

**INTERAGENCY AGREEMENT**  
**BETWEEN**  
**WALLA WALLA COUNTY CONSERVATION DISTRICT**  
**AND**  
**WALLA WALLA COUNTY**

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

**PURPOSE**

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

**THEREFORE, IT IS MUTUALLY AGREED THAT:**

**DEFINITIONS**

Terms used throughout this contract are defined below:

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

"Agent" shall mean any entity to which the County has assigned responsibilities as allowed in the agreement.

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

"DISTRICT" shall mean the Walla Walla County Conservation District receiving the funds as identified in the Agreement that this Appendix is a part of, and is performing activities under this contract, and shall include all employees of the DISTRICT.

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

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

"WSCC" shall mean the Washington State Conservation Commission

**INTENT**

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

**STATEMENT OF WORK**

The DISTRICT shall furnish the necessary personnel, equipment, material and/or service(s), or contract with third parties to accomplish the same, and otherwise do all things necessary for or incidental to the performance of the work set forth herein, and set forth in Attachment

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

#### PERIOD OF PERFORMANCE

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

#### PAYMENT

Compensation for the work provided in accordance with this Agreement has been established under the terms of chapter 39.34.130 RCW. The parties have estimated that the cost of accomplishing the work herein will not exceed \$235,000. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount prior to the commencement of any work which will cause the maximum payment to be exceeded. Compensation for services shall be in accordance with the Budget in Attachment B which is attached and incorporated herein.

#### METHOD OF PAYMENT

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

#### BILLING PROCEDURES

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

#### BILLING DETAIL

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

#### ELIGIBLE COSTS

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

- Salaries and benefits
- Overhead – limited to 25% of salaries and benefits
- Travel
- Meeting rooms and light refreshments

- Light refreshments are defined as: an edible item that may be served between meals, for example, doughnuts, sweet rolls, and pieces of fruit or cheese. A list of meeting attendees is required.
- Reports, studies and research
- Copy and printing costs (for reports, studies, etc.)
- Facilitation costs (if any).
- 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.
- Both the COUNTY and DISTRICT agree and understand if a cost-share program is offered as part of VSP implementation, in order to achieve the goals and objectives of the county work plan and RCW Chapter 36.70A, WSCC cost-share policies and procedures as the entity providing the funding shall be abided by.

#### REPORTING REQUIREMENTS

Reports are due quarterly for this Agreement.

- Period of July 1 – September 30, 2021 – Due October 10, 2021
- Period of October 1 – December 31, 2021 – Due January 10, 2022
- Period of January 1 – March 31, 2022 – Due April 11, 2022
- Period of April 1 – June 30, 2022 – Due July 11, 2022
- Period of July 1 – September 30, 2022 – Due October 10, 2022
- Period of October 1 – December 31, 2022 – Due January 10, 2023
- Period of January 1 – March 31, 2023 – Due April 10, 2023
- Period of April 1 – June 30, 2023 – Due July 10, 2023

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

#### DUPLICATION OF BILLED COSTS

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

#### FUNDING CONTINGENCY

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

- A. Terminate this Agreement with *(fourteen)* (14) days advance notice. If this Agreement is terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.
- B. Renegotiate the terms of the Agreement under those new funding limitations and conditions,
- C. After a review of project expenditures and deliverable status, extend the end date of this Agreement and postpone deliverables or portions of deliverables, or
- D. Pursue such other alternative as the parties mutually agree to writing.

#### FUNDING AVAILABLE

Funding provided by legislative appropriation for the work herein will not exceed \$235,000. Payment for satisfactory performance of the work accomplished under this Agreement shall not exceed this amount.

#### DISALLOWED COSTS

The DISTRICT is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors (such as consultants), and Assignees. If the DISTRICT expends more than the amount of the COUNTY funding in this agreement in anticipation of receiving additional funds from the COUNTY, it does so at its own risk. The COUNTY is not legally obligated to reimburse the DISTRICT for costs incurred in excess of this Agreement.

#### INSUFFICIENT FUNDS

The obligation of the COUNTY to fund this Agreement is contingent on the availability of state and federal funds through legislative appropriation and state allotment. When this Agreement crosses over state fiscal years the obligation of the DISTRICT is contingent upon the appropriation of funds during the next fiscal year. The failure of the legislature or federal agencies to appropriate or allot such funds to the program shall be good cause to terminate this contract.

#### ASSIGNMENT

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

#### AGREEMENT MANAGEMENT

Each party shall assign a specific individual to be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The Agreement Manager for the DISTRICT is the DISTRICT manager, currently Renee M. Hadley:

NAME: Renee M. Hadley  
TITLE: District Manager  
MAIL ADDRESS: 325 N 13<sup>th</sup> Ave  
CITY, STATE ZIP: Walla Walla, WA 99362  
PHONE: (509) 956-3777  
EMAIL: renee.hadley@wwccd.net

The Agreement Manager for the COUNTY is:

NAME: Lauren Prentice  
TITLE: Community Development Department Director  
MAIL ADDRESS: Suite 200 310 W. Poplar  
CITY, STATE ZIP: Walla Walla, WA 99362  
PHONE: 509-524-2610  
EMAIL: lprentice@co.walla-walla.wa.us

#### 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. If the DISTRICT terminates this Agreement before the work plan's goals and benchmarks are met, the COUNTY may be subject to the requirements of RCW 36.70A.735 and related statutory sections.

The COUNTY may terminate this Agreement upon 30-days' prior written notification to the DISTRICT for cause, or for failure to complete the requirements of the Scope of Work or Deliverables in a reasonable time frame. If this Agreement is terminated by the COUNTY, the DISTRICT shall be reimbursed only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

#### AMENDMENT

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

#### ASSURANCES

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

#### DISPUTES

Except as otherwise provided in this contract, any dispute arising under this contract shall be decided in the following manner: By the Agreement Manager or other designated official who shall provide a written statement of decision to the DISTRICT. The decision of the Agreement Manager or other designated official shall be final and conclusive unless, within thirty days from the date the DISTRICT receives such statement, the DISTRICT mails or otherwise furnishes to the COUNTY a written appeal. An appeal of the Agreement Manager's decision shall be addressed by the COUNTY. The DISTRICT shall have the opportunity to be heard and to offer evidence in support of this appeal. The decision of the COUNTY for the resolution of such appeals shall be final and conclusive and constitutes a final agency action for the purposes of the Washington Administrative Procedures Act, RCW 34.05. Pending final decision of dispute hereunder, the DISTRICT shall proceed diligently with the performance of this agreement and in accordance with the decision rendered.

#### GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws. The DISTRICT and any Agent shall comply fully with all applicable federal, state and local laws, orders, regulations and permits. Any action brought to enforce the terms of this Agreement shall be in the Superior Court for Walla Walla 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 DISTRICT shall retain copies of all bids received and contracts awarded, for inspection and use by the COUNTY. Retention of copies shall be consistent with time periods established herein.

#### RESPONSIBILITIES OF THE PARTIES

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

#### INELIGIBILITY

If federal funds are the basis for this contract, the COUNTY certifies that neither it nor its principals are presently debarred, declared ineligible, or voluntarily excluded from participation in transactions by any federal department or agency.

#### INDEPENDENT RELATIONSHIP

The DISTRICT or DISTRICT'S Agent(s) performing under this contract are not employees or agents of the COUNTY. The DISTRICT shall not hold itself out as nor claim to be an officer or employee of the COUNTY, nor will the DISTRICT make any claim of right, privilege or benefit which would accrue to such employee under law. Conduct and control of the work outlined in the scope of work shall be solely with the DISTRICT.

#### KICKBACKS

The DISTRICT and its employees and authorized representatives are prohibited from inducing by any means any person employed or otherwise involved in this project to give up any part of the compensation to which he/she is otherwise entitled or, receive any fee or gift in return for award of a subcontract hereunder.

#### INTELLECTUAL PROPERTY

Copyrights and Patents. Should the DISTRICT or DISTRICT's Agent(s) create any copyrightable materials or invent any patentable property in the course of the scope of work governed by this Agreement, the DISTRICT may copyright or patent the same but shall grant the COUNTY a royalty-free, nonexclusive and irrevocable license to reproduce, publish, recover or otherwise use the material(s) or property and to authorize others to use the same for federal, state or local government purposes.

Where federal funding is involved, the federal government may have a proprietary interest in patent rights to any inventions developed by the DISTRICT as provided in 35 U.S.C. 200-212.

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

#### PROPERTY MANAGEMENT

The COUNTY'S Property and Records Management Policy, and any updates thereto, shall control the use and disposition of all real and personal property purchases wholly or in part with funds furnished by the COUNTY in the absence of state, federal statute(s), regulations(s), or policy(s) to the contrary or upon specific instructions with respect thereto in the Scope of Work.

#### RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, federal officials so authorized by law, and as provided by the state Public Records Act, RCW 42.56. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

#### SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement, which can be given effect without the invalid provision if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

#### WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

#### BREACH

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

#### ENTIRE AGREEMENT AND CHANGES, MODIFICATIONS AND AMENDMENTS

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

#### EFFECTIVE DATE

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

IN WITNESS WHEREOF, the parties have executed this Agreement.

CONSERVATION DISTRICT

WALLA WALLA COUNTY

[Signature]

Signature

District Manager 8.12.2021

Title

Date

[Signature]

Signature

Walla Walla County  
Commissioner, Chair 8-9-2021

Title

Date

Approved as to form:

Approved as to form:

County Prosecuting Attorney

Approved electronically

Signature

Date

via email by Jesse Nolte



# **Voluntary Stewardship Program Interlocal Agreement DISTRICT and COUNTY Agreement**

## **Attachment A STATEMENT OF WORK**

The DISTRICT is hereby proposing that the COUNTY continue to designate the DISTRICT as the entity responsible for administering VSP funds and coordinating the VSP Work Group.

The primary goals of the original scope of work were to provide leadership to a Watershed Group to develop both the VSP Work Plan and subsequent reports to document protection of critical areas while maintaining the viability of agriculture, and submit completed VSP Work Plan reports (quarterly, 2-year and 5-year) to the director of the Washington State Conservation Commission for approval.

This is a subsequent contract following development of the VSP Work Plan and initial outreach, monitoring and implementation of the VSP Work Plan. Efforts for the 2021-2023 biennium will focus on the continued implementation and monitoring of the plan and 2-year and 5-year reporting per the Washington State Conservation Commission (WSCC) policy.

The overall program will consist of the following tasks to be performed by the DISTRICT or its contractors:

### *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.
- B. The DISTRICT will ensure that effort is made to maintain effective communication between the VSP Watershed Group, the COUNTY, WSCC, 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. Provide quarterly status reports to the COUNTY and WSCC in a form and manner prescribed by the WSCC.

### *Task 2: Watershed Group Organization and Facilitation*

- A. The DISTRICT will facilitate meetings of the VSP Watershed Group which include representatives from a variety of stakeholder groups including but not limited to tribes, environmental groups, and agriculture.
- B. Follow meeting bylaws/rules/policies.

Deliverables:

1. Support continuation of the 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.
2. Facilitation of meetings and other actions of VSP Watershed Group including communications, agendas, minutes, etc.
3. Manage meetings of VSP Watershed Group voting members and interested public as needed to implement the VSP Work Plan.

Task 3: Facilitate VSP Work Plan Implementation

- A. The DISTRICT will work with the VSP Watershed Group to implement the VSP Work Plan as per RCW 36.70A.720. Under the direction of the VSP Watershed Group, the DISTRICT will assist them to meet the following goals of the VSP plan:
  - Educate the community at large regarding the benefits that agricultural activities have on existing critical areas (i.e., farm ground benefits versus development)
  - Coordinate with the County's Planning Department regarding zoning, annexations, and rural development
  - Improve mapping of critical areas
  - Implementing best management practices (BMPs) for water conservation (irrigation efficiencies, local water plans)
  - Increase edge of field buffers, wind breaks, and/or grade control structures
  - Increase vegetation or residue cover on soils
  - Increase awareness and implementation of conservation easements as an agricultural tool
  - Increase information exchange about new technology/research
  - Increase implementation of on-ground project to protect critical areas
- B. The DISTRICT will conduct monitoring as outlined in Appendix D of the Walla Walla County Voluntary Stewardship Work Plan (2017) which is attached as a reference to this agreement.
- C. The DISTRICT will develop a timeline for periodic evaluations, adaptive management, and provide written reports of plan status/accomplishments to the COUNTY and WSCC.
- D. The DISTRICT will coordinate monitoring programs with other state agency activities.
- E. If funding is available, the DISTRICT will utilize VSP funds to provide cost share to agriculture producers to implement projects to protect and enhance critical areas and meet the goals of the VSP work plan. Cost share funds will be managed under the guidance and oversight of WSCC using the WSCC's cost-share policies and procedures. <https://scc.wa.gov/grant-and-contract-procedure-manual/>)
- F. Meet other requirement for the successful implementation of VSP in RCW 36.70A.720.

Deliverables:

1. Develop a timeline for periodic evaluations of benchmarks, adaptive management if needed and provide written reports of plan status/accomplishments to the COUNTY and WSCC.
2. Conduct monitoring and activities as outlined in Appendix D of the Walla Walla County Voluntary Stewardship Work Plan.
3. Perform tasks as outlined in Table 5-1 (attached) of the approved Walla Walla County VSP Work Plan.
4. If funding allows, provide cost share for projects to protect and enhance critical areas to help the COUNTY meet the goals of the VSP Work Plan.
5. Report on the progress of the implementation of the Work Plan as required to the COUNTY, WSCC, and state.

Task 4: Public Outreach and Technical Assistance

- A. The Watershed Group will utilize existing outreach tools (e.g. the DISTRICT's newsletter) to keep county landowners and the public informed as to progress in meeting the goals of the VSP Work Plan.
- B. The DISTRICT website will include a section for VSP progress. The website will include program description, goals, and products for public review. It will also include meeting minutes, dates and agendas for future meetings.
- C. Additional public outreach will be determined by the Watershed Group.
- D. The DISTRICT will provide technical assistance to operators/producers if funding is available.

Deliverables:

1. Robust public outreach using existing and/or new outreach tools.
2. Develop and maintain information on the Walla Walla County VSP program at the DISTRICT website.
3. Public informational meetings as needed/required.

**Voluntary Stewardship Program  
Interlocal Agreement  
DISTRICT and COUNTY Agreement**

Attachment B  
BUDGET

	<b>FY 2022</b>	<b>FY2023</b>	<b>Total</b>
<i>Task 1: VSP Management and Administration</i>	5,000	5,000	10,000
<i>Task 2: Watershed Group Organization and Facilitation</i>	5,000	5,000	10,000
<i>Task 3: Develop VSP Work Plan 2-year report (due Aug. 30, 2021) and 5-year report (submitted March 7, 2021 with review meeting July 8, 2021)</i>	10,000	5,000	15,000
<i>Task 4: Public Outreach and Technical Assistance</i>	10,000	10,000	20,000
<i>Task 5: Implement projects approved by VSP work group</i>	90,000	90,000	180,000
<b>TOTAL</b>	<b>120,000</b>	<b>115,000</b>	<b>235,000</b>