

CLARK COUNTY STAFF REPORT

DEPARTMENT: Public Works, Clean Water Division

DATE: October 6, 2020

REQUESTED ACTION: Authorize the County Manager to execute an interlocal agreement between the City of Camas and Clark County for the Fallen Leaf Lake Monitoring Project.

Consent Hearing County Manager

BACKGROUND

Located within Camas and just southwest of Lacamas Lake, Fallen Leaf Lake is a small 19-acre lake that has seen an increase in blue-green algae blooms. These blooms can produce toxins that are harmful to people and animals. In order to proactively manage the lake and continue to provide a recreational area for the public, the City of Camas would like to partner with Clark County to perform water quality testing and monitoring. Clark County has performed water quality monitoring at Lacamas and Round Lakes over much of the past two decades and possesses the resources to perform successful lake monitoring for the city.

Under this interlocal agreement, the city will reimburse the county up to \$19,216 through May 31, 2021 to perform baseline water quality monitoring of Fallen Leaf Lake. The City of Camas is interested in successfully managing and sustaining this historical recreational asset. Clark County supports the city's efforts and recognizes Fallen Leaf Lake as an important regional resource for county residents.

This initial interlocal agreement may be amended for additional monitoring work in the future. The agreement requires modifications be in the form of a written amendment signed by both parties.

COUNCIL POLICY IMPLICATIONS

None.

ADMINISTRATIVE POLICY IMPLICATIONS

None.

COMMUNITY OUTREACH

None for this specific interlocal agreement. However, both Clark County and the City of Camas have extensive public information and outreach programs pertaining to clean water activities.

BUDGET IMPLICATIONS

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	\$19,216 (reimbursed by City of Camas)
Grant Fund Dollar Amount	N/A
Account	4420/Clean Water
Company Name	N/A

DISTRIBUTION:

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

ATTACHEMENTS: (1) Fallen Leaf Lake Monitoring Project Interlocal Agreement

Jeff Schnabel

Jeff Schnabel
Interim Clean Water Division Manager

Ahmad Qayoumi

Ahmad Qayoumi, PE
Public Works Director/County Engineer

Eva Haney

Eva Haney, CGFM
Finance Division Manager

Primary Staff Contact: Bob Hutton ext. 4868

APPROVED: *Alan J. O'Brien*
CLARK COUNTY, WASHINGTON
CLARK COUNTY COUNCIL

DATE: *Oct-6, 2020*

SR# *136-20*



**INTERLOCAL AGREEMENT BETWEEN
CLARK COUNTY AND THE CITY OF CAMAS
For the
Fallen Leaf Lake Monitoring Project**

This interlocal agreement (Agreement) is entered into between Clark County (County) and the City of Camas (City) pursuant to the State of Washington Interlocal Cooperation Act, chapter 39.34 RCW.

WHEREAS, the City has identified a need to study and characterize water quality conditions in Fallen Leaf Lake (hereinafter called the "Project") in order to proactively manage the lake as a recreational asset for the public; and

WHEREAS, the City does not have in-house technical and staffing resources to complete the Project; and

WHEREAS, the County has performed water quality monitoring at Lacamas and Round Lakes adjacent to Fallen Leaf Lake over much of the past two decades and possesses the resources to perform successful lake monitoring for the City; and

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 as follows:

1. The County agrees to provide services which will include characterization project management, field visits, in-situ measurements, water sample collection, laboratory analyses, and reporting.
2. Except as otherwise provided herein, any modification to this Agreement must be in the form of a written amendment signed by each party. The County agrees to not exceed the estimated Project 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 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 not otherwise addressed above, 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 initial duration of this Agreement is from date of execution of the Agreement through May 31, 2021. The parties, however, may renew the Agreement, for additional one-year periods indefinitely. Any request for renewal must be in writing and must be provided to the other party 30 days prior to the end of the existing period. The receiving party must either deny or accept renewal in writing prior to the end of the existing period. A copy of the requested renewal and decision thereon shall be filed with the original Agreement.

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 City and County have executed this Interlocal Agreement on the dates indicated below.

FOR CLARK COUNTY:

Kathleen Otto

Kathleen Otto
Interim County Manager

Dated this 6th day of Oct., 2020

FOR THE CITY OF CAMAS:

Barry McDonnell

Barry McDonnell
Mayor

Dated this 21st day of July, 2020

Approved as to form only:

Bill Richardson

Tony Golik, County Attorney
By: Bill Richardson
Deputy Prosecutor – Civil Division

*Clark County Public Works
Clean Water
1300 Franklin Street PO Box 9810
Vancouver, WA 98666-9810*

Approved as to form only:

Shawn MacPherson

Shawn MacPherson
City Attorney

*City of Camas
City Hall
616 NE 4th Ave
Camas, WA 98607*

Scope of Work

PROJECT OVERVIEW

Fallen Leaf Lake and adjacent Lacamas-Round Lakes in Camas, WA have been periodically closed to recreational uses due to blue-green algal blooms. Knowledge of water quality characteristics and dynamics in Fallen Leaf Lake are very limited, and the City of Camas has identified a need to study and characterize current conditions in order to proactively manage the lake as a recreational asset for the public.

This Scope of Work proposes Clark County Public Works Clean Water Division will perform baseline monitoring and reporting on the water quality status of the Fallen Leaf Lake system as a contracted service to the City of Camas.

PROJECT SCOPE

Clean Water will perform the following activities in the Fallen Leaf Lake watershed:

- Measure and map lake depths along 8 transects to create a basic bathymetric map.
- Collect near-surface water quality samples for laboratory analysis, and record water quality measurements in the field over a range of depths, twice per month from June-September and once per month October-December.
- Sample and measure water quality, and estimate flow, at three lake tributaries and one outflow twice during the wet season and, depending on presence of flow, once during dry season:-
- Qualitatively evaluate and map general extent of larger aquatic plants in Fallen Leaf Lake once during the summer.
- Collect blue-green algal samples, as feasible, during up to two algal blooms, and forward to another organization for identification and / or toxicity testing.
- In a brief report, summarize monitoring results, water quality status of Fallen Leaf Lake, and context by leveraging previously compiled historical information.

The following assumptions apply to this project:

- The County will develop a Quality Assurance Project Plan to document procedures and ensure adequate data quality for the project. The City will not be billed for this work.
- All monitoring equipment and supplies will be provided by the County and will not be billed to the City.
- Monitoring may be suspended or re-scheduled if health or safety circumstances warrant or upon agreement between City and County.
- Clark County staff will have access as needed to Fallen Leaf Lake from nearby Camas park facilities.
- Blue-green algal analyses will be performed at no cost to the County.

Attachment A
Scope of Work
Fallen Leaf Lake Monitoring Project

Submitted by:	Clark County Public Works 1300 Franklin Street Vancouver, WA 98660
Proposed Amount:	Not to exceed \$19,216 per year services costs
Period of Performance:	Annual
Technical Point of Contact:	Bob Hutton 564-397-4868 Bob.Hutton@clark.wa.gov
Business Point of Contact:	Alice Millward 564-397-5267 Alice.Millward@clark.wa.gov

ESTIMATED COST

Costs are limited to labor and laboratory analyses and are summarized as follows:

Task	Days/Year	Cost/Year
Investigate and Map Lake Water Depths	1	\$670
Monitor Lake Water Quality – 1 Site, 11 Trips, includes laboratory costs (\$2,651)	11	\$10,021
Monitor 3 Tributaries and 1 Outflow, Includes laboratory costs (\$1,992)	3	\$4,002
Aquatic Plant Extent Monitoring and Mapping	0.5	\$335
Blue-green Algal Sampling	0.5	\$335
Compile Historical Watershed Timeline	0.25	\$168
Fallen Leaf Lake History Research	0.5	\$335
Brief Report Summarizing Lake Status	5	\$3,350
Total annual estimated cost		\$19,216

Rate in 2020 for Natural Resource Specialist III: \$83.75/hour or \$670/day including salary and benefits.

Fallen Leaf Lake Interlocal Agreement

City of Camas: Fallen Leaf Lake Monitoring Project

Public Works Clean Water Division



Fallen Leaf Lake

- Fallen Leaf Lake is a small 19 acre lake which provides a recreation area for the public
- The lake is located within Camas and just southwest of Lacamas Lake
- Fallen Leaf Lake has seen an increase in blue-green algae blooms which are harmful to people and pets
- To proactively manage the lake for continued recreational use, the City of Camas would like to Partner with Clark County on water quality testing and monitoring



Interlocal Agreement

- City of Camas identified need to characterize baseline water quality conditions in Fallen Leaf Lake due to the increase in blue-green algae blooms
- Clark County has the technical knowledge and resources to perform water quality testing and monitoring for the city
 - Clark County has provided similar water quality testing and monitoring services at Lacamas and Round Lakes over much of the past two decades
- City will reimburse County up to \$19,216 through May 2021 to complete the project, with the potential to renew if desired by both parties

