BOARD OF COUNTY COMMISSIONERS
Grant County, Washington

RESOLUTION AUTHORIZING EXECUTION OF INTERGOVERNMENTAL COOPERATION AGREEMENT (INTERLOCAL AGREEMENT) BETWEEN GRANT COUNTY AND THE GRANT COUNTY CONSERVATION DISTRICT FOR VOLUNTARY STEWARDSHIP PROGRAM

RESOLUTION No. 19-065-CC

WHEREAS, Chapter 39.34 RCW, the Interlocal Cooperation Act, permits local governmental entities to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage, for the purposes of providing services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, Grant County, Washington, a political subdivision, and the Grant County Conservation District are vested with authority to enter into an Interlocal agreement pursuant to chapter 39.34 RCW; and

WHEREAS, the Grant County Conservation District services the citizens of Grant County to ensure the long term use of natural resources in an economically, socially and environmental sustainable manner using non-regulatory, voluntary approaches; and

WHEREAS, the Washington State Legislature, through ESHB 1886, created Voluntary Stewardship Program for protection of critical areas in areas of agricultural activities; and

WHEREAS, the Grant County Board of County Commissioners approved Ordinance No. 12-008-CC, An Ordinance Electing to Participate in the Voluntary Stewardship Program (RCW 36.07A.705), identifying and nominating the Esquatzel Coulee (WRIA 36), Lower Crab (WRIA 41), Grand Coulee (WRIA 42), Upper Crab-Wilson (WRIA 43), Moses Coulee (WRIA 44) and Lower Lake Roosevelt (WRIA 53) watersheds as state priority watersheds, and electing to have Grant County proceed with implementation of the requirements of the Voluntary Stewardship Program once the Washington State Legislature provides adequate funding for such activity; and

WHEREAS, the Washington State Legislature provided appropriate levels of funding as required in RCW 36.70A.to allow the county to continue to implement its Voluntary Stewardship Plan by and through this interlocal agreement with the Grant County Conservation District; and

WHEREAS, the Grant County Conservation District has established, maintained, and convenes a Watershed Group to ensure a broad spectrum of interest and input in the implementation of the VSP; and

WHEREAS, the Grant County Conservation District continues to have the technical expertise to lead the Watershed Group; and

WHEREAS, Grant County intends to designate the Grant County Conservation District as the organization that will coordinate the Watershed Group (RCW 36.70A.712); and

NOW, THEREFORE, BE IT RESOLVED, that the attached Intergovernmental Cooperation Agreement, between Grant County and the Grant County Conservation District be executed by and between the aforementioned parties.

PASSED AND ADOPTED this 12th day of August, 2019.

	Yea	Nay	Abstain	**BOARD OF COUNTY COMMISSIONERS GRANT COUNTY, WASHINGTON**
	☑	☐	☐	Tom Taylor, Chair
	☑	☐	☐	Cindy Carter, Vice-Chair
	☑	☐	☐	Richard Stevens, Member

ATTEST:

For

Clerk of the Board

INTERGOVERNMENTAL COOPERATION AGREEMENT
BETWEEN GRANT COUNTY AND GRANT COUNTY CONSERVATION DISTRICT

FOR VOLUNTARY STEWARDSHIP PROGRAM

THIS AGREEMENT is made and entered into this 12th day of August , 2019, between GRANT COUNTY, a political subdivision of the State of Washington, and the GRANT COUNTY CONSERVATION DISTRICT ("the District"), a political subdivision of the State of Washington.

WITNESSETH:

WHEREAS, the Interlocal Cooperation Act, as amended, and codified in chapter 39.34 of the Revised Code of Washington ("RCW"), provides for public agencies to enter into agreements for joint or cooperative action authorized under that chapter;

WHEREAS, the County and the District are public agencies within the meaning of chapter 39.34 RCW;

WHEREAS, chapter 89.08 RCW specifically provides for the District to enter into interlocal agreements;

WHEREAS, the District's mission is to provide leadership, technical, educational and financial assistance to landowners and land users in their utilization and management of natural resources;

WHEREAS, the District serves the citizens of the community (county, state, country) to ensure the long term use of natural resources in an economically, socially and environmentally sustainable manner using non-regulatory, voluntary approaches;

WHEREAS, the Washington State Legislature, through ESHB 1886, created a Voluntary Stewardship Program ("VSP") for protection of critical areas in areas of agricultural activities;

WHEREAS, the Grant County Board of County Commissioners approved Ordinance No. 12-008CC, An Ordinance Electing to Participate in the Voluntary Stewardship Program (RCW 36.70A.705), identifying and nominating the Esquatzel Coulee (WRIA 36), Lower Crab (WRIA 41), Grand Coulee (WRIA 42), Upper Crab-Wilson (WRIA 43), Moses Coulee (WRIA 44) and Lower Lake Roosevelt (WRIA 53) watersheds as state priority watersheds, and electing to have Grant County proceed with implementation of the requirements of the Voluntary Stewardship Program once the Washington State Legislature provides adequate funding for such activity;

WHEREAS, the District has the technical expertise to lead the Watershed Group and complete the watershed plans and desires to do so;

WHEREAS, Grant County intends to designate the District as the organization that will coordinate the Watershed Group (RCW 36.70A.712), after the Washington State Conservation Commission makes funds available to the County.

NOW, THEREFORE, the parties agree as follows:

1. PURPOSE. The purpose of this Agreement is to acknowledge and facilitate the parties' mutual interest in implementing the Voluntary Stewardship Program.

2. ADMINISTRATION. No new separate legal or administrative entity is created to administer the provisions of this Agreement.

   a. The District's point or contact for purposes of this Agreement shall be as follows:

      Marie Lotz, District Manager
      Grant County Conservation District
      1107 S Juniper Drive
      Moses Lake, WA 98837
      Phone: (509) 765-9618

   b. The point of contact for the Grant County shall be as follows:

      Damien Hooper
      Grant County Planning Department
      264 W Division Ave
      PO Box 37
      Ephrata, WA 98823
      Phone: (509) 754-2011 Ext. 2501

3. SCOPE. This agreement contemplates that the District will:
   a. Assume the duties and scope of work contained within the Contract (#K2011) between the Washington State Conservation Commission and Grant County as they relate to the administration of the VSP program.
   b. Contract with Grant County for Washington State Conservation Commission funding in an amount not to exceed $240,000 between July 1, 2019 and June 30, 2021;

c. Lead and facilitate the Watershed Group for the Esquatzel Coulee, Lower Crab, Grand Coulee, Upper Crab-Wilson, Moses Coulee and Lower Lake Roosevelt watersheds as state priority watersheds;
d. Write the Work Plan(s) for the Esquatzel Coulee, Lower Crab, Grand Coulee, Upper Crab-Wilson, Moses Coulee and Lower Lake Roosevelt watersheds as state priority watersheds.

4. COMPENSATION BY THE COUNTY TO THE DISTRICT

a. The District will bill direct the Washington State Conservation Commission for all activities on VSP.

b. The District will send all copies of invoices to the County for their records.

5. DURATION OF AGREEMENT – TERMINATION. This agreement shall remain in force until June 30, 2021. This agreement may be terminated, in writing, by either of the Parties with thirty (30) days written notice.

6. RELATIONSHIP OF THE PARTIES. No agent, employee or representative of the County shall be deemed to be an agent, employee or representative of the District for any purpose, and the employees of the County are not entitled to any of the benefits the District provides to District employees. No agent, employee or representative of the District shall be deemed to be an agent, employee or representative of the County for any purpose, and the employees of the District are not entitled to any of the benefits the County provides to County employees.

7. NON-DELEGATION / NON-ASSIGNMENT. Neither party may delegate the performance of its contractual obligation hereunder to a third party, unless mutually agreed in writing. Neither party may assign this Agreement without the written consent of the other party.

8. COMPLIANCE WITH LEGAL REQUIREMENTS. Each party shall comply with all federal, state and local laws, rules, regulations and ordinances applicable to the performance of this Agreement, including without limitation, all those pertaining to wages and hours, confidentiality, disabilities, and discrimination.

9. HOLD HARMLESS. Each party shall be liable and responsible for the consequences of any negligent or wrongful act or failure to act on the part of itself and its employees. Neither party assumes responsibility to the other party for the consequences of any act or admission of any person, firm or corporation not a party to this agreement.

10. 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 the 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.

11. CHANGES, MODIFICATIONS, AMENDMENTS AND WAIVERS.

a. This Agreement may be changed, modified, amended or waived only by written agreement signed by the parties and adopted by the Grant County Board of Commissioners and the District.

b. Any waiver of a term or condition of this Agreement shall apply only to the specific act, occurrence or omission and shall not constitute a waiver as to any other term or condition or future act, occurrence or omission.

c. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.

12. INTERPRETATION. This Agreement has been submitted to the review of all parties and their counsel, if desired, and it shall be given a fair and reasonable interpretation in accord with its words, without consideration or weight given to its being drafted by any party or its counsel. All words used in the singular shall include the plural; the present tense shall include the future tense; and the masculine gender shall include the feminine and neuter gender.

13. GOVERNING LAW AND VENUE.

    a. This Agreement shall be governed 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 venue of any action brought hereunder shall be in Grant County, Washington.

    b. If any legal action or other proceeding is brought for enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, each party shall pay its own attorney fees incurred in that action or proceeding.

14. ORDER OF PRECEDENCE. 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 federal and state of Washington statutes, regulations, and rules.
    b. Mutually agreed upon written amendments to this Agreement.
    c. This Agreement.
    d. Statement of Work and Budget.
    e. Any other provisions of this Agreement, including materials incorporated by reference.

15. FUNDING AVAILABILITY. Grant County's ability to make payments is contingent on availability of funding. In the event funding from the state is withdrawn, reduced, or limited in any way after the effective date and prior to completion or expiration date of this agreement, Grant County, at its sole discretion, may elect to terminate the Agreement, in whole or part, for convenience or to renegotiate the agreement subject to new funding limitations and conditions. Grant County may also elect to suspend performance of the agreement until Grant County determines the funding insufficiency is resolved. Grant County may exercise any of these options with no notification restrictions.

16. PROPERTY. Unless otherwise specifically agreed by the parties in writing, all property, personal or real, utilized by the parties hereto in the execution of this Agreement shall remain the property of that party initially owning it.

17. TERMINATION FOR CAUSE. If for any reason, either party does not fulfill in a timely manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

18. SEVERABILITY. Any provision of this Agreement, which is prohibited or unenforceable, shall be ineffective to the extent of such prohibition or un-enforceability, without affecting the validity or enforcement of the remaining provisions.

19. RECORDS MAINTENANCE. The parties to this Agreement 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 service(s) described herein. These records shall be subject to inspection, review, or audit by personnel of both parties, other personnel duly authorized by both parties, the Office of the State Auditor, and federal officials so authorized by law.

20. OFFICIAL RECORD-KEEPING. The District will keep the official project records and make them available to the County for record keeping associated with the development and approval of the VSP Work Plan(s).

21. ENTIRE AGREEMENT. This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto. The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement.

22. FILING. Executed copies of this Agreement shall be filed as required by RCW 39.34.040 prior to this Agreement becoming effective.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

GRANT COUNTY CONSERVATION DISTRICT
1107 S Juniper Drive
Moses Lake, WA 98837

By: Dave Stadelman Dated: 8-6-19
Chairman, Board of Supervisors

GRANT COUNTY BOARD OF COMMISSIONERS
PO Box 37
Ephrata, WA 98823

Dated: 8/12/19

Board Chair

Vice Chair

Richard Stevens
Commissioner

ATTEST: For
Clerk of the Board

Approved as to Form:

Deputy Prosecuting Attorney