

POC
COPY
A-2019-62

**INTERAGENCY AGREEMENT
BETWEEN
THE PEND OREILLE COUNTY CONSERVATION DISTRICT
AND
PEND OREILLE COUNTY**

This Agreement is made and entered into by and between the Pend Oreille County Conservation District, hereinafter referred to as "DISTRICT" and Pend Oreille 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 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 Washington State Conservation Commission hereinafter referred to as "WSCC" and the COUNTY for VSP implementation, incorporated herein by reference. The DISTRICT agrees to implement these statutory and contractual requirements of the VSP in the COUNTY.

THEREFORE, IT IS MUTUALLY AGREED THAT:

DEFINITIONS

Terms used throughout this contract are defined below:

"Agreement" shall mean the Contract No. K2019 between the Washington State Conservation Commission ("WSCC") and the County.

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

"COUNTY" shall mean PEND OREILLE 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 PEND OREILLE COUNTY CONSERVATION DISTRICT and shall include all employees of the DISTRICT.

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

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 therein, and set forth in the Attachment "A" which is incorporate 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 July 1, 2019 and be completed by 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.720-755 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 this 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 39.14.130 RCW. The cost of accomplishing the work herein will not exceed \$240,000.00. 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.

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 recovered through submission of an invoice to the COUNTY. No payments in advance of or in anticipation of goods and services to be provided under this Agreement shall be made by the COUNTY.

BILLING PROCEDURES

The DISTRICT shall submit vouchers to the COUNTY on a monthly basis. Invoices shall be submitted to [Jill Shacklett, Financial Manager, Auditor's Office, jshacklett@pendoreille.org]. An invoice shall be submitted regardless of whether work has been performed on the project. If no work is performed in a month, a "No Activity" invoice shall be submitted. 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 DISTRICT for review. A copy of any contractor invoices, or other receipts will be attached to the billing.

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 need to be submitted along with backup for all the charges requested for reimbursement.

ELIGIBLE COSTS

The following are the costs that may be billed to the COUNTY under this Agreement:

- Salaries and benefits of DISTRICT employees;
- Overhead of the DISTRICT up to an amount not to exceed 20% of the DISTRICT'S salaries and benefits recovered under this Agreement;
- The DISTRICT'S travel expenses in performing services under this Agreement as allowed by state law. Travel and expenses paid directly to work group 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.
- The DISTRICT'S payments, if any, to consultants, to prepare reports, studies and/or research. Consultant services shall conform to ordinary billing rates and overhead multipliers for the type and location of the services.
- Copy and printing costs.
- Equipment purchases will be considered on a case by case basis. These costs need to be directly related to the activities of the work group and the implementation of the VSP. The purchase will need to be approved in writing by the WSCC prior to the costs being incurred, or the costs will not be reimbursed. Equipment may include, but is not limited to, computers, data base software, and GIS software.

COST-SHARE PROGRAMS

Both the COUNTY and DISTRICT agree and understand if a cost-share program is offered as part of VSP implementation, in order to achieve the goals and objectives of the county work plan and RCW Chapter 36.70A, WSCC cost-share policies and procedures as the entity providing the funding shall be abided by.

Both the COUNTY and DISTRICT agree if a cost-share program is offered utilizing WSCC funding, the COUNTY and the DISTRICT agree to receive training regarding WSCC cost-share policies and procedures, from WSCC staff, *prior* to using VSP funds for a cost-share program. If cost share funding is provided without WSCC training on the use of cost share funding, there is no guarantee that reimbursement for the cost share will occur.

FORM OF PAYMENT

Payments to the DISTRICT for approved and completed work will be made by the COUNTY within 15 days of receipt of an invoice. Payment will be made to the Pend Oreille County Conservation District at PO Box 465, Newport, WA 99156. Request for final payment for compensation must be submitted no later than June 25, 2021. Failure to comply with this deadline may result in denial of payment of such invoice.

REPORTING REQUIREMENTS

Reports are due quarterly for this Agreement.

- July 10, 2019
- October 10, 2019
- January 10, 2020
- April 10, 2020
- July 10, 2020
- October 10, 2020
- January 10, 2021
- April 10, 2021
- July 10, 2021

An update to the Board of County Commissioners will be required at the conclusion of each quarter either in person or in a written format as approved by the Board.

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

NOTE: The DISTRICT will complete quarterly reporting on behalf of the COUNTY.

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

- a. Terminate this Agreement with thirty (30) days advance notice. If this Agreement is terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.
- b. Renegotiate the terms of the Agreement under those new funding limitations and conditions,
- c. After a review of project expenditures and deliverable status, extend the end date of this Agreement and postpone deliverables or portions of deliverables, or
- d. Pursue such other alternative as the parties mutually agree to in writing.

FUNDING AVAILABLE

Funding provided by the legislative appropriation for the work herein will not exceed \$240,000.00. 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 Agreement.

ASSIGNMENT

The DISTRICT may assign or delegate work to be completed under this Agreement to an agent only 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.

THIRD PARTY BENEFICIARY

Both COUNTY and the DISTRICT agree that they intend for the WSCC to be a third party beneficiary of this agreement. The parties agree that this agreement implements the VSP, in whole or in part, under the COUNTY'S

agreement with the WSCC and so obligations under this agreement run directly to the WSCC as a third party beneficiary.

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:

NAME: David Marcell
TITLE: District Manager
MAIL ADDRESS: PO BOX 465/ 121 N. Washington Avenue
CITY, STATE ZIP: Newport, WA 99156
PHONE: 509-447-1155
EMAIL: davidm@pocd.org

The Agreement Manager for the COUNTY is:

NAME: Greg Snow
TITLE: Community Development Director
MAIL ADDRESS: PO Box 5066/418 S. Scott Avenue
CITY, STATE ZIP: Newport, WA 99156
PHONE: 509-447-4821
EMAIL: gsnow@pendoreille.org

TERMINATION

The DISTRICT may terminate this Agreement upon thirty (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 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.

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 Agreement, any dispute arising under this agreement shall be decided in the following manner: By the Agreement Manager or other designated officials 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 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 Pend Oreille County. Except as otherwise provided in this Agreement, in the event of litigation or other action brought to enforce agreement 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 projects 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 the 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 party to this Agreement.

INELIGIBILITY

If federal funds are the basis for this Agreement, 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 agreement 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 and local government purposes. Where federal funding is involved, the federal government may have proprietary interest in patent rights to any inventions developed by the DISTRICT as provided in 35 U.S.C. 200-12.

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 other data, in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to the COUNTY.

PROPERTY MANAGEMENT

The COUNTY'S property management policies or applicable state law, 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), regulation(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 materials relevant to this Agreement will be retained for six years after expiration and the Office of 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 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 chapter 36.70A RCW, 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 contain the entire integrated agreement of the parties. The agreement may be changed, modified or amended only by written agreement executed by both parties.

**INTERAGENCY AGREEMENT
BETWEEN
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AND
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Attachment A

SCOPE OF WORK

The DISTRICT is contracting with the COUNTY to assist the COUNTY in the performance of the COUNTY'S obligation under the COUNTY'S agreement with the WSCC, contract no. k2019, to and implement the COUNTY'S VSP work plan.

The primary goals of the proposed scope of work are to:

1. Organize, convene, and maintain a work group. This includes providing necessary staff support and facilitation for the work group. Assist the work 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 five-year reports as required by RCW 36.70A.720 (2)(b)(i) and (2) (c)(i), and
 - f) Satisfy any other requirement of RCW 36.70A.70.700-.760.

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 every effort is made to maintain effective communication between the VSP work group, the COUNTY, 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. Timely signature of a funding agreement with the COUNTY.
5. Provide a quarterly status report to the COUNTY in a form and manner prescribed by the COUNTY, and deemed reasonable by DISTRICT staff.

Task 2: Work Group Organization and Facilitation

- A. The DISTRICT will organize members of a VSP work group with representatives from a variety of stakeholder groups including but not limited to tribes, environmental groups, and agriculture.
- B. The DISTRICT will develop and/or maintain meeting bylaws/rules/policies.
- C. The DISTRICT will provide facilitation (either in-house or consultant) for VSP work group meetings.

Deliverables:

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

Task 3: Facilitate VSP Work Plan Implementation

- A. The DISTRICT will facilitate and assist the VSP work group which will implement the approved VSP Work Plan as per RCW 36.70A.720. In implementing the approved work plan, the VSP work group will:
1. Identify critical areas and agricultural activities within those critical areas.
 2. Identify a public outreach plan to contact landowners.
 3. Identify and designate entity(ies) to provide landowner assistance (voluntary stewardship plans) RCW 36.70A.720 (1)(f).
 4. Identify measurable programmatic and implementation goals and benchmarks.

- B. Review and incorporate applicable water quality, watershed management, farmland protection, and required species recovery data and plans. RCW 36.70A.720 (1)(a).
- C. Seek input from tribes, agencies and stakeholders. RCW 36.70A.720 (1)(b).
- D. 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. RCW 36.70A.720 (1)(c).
- E. Ensure outreach and technical assistance is provided to producers and operators in the various watersheds. RCW 36.70A.720 (1)(d).
- F. 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. RCW36.70A.720 (1)(e).
- G. 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 (h).
- H. Establish baseline monitoring for:
 - 1. Participation and implementation of voluntary stewardship plans and projects
 - 2. Stewardship activities, and
 - 3. Effects on critical areas and agriculture relevant to protection and enhancement benchmarks. RCW 36.70A.720 (1)(i).
- I. Develop timeline for periodic evaluations, adaptive management, and provide written reports of plan status/accomplishments to the COUNTY and the Washington State Conservation Commission.
- J. Coordinate monitoring programs with other state agency activities.
- K. Meet any other requirement for the successful implementation of VSP in RCW 36.70A.720.

Deliverables:

- 1. No later than August 30, 2019, provide a written biennial report to the COUNTY and COMMISSION under RCW 36.70A.720 (2)(b)(i) and (c)(i). The biennial report must provide the status of plans and accomplishments of the work plan to the COUNTY and COMMISSION. 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 and does not require the cessation of agricultural activities.

2. Facilitate and assist the county work group with the development of the five year status report to the director of the COMMISSION and COUNTY. At five year intervals from the date of receipt of funding, each county work 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 following plan elements through VSP implementation:

- a) 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;
- 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 (ii) 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 days after the end of each biennium;
- h) Assist state agencies in their monitoring programs; and
- i) Satisfy any other reporting requirements of the program.
- j) 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).

Task 4: Public Outreach and Technical Assistance

- A. The DISTRICT will utilize existing outreach tools (e.g. the DISTRICT's newsletter) 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.
- B. The DISTRICT will continually encourage public and landowner input into the VSP Work Plan implementation process.
- C. The DISTRICT will develop a webpage for VSP process. This webpage will include program description, goals, and products for public review. It will also include meeting minutes, dates and agendas for future meetings.
- D. Public informational meetings will be held as needed.

- E. Additional public outreach will be determined by the work group.
- F. 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.

**INTERAGENCY AGREEMENT
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Attachment B

BUDGET

FY20-21 VSP Implementation Budget						
Funding For:	Task / Deliverables	Units	Rate	FY2020	FY2021	Biennium Totals
Pend Oreille CD	Education and Outreach (program advertising)	0.2	\$ 52,500.00	\$10,500.00	\$10,500.00	\$21,000.00
	Technical Assistance (landowner site visits)	0.2	\$ 52,500.00	\$10,500.00	\$10,500.00	\$21,000.00
	Monitoring, Reporting and Adaptive Management work.	0.2	\$ 71,250.00	\$14,250.00	\$14,250.00	\$28,500.00
	VSP/Work Group Coordination and Admin work	0.2	\$ 71,250.00	\$14,250.00	\$14,250.00	\$28,500.00
	Overhead @ 20%	0.2	\$ 49,500.00	\$9,900.00	\$9,900.00	\$19,800.00
	Technical Assistance Site Visit Travel	10000	\$ 0.58	\$5,800.00	\$5,800.00	\$11,600.00
	Implementation advertising and supplies	-	-	\$7,100.00	\$7,100.00	\$14,200.00
PO County	Comm. Development Staff outreach & work group support	0.05	\$ 75,000.00	\$3,750.00	\$3,750.00	\$7,500.00
	Admin & Finance	0.05	\$ 60,000.00	\$3,000.00	\$3,000.00	\$6,000.00
	Overhead @ 20%	0.2	\$ 8,100.00	\$1,350.00	\$1,350.00	\$2,700.00
Land Owner	VSP Project Implementation Cost Share Funds - 33% of total budget	-	-	\$39,600.00	\$39,600.00	\$79,200.00
	TOTAL	1.5	-	\$120,000.00	\$120,000.00	\$240,000.00