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City of Sequim
Planning / Public Works

FIRST AMENDMENT TO INTER-LOCAL AGREEMENT BETWEEN CITY OF SEQUIM AND CLALLAM COUNTY FOR SURFACE WATER FLOW MONITORING

The attached Inter-Local Agreement was entered into between the City of Sequim and Clallam County in December 2014. Pursuant to section C, General Conditions, Modification, the below constitutes the First Amendment to that Interlocal Agreement.

It is mutually agreed to amend the December 2014 Interlocal Agreement (attached) as follows:

1. Duration: Unless terminated by either party, this agreement is effective from December 1, 2015 through February 29, 2016.

All other terms and conditions of the December 2014 Interlocal Agreement remain in full force and effect.

IN WITNESS WHEREOF, this First Amendment to Inter-local Agreement is executed by Clallam County, Washington, and by the City of Sequim, Washington.

CITY OF SEQUIM

Charlie Bush, City Manager

Dated this 3rd day of Nov. 2015.

Attest:

Karen Kuznek-Reese, City Clerk, MMC

Approved As To Form:

Craig A. Ritchie, City Attorney

CLALLAM COUNTY BOARD OF COMMISSIONERS

Jim McEntire, Chair

Dated this 10th day of November 2015

Attest:

Trish Holden, Clerk of the Board, CMC

Approved As To Form:

Deputy Prosecuting Attorney

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101-14-023

INTER-LOCAL AGREEMENT
BETWEEN
CITY OF SEQUIM
AND
CLALLAM COUNTY
FOR SURFACE WATER FLOW MONITORING

This Inter-Local Agreement is between the City of Sequim (herein after referred to as "the City") and the Clallam County (herein after referred to as "the County") for the purpose of volunteer recruitment, training and coordination for monitoring and documentation of surface water flows, and associated data storage and reporting. Funding for this work will be through the City of Sequim Public Works Department.

WHEREAS, the Washington State Inter-Local Cooperation Act, RCW 39.34, provides that any two public agencies of the state having separate authority to exercise a particular power may enter into an agreement for cooperative or joint exercise of that power; and

WHEREAS, the City is a municipal corporation of the State of Washington, and the County is a political subdivision of the State of Washington, and each party has the authority to contract for monitoring services under Article XI § 11 of the Washington State Constitution; Chapter 17.10 RCW; Chapter 36.89 RCW; Chapter 85.15 RCW; and

WHEREAS, the City desires to monitor flow levels in the streams and ditches in and around Sequim and its UGA in a systematic and scientific manner as set forth in its grant agreement with Washington Department of Ecology (WQC-2015-SequPW-00008), task 7; and

WHEREAS, the City would like to use the services of the County's Streamkeepers volunteer monitoring program to assist in that effort.

It is mutually agreed that:

A. <u>The County's Responsibilities:</u>

1. Coordinate Streamkeepers of Clallam County volunteers to perform flow monitoring in the Sequim area, data QC and data management, and reporting. Insure Streamkeeper volunteers during their time of service.

2. Confer with the City to finalize a monitoring plan. Monitoring sites, methods, and periodicity will be agreed upon by Streamkeepers and the City, but there will be no more than 8 storm flow sites and 32 monthly flow sites. All sites will have safe access. Where a monitoring site is not accessible from a public road or other easement, the City will obtain landowner permission for Streamkeepers' staff and/or volunteers to access the site.

3. Gather data using standard Streamkeepers protocols and quality-control measures (for field work and maintenance/calibration of equipment, at minimum) which are documented in a state-approved Quality Assurance Project Plan (QAPP). If equipment is used other than what is covered in the Streamkeepers QAPP, the City's state-approved QAPP will be followed.

4. Record, confirm, enter, analyze, and report all data to the City within 60 days, via the standard reporting/recordkeeping formats as used by the County's Streamkeepers program. Reports will be transmitted electronically and data will be available in .csv or MS Excel format.

B. The City's Responsibilities:

1. Provide draft and final monitoring plan, reviewed and approved by Washington Department of Ecology, with details regarding sites, methods, and frequency.

2. In the instance that a monitoring site is not accessible from a public road or other easement, obtain landowner permission to access the site for monitoring purposes.

3. Provide one staff member for field supervision during all storm event monitoring episodes and on-call/as-needed for monthly monitoring, and at least two City volunteers (insured by the City) for field monitoring.

4. Arrange with the County for Streamkeepers' services described in part "A" above. The City will pay the County a fixed price of $10,000.00 for services listed herein, to be invoiced monthly and paid in twelve installments as follows: $1,000.00/month for the first four months and $750.00/month for the remaining eight months. Each invoice must list activities performed.

C. General Conditions:

Duration: Unless terminated by either party, this agreement is effective from the date of final signature through November 30, 2015.

Modification: This Agreement may be amended or altered only by written agreement of the designated representatives of both the City and the County upon the signature of such representatives. The amendment shall explicitly state that it is an amendment to this Agreement.

Termination: This Agreement may be terminated by either party forty-five (45) days after receipt of written notice of intent to terminate; PROVIDED that either party may immediately terminate this Agreement for public convenience or in the event of a financial emergency. If this contract is terminated or expires, the City is obligated to reimburse the County for all costs incurred in performance of the Agreement prior to its termination or expiration.

Property: The parties do not intend to purchase or acquire any real or personal property in performance of this Agreement, other than equipment and/or consumables necessary to perform this Agreement. However, should any other property be purchased or acquired in performance of this Agreement, it will remain with the purchasing party upon termination or expiration of this Agreement.

Ownership of Items Produced: All writing, programs, data, public records or other materials prepared by the County and/or its consultants, subcontractors, or volunteers, in connection with performance of this Agreement will be entered into the Clallam County Water Resources database, and then delivered to the City. The parties recognize and acknowledge that all such information is available to the public.

Non-Discrimination: The County shall not discriminate against any person on the basis of race, creed, political ideology, color, national origin, sex, marital status, sexual orientation, age, or the presence of any sensory, mental or physical handicap.

Defense, Indemnity, Hold Harmless: The County shall defend, indemnify, and hold the City harmless from and against any liability for any/all injuries to person or property arising from the sole negligent (or comparative for the proportionate share of its negligence) act or omission of the County or its elected officials, department heads, agents, or employees in performance of this Agreement.

The City shall defend, indemnify, and hold the County harmless from and against any liability for any/all injuries to person or property arising from the sole negligent (or comparative for the proportionate share of its negligence) act or omission of the City or its elected officials, department heads, agents, or employees in performance of this agreement.

Integration: This is the entire agreement between the Parties; there are no other agreements or representations not set forth herein; and this Agreement incorporates and supersedes all prior negotiations, agreements, and representations.

Severability: If any provision of this Agreement is deemed by law to be void, invalid or inoperative for any reason, or any phrase or clause within such provision is deemed by law to be void, invalid or inoperative, that phrase, clause or provision shall be deemed modified to the extent necessary to make it valid and operative, If it cannot be modified, then such phrase, clause or provision shall be deemed severed from this Agreement with the remaining phrases, clauses and provisions continuing in full force and effect as if the Agreement had been signed with the void, invalid or inoperative portions eliminated. In addition, a phrase, clause or provision shall be substituted which is consistent with the intent of this Agreement and the severed phrase, clause or provision.

Compliance with all laws: Both Parties shall comply with all applicable, federal, state, and local laws, regulations, rules, and policies associated with performance of this Agreement.

Non-delegation/Assignment: Neither party may delegate the performance of any contractual obligation, to a third party, unless mutually agreed in writing. Neither party may assign this agreement without the written consent of the other party.

Administration/Notice: This Agreement will be administered by the County's Streamkeepers program. Any notice required under this Agreement must be provided in writing to the individuals listed below.

The County's contact is: Ed Chadd, Streamkeepers Program Coordinator, Clallam County Public Works & Roads, 223 E. 4th Street, Suite 6, Port Angeles, WA 98362, (360) 417-2281, Streamkeepers@co.clallam.wa.us.

The City's contact is: Ann Soule, Water Resource Specialist, City of Sequim Public Works, 152 W. Cedar Street, Sequim, WA 98382, (360) 582-2436, asoule@sequimwa.gov.

IN WITNESS WHEREOF, this Agreement is executed by Clallam County, Washington, and by the City of Sequim, Washington.

CITY OF SEQUIM

Steve Burkett, City Manager

Dated this 9th day of December 2014.

Attest:

Karen Kuznek-Reese, City Clerk, MMC

Approved As To Form:

Craig Ritchie, City Attorney

CLALLAM COUNTY BOARD OF COMMISSIONERS

~~Mike~~ Chapman, Chair
MICHAEL C. ~~CH~~

Dated this 2nd day of December 2014.

Attest:

Trish Holden

Trish Holden, Clerk of the Board, CMC

Approved As To Form:

Deputy Prosecuting Attorney