

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

**IN THE MATTER OF:**

RESOLUTION NO. 21-193

APPROVE AN AMENDMENT TO THE INTERLOCAL  
AGREEMENT BETWEEN LEWIS CONSERVATION  
DISTRICT AND 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**, a grant contract with the Washington State Conservation Commission for the purpose of funding the development of a work plan to implement VSP is currently in place with an end date of June 30, 2021; and

**WHEREAS**, Lewis County and the Lewis Conservation District partnered in providing assistance in developing the VSP work plan; and

**WHEREAS**, Lewis Conservation District requested a budget amendment in the amount of \$21,000, which would increase the total contract amount to \$221,000 for the purpose of purchasing outreach materials and covering expenses of additional staff time before the end of the biennium; and

**WHEREAS**, it appears to be in the best public interest to approve the Director signing the contract.

**NOW THEREFORE BE IT RESOLVED** that the Board of County Commissioners approves the amendment to the ILA with Lewis Conservation District resulting in a budget increase for the purpose of purchasing outreach materials and covering expenses of additional staff time related to the VSP work plan implementation.

DONE IN OPEN SESSION this 18th day of May, 2021.

APPROVED AS TO FORM:  
Jonathan Meyer, Prosecuting Attorney

BOARD OF COUNTY COMMISSIONERS  
LEWIS COUNTY, WASHINGTON

Eric Eisenberg  
By: Eric Eisenberg,  
Chief Civil Deputy Prosecuting Attorney

Gary Stamper  
Gary Stamper, Chair

ATTEST:



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

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

Sean D. Swope  
Sean D. Swope, Commissioner

INTERLOCAL AGREEMENT  
AMENDMENT #4

This 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).

**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 County and LCCD 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 an 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 commence on July 1, 2019 and expire June 30, 2021. 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. Work in partnership with the County to provide guidance and technical assistance to the VSP work group in implementing the VSP work plan.
  - b. Assist the County and the core work group in identifying potential replacement participants for VSP work group as warranted.
  - c. Lend assistance to the VSP work group in providing outreach and communication efforts to the agricultural community and other interested parties.
  - d. Attend and participate in VSP work group meetings as availability allows.
  - e. Provide available technical information to the Voluntary Stewardship work group on existing agricultural programs and activities.
  - f. Report VSP accomplishments to the Washington State Conservation Commission as required. All reporting details will be forwarded to Lewis County and presented to the Work Group at quarterly meetings.
  
5. 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 estimated total dollar amount of all work performed by LCD for the VSP under this Agreement shall not exceed \$221,000.00 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.

6. 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.
7. Modification. Either party may request changes in this Agreement. Any and all agreed modifications shall be in writing, signed by each of the parties.
8. Termination for Public Convenience. The LCCD 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.
9. 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.
10. 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 action or litigation shall be in the courts of the State of Washington in and for the County of Thurston. The law of the State of Washington shall govern this Agreement for all purposes.
11. Notice and Deliverables. Any notices or deliverables to be given under this Agreement shall at a minimum, be delivered and addressed to:
  - Lewis Conservation District
  - Attn. District Manager  
2057 SW Salisbury Ave.  
Chehalis, WA 98532
  - Lewis County Department of Community Development  
Attn. Director  
2025 NE Kresky Ave  
Chehalis, WA 98532
12. Filing. This Agreement shall be executed in triplicate original counterparts. Within ten days of its execution, the County Prosecuting Attorney shall cause one of the originals counterparts to be recorded in the records of Lewis County Auditor's Office pursuant to RCW 39.34.040.

EXECUTED IN DUPLICATE and effective as of the date and year first above written.

Dave Fenn 5/26/21  
Dave Fenn date  
Chair

Lee Napier 5-17-2021  
Lee Napier date  
Director of Community Development

APPROVED AS TO FORM:  
Jonathan L. Meyer, Prosecuting Attorney

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[Signature] 6-1-21  
By: Civil Deputy date

# BOCC AGENDA ITEM SUMMARY

**Resolution:** 21-193

**BOCC Meeting Date:** May 18, 2021

**Suggested Wording for Agenda Item:**

**Agenda Type:** Deliberation

Approve an amendment to the Interlocal Agreement between Lewis Conservation District and Lewis County

**Contact:** Lee Napier

**Phone:** 360.740.2606

**Department:** CD - Community Development

## **Description:**

Approve an amendment to the Interlocal Agreement between Lewis Conservation District and Lewis County

## **Approvals:**

<b>User</b>	<b>Status</b>
PA's Office	Approved

## **Publication Requirements:**

**Publications:**

n/a

## **Additional Copies:**

Lee Napier, Graham Gowing

## **Cover Letter To:**

n/a