

**INTERLOCAL AGREEMENT
BETWEEN THE LEWIS CONSERVATION DISTRICT
AND LEWIS COUNTY
FOR IMPLEMENTATION OF THE VOLUNTARY STEWARDSHIP PROGRAM**

This Interlocal Agreement is made and entered into between the Lewis Conservation DISTRICT (hereinafter referred to as "DISTRICT") 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).

The DISTRICT and the COUNTY agree as follows:

- 1) Purpose. It is the purpose of this Agreement for the COUNTY to meet its requirements for implementation of the Voluntary Stewardship Program (VSP) through this Agreement with the District. The VSP implemented under this Agreement shall be consistent with RCW 36.70A.700-760 and related statutes and shall be consistent with the Agreement between the WSCC and COUNTY for VSP implementation, incorporated herein by reference. The DISTRICT agrees to implement these statutory and contractual requirements of the VSP with the COUNTY.
- 2) Definitions.
 - a) "Agent" shall mean any entity to which the COUNTY has assigned responsibilities as allowed in this Agreement.
 - b) "Agreement" shall mean the Interagency Agreement to which these terms and conditions are affixed. "Agreement Manager" shall mean the specific employee of either the DISTRICT or COUNTY who is assigned as the primary contact for purposes of the fulfillment of this Agreement.
 - c) "COUNTY " shall mean LEWIS COUNTY, any division, section, office, unit or other entity of the COUNTY, or any of the officers or other officials lawfully representing the COUNTY.
 - d) "District" shall mean the LEWIS CONSERVATION DISTRICT receiving the funds as identified in this Agreement and is performing activities under this Agreement and shall include all employees of the DISTRICT.
 - e) "Parties" shall mean Lewis COUNTY and the Lewis Conservation DISTRICT together. "Voluntary Stewardship Program" and "VSP" shall mean the program established in, and governed by, RCW 36.70A.700-760 and associated statutes.
 - f) "WSCC" shall mean the Washington State Conservation Commission.
- 3) 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 DISTRICT shall provide joint oversight to administer this Agreement.

- 4) Term. The term of this Agreement and the performance thereof shall commence on July 1, 2025 and expire June 30, 2027. This Agreement may be extended or renegotiated upon mutual agreement between the parties hereto and pursuant to the terms and conditions of this Agreement.
- 5) Delegation of duties. The COUNTY delegates all responsibility for WSCC billing to the DISTRICT, as the Technical Service Provider, and WSCC payments shall go directly to the DISTRICT. The DISTRICT shall adhere to the billing procedures set forth in Appendix B of this agreement. The DISTRICT shall carbon copy the COUNTY on all reimbursement requests.
- 6) 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 Appendix A which is incorporated by reference herein. The COUNTY shall provide fiscal oversight of the VSP program and shall provide technical assistance as necessary to the DISTRICT.
- 7) Assignment and No Third Party Rights. Neither Party may assign its rights or delegate its duties under this Agreement. This Agreement shall not be construed to create rights in or grant remedies to any third party as a beneficiary of this Agreement.
- 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) Indemnity. To the extent allowed by Washington law, each Party shall, at its sole expense, indemnify, defend, save, and hold harmless the other Party, its officers, agents, members, and employees from all actual or potential claims or losses, including attorneys' fees and costs, and damages or claims for damages to property or persons, suffered by anyone whomsoever to the extent caused by any negligent or willful act of or omission of the indemnifying Party, its officers, agents, employees, or subcontractors, excluding damages caused by the negligence of the indemnified Party, its officers, agents, employees, or subcontractors.

This indemnification includes, without limitation, any liability for injury to the person or property of either Party, its agents, officers, employees, or invitees. Both PARTIES specifically waive any immunity provided by Title 51 RCW, Washington's Industrial Insurance Act. THIS WAIVER HAS BEEN MUTUALLY NEGOTIATED BY THE PARTIES.
- 10) Relationship of the PARTIES. This Agreement shall not be interpreted nor construed to create an association, joint venture, or partnership between the Parties, nor to impose any

partnership obligation or liability upon either Party. No agent, employee, or representative of a Party shall be deemed to be an agent, employee, or representative of the other Party. Nothing in this agreement nor in the performance by DISTRICT shall operate to vest any employment rights whatsoever, be deemed to create an employer-employee relationship, nor be deemed to create a joint venture, between the COUNTY and District.

11) Party Representatives and Notices. The representative for each Party shall be responsible for and shall be the contact person for all communications relating to the performance of this Agreement. All notices, requests, demands and other communications given by one Party to the other Party in connection with this Agreement will be in writing and will be deemed to have been duly given (a) on the date of successful transmission of the entire notice in the case of e-mail transmission; (b) when delivered personally or delivered by a recognized courier service that provides a receipt of delivery; or (c) three (3) days after being deposited as certified or registered mail, postage prepaid, into the United States mail, to the Party representative at the addresses or email addresses identified below:

a) Lewis Conservation District
Attn. DISTRICT Manager
2057 SW Salsbury Ave.
Chehalis, WA 98532

b) Lewis County, Department of Community Development
Attn. Director
125 NW Chehalis Ave.
Chehalis, WA

12) Termination. Except as otherwise provided in this Agreement, either Party may terminate this Agreement upon thirty (30) days written notice. If this Agreement is so 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.

13) Termination for Public Convenience. The DISTRICT or the COUNTY 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 the DISTRICT or the COUNTY.

14) Confidentiality. If the receiving Party receives a request from a third party for materials provided by the other Party that are marked Confidential, the receiving Party shall promptly notify the disclosing Party in writing of such request, and if the receiving Party in good faith believes it is obligated to disclose the requested Confidential Information, the disclosing Party shall be given prompt opportunity to seek judicial protection of such Confidential Information. If, in the absence of receiving notice of a protective order or waiver within ten (10) days of the date of sending the notice of the request, the receiving Party is compelled, in the opinion of

the receiving Party's counsel, to disclose any Confidential Information after applying all relevant exemptions from disclosure allowed under law, the receiving Party may make such disclosure.

15) Governing Law and Venue. This Agreement shall be governed by the laws of the State of Washington. Each Party hereto, in its performance of this Agreement, agrees to comply with all applicable local, state, and federal laws and ordinances. The Lewis COUNTY Superior Court shall be the sole proper venue for any and all suits brought to enforce or interpret the provisions of this Agreement.

16) Entire Agreement; Amendments. This Agreement constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements or understandings among the Parties with respect thereto. This Agreement may be amended only by an agreement in writing signed by the Parties.

17) Mutual Negotiation and Construction. This Agreement and each of the terms and provisions hereof are deemed to have been explicitly negotiated between, and mutually drafted by, the Parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly construed for or against either Party.

18) Headings. The captions and section headings hereof are inserted for convenience purposes only and shall not be deemed to limit or expand the meaning of any section.

19) Severability. Should any part, term, or provision of this Agreement be determined to be invalid, the remainder of this Agreement shall not be affected, and the same shall continue in full force and effect.

20) Survivability. All provisions of this Agreement regarding indemnification, representations, warranties, confidentiality, and any other provisions that by their nature are intended to survive termination of this Agreement shall survive after its termination or expiration.

21) Authorization. Each Party hereby represents and warrants to the other that it is duly authorized to enter into and carry out the terms of this Agreement. And, each natural person executing this Agreement on behalf of a party herein which is an artificial person represents, warrants, and covenants that (a) such natural person is duly authorized to execute and deliver this Agreement on behalf of such artificial person in accordance with authority granted under the organizational documents of such artificial person, and (b) such artificial person is bound under the terms of this Agreement.

22) Counterparts. This Agreement may be executed in counterparts, which together shall constitute a single agreement.

23) Any recitals above, if any, shall not be interpreted as mere recitals; rather, they shall be incorporated into this Agreement as operative parts thereof.

24) Public Records Act. The DISTRICT shall assist the COUNTY to fulfill all of the COUNTY 's obligations under the Washington Public Records Act (chapter 42.56 of the Revised Code of Washington).

- a) DISTRICT recognizes that under that Act, the COUNTY has a duty to provide third parties with access to all documents (defined broadly) "containing information relating to the conduct of government" and that this obligation extends to documents in the sole possession of DISTRICT used by it and/or by the COUNTY for purposes relating to this Agreement.
- b) In the event that the COUNTY notifies the DISTRICT that it has received a demand for one or more documents which the COUNTY has not been able to locate in its files, and that the COUNTY is obliged to release those documents pursuant to the Public Records Act, then, if those documents (or any of them) are in District's possession, DISTRICT shall provide copies of those documents to the COUNTY within five business days; or, within five business days, DISTRICT shall notify the COUNTY of when, acting with all reasonable haste, DISTRICT will be able to provide the COUNTY with copies of those documents. DISTRICT then shall actually provide copies of those documents to the COUNTY by such date.
- c) In the event that DISTRICT fails to fulfill its obligations pursuant to this section, and due in whole or in part to such failure a court of competent jurisdiction imposes a penalty upon the COUNTY for violation of the Public Records Act, DISTRICT shall indemnify the COUNTY for that penalty, as well as for all costs and attorney fees incurred by the COUNTY in the litigation giving rise to such penalty.
- d) The obligations created by this section shall survive the termination of this Agreement.

25) This Agreement does not violate any known federal or state statute, rule, regulation, or common law. However, any provision that is found to be invalid or in violation of any statute, rule, regulation, or common law shall be considered null and void, with the remaining provisions remaining viable and in effect. Similarly, should this Agreement not be determined to be a valid interlocal agreement pursuant to RCW 39.34, it shall remain in full force and effect as an agreement between the parties with sufficient consideration.

26) Should any legal proceeding be commenced between or by the Parties concerning or related to this Agreement or the rights and duties of either in relation to this Agreement, the Party prevailing in such proceeding shall be entitled, in addition to such other relief as may be

granted, to a reasonable sum as and for such Party's reasonable attorneys' fees, expenses, and costs actually incurred and paid.

27) Time is of the essence. Time is of the essence for all terms, conditions, obligations, and duties set forth or referred to in this agreement.

IN WITNESS WHEREOF, the PARTIES hereto have caused this Agreement to be executed as of the date first written above

_____	Date	_____	Date
Lewis Conservation District		Mindy Brooks	
		Director of Community Development	
		Lewis County	
		APPROVED AS TO FORM:	
		Jonathan L. Meyer, Prosecuting	
		Attorney	
		_____	_____
		By: Civil Deputy	Date

APPENDIX A STATEMENT OF WORK

The DISTRICT will be the entity responsible for administering the VSP funds and coordinating with the VSP watershed group, under RCW 36.70A.715(l)(b).

The primary goals of this statement of work are to:

- 1) Organize, convene and maintain a watershed group. This includes providing necessary staff support and facilitation for the watershed group. Assist the watershed group in the implementation of the approved VSP work plan.
- 2) Implement the VSP work plan. Implement the requirements of the VSP and RCW 36.70A.700-760. Implementation includes:
 - a) Ensure outreach and technical assistance is provided to agricultural operators;
 - b) Designate the entity or entities that will provide technical assistance;
 - c) Work with the entity providing technical assistance to ensure that individual stewardship plans contribute to the goals and benchmarks of the work plan;
 - d) 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;
 - e) Submit reports to the COUNTY as required by RCW 36.70A.720 (2) (c)(i); and
 - f) Satisfy any other requirement of RCW 36.70A.700-760.

Task 1: VSP Management and Administration

- 1) The DISTRICT will manage and administer all aspects of the work described in this Statement of Work. The DISTRICT will work closely with the COUNTY to ensure full compliance with the requirements and intent of the VSP. Responsibilities will include but not be limited to: (1) submittal of vouchers and invoices; (2) maintenance of records; (3) preparation of progress reports; (4) compliance with applicable procurement and contracting procedures and laws; (5) compliance with requirements of this Agreement.
- 2) The DISTRICT will ensure that every effort is made to maintain effective communication between the VSP watershed group, the COUNTY, local stakeholders, and participating state and federal agency personnel.

Deliverables:

- 1) Timely submission of all required performance items such as vouchers, fiscal records and reports to WSCC and the COUNTY.
- 2) Carbon copies of all reimbursement submittals to WSCC to the COUNTY.
- 3) The DISTRICT will provide a yearly report to update the COUNTY on work completed during the pervious year and an overview of pending projects.

Task 2: Watershed Group Organization and Facilitation

- 1) The DISTRICT will organize members of a VSP watershed group with representatives from a variety of stakeholder groups including but not limited to tribes, environmental groups, and agriculture.
- 2) The DISTRICT will develop and maintain meeting bylaws and procedures.
- 3) The DISTRICT will provide facilitation (either in-house or consultant) for VSP watershed group meetings.

Deliverables:

- 1) Organization of a vetted VSP watershed group comprised of a broad representation of key watershed stakeholders and, at a minimum, representatives of agricultural and environmental groups and tribes that agree to participate. The DISTRICT will encourage existing lead entities, watershed planning units, or other integrating organizations to serve as the watershed group.
- 2) Establish current, well-developed meeting bylaws and procedures.
- 4) Facilitation of meetings and other actions of VSP Watershed Group including communications, agendas, minutes, etc. The DISTRICT will provide carbon copies of all watershed group meeting notes to the COUNTY.
- 3) Meetings, as necessary, for the implementation of the COUNTY VSP work plan, of VSP watershed group voting members and interested public.

Task 3: Facilitate VSP Work Plan Implementation

- 1) Create an Implementation Budget and deliver it to the COUNTY within 120 days of the signing of this Agreement, and any budget revisions approved by the VSP watershed group shall also be provided to the COUNTY in a timely manner.

- 2) The DISTRICT will facilitate and assist the VSP watershed group which will implement the approved VSP Work Plan as per RCW 36.70A.720. In implementing the approved work plan, the VSP watershed group will:
 - a) Identify critical areas and agricultural activities within those critical areas.
 - b) Identify a public outreach plan to contact landowners.
 - c) Identify and designate entity(ies) to provide landowner assistance (voluntary stewardship plans). RCW 36.70A.720(1)(t).
 - d) Identify measurable programmatic and implementation goals and benchmarks.
- 3) Review and incorporate applicable water quality, watershed management, farmland protection, and required species recovery data and plans. RCW 36.70A.720 (!)(a).
- 4) Seek input from tribes, agencies and stakeholders. RCW 36.70A.720 (I)(b).
- 5) Develop goals for participation by agricultural operators conducting commercial and non commercial agricultural activities in the watershed necessary to meet the protection and enhancement benchmarks of the work plan. RCW 36.70A.720(I)(c).
- 6) Ensure outreach and technical assistance is provided to producers and operators in the various watersheds. RCW 36.70A.720(I)(d).
- 7) Create measurable benchmarks that, within ten years after receipt of funding, are designed to result in: (a) the protection of critical areas functions and values; and (b) the enhancement of critical areas functions and values through voluntary, incentive-based measures. RCW 36.70A.720(I)(e).
- 8) Incorporate into the work plan any existing development regulations relied upon to achieve the goals and benchmarks for protection of critical areas. RCW 36.70A.720(I)(h).
- 9) Establish baseline monitoring for:
 - a) Participation and implementation of voluntary stewardship plans and projects;
 - b) Stewardship activities; and
 - c) Effects on critical areas and agriculture relevant to protection and enhancement benchmarks. RCW 36.70A.720(I)(i).
- 10) Develop timeline for periodic evaluations, and adaptive management, and provide written reports of plan status/accomplishments to the COUNTY and the Washington State Conservation Commission.
- 11) Coordinate monitoring programs with other state agency activities.

- 12) Meet any other requirement for the successful implementation of VSP under RCW 36.70A.720.

Deliverables:

- 1) No later than August 30, 2025, provide a written biennial report to the COUNTY and WSCC under RCW 36.70A.720 (c)(i). The biennial report must provide the status of plans and accomplishments of the work plan to the COUNTY and WSCC. The biennial report should include a summary of how plan implementation is affecting each of the following:
 - a) The protection and enhancement of critical areas within the area where agricultural activities are conducted;
 - b) The maintenance and improvement of the long-term viability of agriculture;
 - c) Reducing the conversion of farmland to other uses;
 - d) 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;
 - e) 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;
 - f) 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;
 - g) Ongoing efforts to improve compliance with other laws designed to protect water quality and fish habitat; and
 - h) A description of efforts showing how relying upon voluntary stewardship practices as the primary method of protecting critical areas does not require the cessation of agricultural activities.
- 2) Facilitate and assist the COUNTY watershed group with the development of the five-year status report to the director of the WSCC and COUNTY . At five-year intervals from the date of receipt of funding, each COUNTY watershed group must submit a report to the Director of the Commission and the COUNTY on whether it has met the work plan's protection and enhancement goals and benchmarks. The five-year status report should include a summary of how plan implementation is satisfying the flowing plan elements through VSP implementation:

- a) Develop goals for participation by agricultural operators conducting commercial and non-commercial agricultural activities in the watershed necessary to meet the protection and enhancement benchmarks of the work plan;
- b) Ensure outreach and technical assistance is provided to agricultural operators in the watershed;
- c) 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 the enhancement of critical area functions and values through voluntary, incentive-based measures;
- d) Work with the entity providing technical assistance to ensure that individual stewardship plans contribute to the goals and benchmarks of the work plan;
- e) Incorporate into the work plan any existing development regulations relied upon to achieve the goals and benchmarks for protection;
- f) 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;
- g) 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 (60) days after the end of each biennium;
- h) Assist state agencies in their monitoring programs;
- i) Satisfy any other reporting requirements of the program.
- j) VSP cost-share projects that are funded using any amount of WSCC VSP funds shall be reported in the five-year report under RCW 36.70A.720 (2)(b)(i) and (c)(i).

Task 4: Public Outreach and Technical Assistance

- 1) The DISTRICT will utilize existing outreach tools (e.g. website, promotional materials, etc.) to the extent possible to keep COUNTY landowners and the public informed as to the status and potential requirements that will be addressed in the VSP work plan.
- 2) The DISTRICT will continually encourage public and landowner input to the VSP Work
- 3) Plan implementation process.

- 4) The DISTRICT will develop a webpage for VSP process. This webpage will include program description and goals for public review. It will also include meeting minutes, dates and agendas for future meetings.
- 5) Public informational meetings will be held as needed.
- 6) Additional public outreach will be determined by the watershed group.
- 7) The DISTRICT will provide technical assistance to operators/producers when funding is available.

Deliverables:

- 1) Robust public outreach using existing and/or new outreach tools.
- 2) Develop and maintain webpage for VSP implementation.
- 3) Public information meetings as needed/required.
- 4) Additional public contact to be determined.

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APPENDIX B – BILLING PROCEDURE

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

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

Send invoices to: sccgrants@scc.wa.gov

For billing questions, contact: nboyes@scc.wa.gov; phone: 564-669-3149

Invoices will follow procedures outlined in the most current [Grants and Contract Policy and Procedure Manual](#) (Manual). Invoices for payment are due the 20th of the month. A time summary for staff costs, including compensation or billing rates, shall be attached. Staff time billing is to be based on composite rates submitted to SCC, loaded composite rates are not allowed per the Grants and Contract Procedure Manual. New composite rates must be submitted for staff changes, raises, or new calendar years. 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.

Billing shall follow the Contract Outcomes identified on the Contract A19. Outcome 1 will be all expenses associated with this contract. Subsequent Outcomes 2 and higher will be identified in Amendments for VSP Capital award funds, and will be for awarded capital fund Cost Share or DIP projects.

Payment to the COUNTY for approved and completed work will be made by account transfer by the COMMISSION. Payment will be made to the COUNTY and reference the person identified at the COUNTY in APPENDIX D – RESPONSIBLE INDIVIDUALS. If County Responsible Individual changes, County will submit a revised APPENDIX D to the COMMISSION to the person listed in APPENDIX C - BILLING PROCEDURE herein.

Each invoice submitted to the Commission by the County shall reference this contract number K2618 and clearly identify the items related to performance under this contract. All expenses invoiced shall be supported with copies of receipts or paid invoices. All expenses

will follow the State Administrative & Accounting Manual (SAAM) guidelines and the SCC Grants and Contract Policy and Procedure Manual. Any travel will be at the state per diem rates www.ofm.wa.gov/policy/default.asp. At a minimum, County shall specify and include the following on invoices:

- a. AGENCY Agreement Number K2618
- b. The total invoice charge.
- c. Contract A19, Summary and Detail pages, signed timesheets, copies of subcontractor invoices, and receipts.

Initial request for Payment:

County may incur expenses prior to agreement being fully executed. SCC will not reimburse any expenses until the agreement is fully executed by both parties. County may request reimbursement back to the effective date of the agreement.

Final Request for Payment:

Upon expiration of the Period of Performance, invoices shall be paid only if received within 30 days after the expiration date. If the Period of Performance ends at the end of the Fiscal Year, final invoice is due not later than July 10. Invoices for all work done within a fiscal year must be submitted within 10 days after the end of the fiscal year or WSCC may decline to pay them.
