. 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).
5. Ensure outreach and technical assistance is provided to producers and operators in the various watersheds. RCW 36.70A.720 (1)(d).
6. 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).
7. 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).
8. Establish baseline monitoring for:
	1. Participation and implementation of voluntary stewardship plans and projects
	2. Stewardship activities, and
	3. Effects on critical areas and agriculture relevant to protection and enhancement benchmarks. RCW 36.70A.720 (1)(i).
9. Develop timeline for periodic evaluations, adaptive management, and provide written reports of plan status/accomplishments to the COUNTY and the Washington State Conservation Commission.
10. Coordinate monitoring programs with other state agency activities.
11. Meet any other requirement for the successful implementation of VSP in RCW 36.70A.720.

### Deliverables:

1. No later than August 30, 2019, provide a written biennial report to the COUNTY and COMMISSION under RCW 36.70A.720 (2)(b)(i) and (c)(i). The biennial report must provide the status of plans and accomplishments of the work plan to the COUNTY and COMMISSION. The biennial report should include a summary of how plan implementation is affecting each of the following:
2. The protection and enhancement of critical areas within the area where agricultural activities are conducted;
3. The maintenance and improvement of the long-term viability of agriculture;
4. Reducing the conversion of farmland to other uses;
5. 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;
6. 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;
7. 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;
8. Ongoing efforts to improve compliance with other laws designed to protect water quality and fish habitat; and
9. 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.
10. Facilitate and assist the county watershed group with the development of the five year status report to the director of the COMMISSION and COUNTY. 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:
11. 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;
12. Ensure outreach and technical assistance is provided to agricultural operators in the watershed;
13. 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;
14. Work with the entity providing technical assistance to ensure that individual stewardship plans contribute to the goals and benchmarks of the work plan;
15. Incorporate into the work plan any existing development regulations relied upon to achieve the goals and benchmarks for protection;
16. 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;
17. 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;
18. Assist state agencies in their monitoring programs; and
19. Satisfy any other reporting requirements of the program.
20. VSP cost-share projects that are funded using any amount of COMMISSION VSP funds shall be reported in the five year report under RCW 36.70A.720 (2) (b) (i) and (c) (i).

## Task 4: Public Outreach and Technical Assistance

1. 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 and potential requirements that will be addressed in the VSP work plan.
2. The DISTRICT will continually encourage public and landowner input into the VSP Work Plan implementation process.
3. The DISTRICT will develop 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.
4. Public informational meetings will be held as needed.
5. Additional public outreach will be determined by the watershed group.
6. The DISTRICT will provide technical assistance to operators/producers when funding is available.

### 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.

# Voluntary Stewardship Program

# Interlocal Agreement

# DISTRICT and COUNTY Agreement

## Attachment B

## BUDGET

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | FY 20XX | FY20XX | FY20XX | Total |
| *Task 1: VSP Management and Administration* | 10,000 | 15,000 | 15,000 | 40,000 |
|  |  |  |  |  |
| *Task 2: Watershed Group Organization and Facilitation* | 10,000 | 10,000 | 10,000 | 30,000 |
|  |  |  |  |  |
| *Task 3: Facilitate VSP Work Plan Implementation* | 25,000 | 50,000 | 50,000 | 125,000 |
|  |  |  |  |  |
| *Task 4: Public Outreach and Technical Assistance* | 15,000 | 20,000 | 20,000 | 55,000 |
|  |  |  |  |  |
| TOTAL | 60,000 | 95,000 | 95,000 | 250,000 |