

**INTERLOCAL AGREEMENT
CITY OF CAMAS AND CLARK COUNTY
JONES CREEK FLOW MONITORING PROJECT**

This Interlocal Agreement (AGREEMENT) between the municipalities is made and executed this 20th day of Jan, 2018 by and between the CITY OF CAMAS, (CITY) and CLARK COUNTY (COUNTY), pursuant to RCW 39.34.080.

WHEREAS, the COUNTY has completed stream flow monitoring in Jones Creek above the CITY water system intake (hereinafter called the "Project") since 2004 as part of its regional monitoring program.

WHEREAS, the CITY foresees the need to acquire Jones Creek stream flow data in the form of daily reports and yearly flow records for a period of at least ten years and does not have in-house resources to complete the Project.

WHEREAS, the County requires funding to continue to implement the Project.

WHEREAS, it is mutually beneficial for the CITY and COUNTY to work cooperatively to complete the Project as generally described in ATTACHMENT A, Project Scope, which is attached hereto and incorporated herein.

NOW THEREFORE it is mutually agreed between the parties hereto as follows:

1. The COUNTY agrees to provide services which will include stream flow project management, field visits, dry season daily flow rate updates, and yearly flow records as described in ATTACHMENT A. The CITY, in consideration of the work described agrees to reimburse COUNTY for all actual costs incurred in executing the Project as set forth herein.
2. Except as otherwise provided herein, any modification to this AGREEMENT must be in the form of a written amendment that is signed by each party. The COUNTY agrees to not exceed the estimated yearly budget amounts described in ATTACHMENT A without first providing an explanation for exceeding the estimated amount and receiving written permission (email acceptable) from the CITY.
3. The CITY agrees to allow the COUNTY to increase the hourly rate for the Natural Resource Specialist III identified in ATTACHMENT A, including salary and benefits, by the lesser of the Consumer Price Index for All Urban Consumers (CPI-U) each year, or the actual labor increase.
4. The CITY agrees to make progress payments to the COUNTY quarterly and at completion of the project based on ATTACHMENT A billing rates for county staff and expenses
5. No liability shall attach to the CITY or the COUNTY by reason of entering into this AGREEMENT except as expressly provided herein. This AGREEMENT is executed for the benefit of the parties and the public generally. This AGREEMENT is not intended and shall not

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be construed as creating any third-party beneficiary. Each party agrees to indemnify, defend and hold harmless the other and all its officers, agents, employees and consultants from and against any and all demands, claims, judgments, awards of damages, costs, losses, or liability, including attorney's fees, for any and all claims for damages or injuries to persons, property or agents of the user which arise from its negligent or intentional acts or omissions. In the event of such claims or lawsuits, each party shall assume all costs of its defense thereof, and shall pay all resulting awards of damages, fees, costs or judgments that may be obtained against it or its officers, consultants, agents, or employees. Further each party has insured against its own liability herein and will promptly notify the other of any material change in such coverage.

6. This AGREEMENT does not establish or create a separate legal or administrative entity or a joint board to accomplish the purposes hereof. The CITY and the COUNTY shall be jointly responsible for administering the performance of this AGREEMENT as provided herein. Any instrumentation or equipment used or acquired by the COUNTY in connection with the performance of this AGREEMENT shall be disposed of by the COUNTY as it shall determine in its discretion.

7. The duration of this AGREEMENT is from date of execution of the AGREEMENT through September 30, 2019 and may be renewed for additional five year periods indefinitely through written concurrence by both the COUNTY and CITY.

8. Either party may terminate this AGREEMENT by providing to the other party 30 days' advance written notice of the date of termination, and by paying in full any balance owing for services rendered to the other as of the date of termination. Written notice shall be deemed given when it is actually received by the other party at the address as set forth with its signature, below.

9. This AGREEMENT shall be deemed to have been executed and delivered within the State of Washington. The rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. Any action or suit brought in connection with this AGREEMENT shall be filed in the Superior Court of Clark County, Washington.


10. The COUNTY shall not sublet or assign any of the services covered under this AGREEMENT without express written consent by the CITY.

11. This AGREEMENT, including ATTACHMENT A, and any future amendments hereto, constitutes the entire agreement between the parties, and supersedes any prior writing or understanding between the parties on the subject matter of the AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the day, month and year first above written.

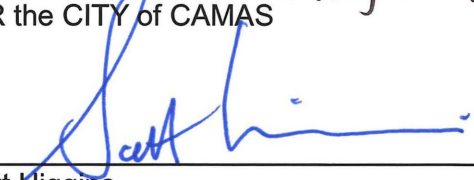
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DATED this 22nd day of December 2014.
FOR CLARK COUNTY



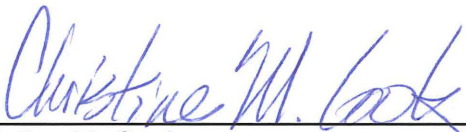
Mark McCauley, Clark County Administrator
1300 Franklin Street
PO Box 9810
Vancouver, WA 98666-9810

DATED this 20th day of January 2014.
FOR the CITY of CAMAS

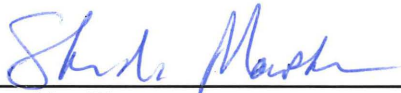


Scott Higgins,
Mayor

Approved as to form only:
Anthony F. Golik,
Clark County Prosecuting Attorney

By: 

Christine M. Cook,
Deputy Prosecuting Attorney

By: 

Shawn MacPherson,
City Attorney

Attachment A
Scope of Work
Jones Creek Flow Monitoring Project

Submitted by:	Clark County Department of Environmental Services 1300 Franklin Street Vancouver, WA, 98666
Proposed Amount:	\$4,120/year services plus equipment replacement costs
Period of Performance:	Yearly
Technical Point of Contact:	Ian Wigger 360-397-2121 x4282 Ian.Wigger@Clark.WA.gov
Business Point of Contact:	Bobbi Trusty 360-397-2121 x5268. e-mail address

SCOPE OF WORK

INTRODUCTION

Background

Clark County Clean Water Program (Clean Water) has been collecting stream flow and rainfall data in several Clark County streams to support its stormwater management program. Jones Creek above the City of Camas (Camas) water intake is one of those sites. Recently, budget constraints have limited Clean Water's ability to continue operation of several gauges including Jones Creek. At the same time, Camas sees an increased need for Jones Creek data as part of regional efforts to manage water resources. This Scope of Work proposes to use Clean Water staffing to continue stream flow monitoring in Jones Creek as a service to Camas.

Project Overview

Camas needs daily flow values for the months of July through October and a flow record for the balance of the year. Clark County will provide this information and continue its monitoring of Jones Creek.

PROJECT SCOPE

Clean Water will perform the following activities:

- 6 (bi-monthly) site visits to maintain the site, calibrate equipment as needed, and perform a discharge measurement.
- Yearly rating curve maintenance and development.
- Calculate 15 minute flow data for each water year.

Clean Water will provide the following deliverables:

- Access to stage via the internet and a stage discharge table.
- Yearly hydrological metrics such as daily mean, minimum, and maximum discharges.
- Yearly flow record at 15 minute interval.

Contingency and Equipment Replacement

- Contingency is included to account for unforeseeable expenses due to changes in the stream channel geometry.
- Camas will reimburse Clark County for replacement equipment.

The following assumptions apply to this project:

- Clean Water equipment and instrumentation are already in place, so no set up costs are incurred other than data logger replacement.
- Clark County staff will have continued access to the Jones Creek gauge at Camas water intake.

ESTIMATED COST

Costs should only be from labor, and are as follows:

Task	Days/Year	Cost/Year
Site maintenance and measurement	5	\$2,600
Rating curve development	1	\$520
Sub-Total	6	\$3,120
Contingency		\$1,000
Equipment Replacement		-
Total annual estimated cost		\$4,120
Data logger upgrade (one time)	labor	\$520
	Equipment	\$1,200

Rate for Natural Resource Specialist III: \$65/hour or \$520/day including salary and benefits.

Equipment replacement will be direct cost plus labor. Estimated to be less than \$500/yr.