

# CLARK COUNTY STAFF REPORT



**DEPARTMENT:** Environmental Services

**DATE:** August 11, 2015

**REQUESTED ACTION:** Authorize the *Acting County manager* to execute an inter-local agreement with the City of Ridgefield to maintain and monitor the previously constructed EF-20 habitat enhancement project on the county's Upper Daybreak property.

Consent     Hearing     County Manager

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## BACKGROUND

EF-20 was one of 13 projects selected for conceptual design during development of the Lower East Fork Lewis River Aquatic Habitat Restoration Plan, adopted by the Lower Columbia Fish Recovery Board in 2009. Permit level project design was completed in 2011 by Clark County but outside funding was needed to implement the project.

The City of Ridgefield, through the process of obtaining a water right for its Junction Well, was required to provide mitigation. The city proposed to fund the completion of habitat project EF-20 on the East Fork of the Lewis River to satisfy mitigation requirements.

In 2014, the city and county entered into an interlocal agreement calling for the county to prepare final plans, specifications, and manage construction of habitat mitigation project EF-20. Construction of the project was completed summer/fall 2014 and planting the site occurred in spring 2015.

The City of Ridgefield's permitting for this project requires a 5-year maintenance and monitoring period. The city has requested that Environmental Services provide the project management, annual maintenance of the project, environmental permitting, monitoring, and reporting to complete maintenance for habitat mitigation project EF-20 over the 5-year period. The city will fully reimburse the county for expenses incurred in maintenance and monitoring of the project.

## COUNCIL POLICY IMPLICATIONS

This action does not propose a new policy, change in policy, or refinement of an existing policy. The action does confirm an existing policy. The county routinely enters into interlocal agreements with other jurisdictions to optimize service delivery. Furthermore, the interlocal agreement with the City of Ridgefield serves as a continuation of an existing project and a previously executed interlocal agreement.

## ADMINISTRATIVE POLICY IMPLICATIONS

See Council Policy Implications above. This action does not propose a new policy, change in policy, or refinement of an existing policy, but does confirm an existing policy.

## COMMUNITY OUTREACH

Community outreach was a component of the watershed planning efforts carried out by the Lower Columbia Fish Recovery Board in identifying the EF-20 project and as a component of the

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ES15-28

permitting for the City of Ridgefield's Junction Well. No additional community outreach is planned for this action.

**BUDGET IMPLICATIONS**

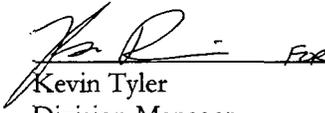
YES	NO	
X		Action falls within existing budget capacity.
	X	Action falls within existing budget capacity but requires a change of purpose within existing appropriation
	X	Additional budget capacity is necessary and will be requested at the next supplemental. If YES, please complete the budget impact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

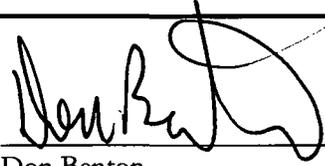
**BUDGET DETAILS**

Local Fund Dollar Amount	\$23,521
Grant Fund Dollar Amount	
Account	General fund
Company Name	

**DISTRIBUTION:**

Board staff will post all staff reports to The Grid. <http://www.clark.wa.gov/thegrid/>

  
Kevin Tyler  
Division Manager

  
Don Benton  
Environmental Services Director

Attachments

Budget Impact Statement; Interlocal Agreement; BOCC Staff Report 249-13

APPROVED:   
CLARK COUNTY, WASHINGTON  
BOARD OF COUNTY COUNCILORS

DATE: Aug. 11, 2015  
SR# SR 162-15

APPROVED: \_\_\_\_\_  
Mark McCauley, Acting County Manager

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

## BUDGET IMPACT ATTACHMENT

### Part I: Narrative Explanation

I. A – Explanation of what the request does that has fiscal impact and the assumptions for developing revenue and costing information

Through the interlocal agreement with the City of Ridgefield, Environmental Services will provide project management, annual maintenance of habitat including labor, tools, equipment and materials, environmental permitting, monitoring, and reporting to complete maintenance for habitat mitigation project EF-20. The city will reimburse the county for all costs associated with this work over the 5-year maintenance and monitoring period.

### Part II: Estimated Revenues

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
0001 – General Fund	14,346	14,346	6,610	6,610	2,565	2,565
<b>Total</b>	14,346	14,346	6,610	6,610	2,565	2,565

II. A – Describe the type of revenue (grant, fees, etc.)

Revenue for the project will be fully reimbursed by the City of Ridgefield.

### Part III: Estimated Expenditures

III. A – Expenditures summed up

Fund #/Title	FTE's	Current Biennium		Next Biennium		Second Biennium	
		GF	Total	GF	Total	GF	Total
0001 – General Fund		14,346	14,346	6,610	6,610	2,565	2,565
<b>Total</b>		14,346	14,346	6,610	6,610	2,565	2,565

III. B – Expenditure by object category

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
Salary/Benefits	9,600	9,600	5,175	5,175	1,734	1,734
Contractual	2,856	2,856	840	840	336	336
Supplies	1,890	1,890	595	595	495	495
Travel						
Other controllables						
Capital Outlays						
Inter-fund Transfers						
Debt Service						
<b>Total</b>	14,346	14,346	6,610	6,610	2,565	2,565

**Upper Daybreak Stream Habitat Enhancement (EF20)**

PLANTS			Year 1 (2015)		Year 2 (2016)		Year 3 (2017)		Year 4 (2018)		Year 5 (2019)		
Minimum Size	Species	Common Name	Price	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
24" bareroot	<i>Pseudotsuga menziesii</i>	Douglas fir		100									
24" bareroot	<i>Thuja plicata</i>	Western red cedar		100									
<b>TOTAL</b>				<b>200</b>									

MATERIALS			Year 1 (2015)		Year 2 (2016)		Year 3 (2017)		Year 4 (2018)		Year 5 (2019)	
Item	Price	Quantity	Total									
DriWater (1 carton/tree)	\$2.00	200	\$400.00	200	\$400.00							
Herbicide			\$150.00		\$150.00		\$100.00		\$100.00		\$100.00	
<b>TOTAL</b>			<b>\$550.00</b>		<b>\$550.00</b>		<b>\$100.00</b>		<b>\$100.00</b>		<b>\$100.00</b>	

LABOR and MISC			Year 1 (2015)		Year 2 (2016)		Year 3 (2017)		Year 4 (2018)		Year 5 (2019)	
Item	Price	Quantity	Total									
Vegetation Management Temp Staff (weed control)	\$21.00	48	\$1,008.00	32	\$672.00	24	\$504.00	18	\$336.00	16	\$336.00	
Vegetation Management Temp Staff (planting, DriWater installation)	\$21.00	32	\$672.00	24	\$504.00							
Vegetation Management Inspector (temp. staff oversight)	\$95.39	32	\$3,052.48	32	\$3,052.48	24	\$2,289.36	18	\$1,526.24	8	\$763.12	
Clark County monitoring permits	\$395.00	1	\$395.00	1	\$395.00	1	\$395.00			1	\$395.00	
DES (plant procurement, monitoring, reporting)	\$97.09	26	\$2,524.34	10	\$970.90	10	\$970.90	4	\$388.36	10	\$970.90	
<b>TOTAL</b>			<b>\$7,651.82</b>		<b>\$5,594.38</b>		<b>\$4,159.26</b>		<b>\$2,250.60</b>		<b>\$2,465.02</b>	

SUBTOTALS			Year 1 (2015)		Year 2 (2016)		Year 3 (2017)		Year 4 (2018)		Year 5 (2019)	
plants												
materials			\$550.00		\$550.00		\$100.00		\$100.00		\$100.00	
labor			\$7,651.82		\$5,594.38		\$4,159.26		\$2,250.60		\$2,465.02	
<b>SUBTOTALS</b>			<b>\$8,201.82</b>		<b>\$6,144.38</b>		<b>\$4,269.26</b>		<b>\$2,350.60</b>		<b>\$2,565.02</b>	

**Project Total (5 years)      \$23,521.08**

**CLARK COUNTY  
STAFF REPORT**

**DEPARTMENT/DIVISION:** Environmental Services / Policy & Planning / Legacy Lands Program

**DATE:** December 10, 2013

**REQUEST:** Authorize the Director of Environmental Services to execute an inter-local agreement with the City of Ridgefield to construct the EF-20 habitat enhancement project on the county's Upper Daybreak property.

**CHECK ONE:**  Consent  Hearing  Chief Administrative Officer

**BACKGROUND:** EF-20 was one of 13 projects selected for conceptual design during development of the Lower East Fork Lewis River Aquatic Habitat Restoration Plan, adopted by the Lower Columbia Fish Recovery Board in 2009. Permit level project design was completed in 2011 by Clark County but outside funding is needed to implement the project.

The City of Ridgefield is in the process of obtaining a water right for its Junction Well, a critical new water supply source for the city's economic development, and is required to provide mitigation for the impacts of this water right. The city has proposed to fund the completion of habitat project EF-20 on the East Fork of the Lewis River to satisfy mitigation requirements. The Department of Ecology has agreed that construction of EF-20 as generally indicated on attachment B of the interlocal agreement, Permitting Plan Set dated August 1, 2011, will satisfy city mitigation requirements.

The interlocal agreement calls for the county to prepare final plans, specifications, and manage construction of habitat mitigation project EF-20. The city will fully reimburse the county for expenses incurred in designing and constructing the project.

**COMMUNITY OUTREACH:** The Lower Columbia Fish Recovery Board is the lead agency for watershed planning in the Lewis, Salmon, and Washougal river basins (state Water Resource Inventory Areas 27-28). The Board worked through a 36-member committee including, local governments, tribes, citizens, elected officials, and agency personnel to address long-term management of the region's water resources and adopted watershed management plans in 2006. Detailed implementation plans, adopted in 2008, established water supply policies that reserved a block of water for future public water supply that would not be subject to the closures and/or instream flows established by rules for WRIs 27 and 28. However, it is required that new municipal water right requests evaluate potential effects on stream flow and an assessment of alternatives that could avoid impacts to stream flow, such as retirement of existing water rights. If the only feasible supply will affect stream flow, then off-setting and mitigating actions are to be included in the water supply development proposal.

The City of Ridgefield conducted such an analysis for the Junction Well water right proposal which was reviewed by the WRIA 27/28 Planning Unit in 2012. The Unit recommended that the Department of Ecology approve the water right with the construction of EF-20 satisfying the mitigation requirement.

**BUDGET AND POLICY IMPLICATIONS:** The City of Ridgefield will fully reimburse Clark County for expenses incurred in designing, permitting and constructing the project. Sufficient budget authority will be proposed in the 2014 budget to execute the interlocal agreement.

The City of Ridgefield will have sole responsibility for the monitoring and maintenance plan required by Water Right Application No. G2-29174 to ensure performance of the mitigation for a ten year life span. The city may request the county to perform monitoring and maintenance services. Specific duties and reimbursement of the cost of monitoring and maintenance will be articulated by separate agreement.

ES13-037

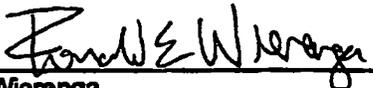
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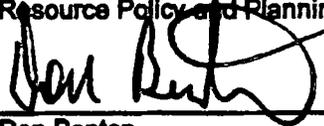
**FISCAL IMPACTS:**

Yes (see Fiscal Impacts Attachment)     No

**ACTION REQUESTED:** Authorize the Director of Environmental Services to execute an inter-local agreement with the City of Ridgefield to construct the EF-20 habitat enhancement project on the County's Upper Daybreak property.

**DISTRIBUTION:** Please forward a copy of the approved staff report to Environmental Services Administration.

  
\_\_\_\_\_  
Ron Wierenga  
Resource Policy and Planning Manager

  
\_\_\_\_\_  
Don Benton  
Environmental Services Director

  
APPROVED: DEC. 10, 2013  
CLARK COUNTY, WASHINGTON  
BOARD OF COMMISSIONERS

SR 249-13

(PTL/RW/bt)

Enclosures:  
Fiscal Impact Attachment  
Draft Interlocal Agreement  
Attachment B

# FISCAL IMPACT ATTACHMENT

I.A - Explanation of what the request does that has fiscal impact and the assumptions for developing revenue and costing information.

Project involves enhancement of a side channel of the Lower East Fork Lewis River, primarily to benefit salmon, by felling trees in the vicinity of the project area and placing them across the side channel to provide habitat complexity, additional high flow refugia, and to supplement fluvial processes during high flow events. The City of Ridgefield has proposed funding this project to satisfy Department of Ecology mitigation requirements for the City's Junction Well water rights application.

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
0001/General Fund	\$88,842	\$ 88,842	\$0	\$ -	\$0	\$0
Total:	\$88,842	\$88,842	\$0	\$ -	\$0	\$0

II.A - Describe the type of revenue (grant, fees, etc.)

The interlocal agreement stipulates that the City of Ridgefield will fully reimburse county for design, permitting and construction expenses for the EF-20 habitat enhancement project. The City of Ridgefield will have sole responsibility for the monitoring and maintenance plan required by Water Right Application No. G2-29174 to ensure performance of the mitigation for a ten year life span.

III.A - Expenditures summed up

Fund #/Title	FTE's	Current Biennium		Next Biennium		Second Biennium	
		GF	Total	GF	Total	GF	Total
0001/general Fund		\$88,842	\$ 88,842	\$0	\$ -	\$0	\$0
Total:		\$88,842	\$88,842	\$0	\$0	\$0	\$0

III.B - Expenditure by object category

	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
Salary/Benefits	\$34,645	\$34,645	\$0	\$0	\$0	\$0
Contractual	\$54,197	\$54,197	\$0	\$0	\$0	\$0
Supplies						
Travel						
Other controllables						
Capital Outlays						
Inter-fund Transfers						
Debt Service						
Total:	\$88,842	\$88,842	\$0	\$0	\$0	\$0

**ATTACHMENT A page 1 of 2**

**UPPER DAYBREAK EF-20 SIDE CHANNEL ENHANCEMENT**

**Project Scoping Report  
11 /25/2013**

**Project Description**

**Project Name:** Upper Daybreak EF-20 Side Channel Enhancement

**Project Type:** Habitat enhancement/restoration for water right mitigation

**Budget/Sources:** City of Ridgefield

**Project Stakeholders:** Clark County, City of Ridgefield, Washington Department of Ecology, Lower Columbia Fish Recovery Board

**Project Budget**

<b>Tasks</b>	<b>Cost Estimate</b>
<b>Project Management/City Coordination</b>	<b>\$12,287</b>
<b>Final Design</b>	<b>\$3,020</b>
<b>Permitting</b>	<b>\$5,061</b>
<b>Bid Specifications/Contractor Recruitment</b>	<b>\$9,061</b>
<b>Construction</b>	<b>\$51,177</b>
<b>Invasive Plant Treatment/Planting</b>	<b>\$8,236</b>
<b>Total</b>	<b>\$88,842</b>

**Project Location**

Project involves enhancement of a side channel of the Lower East Fork Lewis River. Side Channel outlet is at, approximately, main stem river mile 10.67. Side channel inlet is at, approximately, main stem river mile 11.00.

**Project Description**

Project involves diversifying in-stream habitat, primarily to benefit salmon, by felling trees in the vicinity of the project area and placing them across the side channel to provide habitat complexity, additional high flow refugia, and to supplement fluvial processes during high flow events.

**Project Benefits**

Construction of the project will enable the City of Ridgefield to mitigate for the impact of its Junction Well, an important facility needed to secure Ridgefield's future public water supply.

EF-20 was one of 13 projects selected for conceptual design during development of the Lower East Fork Lewis River Aquatic Habitat Restoration Plan, adopted by the LCFRB in 2009. Permit level project design was completed in 2011 by Clark County. Physical benefits of the project are to enhance quality and quantity of habitat features including pools and riffles, bank complexity and cover and in-stream woody debris. Biological benefits include enhanced winter high flow refuge for Coho salmon and steelhead, enhanced spawning for Coho and steelhead,

**ATTACHMENT A page 2 of 2**

increased habitat complexity and cover for rearing fish that will provide diverse foraging opportunities and protection from predators.

**Project Issues**

Once Project construction is completed, the City of Ridgefield will have sole responsibility for developing and implementing the monitoring and maintenance plan required by Water Right Application No. G2-29174 to ensure performance of the mitigation for a ten year life span. Ridgefield may request the County to perform monitoring and maintenance services. Specific duties and compensation, if any, will be articulated by separate agreement.

**Major Milestones**

<b>Milestone</b>	<b>Target Date</b>
Execute Interlocal Agreement	December 2013
Obtain Permits/Complete Final Design	April 2014
Develop/Advertise Bid Specifications	May 2014
Award and Execute Contract	June 2014
Commence Mobilization/Construction	July 2014
Complete in-water construction	September 2014
Install plantings	October-November 2014
Final Billing to City	March 2015

**Submitted By:**

Project Manager \_\_\_\_\_ Date \_\_\_\_\_

**Approvals:**

Client \_\_\_\_\_ Date \_\_\_\_\_

**INTERLOCAL AGREEMENT  
CITY OF RIDGEFIELD AND CLARK COUNTY  
HABITAT MITIGATION PROJECT EF-20**

This Interlocal Agreement (AGREEMENT) between the municipalities is made and executed this \_\_\_\_\_ day of \_\_\_\_\_ 2013, by and between the CITY OF RIDGEFIELD, (CITY) and CLARK COUNTY (COUNTY), pursuant to RCW 39.34.080.

WHEREAS, the COUNTY has completed permit-level planning and design of habitat mitigation project EF-20 on the East Fork of the Lewis River, hereinafter called the "Project."

WHEREAS, County requires funding to implement the Project.

WHEREAS, the CITY is in the process of obtaining a water right for its Junction Well and, as mitigation for the impacts of this water right, the city has proposed to fund the completion of habitat project EF-20 on the East Fork of the Lewis River.

WHEREAS, it is mutually beneficial for the CITY and COUNTY to work cooperatively to complete the Project as generally described in ATTACHMENT A, Project Scoping Report.

WHEREAS, the Department of Ecology has agreed that construction of EF-20 as generally indicated on ATTACHMENT B, Permitting Plan Set dated August 1, 2011, will satisfy city mitigation requirements.

WHEREAS, the CITY and the COUNTY agree that COUNTY will prepare final plans, specifications, and manage construction of habitat mitigation project EF-20 and the CITY will reimburse the COUNTY for these services.

WHEREAS, The COUNTY and the CITY plan to construct the Project in 2014.

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

1. The COUNTY agrees to provide services which will include without limitation, project management, final engineering design, environmental permitting, bid and award services, and construction management to complete habitat mitigation project EF-20 as described in ATTACHMENTS A AND B. The CITY, in consideration of the work described agrees to reimburse COUNTY for all costs incurred in executing the Project as set forth herein.

2. Except as otherwise provided in this section 2, any modification to this AGREEMENT must be in writing and subject to the consent of each party. The COUNTY agrees to not exceed the estimated budget amounts described in ATTACHMENT A for each category of work including Final Engineering Design, Environmental Permitting, and Construction without first providing an explanation for exceeding the estimated amount and receiving written permission (email acceptable) from the CITY. CITY understands that project changes such as those brought about by final design refinements, contractor bidding results, etc. may affect the Project Budget as shown in ATTACHMENT A, and will not unreasonably withhold approval of changes

**INTERLOCAL AGREEMENT  
CITY OF RIDGEFIELD AND CLARK COUNTY  
HABITAT MITIGATION PROJECT EF-20  
Page 2 of 4**

to the budget proposed by COUNTY.

3. The CITY agrees to make progress payments to the COUNTY bi-monthly and at completion of the project based on current billing rates for county staff and expenses, and contractor billing rates articulated in applicable professional and construction services contracts executed by county for the project. The final payment for remaining project costs shall be submitted within ninety (90) days after receipt of billing from the COUNTY. The final billing will occur after the project is accepted by the CITY.

4. Once Project construction is completed, CITY will have sole responsibility for the monitoring and maintenance plan required by Water Right Application No. G2-29174 to ensure performance of the mitigation for a ten year life span. CITY may request COUNTY to perform monitoring and maintenance services. Specific duties and compensation, if any, will be articulated by separate agreement.

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 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. The CITY and the COUNTY will not acquire any jointly-owned real or personal property in connection with the performance of this AGREEMENT. Any real or personal property used or acquired by the CITY or the COUNTY in connection with the performance of this AGREEMENT shall be disposed of by that party as it shall determine in its discretion. Except as provided herein, the CITY and the COUNTY shall each be responsible for its own individual financial costs of performance of this AGREEMENT. No joint budget will be prepared to carry out the performance of this Agreement.

7. The duration of this AGREEMENT is from date of execution of the AGREEMENT through June 30, 2015.

8. Either party may terminate this AGREEMENT by providing to the other party 30 days'

INTERLOCAL AGREEMENT  
CITY OF RIDGEFIELD AND CLARK COUNTY  
HABITAT MITIGATION PROJECT EF-20  
Page 4 of 4

DATED this 3<sup>rd</sup> day of December 2013.  
FOR CLARK COUNTY

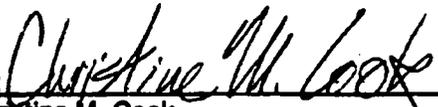


Don Benton, Environmental Services Director  
1300 Franklin Street  
PO Box 9810  
Vancouver, WA 98666-9810

DATED this \_\_\_ day of \_\_\_\_\_ 2013.  
FOR the CITY of RIDGEFIELD

Phil Messina, City Manager  
230 Pioneer Street  
PO Box 608  
Ridgefield, WA 98642

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

By:   
Christine M. Cook,  
Deputy Prosecuting Attorney

By: \_\_\_\_\_  
Chris Sundstrom  
City Attorney

**INTERLOCAL AGREEMENT  
CITY OF RIDGEFIELD AND CLARK COUNTY  
HABITAT MITIGATION PROJECT EF-20  
Page 3 of 4**

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. Waiver by either party of any provision of this AGREEMENT or any time limitation provided for herein shall not constitute a waiver of any other provision, or time limitation.

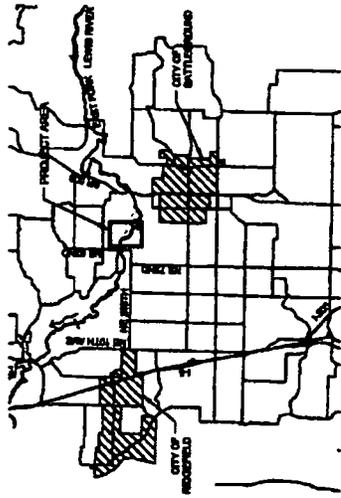
**IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the day, month and year first above written.**

**ATTACHMENT B**

**Permitting Plan Set dated August 1, 2011**

# CLARK COUNTY PUBLIC WORKS UPPER DAYBREAK STREAM HABITAT ENHANCEMENT (EF-20)

## CLARK COUNTY, WASHINGTON



**DRAWING INDEX**

C1.0	COVER
C2.0	SITE PLAN & OVERVIEW
C1.1	WHS PLAN-1
C1.2	WHS PLAN-2
C1.3	WHS PLAN-3
C1.4	WHS PLAN-4
C2.1	WHS DETAILS

**ABBREVIATIONS**

AL	ALDER
AP	APPROXIMATE
BT	BOTTOM
CS	CESTRUS
CP	CORNER POINT
CR	CORNER
DE	DECELIUS
DI	DIAMETER AT BREAK HEIGHT
DR	DRUMMER
DT	DETAIL
DN	DOWN
ET	EXISTING
EL	ELEVATION
EN	EXISTING

**CONTACT INFORMATION**

CLARK COUNTY ENVIRONMENTAL SERVICES LELA KEMBRATH	(206) 367-6118
CLARK COUNTY LEGACY LANDS PATRICK LEE	(206) 367-3378
VIGIL-AGRIMIS, INC MARTIN WHITE, PE KEVIN VIGIL, PE	(206) 274-2010

HOR	HORIZONTAL
MAX	MAXIMUM
MIN	MINIMUM
OC	ON CENTER
CHW	CHEMISTRY HIGH WATER
SH	SHEET
STA	STATION
TYP	TYPICAL
VERT	VERTICAL
VE	VEGETATION
W	WATER
WEL	WATER LEVEL ELEVATION
WES	WASHINGTON
WESW	WASHINGTON DEPARTMENT OF FISH AND WILDLIFE
WESWT	WASHINGTON DEPARTMENT OF TRANSPORTATION



**GENERAL NOTES**

1. SURVEY COMPLETED BY AG DEVELOPMENT DURING MARCH-MAY, 2011. WASHINGTON STATE PLANE COORDINATE SOUTH ZONE (NAD 83). THE VERTICAL DATUM IN CLARK COUNTY (NAD 83) IS BASED UPON A 1.25 NEGATIVE VERTICAL ADJUSTMENT FROM WADOT BENCH MARK 6804, A BRASS DISK IN THE CONCRETE CURB ON THE BRIDGE OVER THE EAST FORK OF THE LEWIS RIVER.
2. LIDAR CONTOUR DATA IS ALSO DISPLAYED IN THIS SET FOR AREAS NOT COVERED BY SITE SURVEY.
3. CONTRACTOR IS RESPONSIBLE FOR MEETING ALL PERMIT REQUIREMENTS. ANY FEES INCURRED DUE TO PERMIT VIOLATIONS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
4. ALL TREE FELLING AND WOOD PLACEMENT SHALL BE FIELD BY AS DIRECTED BY ENGINEER.

CLARK COUNTY  
DESIGN & ENGINEERING DIVISION

DESIGN SECTION  
UPPER DAYBREAK STREAM, EF-20  
COVER

PERMITTING  
PLAN SET

VIGIL & AGRIMIS  
Civil Engineers

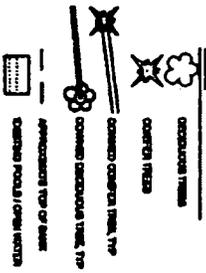
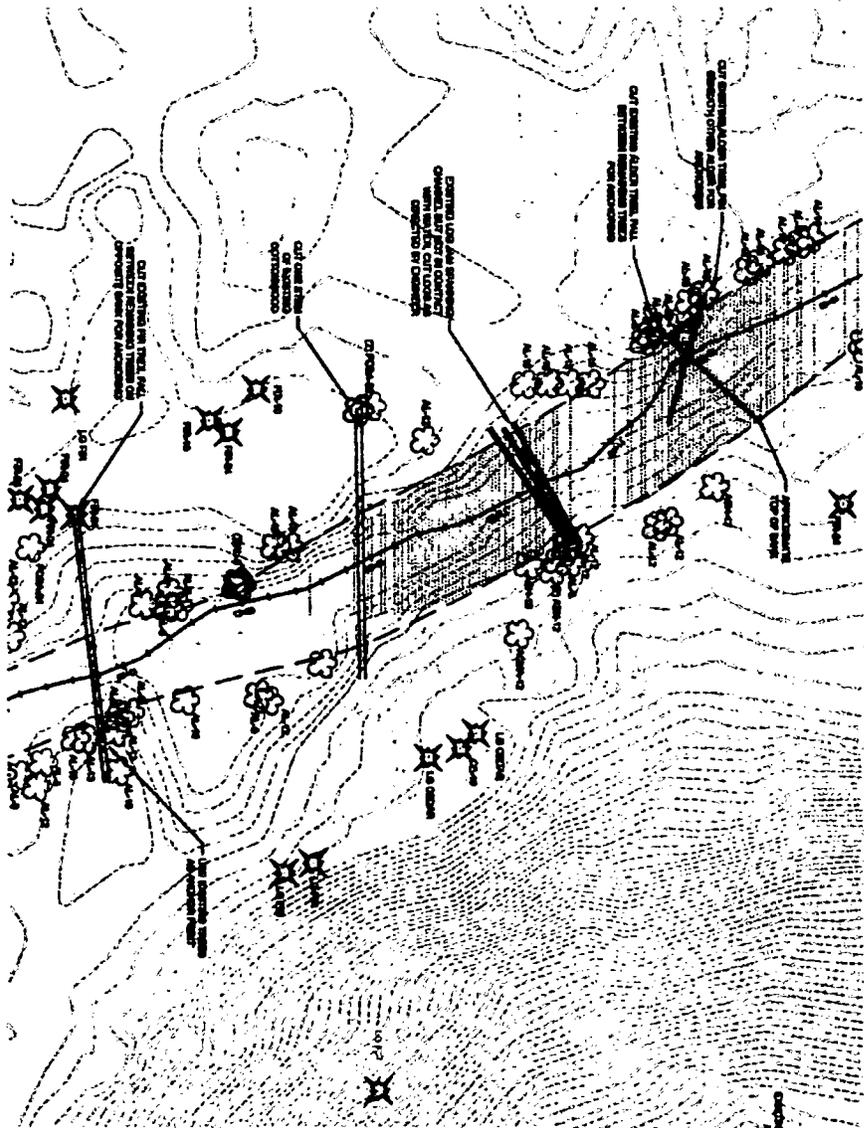
CLARK COUNTY  
DESIGN & ENGINEERING DIVISION





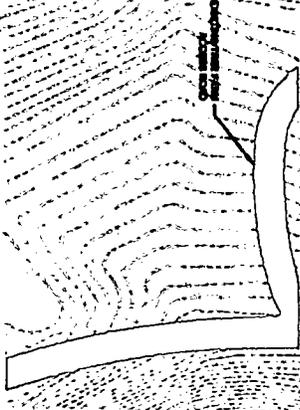


WHIS PLAN - 3  
SCALE: 1"=20'



**EXISTING LOW WATER ELEVATION**  
 1. 100' TO 120'  
 2. 120' TO 140'  
 3. 140' TO 160'  
 4. 160' TO 180'  
 5. 180' TO 200'  
 6. 200' TO 220'  
 7. 220' TO 240'  
 8. 240' TO 260'  
 9. 260' TO 280'  
 10. 280' TO 300'

- NOTES:**
1. NOT ALL EXISTING STREAM AND BRIDGE ON THIS PLAN.
  2. THESE LOCATIONS ARE NOT TO BE CONSIDERED.
  3. ALL THIS PLAN AND OTHER RELATED DRAWINGS ARE TO BE USED IN CONJUNCTION WITH THE PERMITTING PLAN SET.
  4. THIS PLAN SHOWS LOCATION, WIDTH AND ELEVATION OF PROPOSED HIGHWAY AND BRIDGE AND SHOULD BE USED IN CONJUNCTION WITH THE PERMITTING PLAN SET.
  5. PROPOSED BRIDGE SHALL BE DESIGNED TO CARRY A LOAD OF 100 TONS.



C13



**VIGIL & AGRIMIS**  
 design professionals  
 1000 N. 10th St.  
 Suite 100  
 Fargo, ND 58102  
 Phone: (701) 785-1111  
 Fax: (701) 785-1112  
 www.vigil-agrimis.com

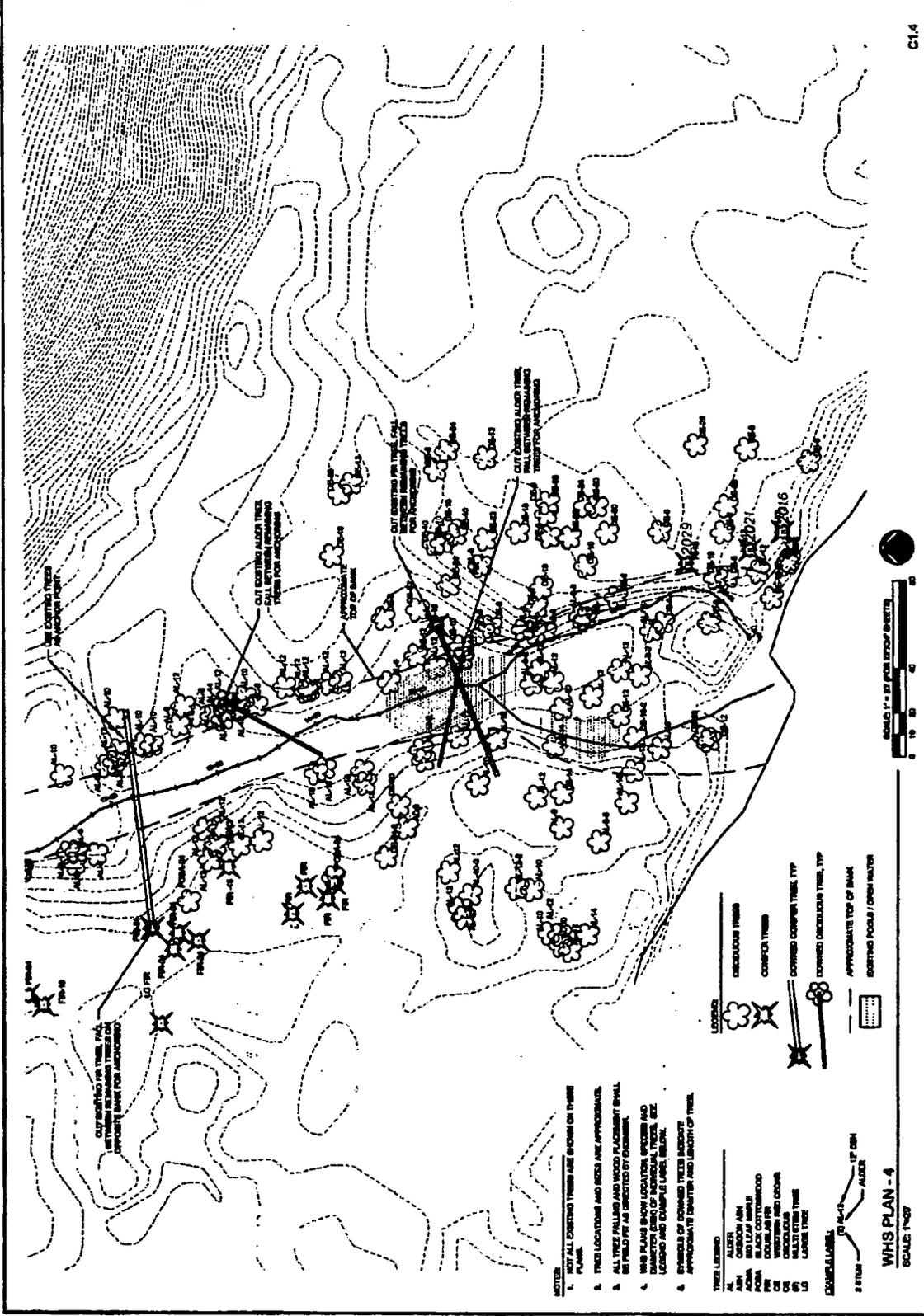
**PERMITTING PLAN SET**

DESIGN & ENGINEERING DIVISION  
 DESIGN SECTION

UPPER DAYBREAK STREAM  
 HARBOR ENHANCEMENT, 87-20  
 WHIS PLAN - 3



DESIGNED BY	CLB
CHECKED BY	CLB
DATE	08/21/11
SCALE	AS SHOWN
PROJECT NO.	87-20
DATE	08/21/11
SCALE	AS SHOWN
PROJECT NO.	87-20





**INTERLOCAL AGREEMENT  
CITY OF RIDGEFIELD AND CLARK COUNTY  
HABITAT MITIGATION PROJECT EF-20**

EN 15-44

This Interlocal Agreement (AGREEMENT) between the municipalities is made and executed this 11<sup>th</sup> day of Aug. 2015, by and between the CITY OF RIDGEFIELD, (CITY) and CLARK COUNTY (COUNTY), pursuant to RCW 39.34.080.

WHEREAS, the COUNTY has completed permit-level planning and design of habitat mitigation project EF-20 on the East Fork of the Lewis River, hereinafter called the "Project."

WHEREAS, County requires funding to implement the Project.

WHEREAS, the CITY is in the process of obtaining a water right for its Junction Well and, as mitigation for the impacts of this water right, the City has proposed to fund the completion of habitat project EF-20 on the East Fork of the Lewis River.

WHEREAS, it is mutually beneficial for the CITY and COUNTY to work cooperatively to complete the Project.

WHEREAS, the WASHINGTON DEPARTMENT OF ECOLOGY (ECOLOGY) has agreed that construction of EF-20 will satisfy City mitigation requirements.

WHEREAS, the COUNTY prepared final plans and specifications, and managed construction of habitat mitigation project EF-20 and the CITY will reimburse the COUNTY for these services.

WHEREAS, the CITY reimbursed the COUNTY for these services.

WHEREAS, The COUNTY and the CITY constructed the Project in 2014.

WHEREAS, ECOLOGY requires annual maintenance of the constructed habitat for five (5) years from the date construction was completed, beginning in 2015 and ending in 2019.

WHEREAS, the CITY and the COUNTY agree that COUNTY will maintain the constructed habitat and the CITY will reimburse the COUNTY for these services.

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

1. The COUNTY agrees to provide services which will include without limitation, project management, annual maintenance of habitat including labor, tools, equipment and materials, environmental permitting, monitoring, and reporting to complete maintenance for habitat mitigation project EF-20 as described in ATTACHMENT A. The CITY, in consideration of the work described agrees to reimburse COUNTY for all costs incurred in executing the Project as set forth herein.

2. Except as otherwise provided in this section 2, any modification to this AGREEMENT must be in writing and subject to the consent of each party. The COUNTY agrees to not exceed

INTERLOCAL AGREEMENT  
CITY OF RIDGEFIELD AND CLARK COUNTY  
HABITAT MITIGATION PROJECT EF-20  
Page 2 of 3

the estimated 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. CITY understands that project changes may affect the Project Budget as shown in ATTACHMENT A, and will not unreasonably withhold approval of changes to the budget proposed by COUNTY.

3. The CITY agrees to make progress payments to the COUNTY monthly and at completion of the project based on current billing rates for County staff and expenses. The City shall make final payment for remaining project costs within ninety (90) days after receipt of billing from the COUNTY. The County shall submit its final billing after the project is accepted by the CITY.

4. 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 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.

5. 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. The CITY and the COUNTY will not acquire any jointly-owned real or personal property in connection with the performance of this AGREEMENT. Any real or personal property used or acquired by the CITY or the COUNTY in connection with the performance of this AGREEMENT shall be disposed of by that party as it shall determine in its discretion. Except as provided herein, the CITY and the COUNTY shall each be responsible for its own individual financial costs of performance of this AGREEMENT. No joint budget will be prepared to carry out the performance of this Agreement.

6. The duration of this AGREEMENT is from date of execution of the AGREEMENT through December 31, 2019.

7. 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,

INTERLOCAL AGREEMENT  
CITY OF RIDGEFIELD AND CLARK COUNTY  
HABITAT MITIGATION PROJECT EF-20  
Page 3 of 3

below.

8. 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.

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

10. Waiver by either party of any provision of this AGREEMENT or any time limitation provided for herein shall not constitute a waiver of any other provision, or time limitation.

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

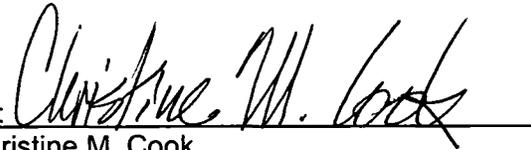
DATED this 11<sup>th</sup> day of Aug 2015.  
FOR CLARK COUNTY

DATED this \_\_\_ day of \_\_\_\_\_ 2015.  
FOR the CITY of RIDGEFIELD

  
Mark McCauley, Acting County Manager  
1300 Franklin Street  
PO Box 9810  
Vancouver, WA 98666-9810

\_\_\_\_\_  
Steve Stuart, City Manager  
230 Pioneer Street  
PO Box 608  
Ridgefield, WA 98642

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

By:   
Christine M. Cook,  
Deputy Prosecuting Attorney

By: \_\_\_\_\_  
Janean Parker  
City Attorney

# Attachment A

## Upper Daybreak Stream Habitat Enhancement (EF20)

PLANTS				Year 1 (2015)		Year 2 (2016)		Year 3 (2017)		Year 4 (2018)		Year 5 (2019)	
Minimum Size	Species	Common Name	Price	Quantity	Total								
24" bareroot	<i>Pseudotsuga menziesii</i>	Douglas fir		100									
24" bareroot	<i>Thuja plicata</i>	Western red cedar		100									
<b>TOTAL</b>				<b>200</b>									

MATERIALS			Year 1 (2015)		Year 2 (2016)		Year 3 (2017)		Year 4 (2018)		Year 5 (2019)	
Item	Price		Quantity	Total								
DriWater (1 carton/tree)	\$2.00		200	\$400.00	200	\$400.00						
Herbicide				\$150.00		\$150.00		\$100.00		\$100.00		\$100.00
<b>TOTAL</b>				<b>\$550.00</b>		<b>\$550.00</b>		<b>\$100.00</b>		<b>\$100.00</b>		<b>\$100.00</b>

LABOR and MISC			Year 1 (2015)		Year 2 (2016)		Year 3 (2017)		Year 4 (2018)		Year 5 (2019)	
Item	Price		Quantity	Total								
Vegetation Management Temp Staff (weed control)	\$21.00		48	\$1,008.00	32	\$672.00	24	\$504.00	16	\$336.00	16	\$336.00
Vegetation Management Temp Staff (planting, DriWater installation)	\$21.00		32	\$672.00	24	\$504.00						
Vegetation Management Inspector (temp. staff oversight)	\$95.39		32	\$3,052.48	32	\$3,052.48	24	\$2,289.36	16	\$1,526.24	8	\$763.12
Clark County monitoring permits	\$395.00		1	\$395.00	1	\$395.00	1	\$395.00			1	\$395.00
DES (plant procurement, monitoring, reporting)	\$97.09		26	\$2,524.34	10	\$970.90	10	\$970.90	4	\$388.36	10	\$970.90
<b>TOTAL</b>				<b>\$7,651.82</b>		<b>\$5,594.38</b>		<b>\$4,159.26</b>		<b>\$2,250.60</b>		<b>\$2,465.02</b>

SUBTOTALS			Year 1 (2015)		Year 2 (2016)		Year 3 (2017)		Year 4 (2018)		Year 5 (2019)	
plants												
materials				\$550.00		\$550.00		\$100.00		\$100.00		\$100.00
labor				\$7,651.82		\$5,594.38		\$4,159.26		\$2,250.60		\$2,465.02
<b>SUBTOTALS</b>				<b>\$8,201.82</b>		<b>\$6,144.38</b>		<b>\$4,259.26</b>		<b>\$2,350.60</b>		<b>\$2,565.02</b>

**Project Total (5 years)      \$23,521.08**