

OKANOGAN COUNTY COMMISSIONERS

RESOLUTION 80 - 2023

A resolution affirming the decision by the Okanogan Board of County Commissioners as adopted by resolution 126-2015 to opt-in to the Voluntary Stewardship Program and designating Okanogan County Planning and Community Development to administer the program.

WHEREAS: Chapter 360, Laws of 2011 established the Voluntary Stewardship Program (VSP) as an alternative approach for counties to protect critical areas on agricultural lands, and

WHEREAS: On November 26, 2011 a memorandum was prepared transmitting a recommendation from the VSP Advisory Group to the Okanogan Board of County Commissioners (BOCC) recommending the County opt-in to the VSP on a county-wide basis and that a 7-member work group, with specific requirements for membership, be appointed for WRIA 48 and WRIA 49, and

WHEREAS: On January 9, 2012 the BOCC adopted Resolution 10-2012 electing to opt-in to the Voluntary Stewardship Program, and

WHEREAS: On November 2, 2015 the BOCC received a letter dated October 23, 2015 from the State of Washington Conservation Commission notifying them that the Washington State Legislature had funded the VSP, and

WHEREAS: On December 22, 2015 the BOCC adopted Resolution 126-2015 reaffirming the decision to opt-in to the Voluntary Stewardship Program, and

WHEREAS: On June 8, 2023 Okanogan County received a letter from the State of Washington Conservation Commission notifying of continued implementation of the Voluntary Stewardship Program into the next biennium (2023-25), and

WHEREAS: RCW 36.70A.715 requires that when the commission makes funds available to a county that has made the election provided in RCW 36.70A.710(1), the county must within sixty days:

1. (a) Acknowledge the receipt of funds; and
(b) Designate a watershed group and an entity to administer funds for each watershed for which funding has been provided.
2. A county must confer with tribes and interested stakeholders before designating or establishing a watershed group.
3. The watershed group must include broad representation of key watershed stakeholders and, at a minimum, representatives of agricultural and environmental groups and tribes that agree to participate. The county should encourage existing lead entities, watershed planning units, or other integrating organizations to serve as the watershed group.
4. The county may designate itself, a tribe, or another entity to coordinate the local watershed group.

WHEREAS: The BOCC elects to prepare a VSP throughout all of Okanogan County, and

WHEREAS: Water Resource Inventory Areas (WRIA's) 48 and 49 are within the boundaries of Okanogan County and are very distinctive from each other in terms of hydrology and the nature and scope of agricultural activities, and

WHEREAS: The BOCC believes the VSP should encompass all of Okanogan County with representation on the work group from both WRIA 48 and WRIA 49, and

WHEREAS: The BOCC believes the County should administer the VSP and assigns the project to the Planning and Community Development Department, and

WHEREAS: The Farm Bureau, Cattleman's Association, and Horticultural Association have all offered input supporting the decision that Okanogan County move ahead with the VSP, be it therefore

RESOLVED: The Okanogan Board of County Commissioners elects to remain in the Voluntary Stewardship Program, provided adequate funding is provided by the legislature, and designates the Director of the Okanogan County Department of Planning and Community Development to act as administrator of the program, and be it further

RESOLVED: The Okanogan Board of County Commissioners approves the attached agreement with the Washington State Conservation Commission as amended, predicated on the legislature's appropriation of funding for the first two years of the program, and be it further

RESOLVED: The Okanogan Board of County Commissioners appoints the following 9-member work group (11 members if the invited tribes accept) consisting of the following representatives, to be chosen by the respective organization or by the BOCC where designated:

1. Okanogan County Farm Bureau
2. Okanogan County Cattleman Association
3. Okanogan County Horticultural Association
4. Environmental Group (BOCC Appt/County-wide)
5. Watershed Planning Unit (BOCC Appt/County-wide)
6. At large Commissioner Dist 1 (BOCC Appt)
7. At large Commissioner Dist 2 (BOCC Appt)
8. At large Commissioner Dist 3 (BOCC Appt)
9. At large member (BOCC Appt/County-wide)
10. Colville Confederated Tribe (invited)
11. Yakima Indian Nation (invited)

DATED at Okanogan, Washington this 10th day of July 2023.

ATTEST:


Laleña Johns, CMC, Clerk of the Board




**BOARD OF COUNTY COMMISSIONERS
OKANOGAN, WASHINGTON**


Chris Branch, Chairman

APPROVED AS TO FORM:

Chief Civil Deputy


Andy Hover, Vice-Chair


Jon Neal, Member

Interlocal Agreement
between
Okanogan Conservation District
and
Okanogan County Department of Planning and Development

This Agreement is made and entered into between the Okanogan Conservation District (Okanogan CD) and the Okanogan County Department of Planning and Development (OCP&D).

WHEREAS, Okanogan CD and OCP&D have jurisdiction to enter into this agreement as provided in RCW Chapter 89.08 (Conservation Districts Act), RCW Chapter 36.70 (Planning Enabling Act), and RCW Chapter 39.34 (Interlocal Cooperation Act); and

WHEREAS, Okanogan County opted into the Voluntary Stewardship Program as authorized by RCW 36.70A.700 and subsequently received funding through a contract with the Washington State Conservation commission..

WHEREAS, Okanogan County appointed a work group to create a work plan in accordance with the requirements of the program.

WHEREAS, the VSP work group prepared the Okanogan County VSP Work Plan which was approved by the Washington State Conservation Commission.

WHEREAS, the VSP work group selected the Okanogan Conservation District as the lead entity for technical implementation and outreach of the Okanogan County VSP Work Plan.

NOW, THEREFORE, in consideration of the mutual benefits to be derived from this agreement, Okanogan CD and OCP&D agree as follows.

1. Funding for Voluntary Stewardship Plan Implementation: The Okanogan CD shall assist OCP&D and the VSP work group with the implementation of the Okanogan County VSP workplan as described in attachment A Scope of work.
2. Eligible expenses: As described in the budget in Attachment B to this agreement.

3. Payments: Okanogan CD shall bill monthly for expenses incurred under this agreement. Each payment request must accompany a reporting of activities completed. Okanogan Conservation District shall provide the bill to Okanogan County by the 5th of each month in order for timely submittal to the Conservation Commission for reimbursement.
4. Coordinated Effort: Okanogan CD and OCP&D will coordinate activities and budgeting to ensure work products are meeting expectations of the Okanogan County Voluntary Stewardship Program Workgroup.
5. Termination: Either party may terminate this agreement by giving the other written notice by e-mail or mail, at least 30 days in advance of termination date, to the appropriate address as noted below. Termination of this agreement under this section becomes effective 30 days following the date of delivery of the written notice, or later as mutually agreed by the parties, Notices are to be sent to:

Okanogan Conservation District
1251 S 2nd Ave, Rm 102
Okanogan, WA 98840
craig@okanogancd.org

Okanogan County Planning & Development
123 5th Ave. North, suite 130
Okanogan, WA 98840
ahubbard@co.okanogan.wa.us

6. Records Maintenance: OCP&D and Okanogan CD shall each maintain books, records, documents, and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein and agrees to make the same available for inspection as needed during usual business hours. All work products to include but not be limited to documents, maps, charts, graphs, and mailing lists created as a result of this agreement is the property of Okanogan County. Nothing in this agreement prohibits Okanogan CD from retaining copies of all work products.
7. INDEMNIFICATION. The County and the District shall defend, indemnify and hold each other harmless from and against any and all claims, demands, losses and liabilities to or by third parties arising from, resulting from, or connected with, services performed or to be performed under

this contract to the fullest extent permitted by law whether arising from contract liability(ies) or otherwise.

This mutual duty to indemnify shall not apply to liability from damages arising out of bodily injury to persons or damages to the property caused by, or resulting from, the sole negligence of either the County or the District, or their respective officers, agents, and employees.

This mutual duty to indemnify for liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of either the County's or the District's agents or employees, subcontractors and suppliers, shall apply only to the extent of negligence of the damages caused by or resulting from the concurrent negligence of the County's or the District's agents, employees, subcontractors and suppliers.

The County and the District specifically and expressly waive any immunity that may be granted under the Washington State Industrial Act, Title 51, RCW. Further, the indemnification obligation under this Contract shall not be limited in any way by any limitation on the amount of type of damages, compensation, benefits payable to or by any third party under Worker's Compensation Acts, Disability Benefits Acts, or other employee benefit acts.

This mutual duty to defend, indemnify, and hold harmless shall include all related costs, reasonable attorney fees, court costs and related expenses asserted against or incurred by either party, or their officers, agents and employees.

The parties hereby certify that these indemnification provisions were mutually negotiated and agreed to by the parties.

8. Agreement Alterations and Amendments: OCP&D and Okanogan CD may mutually amend this agreement. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind OCP&D and Okanogan CD.
9. All Writings Contained Herein: This Agreement contains all the terms and conditions agreed upon by the parties relative to staff sharing. No other

understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties hereto.

10. Third party beneficiary: The State of Washington is an express third-party beneficiary with full rights as such.

11. Governance: This agreement is entered into pursuant to and under the authority granted conservation districts by RCW 89.08.220(9) (Conservation Districts), RCW Chapter 36.70 (Planning Enabling Act) and by RCW 39.34 (the Interlocal Cooperation Act). The provisions of this agreement shall be construed to conform to those laws. 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; and
- b. Any other provisions of the agreement, including materials incorporated by reference.

12. Effective Date: The effective date of this agreement is July 1, 2023, and will expire June 30, 2025 or when replaced or superseded unless terminated earlier at the written election of either party.

Okanogan Conservation District


By Craig Nelson, Executive Director

7/14/2023
Date

Okanogan County Board of County Commissioners


By Chris Branch, Chairman

7-10-2023
Date

Attest: 
Lalena Johns, Clerk of the Board



ILA Okanogan County and Okanogan CD

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Interlocal Agreement
between
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and
Okanogan County Department of Planning and Development
Attachment A

The scope of work to be performed by the Okanogan Conservation District includes:

- 1) Conduct outreach to agricultural producers to inform them of the program, encourage participation, and respond to inquiries about the program.
 - a. District staff will develop and produce promotional and informational material to be distributed at community and industry meetings.
 - b. District staff will develop and distribute media releases regarding the program.
 - c. District staff will update and maintain current information about the program on the District web-site and Facebook page.
 - d. District staff will attend producer meetings, such as the Okanogan Horticultural Association and Okanogan County Cattleman's meetings.
- 2) Distribute and record completed VSP Stewardship Checklists and provide technical assistance to landowners as needed to complete stewardship checklists.
 - a. District staff will track completed VSP Stewardship Checklists.
 - b. District staff will meet with individual agricultural producers to assist them as necessary to complete their VSP Stewardship Checklists.
 - c. District staff will work with individual agricultural producers to develop individual Stewardship Plans as requested.
- 3) Assist the Okanogan County VSP Workgroup with reviewing indicators to determine whether outreach plan and stewardship goals and objectives are translating to protection and enhancement of critical area functions and values at the watershed scale.
- 4) District staff will develop and host meetings of the Okanogan County VSP Workgroup once per quarter to inform and update the members on stewardship goals indicators. OCP&D will advertise meeting materials in accordance with OPMA.
- 5) Assist the Okanogan County VSP Workgroup with adjusting work plan based upon adaptive management triggers in the Workplan.

- 6) Work with state Technical Panel representatives to refine the VSP monitoring plan and conduct monitoring activities.
- 7) Provide technical assistance to agricultural producers to plan conservation projects that improve critical areas.
- 8) Pursue or identify financial or technical assistance programs that improve adoption of conservation projects.
- 9) Administer a cost share program with VSP funds as dictated by the VSP Work Group and in accordance with Okanogan CD and Washington State Conservation Commission policies.
- 10) Prepare quarterly and other scheduled progress reports to the Washington State Conservation Commission. Submit monthly progress reports to the OCP&D.
- 11) Conduct other activities as identified in the Work Plan.
- 12) Okanogan CD may develop subcontracts upon approval from the VSP Work Group and OCP&D.
- 13) Develop monitoring plan by June 30th, 2024.
- 14) Employ, fund and properly train staff as necessary to effectively implement the program.

Okanogan County Planning and Development will:

- 1) Facilitate the appointment of Work Group Members.
- 2) Prepare Work Group meeting minutes and assist in meeting scheduling. Provide the meeting minutes in a timely manner to the workgroup following the quarterly meeting. Advertise meeting material in accordance with OPMA requirements.
- 3) Manage the grant with the Conservation Commission
- 4) Provide the Okanogan CD with an expense and remaining balance summary at the beginning of each budget year (January-December) and when monetary amendments are processed.

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Attachment B

2023 Budget July 1 thru December 31)	\$58,500.00
2024 budget (January 1 through December 31)	\$117,000.00
2025 budget (January 1 through June 30)	\$58,500.00
Total	\$234,000.00

Allocated fiscal year budget is a projection and unspent funds may be available in the following fiscal year, within the time frame of this agreement.