

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
LEWIS COUNTY, WASHINGTON**

IN THE MATTER OF:

RESOLUTION NO. 24-150

APPROVE DIRECTOR OF COMMUNITY DEVELOPMENT TO ENTER INTO AMENDMENT #2 TO THE INTERLOCAL AGREEMENT (ILA) BETWEEN LEWIS CONSERVATION DISTRICT AND LEWIS COUNTY FOR TECHNICAL ASSISTANCE TO IMPLEMENT THE VOLUNTARY STEWARDSHIP PROGRAM (VSP), AND AUTHORIZE THE DIRECTOR OF COMMUNITY DEVELOPMENT TO SIGN ON BEHALF OF LEWIS COUNTY

WHEREAS, Lewis County opted into the Voluntary Stewardship Program (VSP) on October 31, 2011; and

WHEREAS, VSP provides a unique, grassroots opportunity to establish regulatory certainty for the agricultural operators in Lewis County critical areas; and

WHEREAS, Lewis County has previously entered into an Amendment to the ILA with the Lewis Conservation District to partner in providing assistance in development and implementation of the VSP work plan; and

WHEREAS, Lewis County wishes to amend the Lewis Conservation District ILA to increase the budget by \$40,956.25 and assign an additional implementation task for on-ground District Implemented Projects and monitoring, further described in the attached exhibit; and

WHEREAS, it appears to be in the best public interest to approve the Director signing Amendment #2 with a new amount not to exceed \$579,711.08 for the entire 2023-2025 biennium.

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners approves and directs the Director of Community Development to enter into Amendment #2 to the ILA with the Lewis Conservation District and to sign the same on behalf of Lewis County.

DONE IN OPEN SESSION this 14th day of May, 2024.

APPROVED AS TO FORM:
Jonathan Meyer, Prosecuting Attorney

BOARD OF COUNTY COMMISSIONERS
LEWIS COUNTY, WASHINGTON

Barbara Russell
By: Barbara Russell,
Deputy Prosecuting Attorney

Scott J. Brummer
Scott J. Brummer, Chair

ATTEST:



Lindsey R. Pollock, DVM
Lindsey R. Pollock, DVM, Vice Chair

Rieva Lester, CMC
Rieva Lester, CMC,
Clerk of the Lewis County Board of
County Commissioners

Sean D. Swope
Sean D. Swope, Commissioner

AMENDMENT #2 TO
INTERLOCAL AGREEMENT
BETWEEN THE LEWIS
CONSERVATION DISTRICT
AND LEWIS COUNTY

This Amendment #2 (Amendment) to the Interlocal Agreement is made and entered into between the Lewis Conservation District (hereinafter referred to as "LCD") and Lewis County (hereinafter referred to as "County"), both political subdivisions of the State of Washington. This Agreement is entered into pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW. This Agreement is intended to provide joint coordination and support services to the Voluntary Stewardship Program (VSP).

It is the purpose of this Amendment to increase the budget. All other terms and conditions of the Agreement remain in effect.

WHEREAS, the Washington State Legislature established the VSP as an alternative approach to protecting critical areas and promoting agriculture; and

WHEREAS, the Washington State Conservation Commission (WSCC) has provided grant funding to the County to assist an independent local work group in developing a VSP work plan that contains goals and benchmarks for the protection and enhancement of critical areas that it will submit to the WSCC, as well as the Departments of Fish and Wildlife, Ecology, and Agriculture for approval; and

WHEREAS, the WSCC approved a VSP Supplemental Budget, which provides for on-the-ground projects consistent with the VSP work plan; and

WHEREAS, the County and LCD will partner in providing assistance to the local work group in implementing the VSP work plan; and

WHEREAS, it is appropriate that in order to implement such an arrangement, the Amendment to the Interlocal Agreement (Agreement) be executed between the parties setting forth the conditions and terms of that arrangement.

NOW THEREFORE, in consideration of the terms and conditions contained herein, LCD and the County agree as follows:

- 1) Purpose. This Agreement is intended to establish responsibilities of the County and LCD in providing guidance and assistance to the local VSP work group.
- 2) Means of Joint Undertaking. No separate legal entity shall be created to implement the terms of this Agreement. The Director of Community Development for the County and the District Manager for LCD shall provide joint oversight to administer this Agreement.

- 3) Term. The term of this Agreement and the performance thereof shall remain July 1, 2023 and expire June 30, 2025. This Agreement may be extended or renegotiated upon mutual agreement between the parties hereto and pursuant to the terms and conditions of this Agreement.
- 4) Services and Responsibilities of LCD. The scope of services provided by LCD to the VSP work group shall be as specified below:
 - a) 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:
 - b) Working closely with the watershed group and technical service providers to ensure full compliance with the requirements and intent of VSP.
 - c) Ensure that every effort is made to maintain effective communication between the watershed group, the technical service providers, local stakeholders, and participating state and federal agencies and personnel.
 - d) 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. Encourage existing lead entities, watershed planning units, or other integrating organizations to serve as the watershed group.
 - e) Develop and/or maintain watershed group meeting bylaws, rules, and/or policies.
 - f) Provide facilitation for watershed group meetings or other actions of the watershed group.
 - g) Implement the VSP work plan, including implementing the requirements of the VSP and RCW Chapter 36.70A.700-760. Implementation includes:
 - h) Identifying critical areas and agricultural activities within those critical areas.
 - i) Identifying a public outreach plan to contact landowners.
 - j) Identifying and designating entity(ies) to provide landowner assistance (voluntary stewardship plans).
 - k) Identifying measurable programmatic and implementation goals and benchmarks.
 - l) Reviewing and incorporating applicable water quality, watershed management, farmland protection, and required species recovery data and plans.
 - m) Seeking input from tribes, agencies and stakeholders.

- n) 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.
 - o) Ensuring outreach and technical assistance is provided to producers and operators in the various watersheds of the county.
 - p) 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.
 - q) Incorporating into the work plan any existing development regulations relied upon to achieve the goals and benchmarks for protection of critical areas.
 - r) 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.
 - s) Developing timelines for periodic evaluations, adaptive management, and provide written reports of plan status and/or accomplishments to the COMMISSION.
 - t) Coordinating monitoring programs with other state agency activities.
 - u) Meeting any other requirement for the successful implementation of VSP in RCW 36.70A.720.
- 5) Deliverables of LCD:
- a) Organize, convene and maintain a watershed group that meets regularly and as necessary for implementation of the county VSP work plan.
 - b) Implement the VSP work plan, including implementing the requirements of the VSP and RCW Chapter 36.70A.700-760.
 - c) Two-year status reports. No later than August 30, 2023, provide the written biennial report to the COMMISSION. The biennial report must provide the status of plans and accomplishments of the work plan to COMMISSION. The biennial report should include a summary of how plan implementation is affecting each of the following:
 - d) The protection and enhancement of critical areas within the area where agricultural activities are conducted;
 - e) The maintenance and improvement of the long-term viability of agriculture;
 - f) Reducing the conversion of farmland to other uses;

- g) 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;
- h) 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;
- i) 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;
- j) Ongoing efforts to improve compliance with other laws designed to protect water quality and fish habitat; and
- k) 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.
- l) Five-year review and evaluation report. If a Five-year VSP report is due during this contract period, then no later than the current deadline for submittal of the report to the COMMISSION, and in conjunction with the county watershed group, facilitate, develop, assist and submit the five-year report to the director of the COMMISSION. See RCW 36.70A.720 (2) (b) (i) and (c) (i). When submitting the five-year review and evaluation report to the COMMISSION, as per RCW 36.70A.720 and RCW 36.70A.730, the COUNTY agrees to use the COMMISSION'S Guide and Template. The Guide is available for download on the COMMISSION's VSP web page: (<https://www.scc.wa.gov/vsp/implementation>). The Template will be provided by the COMMISSION to the COUNTY.
- m) At five-year intervals from the date of receipt of funding, each county watershed group must submit a report to the director of the Commission and the COUNTY on whether it has met the work plan's protection and enhancement goals and benchmarks. The five-year review and evaluation report should include a summary of how plan implementation is satisfying the flowing plan elements through VSP implementation:
- n) 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;
- o) Ensure outreach and technical assistance is provided to agricultural operators in the watershed;
- p) 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;

- q) Work with the entity providing technical assistance to ensure that individual stewardship plans contribute to the goals and benchmarks of the work plan;
- r) Incorporate into the work plan any existing development regulations relied upon to achieve the goals and benchmarks for protection;
- s) 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;
- t) 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;
- u) Assist state agencies in their monitoring programs; and
- v) Satisfy any other reporting requirements of the program.
- w) The LCD agrees that VSP cost-share projects funded using any amount of COMMISSION VSP funds shall be reported in the Conservation Practices Database System (CPDS).
- x) Completion of a Monitoring Plan: The LCD agrees that not later than July 1, 2024, delivers to the County a monitoring plan. LCD is encouraged to use the Watershed Monitoring Project Development Guide for the Voluntary Stewardship Program in Washington, Volume III to create the plan, but will not require its use in the creation of the plan. The monitoring plan shall be designed to facilitate the collection, analysis, and reporting of information for VSP.
- y) Provide timely quarterly status reports to the County as well as 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>. Quarterly reports are due quarterly for this Agreement:
 - (1) July 2023 – June 2025:
 - (2) Period of July 1 – September 30 – Due October 10
 - (3) Period of October 1 – December 31 – Due January 10
 - (4) Period of January 1 – March 31 – Due April 10
 - (5) Period of April 1 – June 30 – Due July 10
- 6) Services and Responsibility of the County. The County agrees to meet the following responsibilities under this Agreement:
 - a) Provide grant contract management and fiscal oversight of WSCC grant funds for the VSP.
 - b) Work in partnership with LCD to provide guidance and technical assistance to the VSP work

group in implementing the work program.

- c) Maintain an independent core work group to guide the overall VSP process.
 - d) Lend assistance to the VSP work group in providing outreach and communication efforts to the broader agricultural community and other interested parties.
 - e) Attend and participate in VSP work group meetings as availability allows.
 - f) Provide available technical information to the VSP work group on county ordinances and planning data.
 - g) Secure and provide oversight for professional services contracts for assisting the VSP work group in implementing the work plan as needed.
 - h) Review and comment on draft documents developed by the VSP work group.
 - i) Provide for timely payments for the services provided for in this Agreement upon receipt of a properly constituted and prepared billing by LCD. The Amendment will add \$40,956.25 and the new estimated total dollar amount of all work performed by LCD for the VSP under this Agreement shall not exceed \$579,711.08 without prior written approval by the County.
 - j) The obligation of the County to make payments is contingent on the availability of a grant from the Washington State Conservation Commission, state and federal funds through legislative appropriation and state allotment. The failure of the legislature or federal agencies to appropriate or allot such funds to the program shall be good cause to terminate this agreement.
- 7) Assignment and Subcontracting. No portion of this Agreement may be assigned or subcontracted to any other individual, firm, entity without express and prior written approval of the County's Community Development Director and the LCD District Manager.
- 8) Modification. Either party may request changes in this Agreement. Any and all agreed modifications shall be in writing, signed by each of the parties.
- 9) Termination for Public Convenience. The LCD District Manager or the County Director of Community Development may terminate this Agreement upon 90 days written notice whenever either party determines, at either party's sole discretion that such termination is in the interest of LCD or the County.
- 10) Defense and Indemnity Agreement. Each party shall hold the other, its officials, employees and agents, harmless and shall indemnify the other, its officials, employees and agents, from any and all causes of action, judgments, claims, and damages arising out of its sole and solitary acts of omissions. Without limiting the foregoing, County acknowledges that LCD is solely responsible for all liability, costs, or expenses resulting from its acts or omissions, and that LCD's responsibility hereunder is expressly limited to the provision of the services described in Section 4 of this Agreement.
- 11) Venue and Choice of Law. In the event any litigation should arise concerning the enforcement, breach, construction or interpretation of any of the terms of this Agreement, the venue of such

BOCC AGENDA ITEM SUMMARY

Resolution:

BOCC Meeting Date: May 14, 2024

Suggested Wording for Agenda Item:

Agenda Type: Deliberation

Approve Director of Community Development to enter into Amendment #2 to the Interlocal Agreement (ILA) between Lewis Conservation District and Lewis County for technical assistance to implement the Voluntary Stewardship Program (VSP), and authorize the Director of Community Development to sign on behalf of Lewis County

Contact: Lee Napier

Phone: 360.740.2606

Department: CD - Community Development

Description:

Approve Director of Community Development to enter into Amendment #2 to the Interlocal Agreement (ILA) between Lewis Conservation District and Lewis County for technical assistance to implement the Voluntary Stewardship Program (VSP)

Approvals:

User

Status

PA's Office

Pending

Publication Requirements:

Publications:

n/a

Additional Copies:

Mindy Brooks, Lee Napier, Sarah Hensley,
Becky Butler, Sherri Dokken

Cover Letter To: