

**A G E N D A**  
**WALLA WALLA COUNTY BOARD OF COMMISSIONERS**  
**MONDAY, JULY 1, 2019**

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**9:30**

**COUNTY COMMISSIONERS**

**Chairman Kimball**

All matters listed within the Consent Agenda have been distributed to each County Commissioner for review and are considered routine. The Consent Agenda will be approved by one motion of the Board of County Commissioners with no separate discussion. If separate discussion is desired on a certain item, that item may be removed from the Consent Agenda at the request of a Commissioner, for action later.

- a) Roll call and establish a quorum
- b) Declarations re: conflict of interest
- c) Pledge of Allegiance
- d) Public comment period (time limitations may be imposed)
- e) Introduction of new county employees (this is scheduled for the first meeting of each month)

**PLEASE NOTE:** *If you wish to address the Commission, please raise your hand to be recognized by the Chair. When you have been recognized, please step up to the microphone and give your name and address before your comments. The Walla Walla County Commissioners are committed to maintaining a meeting atmosphere of mutual respect and speakers are encouraged to honor this principle. (An individual may request to address the board at a later time on the agenda, if time permits, by contacting the Clerk of the Board at least 24 hours prior to the meeting.) Thank you.*

**f) Action Agenda Items:**

- 1) Review submitted Employee Payroll Action Forms

**g) Consent Agenda Items:**

- 1) Resolution \_\_\_\_\_ - Minutes of County Commissioners' proceedings for June 24 and 25, 2019
- 2) Resolution \_\_\_\_\_ - Intergovernmental transfer of certain county property to Columbia County
- 3) County vouchers/warrants/electronic payments as follows: 4048203 through 4048217 totaling \$83,001.00 (payroll draws dated June 15, 2019); 4048330 through 4048366, totaling \$941,407.03 (June payroll); 4209775 through 4209805 totaling \$1,063,166.18 (benefits and deductions), and 4209774 in the amount of \$3,000.00 (Elections postage)

**BOARD OF COUNTY COMMISSIONERS**  
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF AN  
INTERGOVERNMENTAL TRANSFER  
OF CERTAIN COUNTY PROPERTY  
TO COLUMBIA COUNTY

**RESOLUTION NO. 19**

**WHEREAS**, Washington State requires all counties to provide E911 services throughout their jurisdictions; and

**WHEREAS**, pursuant to the Walla Walla Emergency Services Emergency Services Cooperation Agreement, executed in 2016, the City of Walla Walla has been providing E911 and dispatching services for Walla Walla County; and

**WHEREAS**, the 2016 Agreement provides that the City shall retain custody of equipment and other items related to E911 services, but that title of the equipment shall remain with the County; and

**WHEREAS**, Walla Walla City-County Dispatch (aka Walla Walla Emergency Services Communication Center or WESCOM), a City of Walla Walla department under the supervision of Chief of Police Scott Bieber and Public Safety Communications Manager Steve Ruley has notified Walla Walla County that they have fifteen (15) AC power supplies for Tait TB8100 radios which are no longer in use; and

**WHEREAS**, Columbia County E911/Emergency Management Department is in need of power supplies for TB8100 radios for continued operation of their E911 system, and the operation of the Dispatch Center in Columbia County provides a benefit to the County and the Public; now therefore

**BE IT HEREBY RESOLVED** by this Board of Walla Walla County Commissioners, as the county legislative authority, that they shall approve the transfer of said power supplies as outlined above, at no cost in recognition of the mutual benefits to each jurisdiction, organization, and all citizens of the county.

*Passed this 1<sup>st</sup> day of July, 2019 by Board members as follows:      Present or      Participating via other means, and by the following vote:      Aye      Nay      Abstained      Absent.*

Attest:

\_\_\_\_\_  
Diane L. Harris, Clerk of the Board

\_\_\_\_\_  
Todd L. Kimball, Chairman, District 2

\_\_\_\_\_  
James K. Johnson, Commissioner, District 1

\_\_\_\_\_  
Gregory A. Tompkins, Commissioner, District 3

\_\_\_\_\_  
*Constituting the Board of County Commissioners  
of Walla Walla County, Washington*

**COUNTY COMMISSIONERS (continued)**

**g) Consent Agenda Items (continued):**

- 4) Payroll action and other forms requiring Board approval
- h)** Miscellaneous business to come before the Board
- i)** Review reports and correspondence; hear committee and meeting reports
- j)** Review of constituent concerns/possible updates re: past concerns

**a) Consent Agenda Items:**

- 1) Resolution \_\_\_\_\_ - Contract between the Washington State Department of Commerce and Walla Walla County (19-62210-014)
- 2) Resolution \_\_\_\_\_ - Approving Service Agreement #19-24 between Walla Walla County Department of Community Health and Blue Mountain Action Council

**b) Presentation: Report to the Board pursuant to Ordinance 453/Walla Walla County Code Chapter 3.24  
Re: the 0.1% sales and use tax collected pursuant to RCW 82.14.460 and to be utilized for providing new or expanded chemical dependency or mental health treatment services****c) Department update and miscellaneous**



**BOARD OF COUNTY COMMISSIONERS**  
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF CONTRACT  
BETWEEN THE WASHINGTON  
STATE DEPARTMENT OF  
COMMERCE AND  
WALLA WALLA COUNTY (19-  
62210-014)

}

RESOLUTION NO. **19**

**WHEREAS**, the Washington State Department of Commerce has proposed a contract with the Walla Walla County Department of Community Health for funds to provide public service activities that principally benefit low- and moderate-income persons; and

**WHEREAS**, the contract benefits the citizens of Walla Walla, Columbia, and Garfield Counties; and

**WHEREAS**, the County Prosecuting Attorney and Risk Manager have also reviewed same; now therefore

**BE IT HEREBY RESOLVED** by this Board of Walla Walla County Commissioners that they do hereby approve and chairman shall sign said contract.

*Passed this 1<sup>st</sup> day of **July, 2019** by Board members as follows:      Present or      Participating via other means, and by the following vote:      Aye      Nay      Abstained      Absent.*

Attest:

\_\_\_\_\_  
Diane L. Harris, Clerk of the Board

\_\_\_\_\_  
Todd L. Kimball, Chairman, District 2

\_\_\_\_\_  
James K. Johnson, Commissioner, District 1

\_\_\_\_\_  
Gregory A. Tompkins, Commissioner, District 3

*Constituting the Board of County Commissioners  
of Walla Walla County, Washington*

# FACE SHEET

Contract Number: 19-62210-014

Washington State Department of Commerce  
Local Government Division  
Community Assistance and Research Unit  
Public Services Grant

<b>1. Grantee</b> Walla Walla County PO Box 1753 Walla Walla, WA 99362		<b>2. Grantee Doing Business As (optional)</b> N/A	
<b>3. Grantee Representative</b> Sierra Knutson, Homeless Housing Program Coordinator Phone: (509) 524-2936 Fax: Email: sknutson@co.walla-walla.wa.us		<b>4. COMMERCE Representative</b> Jeff Hinckle, Project Manager      Address: Phone: (360) 725-3060      PO Box 42525 Fax: (360) 586-8440      1011 Plum Street SE jeff.hinckle@commerce.wa.gov      Olympia, WA 98504	
<b>5. Grant Amount</b> \$44,851	<b>6. Funding Source</b> Federal: <input checked="" type="checkbox"/> State: <input type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	<b>7. Start Date</b> 7/1/2019	<b>8. End Date</b> 6/30/2020
<b>9. Federal Funds (as applicable)</b> \$44,851	<b>Federal Agency:</b> U.S. Department of Housing And Urban Development (HUD)	<b>CFDA Number:</b> 14.228	<b>Indirect Rate (if applicable):</b> N/A
<b>10. Tax ID #</b> 9160001381	<b>11. SWV #</b> 0003171-09	<b>12. UBI #</b> 363006535	<b>13. DUNS #</b> 61-939-1951
<b>14. Grant Purpose</b> Public services through Blue Mountain Action Council to low- and moderate-income persons in Walla Walla, Columbia and Garfield Counties. A full description of the project is in Attachment "A" Scope of Work and Budget.			
<p>COMMERCE, defined as the Department of Commerce, and the Grantee, as defined above, acknowledge and accept the terms of this Grant and attachments and have executed this Grant on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant are governed by this Grant and the following other documents incorporated by reference: Grant Terms and Conditions including Attachment "A" – Scope of Work and Budget, Attachment "B" – State and Federal Requirements and Assurances, Attachment "C" – Letter to Incur Costs (if applicable), and the following documents incorporated herein by reference: Grantee's application for funding and the Community Development Block Grant policies and procedures, prepared by Commerce.</p>			
<b>FOR GRANTEE</b>  _____ The Honorable James Johnson, Commissioner Walla Walla County  _____ Date		<b>FOR COMMERCE</b>  _____ Mark K. Barkley, Assistant Director Local Government Division  _____ Date  APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE – SEPTEMBER 25, 2018	

**BOARD OF COUNTY COMMISSIONERS**  
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF APPROVING  
SERVICE AGREEMENT #19-24  
BETWEEN WALLA WALLA  
COUNTY DEPARTMENT OF  
COMMUNITY HEALTH AND BLUE  
MOUNTAIN ACTION COUNCIL



RESOLUTION NO. **19**

**WHEREAS**, Walla Walla County serves as the lead agency responsible for the provision of public services under the Community Development Block Grant (CDBG) from the Washington State Department of Commerce; and

**WHEREAS**, Walla Walla County Department of Community Health administers the CDBG and has offered an agreement to Blue Mountain Action Council (BMAC) to provide certain granted related services as outlined in the scope of work; and

**WHEREAS**, the agreement benefits the citizens of Walla Walla County; and

**WHEREAS**, the County Prosecuting Attorney and Risk Manager have reviewed said agreement; now therefore

**BE IT HEREBY RESOLVED** by this Board of Walla Walla County Commissioners that they do hereby approve said agreement, and authorize County Director of Community Health, Meghan DeBolt, to sign the same.

*Passed this 1<sup>st</sup> day of July, 2019 by Board members as follows:      Present or      Participating via other means, and by the following vote:      Aye      Nay      Abstained      Absent.*

**Attest:**

\_\_\_\_\_  
Diane L. Harris, Clerk of the Board

\_\_\_\_\_  
Todd L. Kimball, Chairman, District 2

\_\_\_\_\_  
James K. Johnson, Commissioner, District 1

\_\_\_\_\_  
Gregory A. Tompkins, Commissioner, District 3

\_\_\_\_\_  
*Constituting the Board of County Commissioners  
of Walla Walla County, Washington*

**Service Agreement #19-24**

between

**WALLA WALLA COUNTY DEPARTMENT OF COMMUNITY HEALTH**

and

**BLUE MOUNTAIN ACTION COUNCIL**

The Agreement is entered into by and between Walla Walla County Department of Community Health, hereinafter "County," and BMAC, hereinafter "Contractor," for services relative to direct public services for low and moderate-income persons in Walla Walla, Columbia, and Garfield Counties as outlined in the attached Statement of Work. The rights and obligations of both parties are governed by the General Terms and Conditions, and the following Exhibits, copies of which are attached hereto and incorporated herein by this reference as fully as if set forth herein:

Exhibit A – Statement of Work

Exhibit B – Budget

Exhibit C – Contractor Certification Form

Exhibit D- Services Benefit table

Attachment A-Public Services Quarterly Beneficiary Reporting Form

**Performance Period:** The terms of this Agreement shall commence on July 1, 2019 and shall, unless terminated or renewed as provided elsewhere in the Agreement, terminate on June 30, 2020.

**Compensation:** Payment to Contractor for services rendered under this Agreement shall be as set forth in Exhibit B – Budget. The amount of payment for the performance period of this Agreement shall not exceed \$41,351.00.

By their signatures below, the parties agree to the terms and conditions of this Agreement and all documents incorporated by reference. The parties signing below certify that they are authorized to sign this Agreement.

**IN WITNESS WHEREOF, the parties hereto have signed this Agreement.**

**COUNTY:**

**CONTRACTOR:**

\_\_\_\_\_  
Meghan DeBolt, MBA/MPH  
Director  
Department of Community Health  
314 W. Main  
P.O. Box 1753  
Walla Walla, WA 99362  
Phone: (509) 524-2650 Fax: (509) 524-2642

\_\_\_\_\_  
Authorized By  
Date

\_\_\_\_\_  
Kathy Covey, CEO  
Print Name & Title of Person Signing

Telephone Number / Email Address: 509.529.4980- [kathyc@bmacww.org](mailto:kathyc@bmacww.org)

Mailing Address (Street address required in addition to PO Box.): 1520 Kelly Place, Suite 140

Walla Walla, WA 99362

Social Security or Business Tax ID#: 91-079-3597

CFDA# (if applicable): \_\_\_\_\_

UBI#: \_\_\_\_\_

State Industrial Account ID # (if applicable): \_\_\_\_\_

**Exhibit B  
BUDGET**

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Agency Name:	BMAC	
Agreement Number:	19-24	Contract Period: 07/01/2019-06/30/2020

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Line Item/Description	Award
Salary, Fringe benefits for staffing of projects and services	\$41,351
TOTAL:	\$41,351


Funded By: CDBG public services



# WALLA WALLA COUNTY 0.1% TREATMENT TAX ANNUAL REPORT 2018

Department of Corrections  
Prosecuting Attorney's Office  
Department of Community Health  
Community Partners





Purpose: The Board of County Commissioners implemented a 0.1% sales and use tax effective January 1, 2012 for the purpose providing new, expanded programs for the provision of chemical dependency or mental health treatment services or therapeutic courts as defined by RCW 82.14.460.

Reauthorized in August of 2016 for January 1, 2017 through December 31<sup>st</sup>, 2021.



## Priorities

- Individuals in the criminal justice system who have been deemed to benefit from chemical dependency and/or mental health treatment services, including new or expanded therapeutic courts
- Individuals in need of chemical dependency or mental health treatment who do not have access to other forms of funding nor benefits to obtain such services. Priority will be considered for integrated behavioral health service delivery models.
- Prevention and Community Education programs to support prevention and early intervention to reduce the need for higher intensity services.
- Wrap around services for children and adolescents that address a recovery oriented system of care and include early intervention, treatment support and aftercare and recovery supports in the community.

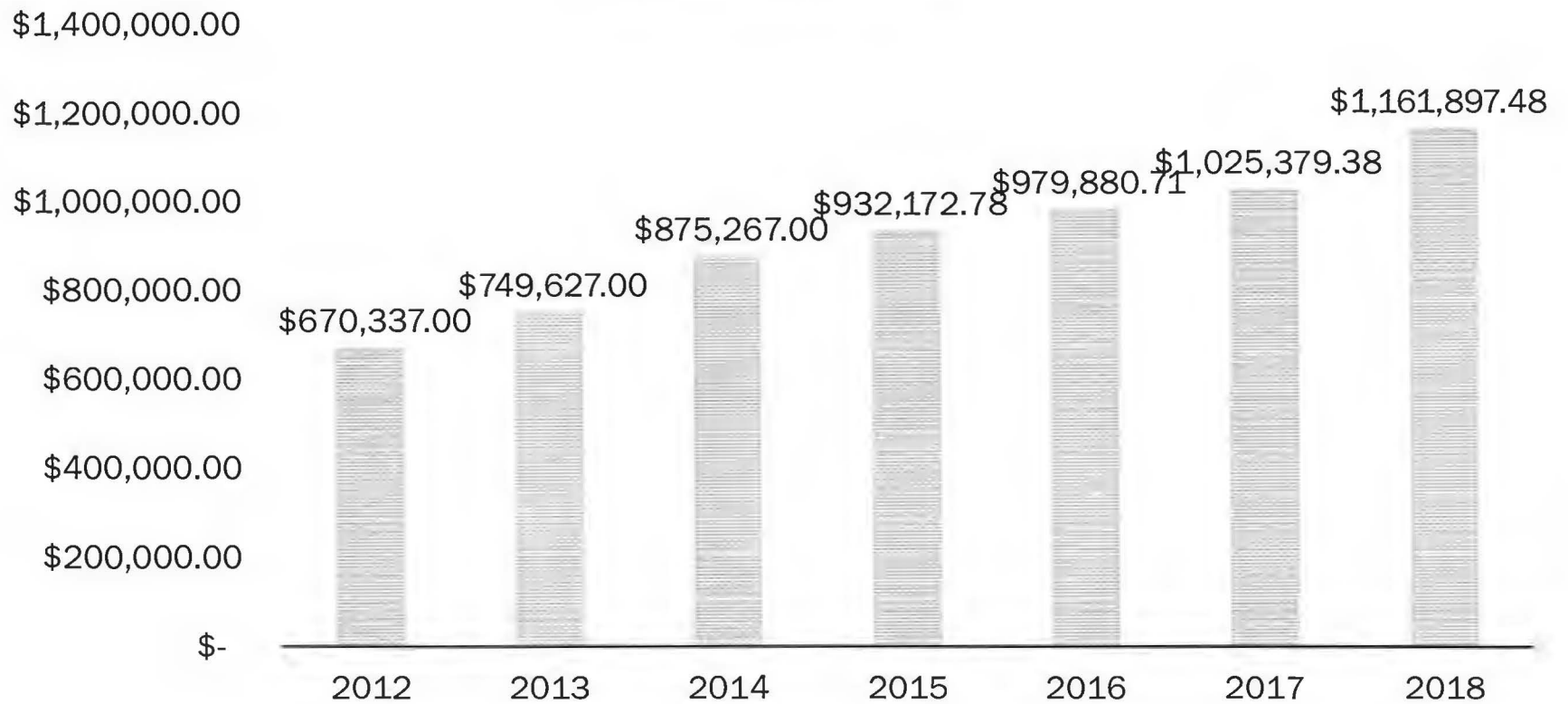


# Priorities

- Medication management services to support appropriate pharmacology management practices which may include specialty clinical skills and service delivery systems and/or services to enhance medication compliance for individuals who require community level supports to achieve and maintain wellness.
- Services that are consistent with the State's Behavioral Health Priority Outcomes as noted:
  - *Improve health status and wellness*
  - *Increase meaningful activities, including employment and education*
  - *Reduce involvement with criminal justice systems, including jails and prisons.*
  - *Reduce avoidable costs in hospitals, emergency rooms, crisis services, and jails/prisons.*
  - *Increase stable housing in the community*
  - *Improve satisfaction with quality of life, including measures of recovery and resilience.*
  - *Decrease population-level disparities*

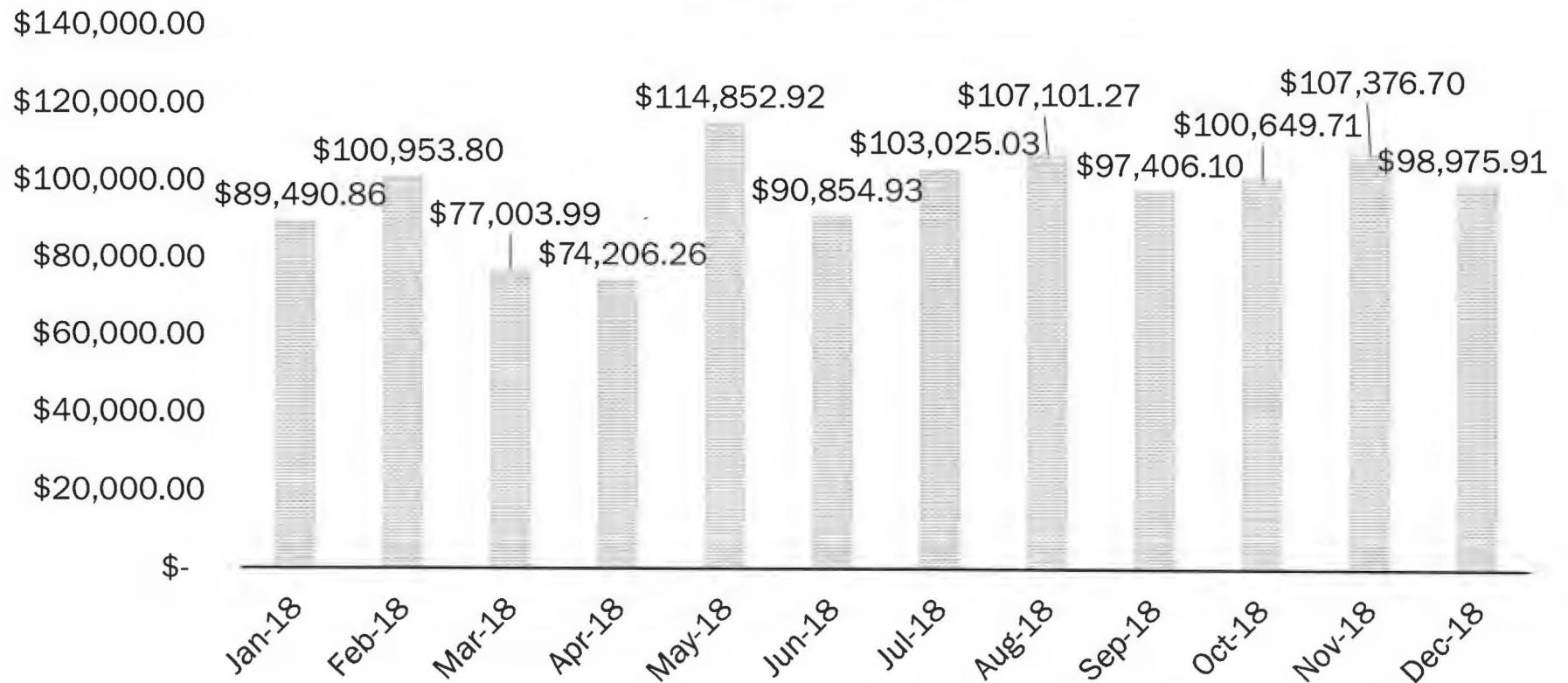
# Revenue

REVENUE BY YEAR

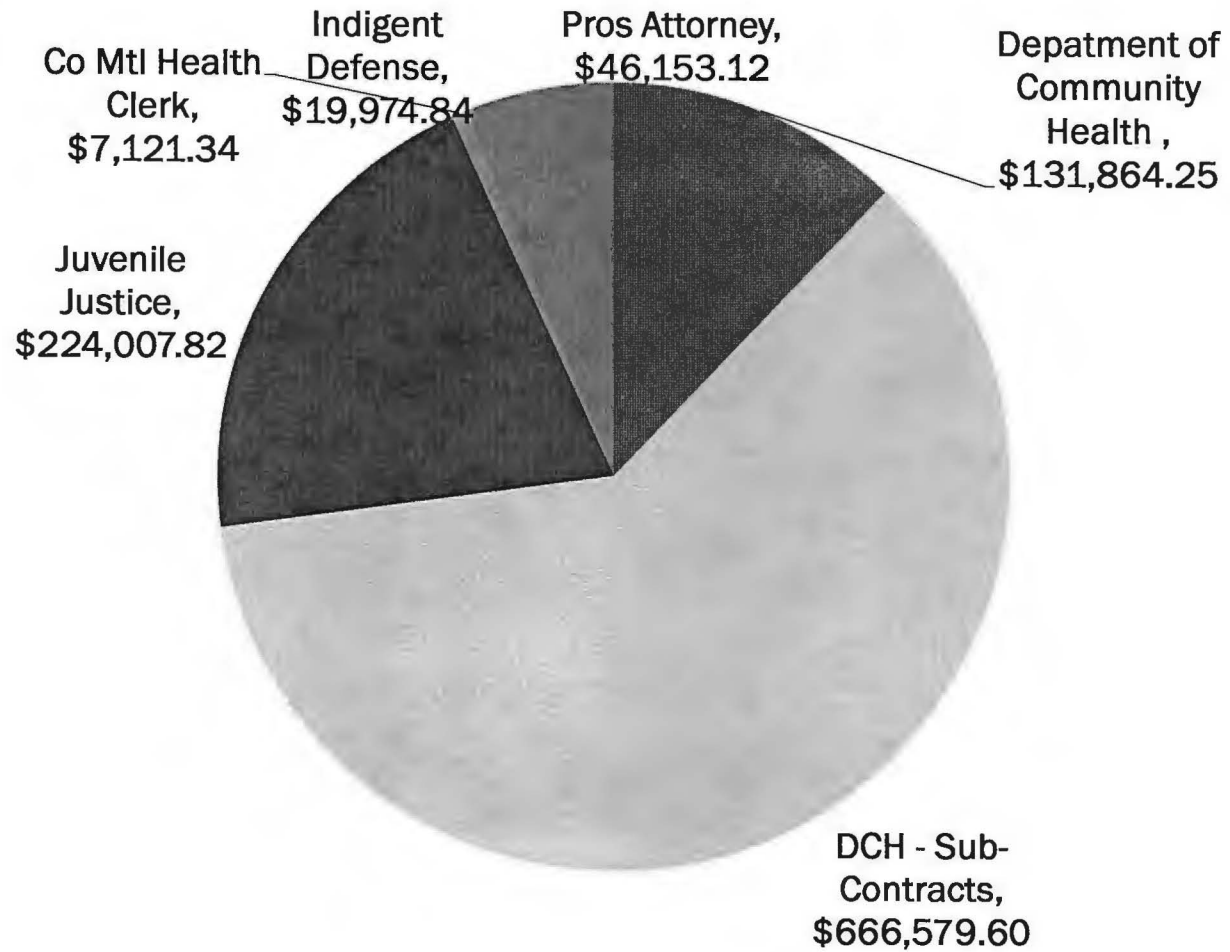


# Revenue 2018

REVENUE BY MONTH



# Expenditures - 2018





# Corrections

- *Therapeutic Family Court: Program aimed at diverting individuals with eligible charges to treatment services rather than incarceration, with the added incentive of being reconnected with their children after all program obligations have been met, which includes a behavioral health treatment plan.*
- *Indigent Defense: Contracted legal services for individuals who cannot afford legal fees.*

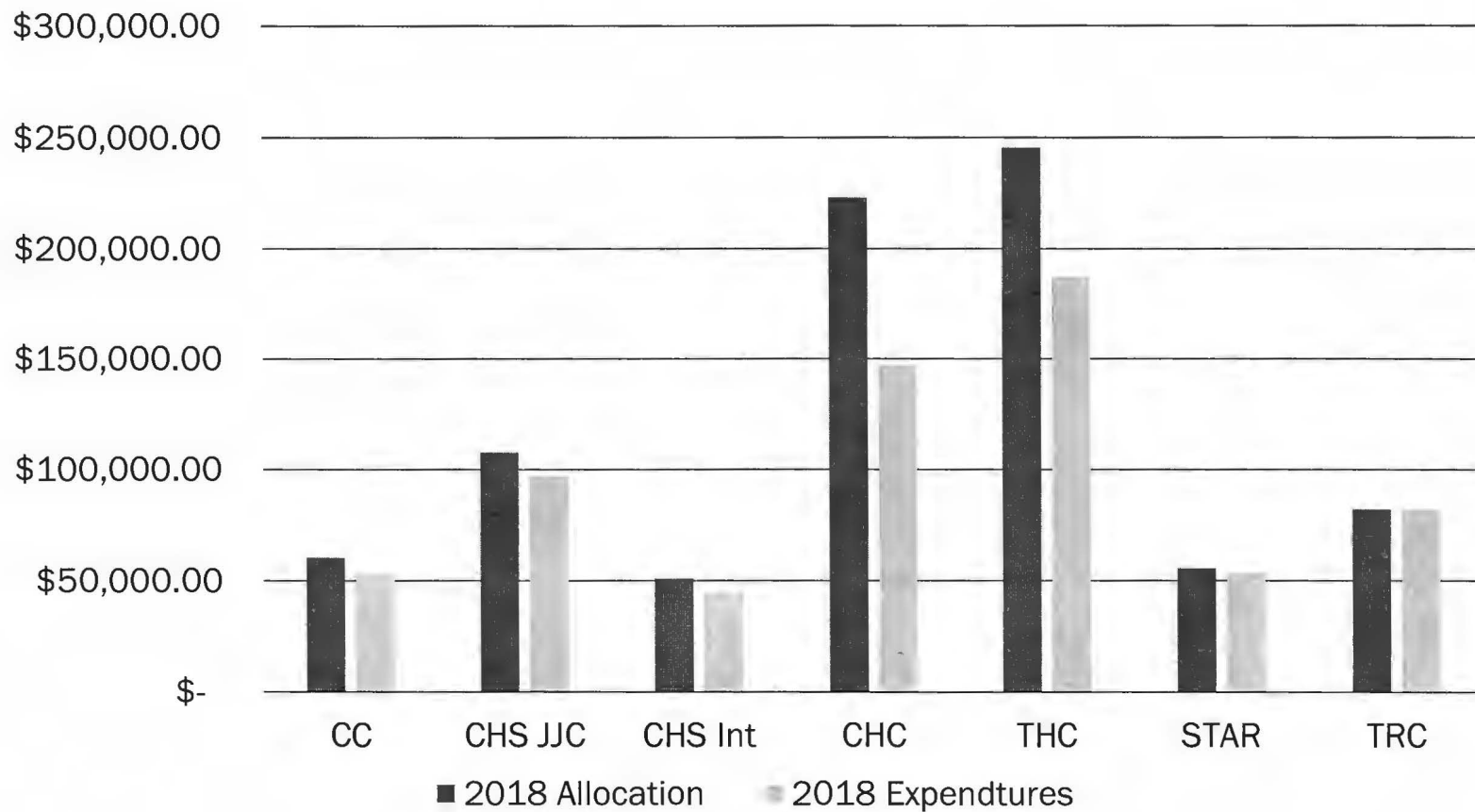
# Community Health

- Administrative costs, totaling \$131,864, include:
  - *Salary and benefits for the previous Human Services Contracts Manager*
  - *0.1 FTE of the Behavioral Health Prevention Specialist and the Health Educator for Suicide Prevention efforts.*
  - *Operations and office supplies, a subcontracted service to support community priority setting, support of community and provider trainings, and the DCH's membership and participation dues associated with Washington State Association of County Human Services.*
- Community Based Behavioral Health Services: Contracted behavioral health services, focused on prevention and low intensity care, through various community provider organizations.

# Expenditures – DCH Sub-Contracts

ORGANIZATION	2017-18 AWARD	2017 ALLOCATION	2017 EXPENDITURES	2018 ALLOCATION	2018 EXPENDITURES
CATHOLIC CHARITIES	\$ 121,000.00	\$ 60,500.00	\$ 60,500.00	\$ 60,500.00	\$ 53,136.78
CHILDREN'S HOME SOC. - JJC	\$ 195,563.00	\$ 97,781.50	\$ 87,587.37	\$ 107,975.63	\$ 97,107.64
CHILDREN'S HOME SOC. – INT. SERVICES	\$ 84,437.00	\$ 42,218.50	\$ 33,151.54	\$ 51,285.46	\$ 45,639.02
COMPREHENSIVE HC.	\$ 350,000.00	\$175,000.00	\$ 126,721.61	\$ 223,278.39	\$ 147,286.20
THE HEALTH CENTER	\$ 432,781.00	\$216,390.50	\$ 186,938.96	\$ 245,842.04	\$ 187,494.79
THE STAR PROJECT	\$ 101,865.00	\$ 50,932.50	\$ 46,080.67	\$ 55,784.33	\$ 53,738.17
TRILOGY RECOVERY	\$ 164,354.00	\$ 82,177.00	\$ 82,177.00	\$ 82,177.00	\$ 82,177.00
TOTAL	\$ 1,450,000.00	\$725,000.00	\$ 623,157.15	\$826,842.85	\$ 666,579.60

# Funds Allocated v. Expended - 2017







# Catholic Charities

- Evidence-based therapy, using Cognitive Behavioral Therapy, to unserved populations in Walla Walla County, inclusive **of indigent persons** and the availability of a sliding fee scale to others without full ability to pay, as well as adding capacity to serve the **Latino population of the community, to include the provision of bi-lingual counseling services.**
- **Bilingual counseling services** will be provided in to enhance employment capacity for a bilingual mental health professional.
- CC partners with other agencies in the community, including schools and the medical community for referrals.

# Children's Home Society

Received funding for two programs –

- Integrated services at Walla Walla Clinic Pediatrics
  - *Provide behavioral health assessment and brief treatment services in the primary healthcare setting.*
  - *Master's level Social Worker (MSW) who provides:*
    - Consultation, brief therapy, referrals, and transition care and planning.
    - Referrals include but are not limited to individual and family mental health counseling, specialized therapy, early intervention services, and specialized assessments.
  - *The MSW also coordinate communication between the patient/family, healthcare providers, and patient's school staff (teachers, school psychologists, intervention specialists), mental health and psychiatric agencies, other health specialties, and Law Enforcement/Child Protective Services.*
- Mental health service provision at JJC.
  - *Provide behavioral health treatment services for at-risk youth in Walla Walla who are not eligible for Medicaid services and have no private insurance benefits.*
  - *Clinical Specialist provides mental health assessments, individual and group counseling for youth detained at JJC using the Trauma Focused Cognitive Behavioral Therapy Model.*
  - *Clinical Specialist offers 6 months of follow up once youth is released from JJC in coordination with the Medicaid services treatment provider for youth who become Medicaid-eligible.*
  - *The overall target outcome for youth served in JJC will be defined as: One year following release, youth have not returned to JJC.*

# Comprehensive Health Care

- CHC provides outpatient mental health assessment, medication management and treatment to unserved populations in Walla Walla County, inclusive of indigent persons and the availability of a sliding fee scale to others without full ability to pay.
- May also include psychiatric prescriber services to inmates of the Walla Walla County Jail, along with integrated services within community settings.
- CHC has placed a mental health professional in the Walla Walla County Jail to assist in assessing inmates, coordinating care with community mental health providers, aiding in classification of inmates, and providing custody management recommendations.
- CHC assesses insurance benefits at the time of initial assessment and assists individuals to access eligible insurance resources to assure the use of 0.1% funding shall be the fund of last resort for the provision of mental health services.
- CHC also provides support to primary care providers, emergency room providers and school-based settings through consultation or by accepting referrals.
- Crisis Intervention Teams (CIT) training has also been provided to Walla Walla law enforcement agencies.

# The Health Center

- School-based health center (SBHC), which means we provide medical and mental/behavioral health services in or near a school. THC was established in 2009 at Lincoln High School, and now has additional locations at Blue Ridge Elementary/Head Start/ECAP, Pioneer Middle School, and Walla Walla High School.
- THC provides collaborative, cost-effective school-based, integrated behavioral health services for underserved children that foster collaboration between parents, health care providers, schools, and other child-serving organizations by providing education, screenings, early diagnoses/intervention and best practice treatment for children with behavioral health issues.
- Services provided include:
  - *Individual counseling*
  - *Group counseling (topic specific and general, as needed)*
  - *Trauma informed therapy*
  - *Choice therapy*
  - *Dialectical therapy*
  - *Mindfulness*
  - *Anger and emotion regulation*
  - *Behavioral health screening*
  - *Crisis support during school hours*
  - *Referrals*

# Star Project

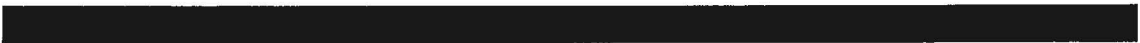
- Provides recovery support services to clients with felony convictions, including their families.
- Through Star's program, clients receive assistance with any (or all) of the following issues:
  - *Peer-to-peer substance use disorder support*
  - *Referrals to community partners specializing in substance use disorder treatment or mental health disorder treatment*
  - *Moral Reconciliation Therapy (a form of cognitive behavioral therapy specifically for justice-involved individuals)*
  - *Reentry planning*
  - *Family reunification*
  - *Accessing higher education (including FAFSA support and school registration)*
  - *Planning and accessing community service hours*
  - *Coordination with the Department of Corrections Field Supervision office*
  - *Remittance of Legal Financial Obligations*
  - *Internal referrals to other STAR programs including housing and employment*
  - *Budgeting*



# Trilogy Recovery Community

- Provides individual peer support and substance-informed counseling for youth and adults struggling with substance use or addiction.
- Peer support, substance-use informed counseling, and mental health and substance use education classes were provided to Walla Walla High School students.
- TRC provides evidence-based services, using the Community Reinforcement and Family Training (C.R.A.F.T.), Motivational Interviewing (MI), Schools Using Coordinated Community Efforts to Strengthen Students (SUCCESS) and other evidence-based or promising practices targeted toward addressing substance use disorders in youth.
- TRC also provided education and support to families with loved ones struggling with use. These family support services, along with individual peer support, were offered in Spanish and English.

# Number of Persons Served






# Demographic Overview of Persons Served

- Services were available in multiple locations. These range from the Juvenile Justice Center and the Jail to schools and Walla Walla Clinic. In addition, services were provided within a variety of community settings including homes, residential settings and hospital emergency rooms.
- One of the targeted goals of the fund is to increase outreach and service provision to the growing Latino population of the County. The data show that 28% of the individuals served in 2017 were identified as Hispanic and 7% identified as Spanish speakers, which is reflective of current Walla Walla demographics
- The provision of services has also reached other minority populations as 11% of services were provided to those identified as a race other than White/Caucasian.
- Overall, 40% of those served have been Youth





It shall be the mission of the Walla Walla County Treatment Sales Tax Funds to support programs which strengthen and enhance the continuum of care for treatment of mental health and/or substance use disorders in Walla Walla County.

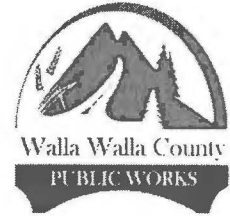
**10:15**

**PUBLIC WORKS DEPARTMENT**

**Tony Garcia**

- a) Department update and miscellaneous

**Walla Walla County Public Works  
PO Box 813  
Walla Walla, WA 99362**



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To: Board of County Commissioners

From: Tony Garcia, Public Works Director

Date: 26 June 2019

Re: Director's Report for the Week of 24 June 2019

**Board Action: 1 July 2019**  
**Update Only**

**ENGINEERING:**

- Blue Creek Bridge/Mill Creek FH: Pile driving is complete for Blue Creek Bridge, working on bridge abutments. Will install the Mill Creek detour bridge and begin in-water work. Will start work on the City of Walla Walla waterline next week as well.
- Whitman Dr. W.: Working on grading and placing crushed rock and constructing concrete path. The first lift of widening pavement for approximately half of the project is complete.
- Middle Waitsburg Road MP 6.1 to MP 7.92: Working on right of way plans.

**MAINTENANCE/FLEET MANAGEMENT:**

- Chip Seal – Will complete County roads (roughly 70 miles) today with a few minor exceptions to cleanup road damage on Lewiston Road and to shoot out oil, most likely on Reservoir Road, after finishing reimbursable work. City of Prescott chip seal complete – sweeping/brooming and striping still to come. City of Waitsburg chips seal taking place today.
- Vegetation/Signs – Brooming and Striping.
- Garage – Routine and preventive maintenance.
- Miscellaneous – Working on fleet rate updates and planning for 2020.

**ADMINISTRATION:**

- Met with City of Walla Walla to discuss Pavement Management (Chip Seal) plan for 2020.
- Attended meeting with the Corps of Engineers on Mill Creek GI Study.
- Met with City of Walla Walla to discuss proposed transportation improvements around WA-HI (Abbott/Fern).
- Working on 2020 Budget.

**10:30**

**PROSECUTING ATTORNEY**

**Jim Nagle/Jesse Nolte**

- a)** Miscellaneous business for the Board
- b)** Possible executive session re:  
litigation or potential litigation  
(pursuant to RCW 42.30.110(i))

- a) Department update and miscellaneous
- b) **Active Agenda Items:**
  - 1) Possible discussion/decision re: any pending claims against the County
- c) **Action Agenda Items:**
  - 1) Proposal 2019 07-01 HR/RM  
Approval of Express Staffing Agreement for Walla Walla Fair and Frontier Days temporary extra employees
- d) Possible executive session re: qualifications of an applicant for employment and/or review performance of a public employee (pursuant to RCW 42.30.110(g)), collective bargaining negotiations (pursuant to RCW 42.30.140(4)(a)(b)), and/or litigation or pending litigation (pursuant to RCW 42.30.110(i))

- a) Voluntary Stewardship Program (VSP)  
update provided by Renee Hadley,  
District Manager, Walla Walla County  
Conservation District
- b) **Consent Agenda Items:**
  - 1) Resolution \_\_\_\_\_ - Contract  
Between the Washington State  
Conservation Commission and  
Walla Walla County related to the  
Voluntary Stewardship Program  
Work Plan development and  
Implementation
  - 2) Resolution \_\_\_\_\_ - Interagency  
Agreement between the Walla Walla  
County Conservation District and  
Walla Walla County related to  
the Voluntary Stewardship Program
  - 3) Resolution \_\_\_\_\_ - Contract  
with Washington State Patrol for  
Fire Safety Plan Reviews (K15123)
- c) **Action Agenda Items:**
  - 1) Ordinance No. 475 – Approving a  
Request by Walla Walla County for  
the adoption of new land development  
application fees, resulting in an  
amendment replacing Walla Walla  
County Code Section 3.08.010, a new  
Section 3.08.065, and a repeal of Section  
17.31.040
- d) Department update and miscellaneous

**BOARD OF COUNTY COMMISSIONERS**  
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF AN CONTRACT  
BETWEEN THE WASHINGTON  
STATE CONSERVATION  
COMMISSION AND WALLA WALLA  
COUNTY FOR VOLUNTARY  
STEWARDSHIP PROGRAM  
IMPLEMENTATION (K2025)



**RESOLUTION NO.**

**WHEREAS**, pursuant to Walla Walla County Resolution 12 015 and RCW 36.70A.700, Walla Walla County elected to participate in the Voluntary Stewardship Program (VSP), an alternative Program to protect critical areas where agricultural activities are conducted; and

**WHEREAS**, pursuant to Walla Walla County Resolution 17 213, Walla Walla County entered into an agreement with the Washington State Conservation Commission to receive funding for VSP work plan development; and

**WHEREAS**, the Washington State Legislature has now provided additional funding for Biennium 2019-2021 for VSP implementation, and a 2019-2021 Biennium Contract No. K2025 Between the Washington State Conservation Commission and Walla Walla County, an agreement to provide additional funding to the County for a project identified as Voluntary Stewardship Program Implementation, has been submitted to the County and undergone review by various entities and the County Prosecuting Attorney's office; now therefore

**BE IT HEREBY RESOLVED** by this Board of Walla Walla County Commissioners that they do hereby approve said 2019-2021 Biennium Contract No. K2025 Between the Washington State Conservation Commission and Walla Walla County

*Passed this \_\_\_\_\_ day of **July, 2019** by Board members as follows: \_\_\_ Present or \_\_\_ Participating via other means, and by the following vote: \_\_\_ Aye \_\_\_ Nay \_\_\_ Abstained \_\_\_ Absent.*

Attest:

\_\_\_\_\_  
Diane Harris, Clerk of the Board

\_\_\_\_\_  
Todd L. Kimball, Chairman, District 2

\_\_\_\_\_  
James K. Johnson, Commissioner, District 1

\_\_\_\_\_  
Gregory Tompkins, Commissioner, District 3

\_\_\_\_\_  
*Constituting the Board of County Commissioners  
of Walla Walla County, Washington*

**2019-21 Biennium Contract No. K2025**

**BETWEEN**

**The Washington State Conservation Commission**

**AND**

**Walla Walla County**

**FOR**

**Voluntary Stewardship Program Implementation**

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

**IT IS THE PURPOSE OF THIS AGREEMENT** to provide funding to the COUNTY for the implementation of the work plan as required for the Voluntary Stewardship Program (VSP), 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 contract, the policies of the COMMISSION, and the laws of the State of Washington; and the COUNTY will implement the terms of this contract with the funding provided consistent with the policies of the COMMISSION and the laws of the State of Washington.

**1.0 PERIOD OF PERFORMANCE**

Subject to its other provisions, the period of performance of this agreement shall commence on the effective date of this agreement, which is July 1, 2019, and be completed on June 30, 2021, unless either extended by agreement of the parties or terminated sooner, as provided herein.

**2.0 SCOPE OF WORK**

It is the intent of the parties that the COUNTY will perform its duties consistent with the timelines set forth in RCW 36.70A.720-735, subject to available funding, and subject to state contracting requirements. The COUNTY shall furnish the necessary personnel, equipment, material and/or service(s), or contract with third parties to accomplish the same, and

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otherwise do all things necessary for or incidental to the performance of the work set forth herein.

The COUNTY shall report in writing within 30 days 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.

The COUNTY shall complete the work listed in APPENDIX B – SCOPE OF WORK, herein.

### **3.0 FUNDING AVAILABILITY AND COSTS**

The parties expect legislative appropriation for this work shall not exceed \$240,000. Payment for satisfactory performance of the work accomplished under this agreement shall not exceed this amount. The COMMISSION'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 COMMISSION to be inadequate in any way after the effective date and prior to completion or expiration date of this agreement, the COMMISSION, 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 COMMISSION may also elect to suspend performance of the agreement until the COMMISSION determines the funding insufficiency is resolved. Should the COMMISSION determine funding needs to be reduced, the COMMISSION will provide 30-days notice of an intent to reduce the amount of funding available under this agreement.

### **3.1 Eligible Costs**

The COMMISSION will pay the following costs, but only upon full COUNTY compliance with APPENDIX C – BILLING PROCEDURE:

- Salaries and benefits, 20% indirect of salaries and benefits is allowed on COUNTY personnel or any subcontractor personnel designated by the COUNTY 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 member 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 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 within the COUNTY.
- Copy and printing costs.
- Equipment. The COUNTY agrees and understands that pre-approval by the COMMISSION is required for equipment purchases over \$1,000. 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.

### **3.2 Cost-Share Programs**

The COUNTY may choose to offer a cost-share program to achieve the goals and objectives of the county work plan and RCW Chapter 36.70A. If the COUNTY so chooses to offer a cost-share program to VSP participants, the COUNTY hereby agrees that COMMISSION cost-share policies and procedures will be abided by, regardless of who is administering the cost-share program (the COUNTY or some other entity on behalf of the COUNTY). Further, the COUNTY must be in compliance with APPENDIX C – BILLING PROCEDURE and must also:

- Consult with COMMISSION STAFF identified in APPENDIX C – BILLING PROCEDURE, prior to using VSP funds for a cost-share program,
- Provide written documentation that the county work group has approved the cost share program,
- Receive training regarding COMMISSION cost-share policies and procedures, from COMMISSION STAFF identified in APPENDIX C – BILLING PROCEDURE, prior to using VSP funds for a cost-share program, unless COUNTY staff or the entity or entities administering such a cost-share program have already received such training from the COMMISSION, and
- 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).

### **3.3 Disallowed Costs**

The COUNTY 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 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.

### **3.4 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 Executive 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).

### **3.5 Method of Compensation**

Payment shall be made on a reimbursable basis for costs or obligations. Eligible costs 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. The COUNTY must fully comply with APPENDIX C- BILLING PROCEDURE to be eligible for reimbursement.

### **3.6 Retainage**

Notwithstanding the provisions of Sections 3.0 - 3.5 above, an amount equal to ten percent (10%) of the amount listed in section 3.0 FUNDING AVAILABILITY herein shall be retained by the COMMISSION. This amount shall be available to the COUNTY after May 1, 2021 or upon demonstration of satisfactory completion of this agreement, whichever comes first, provided that the COUNTY has maintained full compliance with the provisions of APPENDIX C – BILLING PROCEDURE. The demonstration of satisfactory completion of this agreement is defined as meeting all conditions set out in APPENDIX B – SCOPE OF WORK.

### **4.0 ASSIGNMENT**

The COUNTY may not assign this contract. The COUNTY 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 COUNTY shall remain liable for any claim arising thereunder, and the COUNTY shall remain responsible for compliance with this agreement and RCW 36.70A.700-735, and with all applicable Federal, State and local laws, orders, regulations and permits. COUNTY retains the right to subcontract any portion or portions of the work as it deems necessary to complete the work. If COUNTY chooses to delegate tasks to a lead entity for VSP, a copy of the subcontract must be sent to the Commission's VSP Contract Manager identified in APPENDIX C – BILLING PROCEDURE as soon as the subcontract has been signed by both parties.

### **5.0 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. Those individuals will be set out in APPENDIX D – RESPONSIBLE INDIVIDUALS herein incorporated by reference. If for any reason the individuals identified in Appendix D change, the parties agree to immediately identify and notify each other of another in writing of the new responsible individual for this agreement.

### **6.0 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 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. 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 any reason or combination of reasons listed below, each of which constitute a breach of this contract in accordance with Section 7.0 BREACH:

- 6.1 Failure to complete the requirements of Section 2.0 SCOPE OF WORK and/or APPENDIX B - SCOPE OF WORK in a reasonable time frame, or for the reasons listed in 3.0 FUNDING AVAILABILITY above.
- 6.2 The failure to provide timely quarterly status reports are grounds for the termination of this agreement, at the sole determination of the COMMISSION.
- 6.3 The failure to abide by the conditions set out in Section 3.2 above, related to the administration of a cost-share program are grounds for the termination of this agreement, at the sole determination of the COMMISSION.
- 6.4 The failure to provide an estimate of the final anticipated costs associated with the completion of this agreement through June 30, 2021 to the COMMISSION's VSP Contract Manager, as set out in APPENDIX B – SCOPE OF WORK is grounds for the termination of this agreement, at the sole determination of the COMMISSION.
- 6.5 The failure of the COUNTY to fully comply with the provisions in APPENDIX C – BILLING PROCEDURE shall be grounds for termination of this agreement.
- 6.6 The failure of the COUNTY to submit monthly invoices for reimbursement to the COMMISSION's VSP Contract Manager, in accordance with APPENDIX C – BILLING PROCEDURE, shall be grounds for termination of this agreement.
- 6.7 The failure of the COUNTY to identify and keep current the responsible individual as identified in APPENDIX D – RESPONSIBLE INDIVIDUALS, shall be grounds for termination of this agreement.

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

## **7.0 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 Chapter 36.70A., the COUNTY shall be subject to the requirements of RCW 36.70A.735.

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

This agreement and the attached APPENDICES (APPENDIX A-D) contain the entire integrated agreement of the parties may be changed, modified or amended by written agreement executed by both parties.

## **9.0 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).

## **10.0 ORDER OF PRECEDENCE**

Each of the exhibits listed below is by this reference hereby incorporated into this contract. In the event of a conflict in such terms, or between the terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- **Applicable Federal and state of Washington statutes and regulations.**
- Mutually agreed written amendments to this Contract.
- **Appendix B – Scope of Work**
- This Contract.
- **Appendix A – General Terms and Conditions**
- **Appendix C – Billing Procedure**
- **Appendix D – Responsible Individuals**
- Any other provision, term or material incorporated by reference or otherwise incorporated.

## 11.0 APPROVAL

This contract shall be subject to the written approval of representatives of both parties and shall not be binding until so approved. The contract may be altered, amended, or waived only by a written amendment executed by both parties.

The signatories to this contract represent that they have the authority to execute this contract.

**Washington State Conservation Commission**

**Walla Walla County**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

APPROVED AS TO FORM BY THE WASHINGTON STATE ATTORNEY GENERAL'S OFFICE

# **2019-21 Biennium Voluntary Stewardship Program**

## **COMMISSION and COUNTY Agreement**

### **APPENDIX A – GENERAL TERMS AND CONDITIONS**

#### **I. DEFINITIONS**

Terms used throughout this contract are defined below:

"Agreement" shall mean the contract 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.

"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 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.

"Current fiscal year" shall mean July 1, 2019 through June 30, 2021.

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

"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 a 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.

## **II. DISPUTES**

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

By the Commission's 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 meet with the Executive Director to be heard either in person or by phone and to provide documents in support of their 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.

## **III. 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.



#### **IV. 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.

#### **V. 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 through the reimbursement procedures described in this agreement.

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 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.

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

#### **VI. RECOVERY OF PAYMENTS**

In the event the COUNTY fails, through the failure to exercise reasonable diligence unrelated to the State's failure to fully fund the stewardship process, 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 any funds that were spent by the county without exercising reasonable diligence or a portion of 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 exercise reasonable diligence.

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 of two 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 elects to institute legal proceedings to enforce the recapture provision, the prevailing party in any litigation for "recapture" shall be entitled to reasonable attorney fees.

## **VII. INELIGIBILITY**

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 state agency.

## **VIII. 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.

## **IX. 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.

## **X. 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.

#### **XI. 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.

#### **XII. 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.

#### **XIII. 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.

#### **XIV. 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.

## **XV. ACCESSIBILITY REQUIREMENTS**

COUNTY will remain current with Federal and Washington State accessibility standards and comply with *OCIO Policy 188 – Accessibility* located at <https://ocio.wa.gov/policy/accessibility>.

## **2019-21 Biennium Voluntary Stewardship Program**

### **COMMISSION and COUNTY Agreement**

#### **APPENDIX B – SCOPE OF WORK**

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

- 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, including
  - A. Working closely with the watershed group and technical service providers to ensure full compliance with the requirements and intent of VSP.
  - B. Ensure that every effort is made to maintain effective communication between the watershed group, the technical service providers, the COUNTY, local stakeholders, and participating state and federal agencies and personnel.
  - C. The COUNTY 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 COUNTY will encourage existing lead entities, watershed planning units, or other integrating organizations to serve as the watershed group.
  - D. The COUNTY will develop and/or maintain watershed group meeting bylaws, rules, and/or policies.
  - E. The COUNTY will provide facilitation for watershed group meetings or other actions of the watershed group.
- 2) Implement the VSP work plan, including implementing the requirements of the VSP and RCW Chapter 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).

- D. Identifying measurable programmatic and implementation goals and benchmarks.
- E. Reviewing and incorporating applicable water quality, watershed management, farmland protection, and required species recovery data and 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.
- 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 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.

**Deliverables:**

- 1) Organize, convene and maintain a watershed group that meets regularly and as necessary for implementation of the county VSP work plan.
- 2) Implement the VSP work plan, including implementing the requirements of the VSP and RCW Chapter 36.70A.700-760.

- A. Two year reports. No later than August 30, 2019, provide the first 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 reports. No later than **3.7.21**, and in conjunction with the county watershed group, facilitate, develop, assist and submit the five year status report to the director of the COMMISSION. *See* RCW 36.70A.720 (2) (b) (i) and (c) (i). 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:
- 1) 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;

- 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) 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;
  - 8) Assist state agencies in their monitoring programs; and
  - 9) Satisfy any other reporting requirements of the program.
  - 10) VSP cost-share projects that are funded using any amount of COMMISSION VSP funds shall be reported in the five year report.
- C. Provide a timely quarterly status report to the VSP Program Manager in a form and manner prescribed by the COMMISSION, and deemed reasonable by COUNTY staff. Reports are to be submitted online to the COMMISSION. Quarterly reports are here: <https://www.formstack.com/forms/?2221155-U3eHq4N8zh>.



D. Quarterly reports are due quarterly for this Agreement:

July 2019 – June 2020:

Period of July 1 – September 30, 2019 – Due October 10, 2019

Period of October 1 – December 31, 2019 – Due January 10, 2020

Period of January 1 – March 31, 2020 – Due April 10, 2020

Period of April 1 – June 30, 2020 – Due July 10, 2020

July 2020 - June 2021:

Period of July 1 – September 30, 2020 – Due October 10, 2020

Period of October 1 – December 31, 2020 – Due January 10, 2021

Period of January 1 – March 31, 2021 – Due April 10, 2021

Period of April 1 – June 30, 2021 – Due July 10, 2021

- E. Ensure that the COMMISSION has the most recent version of the COUNTY's VSP work plan by providing to the COMMISSION's Project Officer, identified herein in APPENDIX D – RESPONSIBLE INDIVIDUALS, the most current version of the COUNTY's VSP work plan, which includes all attachments and / or appendices. This can be accomplished by sending the COMMISSION an electronic link which the COMMISSION can use to download the plan.
- F. Provide to the COMMISSION's VSP Contract Manager, no later than March 1, 2021, an estimate of the final anticipated costs associated with the completion of this agreement through June 30, 2021.
- G. Provide to the COMMISSION's VSP Contract Manager, no later than 120 days from the date this agreement is signed by the COUNTY, 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.

## 2019-21 Biennium Voluntary Stewardship Program

### COMMISSION and COUNTY Agreement

#### APPENDIX C – BILLING PROCEDURE

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

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

Send invoices to: [sccgrants@sccgrants.wa.gov](mailto:sccgrants@sccgrants.wa.gov)

For billing questions, contact: [kheinitz@scc.wa.gov](mailto:kheinitz@scc.wa.gov); phone: 360-407-6212

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. Quarterly billings are not allowed and will not be accepted. A time summary for staff costs, including compensation or billing rates, shall be attached. Individual time records will be kept available at the COUNTY 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 COUNTY for approved and completed work will be made by account transfer by the COMMISSION monthly upon receipt of the invoice for reimbursement. A Statewide Vendor Number for payments needs to be sent to the VSP Contract Manager before the first reimbursement request to assure payments are deposited to the correct account.

If payment is to be made directly to a lead entity (i.e. conservation district) the COMMISSION needs to be notified of the entity's Statewide Vendor Number for payments. If a county chooses to delegate tasks to a lead entity for VSP, a copy of the sub-contract must be sent to the Commission's VSP Contract Manager as stated in Section 4.0 Assignment.

Payment will be made to the person identified at the COUNTY in APPENDIX D – RESPONSIBLE INDIVIDUALS unless the COUNTY shall identify and provide contact information to the COMMISSION to the person listed in APPENDIX C - BILLING PROCEDURE herein.

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

## 2019-21 Biennium Voluntary Stewardship Program

### COMMISSION and COUNTY Agreement

#### APPENDIX D – RESPONSIBLE INDIVIDUALS

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](mailto:rshultz@scc.wa.gov)

The responsible individual for the COUNTY is:

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

The COUNTY Billing Contact (if different than the responsible individual for the COUNTY above):

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

**BOARD OF COUNTY COMMISSIONERS**  
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF AN  
INTERAGENCY AGREEMENT  
BETWEEN THE WALLA WALLA  
COUNTY CONSERVATION DISTRICT  
AND WALLA WALLA COUNTY  
RELATED TO THE VOLUNTARY  
STEWARDSHIP PROGRAM

RESOLUTION NO.

**WHEREAS**, pursuant to Walla Walla County Resolution 12 015 and RCW 36.70A.700, Walla Walla County elected to participate in the Voluntary Stewardship Program (VSP), an alternative Program to protect critical areas where agricultural activities are conducted; and

**WHEREAS**, pursuant to Walla Walla County Resolution 17 213, the County, entered into an agreement with the Walla Walla County Conservation District designating the District as the entity responsible for administering VSP funds, coordinating the identified VSP Watershed Group activities, developing a work plan that provides protection of critical areas of the County while maintaining the viability of agriculture, and submitting a completed VSP Work Plan to the director of the State Conservation Commission for approval; and

**WHEREAS**, the Washington State Legislature has approved continued funding for implementation of the Program to the counties of the state that "opted-in" to participate therein, and pursuant to Walla Walla County Resolution 19 \_\_\_\_\_, Walla Walla County entered into an agreement to meet the requirements for implementation of the Voluntary Stewardship Program, consistent with RCW 36.70A.700-760 and related statutes; and

**WHEREAS**, the Washington State Legislature has now provided additional funding for Biennium 2019-2021 for VSP planning and implementation, and an Interagency Agreement Between the Walla Walla County Conservation District and Walla Walla County to continue services with the intent to finalize the work plan, submit the plan for state approval, and begin monitoring and implement of the plan has been submitted; and

**WHEREAS**, the Interagency Agreement has been reviewed by the County Prosecuting Attorney's office; now therefore

**BE IT HEREBY RESOLVED** by this Board of Walla Walla County Commissioners that they do hereby approve said Interagency Agreement Between the Walla Walla County Conservation District and Walla Walla County.

*Passed this \_\_\_\_\_ day of **July, 2019** by Board members as follows: \_\_\_ Present or \_\_\_ Participating via other means, and by the following vote: \_\_\_ Aye \_\_\_ Nay \_\_\_ Abstained \_\_\_ Absent.*

Attest:

\_\_\_\_\_  
Diane Harris, Clerk of the Board

\_\_\_\_\_  
Todd L. Kimball, Chairman, District 2

\_\_\_\_\_  
James K. Johnson, Commissioner, District 1

\_\_\_\_\_  
Gregory Tompkins, Commissioner, District 3

\_\_\_\_\_  
Constituting the Board of County Commissioners

**INTERAGENCY AGREEMENT**  
**BETWEEN**  
**THE 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, 2021, 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, 2021, 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 \$200,000. 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 be followed.

#### REPORTING REQUIREMENTS

Reports are due quarterly for this Agreement.

- Period of July 1 – September 30, 2019 – Due October 10, 2019
- Period of October 1 – December 31, 2019 – Due January 10, 2020
- Period of January 1 – March 31, 2020 – Due April 11, 2020
- Period of April 1 – June 30, 2020 – Due July 11, 2020
- Period of July 1 – September 30, 2020 – Due October 10, 2020
- Period of October 1 – December 31, 2020 – Due January 10, 2021
- Period of January 1 – March 31, 2021 – Due April 10, 2021
- Period of April 1 – June 30, 2021 – Due July 10, 2021

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:

- 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.
- Renegotiate the terms of the Agreement under those new funding limitations and conditions,
- After a review of project expenditures and deliverable status, extend the end date of this Agreement and postpone deliverables or portions of deliverables, or
- 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 \$240,000.

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 Hadley:

NAME: Renee 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: Tom Glover  
TITLE: Community Development Department Director  
MAIL ADDRESS: Suite 200 310 W. Poplar  
CITY, STATE ZIP: Walla Walla, WA 99362  
PHONE: 509-524-2610  
EMAIL: tglover@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

---

Title

Date

---

Title

Date

Approved as to form:

Approved as to form:

Jesse D. Nolte,  
Deputy County Prosecuting Attorney

---

Signature

Date

# **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 2020-2021 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 2020</b>	<b>FY2021</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, 2019) and 5-year report (due March 7, 2021)</i>	10,000	10,000	20,000
<i>Task 4: Public Outreach and Technical Assistance</i>	5,000	5,000	10,000
<i>Task 5: Implement projects approved by VSP work group</i>	85,000	90,000	175,000
<b>TOTAL</b>	<b>110,000</b>	<b>115,000</b>	<b>225,000</b>



Estimated DRAFT VSP Walla Walla County Monitoring Budget						
		Biennial Budget (staff hours)				
Task		FY18	FY20	FY22	FY24	FY26
MONITORING						
1	Provide individual or group information sessions to 30 farmer/ranchers & community members per year.	160	160	160	160	160
5a	Measure contracted acres of CREP, verify riparian stream buffers using both aerial imagery and field survey, verify no decrease in riparian buffers (10% of 3174 acres)	160	160	160	160	160
5b	Verify effectiveness by sampling of fish screens in place 2011 (10% of 343)	160	160	160	160	160
6a	Inventory of wetlands on agriculture land (10%* of 1647 acres) using aerial imagery, annually	500	500	500	500	500
5c	Verify effectiveness of existing metered irrigation use (5% of 382)	160	160	160	160	160
6b	inadequate for determining vegetative land cover, part of goal is to develop mapping process)	500	-	-	-	-
6c	Percent of vegetative land cover does not decrease by 15% from baseline date* to 2026	-	120	120	120	120
INDIVIDUAL STEWARDSHIP PLANS						
4	Develop 10 stewardship plans annually (average 60 hrs/plan)	1200	1200	1200	1200	1200
REPORTING						
2	Prepare 2 yr progress Report	80	80	-	80	-
3	Prepare 5 yr progress Report, discussions with state regarding effectiveness	-	-	80	-	80
Staff hours subtotal		2920	2540	2540	2540	2540
**Estimated Cost Subtotal		\$ 102,200	\$ 88,900	\$ 88,900	\$ 88,900	\$ 88,900
*Wetland Inventory may begin with the largest areas first followed by smaller areas. This may result in monitoring 20% the first year and reduced percentages each subsequent year.						
**Estimated cost does not account for project implementation.						
VSP protection of critical areas is intended to use existing monitoring programs and funds in place. When faced with limitations in funding, tasks will be prioritized according to the number in the first column. New monitoring such as wetlands inventory and determining vegetative land cover will require new funding not currently in place.						

TABLE 5-1  
Individual Critical Area Goals

Critical Area	Broad Goal	Applicable Regulations	Specific Goal	Benchmark	Monitoring Method	Adaptive Management Action Threshold	Adaptive Management Action	Who Monitors	When	Party Responsible for the action
All Critical Areas	Increase awareness of critical areas (benefits & hazards)	WAC 365-190-080	Inform regarding the benefits of critical areas to 30 farmers/ranches annually	Provide individual or group information sessions to 30 farmer/ranchers & community members per year, develop 10 Individual Stewardship Plans annually	Record # of people reached and # of sessions provided.	# of people reached is less than 30 and/or less than 10 Individual Stewardship Plans developed annually	Re-evaluate outreach efforts and incentives	WWCCD, Area agencies, and Participating Landowners	Annually	WWCCD
Fish and Wildlife Habitat	Maintain existing 2011 wildlife habitat	WAC 173-183 WAC 222-30-022 RCW 79.71.020	Protect: Maintaining riparian buffers by monitoring changes (no decrease by 10% of 3174 acres) every two years	# of acres of riparian buffers/strips does not decrease by 10% between 2011 (3174 acres) and 2021	Measure stream buffers using a combination of: contracted acres of CREP, aerial imagery** and field surveys	Acres of riparian buffers/strips decrease in 10% compared to July 2011 (3174 riparian forest acres) (refer to Table 3-1 for values through 2016)	Public outreach & review/revise initial goal, objective, benchmark, and metric.	WWCCD, NRCS, FSA	Once every 2 years	WWCCD and Participating Landowners
		WAC 220-660-190 WAC 222-30-022 RCW 77.85	Protect: Maintain existing fish passage (either no more than 3 new fish passage barrier or less than 10% of 343 fish screens maintained) every two years	No net increase in new fish passage barriers or unscreened diversions in the watershed	Measure increase in fish passage impediments (barriers, impassable culverts, or absence of fish screen on surface diversion) compared to July 2011	Fish passage impediments increase by 3 or # of effective fish screens decrease by 10% compared to July 2011 (refer to Table 3-1 for values through 2016)	Public outreach & review/revise initial goal, objective, benchmark, and metric.	WWCCD (for screens), WDFW (for fish passage barriers)	Once every 2 years	WWCCD
			Protect: Educate about maintenance of flow corridors as related to fish passage barriers to 30 people every two years	Provide individual or group information sessions to 30 farmer/ranchers every two years	Record # of people reached and # of sessions provided.	# of people reached is less than 30 every two years	Public outreach & review/revise initial goal, objective, benchmark, and metric.	WWCCD, WW Co. and area agencies	Once every 2 years	WWCCD
			Enhance: Increase fish habitat restoration	Design and install stream restoration projects	Record restoration metrics as projects are installed/implemented	No new fish habitat projects designed or installed.	Workgroup to review voluntary actions and funding sources.	WWCCD, TSS, WDFW, SSSRB, CTUIR	Once every 5 years	WWCCD and Participating Landowners
				Develop fish mapping strategy for incorporation into Walla Walla County on Comprehensive Plan	Work with Walla Walla County on Comprehensive Plan update regarding Fish spawning and rearing habitat mapping.	Follow Walla Walla County lead on fish habitat designation	No adaptive management is suggested.	WWCCD, CTUIR, WW Co.	Periodically, minimum once every 5 years	WWCCD
Wetlands	No net loss of wetlands	WAC 365.190 WAC 173.158-080 RCW 90.84 RCW 90.48	Protect: Monitor acres and function of known wetlands (21.74 acres through 2016) through existing programs (BLMT, Private, Wetland Reserve Program) every two years	Acres of known wetlands do not decrease between 2011 and 2021	Coordinate with other agencies on existing monitoring. Measure wetlands and buffers using combination of: contracted acres of Wetland Reserve Program (NRCS) and/or verify wetland area during ISP development and follow-up, aerial imagery**, and field survey (BMLT)	Acres of wetland decrease in 10% compared to July 2011 (refer to Table 3-1 for values through 2016)	Public outreach & review/revise initial goal, objective, benchmark, and metric.	WWCCD, NRCS, BMLT, area landowners	Every two years	WWCCD Area agencies, & Participating Landowners
			*Supplemental: Create inventory of ~10% of wetlands annually using aerial imagery**	Develop wetland within agricultural land inventory	Inventory 10% of wetland acres in the county annually using aerial imagery**	*Less than 10% of wetland acres inventoried.	Reassess budget constraints & review/revise initial goal and metric.	WWCCD	Once every 5 years	WWCCD and Participating Landowners
			Enhance: Restore wetlands and/or establish buffers	Design and install wetland restoration projects	Number of designed or installed wetland restoration projects including acres enhanced	No new wetland enhancement projects or wetland buffer improvements designed or installed.	Workgroup to review voluntary actions and funding sources.	WWCCD, NRCS, area agencies	Once every 5 years	WWCCD Area agencies, & Participating Landowners

TABLE 5-1 (cont.) Individual Critical Area Goals										
Critical Area	Broad Goal	Applicable Regulations	Specific Goal	Benchmark	Monitoring Method	Adaptive Management Action Threshold	Adaptive Management Action	Who Monitors	When	Party Responsible for the action
Frequently Flooded Areas	Increase flood event resilience	WAC 173-158 RCW 86.16	Protect: Maintain existing floodplains by educating 30 people annually	Provide individual or group information sessions to 30 people annually	Record # of people reached and # of new BMPs implemented	# of people reached is less than 30 annually	Public outreach & review/revise initial goal, objective, benchmark, and metric.	WW Co. Community Development, Area agencies	Once every 5 years	Area agencies, and WWCCD
			Enhance: Increase use in flood planning tools regarding development	Design and install floodplain restoration or side channel connectivity projects	Record restoration metrics as projects are installed/implemented	No new floodplain restoration projects designed or installed.	Workgroup to review voluntary actions and funding sources.	WWCCD, TSS, WDFW, SSSRB, CTUIR	Once every 5 years	WWCCD Area agencies, & Participating Landowners
Critical Aquifer Recharge Areas	Limit aquifer level decline related to agricultural use.	WAC 173-100 WAC 173-173 RCW 90.44	Protect: A) Reduce use of consumable water source by maintaining (10% of 387) meter use and/or B) Maintain local water plan (2 as of 2011)	Maintain instream flow rules and continue metered irrigation use.	Maintain # of metered diversion, verify effectiveness of existing metered irrigation use.	# of effective flow meters decrease by 10% compared to July 2011 (refer to Table 3-1 for values through 2016)	Public outreach & review/revise initial goal, objective, benchmark, and metric.	WWCCD, Ecology	Once every 5 years	WWCCD and Participating Landowners
		WAC 173-157 WAC 173-200 WAC 173-201A WAC 173-218 RCW 90.48	*Enhance: Maintain existing aquifer recharge projects as determined by amount of acre feet annually & promote irrigation efficiency BMPs	# of acre feet in Shallow Aquifer Recharge (SAR) site per year	Maintain use of Shallow Aquifer Recharge	No use of Shallow Aquifer Recharge site (due to cost and regulatory requirements, continuing the existing Shallow Aquifer Recharge site is uncertain)	Workgroup to review voluntary actions and funding sources.	WWWMP, Ecology, Area agencies	Once every 5 years	Area agencies, and Participating Landowners
	Reduce agricultural pollutants	WAC 173-200 WAC 173-300 RCW 90.48 WAC 173-204	Protect & Enhance: Educate community of pollutant levels and Promote nutrient management BMPs to 10 people annually	Encourage nutrient management, waste storage facilities and right rate application of chemical fertilizers	Record # of people reached and # new BMPs implemented	# of people reached is less than 10 annually	Public outreach & review/revise initial goal, objective, benchmark, and metric.	WW Co. Departments, WWCCD, NRCS, Ecology, Area agencies	Annually	Area agencies, and WWCCD
Geologic Hazard Areas of Soil Erosion from Wind and Water	Protect critical areas from soil loss	WAC 173-204 WAC 173-201A	Protect: *Maintain vegetative cover compared to baseline (to be determined) annually using aerial imagery** Enhance: Increase vegetative cover	Provide soil health awareness, cover crop/conservation cover use, or alternative incentives for maintaining CRP ground	Develop and monitor % land cover using aerial imagery and field surveys	This critical area does not have regulatory management in the WW Co CAO. No adaptive management threshold is suggested.	No adaptive management is suggested.	WWCCD, NRCS, FSA	Annually	WWCCD and Participating Landowners
Geologic Hazard Areas: Landslides/ Steep Slopes	Reduce landslide potential on rangeland	WAC 365-190-120	Enhance: Encourage adoption of BMPs for pasture and rangeland management through education to 3 ranchers annually	Maintain vegetation on steep slopes	Minimum of 3 ranchers informed of hazard potential and management BMPs and/or # of Pasture/ Rangeland management plans developed	Less than 3 people educated annually.	Public outreach & review/revise initial goal, objective, benchmark, and metric.	WWCCD, NRCS	Annually	WWCCD and Participating Landowners
Geologic Hazard Areas: Seismic/ Liquefaction	Increase awareness of Liquefaction potential	WAC 365-190-120	Enhance: Encourage adoption of BMPs for irrigation water management to 20 people annually	Maintain BMPs for water use & expand liquefaction awareness by 20 people annually	Record # of people reached and # of BMPs improved/ or acres/ or cfs.	Less than 20 people educated annually.	Public outreach & review/revise initial goal, objective, benchmark, and metric.	WWCCD	Annually	WWCCD and Participating Landowners

Baseline conditions to determine goals are included in Table 3-1. \*Requires additional funding beyond current efforts and existing Walla Walla County funding. \*\*See Section 5.3 Benchmarks for aerial imagery protocol

**BOARD OF COUNTY COMMISSIONERS**  
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF APPROVING A  
CONTRACT WITH WASHINGTON  
STATE PATROL FOR FIRE SAFETY  
PLAN REVIEWS (WSP NO. K15123)

}

RESOLUTION NO. **19**

**WHEREAS**, the Washington State Patrol has offered a General Services Agreement, for Fire Safety Plan Reviews, WSP Contract No. K15123, to the Walla Walla County Community Development Department; and

**WHEREAS**, the agreement benefits the citizens of Walla Walla County and county department operations; and

**WHEREAS**, the County Prosecuting Attorney has reviewed said agreement; now therefore

**BE IT HEREBY RESOLVED** by this Board of Walla Walla County Commissioners they do hereby approve said contract as recommended, and that the Chair of the Board shall sign same in the name of the Board.

*Passed this 1<sup>st</sup> day of **July, 2019** by Board members as follows:      Present or      Participating via other means, and by the following vote:      Aye      Nay      Abstained      Absent.*

**Attest:**

\_\_\_\_\_  
Diane L. Harris, Clerk of the Board

\_\_\_\_\_  
Todd L. Kimball, Chairman, District 2

\_\_\_\_\_  
James K. Johnson, Commissioner, District 1

\_\_\_\_\_  
Gregory A. Tompkins, Commissioner, District 3

*Constituting the Board of County Commissioners  
of Walla Walla County, Washington*

<b>WASHINGTON STATE PATROL</b> <b>General Services Agreement</b> <b>Fire Safety Plan Reviews</b>		WSP Contract No.		<b>K15123</b>
		Other Contract No.		
This Agreement is between the State of Washington, Washington State Patrol and the Contractor identified below.				
<b>CONTRACTOR NAME</b>			Contractor DBA (if necessary)	
<b>Walla Walla County Community Development Dept</b>				
Contractor Location Address 310 West Poplar Street, Suite 200 Walla Walla WA 99362		Contractor Billing Address (if different from location address)		
Contractor Contact Name Mr. Thomas E. Glover		Contractor Contact Telephone 509-524-2621		
Contractor Contact Fax		Contractor Contact E-mail Address tglover@co.walla-walla.wa.us		
<b>WSP Contact Information</b>				
WSP Project Manager Name and Title Ms. Barbara McMullen Chief Deputy State Fire Marshal		WSP Project Manager Address Fire Protection Bureau PO Box 42642, Olympia WA 98504		
Telephone 360-596-3911	Fax 360-596-3934	E-mail Address Barbara.Mcmullen@wsp.wa.gov		
WSP Administrative Contact Name and Title Holly White Contracts Specialist		WSP Administrative Contact Address PO Box 42602 Olympia WA 98504-2602		
Telephone (360) 596-4076	Fax	E-mail Address Holly.White@wsp.wa.gov		
<b>Agreement Start Date</b> <b>June 1, 2019</b>	<b>Agreement End Date</b> <b>December 31, 2024</b>	<b>Agreement Amount</b> <b>\$7,500 contract maximum</b> <b>See exhibit A, Statement of Work</b>		
ATTACHMENTS. When the boxes below are marked with an X, the following Exhibits are attached to and incorporated into this Contract by reference: <input checked="" type="checkbox"/> Exhibit A, Statement of Work. <input type="checkbox"/> Additional Exhibits as specified:				
This Agreement, including the attached Terms and Conditions and any other documents incorporated by reference, contains all of the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind the parties. The parties signing below warrant that they have read and understand this Agreement and have the authority to enter into this Agreement.				
<b>FOR THE WASHINGTON STATE PATROL:</b>		<b>FOR THE CONTRACTOR:</b>		
WSP Signature	Date	Contractor Signature	Date	
Printed Name and Title John R. Batiste, Chief		Printed Name and Title		

APPROVED AS TO FORM BY THE OFFICE OF THE ATTORNEY GENERAL 4/23/07

## WSP GENERAL SERVICES AGREEMENT (Continued)

1. **Statement of Work.** WSP shall perform services for the Contractor in accordance with Exhibit A, Statement of Work, which is attached hereto and incorporated herein.
2. **Fees.** The Contractor shall reimburse WSP for services rendered under the terms of this Agreement according to the rates and fees established in Exhibit A, Statement of Work.
3. **Payment for Services.** WSP shall bill the Contractor no more than once per month in accordance with this Agreement. WSP shall send billings to the Contractor billing address identified on Page 1 of this Agreement. The Contractor shall reimburse WSP within 30 days of receipt of billing from WSP.

4. **Definitions.**

"Agreement" means this General Services Agreement, including all documents attached or incorporated by reference, and any amendments executed in accordance with this Agreement.

"Contractor" means the entity purchasing services as defined in Exhibit A, Statement of Work, from WSP, and includes the Contractor's officers, directors, trustees, employees and/or agents unless otherwise stated in this Agreement. For the purposes of this agreement, the Contractor shall not be considered an employee or agent of WSP.

"WSP" means the State of Washington, Washington State Patrol, federal employer identification number 91-6001127, and its officers, directors, trustees, employees and/or agents. For the purposes of this agreement WSP shall not be considered an employee or agent of the Contractor.

5. **Assignment.** The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express written consent of the other party.
6. **Agreement Alterations and Amendments.** WSP and the Contractor may mutually amend this Agreement. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind WSP and the Contractor.
7. **Compliance with Civil Rights Laws.** During the period of performance for this Agreement, both parties shall comply with all federal and state nondiscrimination laws.
8. **Disputes.** In the event a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: The Chief of WSP shall appoint a member to the Dispute Board. The Contractor shall appoint a member to the Dispute Board. The Chief of WSP and the Contractor shall jointly appoint a member to the Dispute Board. The Dispute Board shall evaluate the dispute and make a determination of the dispute. The determination of the Dispute Board shall be final and binding to all parties to this Agreement.
9. **Governing Law.** This Contract shall be governed in all respects by the laws of the State of Washington. The jurisdiction for any action hereunder shall be the Superior Court for the State of Washington. The venue of any action hereunder shall be in the Superior Court for Thurston County, State of Washington.
10. **Indemnification.** The Contractor shall indemnify, defend and hold harmless WSP from and against all claims arising out of or resulting from the performance of this Contract. The



## WSP GENERAL SERVICES AGREEMENT (Continued)

Contractor expressly agrees to indemnify, defend and hold harmless WSP for any claim arising out of or incident to the Contractor's performance or failure to perform this Contract. The Contractor shall be required to indemnify, defend and hold WSP harmless to the extent claim is caused in whole or in part by negligent acts or omissions of the Contractor.

11. **Maintenance of Records.** During the term of this Agreement and for six years following termination or expiration of this Agreement, both parties shall maintain records sufficient to document:
  - Performance of all acts required by statute, regulation, rule, or this Agreement;
  - Substantiate the parties' statement of its organization's structure, tax status, capabilities and performance; and
  - Demonstrate accounting procedures, practices and records which sufficiently and properly document WSP's invoices to the Contractor and all expenditures made by WSP to perform as required by this Agreement.
12. **Order of Precedence.** In the event of any 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 to:

Applicable federal and state law, regulations and rules;  
Exhibit A, Statement of Work;  
Any other provision of this Agreement; and  
Any document incorporated by reference.
13. **Personnel.** WSP employees performing work under the terms of this Agreement shall be under the direct command and control of the Chief of WSP or designee, and shall perform duties required under this Agreement in a manner consistent with WSP policy and regulations, and applicable federal, state and local laws. The assignment of WSP personnel under this Agreement shall be at the discretion of the Chief of WSP or designee.
14. **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.
15. **Termination.** Except as otherwise provided in this Agreement, either party may terminate this Agreement, in whole or in part, upon thirty (30) calendar days written notification. If this Agreement is so terminated, the terminating party shall be liable only for performance in accordance with the terms of this Agreement for performance rendered prior to the effective date of termination.
16. **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 writing and signed by an authorized representative of the party and attached to the original Agreement.

## STATEMENT OF WORK

### 1. Statement of Work.

- a. Description of Services: WSP shall conduct fire and safety system reviews and inspections of those systems. Activities include, but are not limited to:
  - Attending Meetings
  - Fire and Life Safety Plan Reviews
  - Site inspections for proper installation of fire and life safety systems
  - Acceptance testing of fire and life safety systems
- b. Each review and inspection shall be assigned by the Chief Deputy State Fire Marshal and must be approved by both parties. Each request for review and inspection must identify the specific project, the maximum amount payable for the inspection, and the period of performance for each inspection.

### 2. **Fees.** The Contractor shall reimburse WSP for actual costs associated with each completed review and inspection up to the maximum agreement amount. These costs include:

- a. Actual salaries and benefits of WSP Fire Protection Bureau staff providing services
- b. Mileage at the current WSP mileage reimbursement rate
- c. Per diem and lodging and current State of Washington approved rates
- d. Indirect costs applied against direct costs charged to the Contractor under the agreement at WSP's current federally approved indirect rate
- e. Any other direct costs identified in the agreement



DRAFT

**BOARD OF COUNTY COMMISSIONERS  
WALLA WALLA COUNTY, WASHINGTON**

**ORDINANCE NO. 475**

APPROVING A REQUEST BY WALLA WALLA COUNTY FOR THE ADOPTION OF NEW LAND DEVELOPMENT APPLICATION FEES, RESULTING IN AN AMENDMENT REPLACING WALLA WALLA COUNTY CODE SECTION 3.08.010, A NEW SECTION 3.08.065, AND A REPEAL OF SECTION 17.31.040.

**WHEREAS**, land use applications have become increasingly complicated and contentious, requiring more County staff time to perform duties required by State Law and the Walla Walla County Code; and

**WHEREAS**, County Community Development Department staff salaries have increased in order to retain and attract qualified individuals to serve Walla Walla County residents; and

**WHEREAS**, the Walla Walla County Land Development fees do not currently compensate the County for its costs of processing applications, inspecting and reviewing plans, or preparing detailed statements as required by chapter 43.21C RCW; and

**WHEREAS**, the following findings of fact and conclusions of law are hereby made:

**Findings of Fact**

1. The land development fees have not been updated since 2007.
2. The current land development fees do not adequately compensate the County for its processing of applications.
3. The analysis is based on current staff costs (Schedule A), the cost of overhead (Schedule B), and the cost for processing each type of land use application (Land Development Application Processing Costs) prepared and presented by staff to the County Commissioners.
4. The Board of County Commissioners held three public workshops on this proposal:
  - a. February 11, 2019
  - b. April 2, 2019
  - c. April 15, 2019
5. Resolution No. 19-140 signed by the Board of County Commissioners on May 28, 2019 set the date and time of the Public Hearing for June 17, 2019 beginning at 1:30 p.m.
6. A Notice of Public Hearing was issued May 30, 2019:
  - a. Copy sent by e-mail to interested parties on May 30, 2019;
  - b. Published in the Tri-City Herald on May 31, 2019;
  - c. Published on the Community Development Department webpage on May 31, 2019;
  - d. Published in the Walla Walla Union Bulletin on June 2, 2019; and published in The Waitsburg Times on June 6, 2019.

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**Conclusions of Law**

1. The proposed fee schedule assures that the County is recapping a percentage of its costs associated with land use development application review by increasing land development application fees established in Ordinance 340, adopted in 2007.
2. The proposed fees are not charging applicants more than the costs of reviewing and processing applications and preparing detailed statements as required by Chapter 43.21C RCW.

**WHEREAS**, the Board of County Commissioners held a public hearing on June 17, 2019 for the purpose of receiving testimony for and/or against the proposed fees; and

**WHEREAS**, the Board of County Commissioners closed the public hearing on June 17, 2019;

**NOW THEREFORE**,

**BE IT ORDAINED**, by the Walla Walla County Board of County Commissioners that, based on findings of fact and conclusions of law above, the following amendments are made to the Walla Walla County Code:

**Section 1. Amendment to Walla Walla County Code Section 3.08.010**

3.08.010 - Applicability.

The planning department shall require filing fees in the amount established below for the following applications:

Application	Fee
Binding site plan: 1-4 lots	\$475.00
Short plat/short plat amendment*	475.00
One time cluster segregation*	475.00
Administrative CUP amendment/extension	190.00
Forest practices moratorium	190.00

# DRAFT

Changes in nonconforming uses	190.00
Large lot subdivision	380.00
Quarry in designated mineral lands	285.00
Administrative variance	285.00
Site plan review	235.00
Critical areas permit	95.00
Boundary line adjustment	190.00
Shoreline exemption	95.00
Accessory living quarters	95.00
Temporary mobile home placement	95.00
Home occupation	95.00
SEPA checklist— Non-exempt single-family residence/short plat	190.00
All other development applications	380.00
Environmental impact statement	Actual cost
Conditional use permit	950.00
Conditional use permit amendment/extension	950.00
Variance	950.00
Shoreline management substantial development permit	950.00



# DRAFT

Preliminary plat/planned unit development: more than 50 lots*	More than 50 lots— Enter into a Memorandum of Understanding with Walla Walla County that includes cost recovery provisions and timelines for the processing of implementing land development and construction permits and other permits and approvals
Planned unit development	950.00
Preliminary plat/: 15 lots or less*	\$ 950.00
Preliminary plat/: 16 to 50 lots*	\$950.00 + \$25.00 per lot
Binding site plan: 5 or more lots	1,425.00
Final plat	380.00
Innocent purchaser	190.00
Development agreement	475.00
Preliminary Docket Review Final Docket Review, Comp. Plan (\$2,000.00 will be returned if application does not continue to final docket)	2,500.00
Rezone	950.00
Zoning code text amendment	950.00
Legal lot determination	45.00/hr
Zoning affirmation	N/C
Appeal of administrative decisions	665.00
Appeal of hearing examiner decisions	380.00

# DRAFT

\* Cluster fee established by Walla Walla County Code Section 17.31.040 shall not be applicable. (Ord. 340 § 1, 2007)

<u>Accessory Dwelling Unit</u>	<u>\$285</u>
<u>Appeal of Administrative Decision</u>	<u>\$998</u>
<u>Appeal of Hearing Examiner Decision</u>	<u>\$532</u>
<u>Reconsideration of Hearing Examiner Decision</u>	<u>\$745</u>
<u>Binding Site Plan: 4 lots or less</u>	<u>\$713</u>
<u>Binding Site Plan Alteration</u>	<u>\$482</u>
<u>Binding Site Plan, Minor Revision</u>	<u>\$367</u>
<u>Binding Site Plan: 5 or more lots</u>	<u>\$1,425</u>
<u>Boundary Line Adjustment</u>	<u>\$285</u>
<u>Code Interpretation</u>	<u>No Fee</u>
<u>Comprehensive Plan Amendment:</u> <u>(\$3,250 will be returned if application does</u> <u>not continue to final docket)</u>	<u>\$3,750</u>
<u>Conditional Use Permit</u>	<u>\$1,425</u>
<u>Administrative Conditional Use Permit</u> <u>Amendment/Extension</u>	<u>\$190</u>
<u>Conditional Use Permit –</u> <u>Amendment/Extension - Hearing Examiner</u>	<u>\$1,425</u>
<u>Coordinated Water System Plan</u> <u>Amendment</u>	<u>No Fee</u>
<u>Critical Areas Permit</u>	<u>\$143</u>
<u>Development Agreement</u>	<u>\$713</u>
<u>Environmental Impact Statement</u>	<u>Actual Cost</u>
<u>Final Plat</u>	<u>\$570</u>
<u>Final Plat Alteration</u>	<u>\$1,343</u>
<u>Flood Plain Permit</u>	<u>\$313</u>
<u>Forest Practices Moratorium</u>	<u>\$190</u>
<u>Home Occupation - Type 1</u>	<u>\$143</u>
<u>Home Occupation - Type 2</u>	<u>\$330</u>
<u>Innocent Purchaser</u>	<u>\$285</u>
<u>Large Lot Subdivision</u>	<u>\$713</u>
<u>Legal Lot Determination</u>	<u>\$283</u>
<u>Pre-Application Meeting</u>	<u>No Fee</u>
<u>Preliminary Plat: 15 lots or less</u>	<u>\$1,425</u>
<u>Preliminary Plat: 16 to 50 lots</u>	<u>\$1,705</u>

# DRAFT

<u>Preliminary Plat: more than 50 lots</u>	<u>Enter into a Memorandum of Understanding with Walla Walla County that includes cost recovery provisions for the processing of implementing development regulations and construction permits</u>
<u>Preliminary Plat - Major Revision</u>	<u>\$1,343</u>
<u>Preliminary Plat – Minor Revision</u>	<u>\$367</u>
<u>Planned Unit Development</u>	<u>\$1,425</u>
<u>Quarry in designated mineral lands</u>	<u>\$428</u>
<u>Rezone - Site Specific/Area-wide</u>	<u>\$1,425</u>
<u>Shoreline Exemption</u>	<u>\$143</u>
<u>Shoreline (Fish) Exemption</u>	<u>\$308</u>
<u>Shoreline Management Substantial Development Permit</u>	<u>\$1,425</u>
<u>Shoreline C.U.P.</u>	<u>\$1,657</u>
<u>Shoreline Variance</u>	<u>\$1,657</u>
<u>Short Plat</u>	<u>\$713</u>
<u>SEPA Checklist –Non-Exempt Short Plat</u>	<u>\$267</u>
<u>Final Short Plat Alteration</u>	<u>\$482</u>
<u>Short Plat Affidavit of Correction</u>	<u>\$367</u>
<u>Site Development Permit</u>	<u>\$570</u>
<u>Temporary Mobile Home Placement (medical hardship)</u>	<u>See building fee table 9B in Title 15</u>
<u>Variance - Hearing Examiner</u>	<u>\$1,425</u>
<u>Variance - Administrative</u>	<u>\$428</u>
<u>Variance - Administrative - Side and Rear Yard Adjustment</u>	<u>\$277</u>
<u>Winery/Brewery Permit</u>	<u>\$315</u>
<u>Zoning Code Text Amendment</u>	<u>\$1,425</u>
<u>All Other Development Applications (example: SEPA)</u>	<u>\$570</u>
<u>Technology Fee</u>	<u>3.0%</u>
<u>Renewal Fee</u>	<u>\$35</u>

## **Section 2. New Section 3.08.065:**

### 3.08.065 – Publication costs.

Publication costs for legal notices shall be borne by the applicant in addition to other costs and fees which apply. Failure to pay publication costs may result in a suspension of application processing.

DRAFT

**Section 3. Remove Section 17.31.040 – Fees, from Title 17 of the Walla Walla County Code:**

~~17.31.040 – Fees.~~

~~A fee of five hundred dollars will be charged for a development proposed under the authority of this chapter, in addition to the normal fee required in Title 14 (Development Code Administration) of this code.~~

**Section 4. Effective Date.** This ordinance is effective immediately upon adoption.

**Section 5. Savings and Severability.** If any section, subsection, paragraph, sentence, clause or phrase of this ordinance is declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining parts of this ordinance.

**Section 6. Publication.** This ordinance will be published by an approved summary consisting of the title.

PASSED by the Walla Walla County Board of County Commissioners in regular session at Walla Walla, Washington, then signed by its membership and attested by its Clerk in authorization of such passage this 1<sup>st</sup> day of July, 2019.

Attest:

\_\_\_\_\_  
Diane L. Harris, Clerk of the Board

\_\_\_\_\_  
Todd L. Kimball, Chairman, District 2

\_\_\_\_\_  
James K. Johnson, Commissioner, District 1

\_\_\_\_\_  
Gregory A. Tompkins, Commissioner, District 3

*Constituting the Board of County Commissioners  
of Walla Walla County, Washington*

Approved as to form:

  
Jesse D. Nolte, Deputy Prosecuting Attorney



**11:30 COUNTY COMMISSIONERS**

- a) Miscellaneous or unfinished business  
to come before the Board

**12:00 RECESS**

**1:30 COUNTY COMMISSIONERS**

- a) Miscellaneous or unfinished business  
to come before the Board

**- A D J O U R N -**

*Walla Walla County is ADA compliant. Please contact TTY: (800) 833-6384 or 7-1-1 or the Commissioners' Office at 509/524-2505 three (3) days in advance if you need any language, hearing, or physical accommodation.*

*Please note that the agenda is tentative only. The Board may add, delete, or postpone items and may take action on an item not on the agenda.*