

# CLARK COUNTY STAFF REPORT

**DEPARTMENT:** Public Works, Clean Water Division

**DATE:** August 4, 2020

**REQUESTED ACTION:** Authorize the County Manager to execute Interagency Agreement No. C2000179 with the Washington State Department of Ecology to implement Status and Trends Monitoring of Urban Streams in Clark and Cowlitz Counties in the Lower Columbia River Region to meet the Western Washington municipal stormwater permit requirement S8.

Consent    Hearing    County Manager

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## BACKGROUND

Clark County Public Works, Clean Water Division is requesting approval of an Interagency Agreement with the Washington State Department of Ecology to provide regional receiving water quality monitoring. Section S8.3 of the 2019 NPDES Phase I Municipal Stormwater Permit states that Clark County shall prepare to conduct regional urban streams status and trends monitoring in urban and urbanizing areas in Clark and Cowlitz counties.

Clark County has agreed to complete this urban stream monitoring project as a contractor to the Department of Ecology. Ecology will reimburse Clark County a total of \$469,678 through July 31, 2024 to complete all associated project tasks. This monitoring is funded by permit-required contributions from Clark County and the Phase II Municipal Stormwater Permittees in Clark and Cowlitz Counties.

Clark County is required to contribute \$54,496 annually for the project from August 2020 through July 2024. This agreement allows Clark County to recover those costs while acting as Ecology's contractor to complete the project.

The attached agreement shows the associated cost for each task and describes deliverable and target dates under this agreement with Ecology.

## COUNCIL POLICY IMPLICATIONS

This action does not impact council policy. The agreement supports the county's interest in cost-effectively meeting permit requirements and collaborating with other regional stormwater permittees.

## ADMINISTRATIVE POLICY IMPLICATIONS

This submittal neither changes nor creates county policy. It does support the current county program to monitor the health of county streams. The agreement is allowed pursuant to RCW 39.34 – Interlocal Cooperation Act.

## COMMUNITY OUTREACH

Clark County has actively coordinated with the City of Vancouver, City of Battleground, City of Washougal, City of Camas, City of Kelso, City of Longview, Cowlitz County and Washington State Department of Ecology in determining the scope of the Status and Trends Monitoring of Urban Streams in Clark and Cowlitz Counties in the Lower Columbia River Region project. Data generated by the monitoring project will be available to the public and will be utilized in annual reports that are accessible to the public.

**BUDGET IMPLICATIONS**

This submittal and future work are included in the Clean Water Division budget. Ecology will reimburse Clark County \$469,678 for all work using funds contributed by Clark and Cowlitz county municipal stormwater permittees.

YES	NO	
X		Action falls within existing budget capacity.
	X	Action falls within existing budget capacity but requires a change of purpose within existing appropriation
	X	Additional budget capacity is necessary and will be requested at the next supplemental. If YES, please complete the budget impact statement. If YES, this action will be referred to the county council with a recommendation from the county manager.

**BUDGET DETAILS**

Local Fund Dollar Amount	\$469,678
Grant Fund Dollar Amount	N/A
Account	Fund 4420
Company Name	Washington State Department of Ecology

**DISTRIBUTION:**

**Council staff will post all staff reports to the web. <https://www.clark.wa.gov/council-meetings>**

**ATTACHMENTS:** (1) Interagency Agreement with Department of Ecology

*Jeff Schnabel*

Jeff Schnabel  
Interim Clean Water Manager

*Ahmad Qayoumi*

Ahmad Qayoumi, PE  
Public Works Director/County Engineer

*Eva Haney*

Eva Haney, CGFM  
Finance Division Manager

Primary Staff Contact: Jeff Schnabel, Ext. 4583

**APPROVED:** \_\_\_\_\_  
**CLARK COUNTY, WASHINGTON**  
**CLARK COUNTY COUNCIL**

**DATE:** \_\_\_\_\_

**SR#** \_\_\_\_\_



IAA No. C2000179

INTERAGENCY AGREEMENT (IAA)  
BETWEEN  
THE STATE OF WASHINGTON, DEPARTMENT OF ECOLOGY  
AND  
CLARK COUNTY

THIS INTERAGENCY AGREEMENT ("Agreement" or "IAA") is made and entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY," and CLARK COUNTY hereinafter referred to as the "COUNTY" and "CONTRACTOR," pursuant to the authority granted by Chapter 39.34 RCW.

THE PURPOSE OF THIS AGREEMENT is to implement Status and Trends Monitoring of Urban Streams in Clark and Cowlitz Counties in the Lower Columbia River Region to meet the Western Washington municipal stormwater permit requirement S8. This study will provide information about receiving water conditions in the region by completing an annual monitoring program.

WHEREAS, ECOLOGY has legal authority (RCW 90.48 and WAC 173-220) and CLARK COUNTY has legal authority (RCW 39.34) that allows each party to undertake the actions in this agreement.

THEREFORE, IT IS MUTUALLY AGREED THAT:

1) SCOPE OF WORK

The COUNTY shall furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of the work set forth in Appendix A, *Statement of Work and Budget*, attached hereto and incorporated herein.

2) PERIOD OF PERFORMANCE

The period of performance of this IAA shall commence on July 1, 2020, and be completed by July 31, 2024, unless terminated sooner as provided herein. Amendments extending the period of performance, if any, shall be at the sole discretion of ECOLOGY.

3) COMPENSATION

Compensation for the work provided in accordance with this IAA has been established under the terms of RCW 39.34.130 and RCW 39.26.180(3). This is a performance-based agreement, in which payment is based on the successful completion of expected deliverables.

The source of funds for this IAA is General Fund/ Private-Local account for SAM. Both parties agree to comply with all applicable rules and regulations associated with these funds.

The parties have determined that the cost of accomplishing the work identified herein will not exceed \$469,678, including any indirect charges. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree via an amendment to a higher amount. Compensation for services shall be based on the terms and tasks set forth in Appendix A, *Statement of Work and Budget*. ECOLOGY will not make payment until it has reviewed and accepted the completed work.

4) BILLING AND PAYMENT PROCEDURE

Payment requests shall be submitted on state form, Invoice Voucher A19-1A. Invoices shall describe and document to ECOLOGY's satisfaction a description of the work performed, the progress of the work, and related costs. Each invoice voucher shall reference the Agreement (IAA) number and clearly identify those items that relate to performance under this Agreement. Payment will be made within thirty (30) days of submission of a properly completed invoice (form A19-1A) with supportive documentation. All expenses invoiced shall be supported with copies of invoices paid.

Send invoices to:

State of Washington Department of Ecology Water Quality Program Attn: Keunyea Song P.O. Box 47600 Olympia, WA 98504-7600
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Payment requests may be submitted on a quarterly or bi-annual basis. Upon expiration of this Agreement, any claim for payment not already made shall be submitted to ECOLOGY within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

Payment will be issued through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendormapayee-services>. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email [PayeeRegistration@ofm.wa.gov](mailto:PayeeRegistration@ofm.wa.gov).

5) ALTERATIONS AND AMENDMENTS

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.

#### 6) ASSIGNMENT

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

#### 7) ASSURANCES

Parties to this Agreement agree that all activity pursuant to this agreement will be in accordance with all the applicable current federal, state, and local laws, rules, and regulations.

#### 8) CONFORMANCE

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

#### 9) DISPUTES

Parties to this Agreement shall employ every effort to resolve a dispute themselves without resorting to litigation. In the event that a dispute arises under this Agreement that cannot be resolved among the parties, it shall be determined by a Dispute Board in the following manner. Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms, and applicable statutes and rules, and then make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto, unless restricted by law. The cost of resolution will be borne by each party paying its own cost. As an alternative to this process, if state agencies, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control. The parties may mutually agree to a different dispute resolution process.

#### 10) FUNDING AVAILABILITY

ECOLOGYS ability to make payments is contingent on availability of funding. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to completion or expiration date of this Agreement, ECOLOGY, 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. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the CONTRACTOR through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the CONTRACTOR. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the agreement and any amendments.

#### 11) GOVERNING LAW AND VENUE

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. This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

#### 12) INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

#### 13) 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, number C2000179.
- d. Appendix A, *Statement of Work and Budget*.
- f. Any other provisions or term of this Agreement, including materials incorporated by reference or otherwise incorporated.

#### 14) 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 the service(s) described herein. These materials 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, and federal officials so authorized by law. All books, records, documents, and other materials relevant to this Agreement must be retained for six years after expiration of this Agreement. The Office of the 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. Each party will utilize reasonable security procedures and protections for all materials related to this Agreement. All materials are subject to state public disclosure laws.

#### 15) RESPONSIBILITIES OF THE PARTIES

Each party of 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 will be considered the agent of the other party to this Agreement.

#### 16) RIGHTS IN DATA

Unless otherwise provided, data which originates from this Agreement shall be "work made for hire" as defined by the United States Copyright Act, Title 17 U.S.C. section 101 and shall be owned by state of Washington, ECOLOGY. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

#### 17) 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.

#### 18) SUBCONTRACTORS

CONTRACTOR agrees to take complete responsibility for all actions of any Subcontractor used under this Agreement for the performance. When federal funding is involved there will be additional contractor and subcontractor requirements and reporting.

Prior to performance, all subcontractors who will be performing services under this Agreement must be identified, including their name, the nature of services to be performed, address, telephone, WA State Department of Revenue Registration Tax number (UBI), federal tax identification number (TIN), and anticipated dollar value of each subcontract. Provide such information to ECOLOGY's Agreement manager.

**19) TERMINATION FOR CAUSE**

If for any cause, either party does not fulfill in a timely and proper 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 fifteen (15) business days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

**20) TERMINATION FOR CONVENIENCE**

Either party may terminate this Agreement without cause upon thirty (30) calendar day prior written notification to the other party. 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.

**21) 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 written amendment to this Agreement signed by an authorized representative of the parties.

**22) AGREEMENT MANAGEMENT**

The representative for each of the parties shall be responsible for and shall be the contact person for all communications, notifications, and billings questions regarding the performance of this Agreement. The parties agree that if there is a change in representatives that they will promptly notify the other party in writing of such change, such changes do not need an amendment.

The ECOLOGY Representative is:	The CLARK COUNTY Representative is:
Name: Keunyea Song Address: 300 Desmond Dr SE (FedEx) P.O. Box 47600 (USPS) Olympia WA 98504 Phone: 360-407-6158 Email: <a href="mailto:Keunyea.Song@ecv.wa.gov">Keunyea.Song@ecv.wa.gov</a>	Name: Jeff Schnabel Address: Clark County Public Works PO Box 9810 Vancouver, WA 98666-9810 Phone: 564-397-4583 Email: <a href="mailto:Jeff.Schnabel@clark.wa.gov">Jeff.Schnabel@clark.wa.gov</a>

**23) ALL WRITINGS CONTAINED HEREIN**

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.

IN WITNESS WHEREOF, the parties below, having read this Agreement in its entirety, including all attachments, do agree in each and every particular as indicated by their signatures below.

**State of Washington  
Department of Ecology**

**Clark County**

By: \_\_\_\_\_

By: \_\_\_\_\_

Signature Date

Signature Date

Heather R. Bartlett

Print Name: \_\_\_\_\_

Deputy Director

Title: \_\_\_\_\_

Approved as to form only:  
Office of Attorney General

**APPENDIX A  
STATEMENT OF WORK AND BUDGET**

**Project Title: Status and Trends Monitoring of Urban Streams in Clark and Cowlitz Counties in the Lower Columbia River Region**

***Background***

Ecology has identified a need to understand how stormwater runoff is impacting the quality of receiving waters and to what extent management activities are protecting or improving small streams in urban areas. The Lower Columbia Urban Streams project (LCUS) is a status and trends regional monitoring study implemented to fulfill National Pollutant Discharge Elimination System (NPDES) Phase 1 Municipal Stormwater Permit (Permit) monitoring requirements. The study is anticipated to continue through multiple Permit terms.

The study boundaries are the Permit areas in the Lower Columbia River region, including the urban and urbanizing areas of the jurisdictions of Clark and Cowlitz Counties, and the cities of Camas, Longview, Vancouver, Battle Ground, Kelso, and Washougal.

The goal of this project is to characterize selected chemical, biological, and physical attributes of urban streams in Clark and Cowlitz Counties in the Lower Columbia River region, and to assess trends over time. The study objectives are described in detail in *Quality Assurance Project Plan for Status and Trends Monitoring of Urban Streams in Clark and Cowlitz Counties in the Lower Columbia River Region (2020)*. During the period of this IAA, the general objectives are to answer two questions:

- What are the status and trends of water quality and hydrology in surface waters draining subwatersheds primarily within urban and urbanizing areas under the jurisdiction of municipal stormwater NPDES municipal stormwater permittees
- What are the status and trends of in-stream biological health, sediment quality and in-stream/riparian habitat conditions that are primarily within urban and urbanizing areas under the jurisdiction of NPDES municipal stormwater permittees

This work include site selection, evaluation, deployment and maintenance of continuous monitoring sensors, water and sediment quality sampling, stream habitat and biota assessment, data analysis and annual reporting.

**Task 1: Project management – (\$32,328)**

*Includes 10% contingency: \$2,939*

Clark County will manage the project and budget, and coordinate field, laboratory, and reporting tasks. Semi-annual project progress reports will be submitted to ECOLOGY to communicate project status and document work performed. Semi-annual progress reports will also include any decisions or modifications related to the tasks made during team meetings, communications with other permittees, and communications with Ecology as appropriate. Preliminary results or findings to date can also be included. Progress reports and billing packages will typically be delivered in the month following period end (i.e., January and July).

Deliverables and target dates:

- D1.1: Semi-annual progress report; target October 31, 2020
- D1.2: Semi-annual progress report; target January 31, 2021
- D1.3: Semi-annual progress report; target July 31, 2021
- D1.4: Semi-annual progress report; target January 31, 2022
- D1.5: Semi-annual progress report; target July 31, 2022
- D1.6: Semi-annual progress report; target January 31, 2023
- D1.7: Semi-annual progress report; target July 31, 2023
- D1.8: Semi-annual progress report; target January 31, 2024

**Task 2: Station Set Up – (\$109,096)**

*Includes 10% contingency: \$9,918*

Clark County will acquire and install equipment to continuously monitor stream stage and conductivity at five (5) long-term trend stations and thirteen (13) rotating panel status stations during the period of the IAA. Trend stations will also include telemetry equipment. The equipment purchased for this project will be owned, stored, and maintained by Clark County; however, it is understood unused equipment can be borrowed to support future SAM-sponsored studies.

Initial setup to be completed by September 2020 will include the five long-term stations and the initial set of three rotating panel stations. Additional rotating panel stations will be installed prior to October of each year; three each in 2021 and 2022, and four in 2023.

Long-term trend stations will measure conductivity and temperature with a Campbell Scientific CS547A sensor, and stream stage with a CS450 series pressure transducer. The submersible sensor will be interfaced with a CR800 Campbell Scientific data logger that will be connected to a Sierra Wireless RV50 cellular modem to provide access to near real time-data and daily data transmittal.

Rotating panel status stations will measure conductivity and temperature with a Hobo U24 submersible logger, and stage with a vented ONSET level logger HOB0 MX2001. Both loggers will be strategically placed in the stream and data downloaded manually during site visits.

Deliverables and target dates:

- D2.1: Copy of receipt for purchase of two conductivity probes; target August 31, 2020
- D2.2: Confirmation email for equipment installation at five trend monitoring stations; target September 30, 2020
- D2.3: Confirmation email for equipment installation at three status monitoring stations; target September 30, 2020
- D2.4: Confirmation email for equipment installation at three status monitoring stations; target September 30, 2021
- D2.5: Confirmation email for equipment installation at three status monitoring stations; target September 30, 2022

D2.6: Confirmation email for equipment installation at four status monitoring stations; target September 30, 2023

Clark County will attach photographs and site description in the email documenting completed setup of each monitoring station as proof of deliverable.

**Task 3: Continuous Datalogger Operation and Field Data Collection (\$191,402)**

*Includes 10% contingency: \$17,400*

Clark County will operate and maintain continuous monitoring equipment and perform field data collection per the Ecology-approved *Quality Assurance Project Plan for Status and Trends Monitoring of Urban Streams in Clark and Cowlitz Counties in the Lower Columbia River Region (2020)*.

General activities under this task include continuous data logger operation and data retrieval related work, and summer watershed health monitoring related work.

Continuous data loggers will record temperature, conductivity, and stage at 15-minute intervals throughout the project at the trend stations, and for one water year at each status station. Continuous water level data will then be used to calculate several flow metrics that are known to correlate with urbanization and biological condition in streams. All sites will initially be visited monthly for continuous data retrieval and any necessary equipment maintenance. Site visit frequency may be adjusted as needed.

Summer watershed health monitoring will be conducted between July 1 and September 30. Sediment, macroinvertebrate, and habitat data will be collected each year at the trend stations and once at each status station.

Deliverables and target dates:

D3.1: Email for monitoring completeness WY2021, confirming submission of the data collection event (DCE) file for each site compiled by the WHM e-forms and all required data and sample collection; target October 15, 2021

D3.2: Email for monitoring completeness WY2022, confirming submission of the data collection event (DCE) file for each site compiled by the WHM e-forms and all required data and sample collection; target October 15, 2022

D3.3: Email for monitoring completeness WY2023, confirming submission of the data collection event (DCE) file for each site compiled by the WHM e-forms and all required data and sample collection; target October 15, 2023

Continuous data retrieval, any issues related to the data, and maintenance status will be reported in semi-annual progress reports (Task 1 and D.1).

**Task 4: Data Management (\$63,721)**

*Includes 10% contingency: \$5,793*

Clark County will perform data management and submittal per the Ecology-approved *Quality Assurance Project Plan for Status and Trends Monitoring of Urban Streams in Clark and Cowlitz Counties in the Lower Columbia River Region (2020)*.

Clark County will complete QA/QC verification and upload continuous data sets to Aquarius software monthly or bi-monthly. Clark County will upload QC'd continuous datasets to EIM, along with laboratory results for sediment chemistry and macroinvertebrates annually.

Deliverables and target dates:

D4.1: Upload continuous data to Aquarius, and send an excel file with graphs to the project manager; target bi-monthly December 1, 2020 – July 31, 2024.

D4.2: Upload continuous data, sediment chemistry and macroinvertebrate data from sampling water year 2021 to EIM and send the email confirmation to the project manager; target March 31, 2022.

D4.3: Upload continuous data, sediment chemistry and macroinvertebrate data from sampling water year 2022 to EIM and send the email confirmation to the project manager; target March 31, 2023.

D4.4: Upload continuous data, sediment chemistry and macroinvertebrate data from sampling water year 2023 to EIM and send the email confirmation to the project manager; target March 31, 2024.

D4.5: Upload continuous data from partial water year 2024 (thru June 30, 2024) to EIM and send the email confirmation to the project manager; target July 31, 2024.

**Task 5: Data Analysis and Annual Reporting (\$73,131)**

*Includes 10% contingency: \$6,648*

Clark County will perform data analysis and annual reporting per the Ecology-approved *Quality Assurance Project Plan for Status and Trends Monitoring of Urban Streams in Clark and Cowlitz Counties in the Lower Columbia River Region (2020)*.

Data finalization and analysis will take place during Q4 each year beginning in 2021 (following the completion of each sampled water year). Annual reports will be submitted to Ecology during Q1 or Q2 each year beginning in 2022 (WY2021 report).

Deliverables and target dates:

D5.1: Flow metrics calculation from continuous data for each site up to date; target December 31, 2021

D5.2: Annual report (WY2021) draft; target March 31, 2022

D5.3: Annual report (WY2021) final; target May 31, 2022

D5.4: Annual report (WY2022) draft; target March 31, 2023

D5.5: Annual report (WY2022) final; target May 31, 2023

D5.6: Annual report (WY2023) draft; target March 31, 2024

D5.7: Annual report (WY2023) final; target May 31, 2024

**Budget and Schedule:**

**Table 1. Project Budget and Deliverables Summary (July 2020 – July 2024).**

Deliverable by Task	Target Deliverable Date	Deliverable Cost	Overhead/Indirect Charges	Total Deliverable Cost
<b>Task 1.0 Project Management</b>				
D1.1: Semi-annual progress report	Oct-20	\$2,550	\$850	\$3,400
D1.2: Semi-annual progress report	Jan-21	\$2,606	\$869	\$3,475
D1.3: Semi-annual progress report	Jul-21	\$2,663	\$888	\$3,551
D1.4: Semi-annual progress report	Jan-22	\$2,722	\$907	\$3,629
D1.5: Semi-annual progress report	Jul-22	\$2,782	\$927	\$3,709
D1.6: Semi-annual progress report	Jan-23	\$2,843	\$948	\$3,791
D1.7: Semi-annual progress report	Jul-23	\$2,906	\$969	\$3,874
D1.8: Semi-annual progress report	Jan-24	\$2,970	\$990	\$3,959
	<b>Deliverable Subtotal</b>	<b>\$22,042</b>		
	<b>Overhead/Indirect Charges</b>		<b>\$7,347</b>	
	<b>Subtotal with Overhead/Indirect Charges</b>			<b>\$29,389</b>
	<b>Contingency</b>			<b>\$2,939</b>
	<b>Total</b>			<b>\$32,328</b>
<b>Task 2.0 Station Set Up</b>				
D 2.1: Purchase of conductivity probe (2)	Aug-20	\$1,416	\$84	\$1,500
D 2.2: Set up of five "Trend" stream monitoring sites	Sep-20	\$49,092	\$4,186	\$53,278
D 2.3: Set up of three "Status" stream monitoring sites	Sep-20	\$11,147	\$1,885	\$13,032
D 2.4: Set up of three "Status" stream monitoring sites	Sep-21	\$10,296	\$1,925	\$12,221
D 2.5: Set up of three "Status" stream monitoring sites	Sep-22	\$5,570	\$1,968	\$7,538
D 2.6: Set up of four "Status" stream monitoring sites	Sep-23	\$8,929	\$2,682	\$11,611
	<b>Deliverable Subtotal</b>	<b>\$86,448</b>		
	<b>Overhead/Indirect Charges</b>		<b>\$12,730</b>	
	<b>Subtotal with Overhead/Indirect Charges</b>			<b>\$99,178</b>
	<b>Contingency</b>			<b>\$9,918</b>
	<b>Total</b>			<b>\$109,096</b>
<b>Task 3.0: Continuous Datalogger Maintenance and Downloads and Field Annual Base Parameters</b>				
D 3.1: Submission of the data collection event (DCE) file for each site	Oct-21	\$49,183	\$16,394	\$65,577
D 3.2: Submission of the data collection event (DCE) file for each site	Oct-22	\$36,632	\$12,211	\$48,842
D 3.3: Submission of the data collection event (DCE) file for each site	Oct-23	\$44,687	\$14,896	\$59,582
	<b>Deliverable Subtotal</b>	<b>\$130,501</b>		
	<b>Overhead/Indirect Charges</b>		<b>\$43,500</b>	
	<b>Subtotal with Overhead/Indirect Charges</b>			<b>\$174,002</b>
	<b>Contingency</b>			<b>\$17,400</b>
	<b>Total</b>			<b>\$191,402</b>
<b>Task 4.0 Data Management</b>				
D 4.1: Upload continuous data to Aquarius	Dec-20	\$23,677	\$7,892	\$31,569
D 4.2: Upload data from sampling WY2021 to EIM	Apr-22	\$5,771	\$1,924	\$7,694
D 4.3: Upload data from sampling WY2022 to EIM	Apr-23	\$6,044	\$2,015	\$8,059
D 4.4: Upload data from sampling WY2023 to EIM	Apr-24	\$6,377	\$2,126	\$8,502
D 4.5: Upload continuous data from partial WY2024 thru June 30, 2024 to EIM	Jul-24	\$1,578	\$526	\$2,104
	<b>Deliverable Subtotal</b>	<b>\$43,446</b>		
	<b>Overhead/Indirect Charges</b>		<b>\$14,482</b>	
	<b>Subtotal with Overhead/Indirect Charges</b>			<b>\$57,928</b>
	<b>Contingency</b>			<b>\$5,793</b>
	<b>Total</b>			<b>\$63,721</b>
<b>Task 5.0 Data Analysis and Annual Reporting</b>				
D5.1 Flow metrics calculation from continuous data for each site	Dec-21	\$3,015	\$1,005	\$4,020
D5.2 Annual report (WY2021) draft	Mar-22	\$11,506	\$3,835	\$15,341
D5.3 Annual report final (WY2021)	May-22	\$3,750	\$1,250	\$5,000
D5.4 Annual report (WY2022) draft	Mar-23	\$11,781	\$3,927	\$15,708
D5.5 Annual report final (WY2022)	May-23	\$3,832	\$1,277	\$5,109
D5.6 Annual report (WY2023) draft	Mar-24	\$11,877	\$3,959	\$15,836
D5.7 Annual report final (WY2023)	May-24	\$4,102	\$1,367	\$5,469
	<b>Deliverable Subtotal</b>	<b>\$49,862</b>		
	<b>Overhead/Indirect Charges</b>		<b>\$16,621</b>	
	<b>Subtotal with Overhead/Indirect Charges</b>			<b>\$66,483</b>
	<b>Contingency</b>			<b>\$6,648</b>
	<b>Total</b>			<b>\$73,131</b>
<b>Project Estimated Costs</b>				<b>\$469,678</b>
<b>Total Estimated Costs</b>				<b>\$469,678</b>



**Table 2: July 2020 – July 2024 budget summary by task**

Object	Task 1	Task 2	Task 3	Task 4	Task 5	Total by Object
<b>Deliverables</b>	<b>\$22,042</b>	<b>\$86,448</b>	<b>\$130,501</b>	<b>\$43,446</b>	<b>\$49,862</b>	<b>\$332,300</b>
<b>Overhead/Indirect Charges</b>	<b>\$7,347</b>	<b>\$12,730</b>	<b>\$43,500</b>	<b>\$14,482</b>	<b>\$16,621</b>	<b>\$94,680</b>
<b>Contingency</b>	<b>\$2,939</b>	<b>\$9,918</b>	<b>\$17,400</b>	<b>\$5,793</b>	<b>\$6,648</b>	<b>\$42,698</b>
<b>Total Task</b>	<b>\$32,328</b>	<b>\$109,096</b>	<b>\$191,402</b>	<b>\$63,721</b>	<b>\$73,131</b>	<b>\$469,678</b>

# Interlocal Agreement with Department of Ecology for urban stream monitoring services

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Clark County Public Works, Clean Water Division



## Status and Trends Monitoring

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- Section S8.3 of the 2019 NPDES Phase I Municipal Stormwater Permit requires Clark County to conduct regional urban streams status and trends monitoring in Clark and Cowlitz counties.
- Clark County has will complete this urban stream monitoring project as a contractor to Ecology and will be reimbursed a total of \$469,678 through July 31, 2024 to complete all associated project tasks.
- This monitoring is funded by permit-mandated contributions by Phase I and II Municipal Stormwater Permittees throughout Clark and Cowlitz Counties.
- Clark County is required to contribute \$54,496 annually for the project from August 2020 through July 31, 2024.
- This agreement allows Clark County to recover those costs while acting as Ecology's contractor to complete the project.

