

**Interlocal Agreement
BETWEEN
CLALLAM CONSERVATION DISTRICT
AND
CLALLAM COUNTY**

2a
8/30/22

THIS AGREEMENT, pursuant to the Interlocal Cooperation Act as amended and codified in Chapter 39.34 of the Revised Code of Washington which provides for interlocal cooperation between governmental entities, is made and entered into by CLALLAM CONSERVATION DISTRICT, hereinafter referred to as the "DISTRICT", and by CLALLAM COUNTY, hereinafter referred to as the "COUNTY".

THE PURPOSE OF THIS AGREEMENT: is to specify the roles of the DISTRICT and the COUNTY regarding responsibilities relating to support funding for the Dungeness Off-Channel Reservoir.

GENERAL INFORMATION:

Clallam Conservation District

District Manager: Kim Williams
Email: kim.williams@clallamcd.org
Phone: 360-775-2297

Send invoicing to:

Bookkeeper: Judy Minnoch
Email: judy.minnoch@clallamcd.org
Mailing address: 228 West First Street, Suite H
Port Angeles WA 98362

CLALLAM COUNTY

Water Resources Program Manager: Carol Creasey
Email: carol.creasey@clallamcountywa.gov
Phone: (360) 417-2424
Address: 223 East 4th Street, Suite 6
Port Angeles, WA 98362-3000

PROJECT TITLE:

Off-Channel Reservoir Cultural Resources and Design support funding for **\$250,000.00**

IT IS MUTUALLY UNDERSTOOD THAT:

These funds will help to support the design, engineering and planning of the Dungeness Off-Channel Reservoir Project. This project will benefit all people of Clallam County by providing off-channel water storage and water availability to Irrigation Districts and aquifer recharge in the eastside of the Dungeness River in the Sequim area. This Agreement mutually benefits the DISTRICT and the COUNTY whereas the COUNTY is the technical lead on the project and the DISTRICT has secured grant funds to support the development of completion of cultural resources and advancement of 60% design the Dungeness Off-Channel Reservoir. It is also understood that The Dungeness Off-Channel Reservoir will reduce the water diversions from the Dungeness River which help maintain proper in stream flows for ESA listed fish. This stored water will be available for the Irrigation Districts and will help to ensure irrigation water during certain times of the year. This Agreement shall not relieve either party of any obligation or responsibility imposed upon it by law.

The COUNTY agrees to:

Perform the work within this agreement and provide supporting documentation in both electronic and hardcopy form, for each item in the scope of work as reimbursement is requested.

SCOPE OF WORK: All task costs listed are estimated as close as possible.

1. Additional Cultural Resources Review \$25,000

This work will include a pedestrian survey, completion of up to 100 shovel probes and Recon -level survey

Following support design work to be completed by May 15th 2023

2. Topographic Boundary Surveys \$109,000

- a) Topographic Survey of Highland Irrigation (HID) intake facilities.
- b) Topographic Survey of HID main canal, from intake to H1
- c) Topographic survey of area near Independent Canal intake and screen to support design of spillway outfall
- d) Reservoir parcel boundary survey

3. Verify capacity of the Highland Irrigation District Main Canal \$4,000

4. Water Quality Analysis for Irrigators \$12,000

5. Borings and Observation Well \$93,000

6. Highland Irrigation District Drought Pumping Evaluation \$7,000

Total for support work **\$250,000**

The DISTRICT agrees to:

- 1. Reimburse the COUNTY up to, but not exceeding \$250,000 for support funding for services contributing to 60% design of the Dungeness Off-Channel Reservoir.
- 2. Pay the COUNTY within 45 days of receipt of invoices from the COUNTY meeting the requirements of this agreement.

TERM OF AGREEMENT: This Agreement becomes effective on the date of the final approved signature and shall remain in effect until June 30, 2023.

TERMINATION: This agreement may be terminated under the following conditions, provided, the COUNTY will receive payment, as outlined in this Agreement, for all work completed in a satisfactory manner, through the date of termination:

- a) By the DISTRICT, if it determines, in its sole judgment that the COUNTY is failing to perform its duties as required under this agreement.
- b) By the DISTRICT, if it is no longer the recipient of grant funding for this project: and

c) By the COUNTY, if the DISTRICT fails to meet its obligations under this Agreement in a timely manner.

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 the party's signatory to this Agreement.

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.

INDEMNIFICATION- To the fullest extent permitted by the law, the COUNTY and the DISTRICT shall indemnify, defend, and hold harmless each other, their boards, agents, and employees from and against all claims for injuries or death arising out of or resulting from performance of this agreement.

CLALLAM CONSERVATION DISTRICT

CLALLAM COUNTY

Christy Cox 8-9.22
Christy Cox, Chair Date
BEN SWISS, Vice-Chair

Randy Johnson 8/30/22
~~Commissioner Mark Ozias, Chair~~ Date
Clallam County Board of Commissioners
Randy Johnson, Vice chair

Kim Williams 8/9/22
Kim Williams Date
Clallam Conservation District Manager

Egy Dwyer 8/12/22
Prosecuting Attorney's Office Date