

BOARD OF COUNTY COMMISSIONERS
COUNTY OF KITTITAS
STATE OF WASHINGTON

RESOLUTION NO. 2021 - 043

**Resolution to Authorize the Chairman's Signature on an Interlocal Agreement Between
Kittitas County Flood Control Zone District and Kittitas County Conservation District**

- WHEREAS:** The Interlocal Cooperation Act, as amended, and codified in Chapter 39.34 of the Revised Code of Washington ("RCW"), provides for public agencies to enter into agreements for joint or cooperative action authorized under that chapter; and
- WHEREAS:** Kittitas County and Kittitas County Conservation District are public agencies within the meaning of chapter 39.34 RCW, and
- WHEREAS:** Kittitas County established a County-Wide Flood Control Zone District pursuant to chapter 86.15 RCW for the purpose of addressing flood management needs within county, and
- WHEREAS:** RCW 86.15.035 provides for flood control zone districts to participate in and expend revenue on cooperative watershed management arrangements and actions, and
- WHEREAS:** The Kittitas County Flood Control Zone District has included the Whiskey Creek at Ellensburg Water Company Siphon Project in its 2021 Six Year Capital Facility Plan for flood conveyance and fish passage benefits, and
- WHEREAS:** The Kittitas County Flood Control Zone District has included design funding for the Ellensburg Water Company Siphon Project in its 2021 annual budget, and
- WHEREAS:** The Kittitas Conservation District is experienced designing and managing irrigation district siphon and fish passage projects and has experience working with Ellensburg Water Company on previous siphon projects; and
- WHEREAS:** The Kittitas County Flood Control Zone District, Ellensburg Water Company and the Kittitas County Conservation District desire to work together in support of the Whiskey Creek at Ellensburg Water Company Siphon Project;

NOW, THEREFORE BE IT RESOLVED that the Board of County Commissioners, in the best interest of the public, does hereby authorize the Chairman's signature on an Interlocal Agreement between Kittitas County Flood Control Zone District and the Kittitas Conservation District.

DATED this 16th day of March 2021, at Ellensburg, Washington.

BOARD OF COUNTY COMMISSIONERS
KITTITAS COUNTY, WASHINGTON



Brett Wachsmith, Chairman



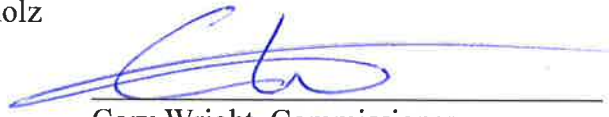
Attest:

Clerk of the Board- Julie Kjorsvik



Laura Osiadacz, Vice-Chairman

Deputy Clerk of the Board- Mandy Buchholz



Cory Wright, Commissioner

**INTERLOCAL AGREEMENT BETWEEN KITTITAS COUNTY FLOOD
CONTROL ZONE DISTRICT AND KITTITAS COUNTY
CONSERVATION DISTRICT**

This Interlocal Agreement is made and entered into this 11th day of March, 2021, by and between Kittitas County through the Kittitas County Flood Control Zone District (hereinafter the "Flood District") and the Kittitas County Conservation District (hereinafter the "Conservation District").

RECITALS

WHEREAS, the Interlocal Cooperation Act, as amended, and codified in Chapter 39.34 of the Revised Code of Washington ("RCW"), provides for public agencies to enter into agreements for joint or cooperative action authorized under that chapter; and

WHEREAS, Kittitas County and the Kittitas County Conservation District are public agencies within the meaning of chapter 39.34 RCW; and

WHEREAS, Kittitas County established a County-Wide Flood Control Zone District pursuant to Chapter 86.15 RCW for the purpose of addressing flood management needs within the county; and

WHEREAS, RCW 86.15.035 provides for flood control zone districts to participate in and expend revenue on cooperative watershed management arrangements and actions; and

WHEREAS, the Kittitas County Flood Control Zone District has included the Whiskey Creek at Ellensburg Water Company Siphon Project in its 2021 Six Year Capital Facility Plan for flood conveyance and fish passage benefits; and

WHEREAS, the Kittitas County Flood Control Zone District has included design funding for the Ellensburg Water Company Siphon Project in its 2021 annual budget; and

WHEREAS, the Kittitas Conservation District is experienced designing and managing irrigation district siphon and fish passage projects and has experience working with Ellensburg Water Company on previous siphon projects; and

WHEREAS, the Kittitas County Flood Control Zone District, Ellensburg Water Company and the Kittitas County Conservation District desire to work together in support of the Whiskey Creek at Ellensburg Water Company Siphon Project;

NOW THEREFORE, it is agreed as follows:

INTERLOCAL AGREEMENT BETWEEN KITTITAS COUNTY FLOOD CONTROL ZONE
DISTRICT AND KITTITAS COUNTY CONSERVATION DISTRICT

TERMS

1. **Legal Basis.** This Agreement is entered into pursuant to Chapter 39.34 (the Interlocal Cooperation Act) and Chapter 86.15 RCW (Flood Control Zone Districts).
2. **Purpose.** The purpose of this agreement is for the Flood District and the Conservation District to work cooperatively to perform the Scope of Work identified in Exhibit A and for the Flood District to provide funding to the Conservation District for the completion of these tasks. The Flood District Administrator will accept the final bid ready plans and specifications (Exhibit A, Task 4) upon satisfaction that the Scope of Work has been completed and with acceptance of same from the Ellensburg Water Company.
3. **Term of Agreement.** The term of this Agreement shall be from its effective date through December 31, 2021 or as otherwise agreed to by the parties as provided in Section 14 or terminated as provided in Section 16.
4. **Payment.** Payment shall be made on a reimbursable basis for costs incurred by the Conservation District to complete the scope of work identified in Exhibit A (Whiskey Creek – Ellensburg Water Company Fish Passage Improvements). In addition to the costs specified in Exhibit A (\$78,865), payment of up to \$4,000 for costs incurred by Conservation District staff for project management and administration are allowed. Payment for satisfactory performance shall not exceed \$82,865 unless the parties mutually agree in writing to a higher amount.
5. **Billing Procedure.** The Conservation District shall submit invoices monthly. Invoices are to be sent to: Kittitas County Department of Public Works, 411 North Ruby Street, Suite 1, Ellensburg, WA 98926, Attn: Arden Thomas, and will be paid within thirty (30) days of receipt by the Flood District. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within thirty (30) days after the expiration date or termination of the Agreement, whichever is earlier.
6. **Contract Management.** The Agreement Administrator for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The Agreement Administrator for the Conservation District is: Anna Lael, 2211 W Dolarway Road, Ste 4, Ellensburg, WA 98926. Telephone: 509-925-3352 ext. 7.

The Agreement Administrator for the Flood District is: Arden Thomas, 411 North Ruby Street, Suite 1, Ellensburg, WA 98926. Telephone: 509-962-7523.

7. **Maintenance of Record.** Each party hereto agrees to maintain books, records and documents using accounting procedures which accurately reflect all direct and indirect costs related to the performance of services described herein. Each party may examine the other party's books and records to verify the accuracy of invoices. Each party's fiscal management system shall include the capability to provide accurate and complete disclosure of all costs invoiced under this Agreement. All books, records, documents and other materials relevant to this agreement will be retained for six years after expiration of the Agreement, and the Office of the State Auditor 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 to assure that records and documents provided by the other party are not erroneously disclosed to third parties.
8. **Indemnification.** Each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions, or those of its officers, agents or employees to the fullest extent provided by the law, and further agrees to save, indemnify, defend and hold harmless the other party from any and such liability arising out of the performance of this Agreement. In the case of negligence of more than one party, any damages allowed shall be levied in proportion to the percentage of the negligence attributable to each party. This indemnification paragraph shall survive the termination of this Agreement.
9. **Assignment.** This Agreement cannot be assigned, transferred or any portion subcontracted by either party hereto without the prior written consent of the other party, which consent shall not be reasonably withheld.
10. **Future Support.** Neither party to this Agreement makes any commitment to future support and assumes no obligation for future support of any activity contracted for herein, except as may be expressly set forth in this Agreement.
11. **Compliance with Laws.** Each party hereto, in its performance of this Agreement, agrees to comply with all applicable local, State and Federal laws and ordinances.
12. **Relationship of the Parties.** In the performance of the work herein contemplated (Exhibit A), the party performing the work is an independent contractor with the authority to control and direct the performance of the details of the work; however, the work contemplated herein shall be subject to the general rights of inspection and review of the party requesting the work be done, to secure the satisfactory completion thereof.

13. **Jurisdiction.** Any legal dispute between the parties to this Agreement shall be governed by the laws of the State of Washington, and any action to enforce this Agreement shall be brought in Kittitas County, Washington.
14. **Modification.** The provisions of this Agreement may be modified or amended only by written mutual agreement of the parties, executed by personnel authorized to bind each of the parties.
15. **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 writing signed by an authorized representative of the party and attached to the original Agreement.
16. **Termination.** This Agreement shall remain in full force and effect until terminated on December 31, 2021, by mutual written agreement of the parties, or by written notice of termination given by one party to the other at least thirty (30) days prior to the date of such termination.
17. **Agreement Not for Benefit of Third Parties.** This Agreement is entered into solely for the benefit of the parties hereto and vests no rights in, or is it enforceable by, any third parties.
18. **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.
19. **Filing.** This Agreement shall be filed with the Kittitas County Auditor, or, alternatively, listed by subject on each or either party's website or other electronically retrievable public source pursuant to Revised Code of Washington 39.34.040.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

KITTITAS COUNTY
CONSERVATION DISTRICT



Mark Moore, Board of Supervisors

KITTITAS COUNTY



Brett Wachsmith, Chairman 3/16/21

Attest:



Approved as to Form:

County Prosecuting Attorney

INTERLOCAL AGREEMENT BETWEEN KITTITAS COUNTY FLOOD CONTROL ZONE
DISTRICT AND KITTITAS COUNTY CONSERVATION DISTRICT

EXHIBIT A

Scope of Work

Whiskey Creek – Ellensburg Water Company Fish Passage Improvements

**KITTITAS COUNTY CONSERVATION DISTRICT
WHISKEY CREEK – ELLENSBURG WATER COMPANY FISH PASSAGE IMPROVEMENTS**

**SCOPE OF WORK
February 5, 2021**

At the request of the Kittitas County Conservation District (KCCD), this Scope of Work outlines tasks associated with preparing an engineering analysis and design for the Whiskey Creek crossing of the Ellensburg Water Company (EWC) canal located northwest of the City of Ellensburg, in Kittitas County, Washington.

Presently, Whiskey Creek drops beneath the EWC canal in a corrugated metal culvert. The Washington Department of Fish and Wildlife (WDFW) passage and diversion screening inventory database lists the Whiskey Creek at EWC culvert as a fish barrier due to the culvert slope. The Whiskey Creek crossing EWC canal, shown on Figure 1, would be made fish passable by constructing canal headwalls and forcing the canal water to pass beneath the creek in a siphon, allowing the creek to be a natural and free flowing stream. There is no water pickup or delivery by EWC at the Whiskey Creek crossing, but an EWC spillgate at this location will need to be incorporated into the analysis and design. Also, a Whiskey Creek channel spanning precast concrete bridge will be incorporated into the design for canal operations.

TASK 1 - PROJECT MANAGEMENT AND MEETING ATTENDANCE

Anderson Perry & Associates, Inc. (AP) will attend a kickoff meeting with the canal owner/operator(s) to discuss concepts and gather information related to design criteria. AP will prepare invoices based on employee timesheet review and accrued project expenses. The monthly invoices will be sent by email to KCCD staff and accompanied with a brief monthly progress summary and progress status. AP will prepare meeting notes after each meeting.

Deliverable

- Invoices, Project Status, and Meeting Notes

TASK 2 - SURVEY AND DATA COLLECTION

AP will collect survey data necessary to develop the basis of design engineering report for the project site. The survey will include topographic information at the existing diversion, water surface elevations (including estimated irrigation water surface elevation and Whiskey Creek ordinary high water mark), and coordination with EWC staff. Utility identification and locates will be included as needed. A pebble count survey will be completed as part of the field work. Finally, a base map will be generated for the design. AP will prepare a Geotechnical Report for the site using backhoe test pits excavated to approximately 20 feet or refusal. Test pit logs will be developed for each test pit, including depths to groundwater, soil type, and characteristics and included in the Geotechnical Report.

Deliverables

- Site Survey
- Pebble Count
- Geotechnical Report

TASK 3 – BASIS OF DESIGN ENGINEERING REPORT

AP will prepare a draft and final Basis of Design Engineering Report to be presented to Kittitas County Conservation District (KCCD). AP will attend one meeting with EWC and KCCD staff and the Yakima Tributary and Access Habitat Program's Technical Work Group to discuss recommendations and design considerations related to the engineering report and developing the conceptual design. The report will discuss alternatives, including advantages or disadvantages for each alternative, special considerations, describe the recommended conceptual design, and engineer's estimate of probable cost. This report will define design criteria as well as preliminary hydrology and hydraulics and will develop channel profiles for the canal and creek.

Based on this scope of work request from KCCD, AP expects the recommended alternative will be a siphon for the EWC canal. AP will prepare 30 percent design plans for the EWC siphon and Whiskey Creek crossing. AP will also prepare a preliminary cost estimate.

Deliverables

- Basis of Design Engineering Report
- 30 Percent Design Plans
- Preliminary Cost Estimate

TASK 4 – DESIGN ENGINEERING WHISKEY CREEK

AP will prepare 60 percent, 90 percent, and final bid ready design plans; cost estimate; and Technical Specifications for the Whiskey Creek crossing of the EWC canal, with the canal routed beneath Whiskey Creek in a siphon and a precast concrete bridge crossing Whiskey Creek for canal operations.

AP will address each of the following components and other agreed upon improvements recommended as part of the design:

1. Supply drawings, quantities, and other pertinent information for completion of the permitting process as requested.
2. Prepare updated final Basis of Design Engineering Report to support design preparation.
3. Address all comments obtained during the two design review meetings.
4. Prepare response to comments for EWC, Kittitas County, Bonneville Power Administration, WDFW, and others on a one-to-one basis and updating the Basis of Design Engineering Report accordingly.
5. Prepare detailed construction plans, notes, specifications, and details for all items required for the successful completion of the project.
6. Prepare a preliminary construction schedule.
7. Prepare a detailed cost estimate for the labor and materials of the proposed construction activities sufficient to complete the project.

Deliverables

- 60 Percent Design Plans
- 90 Percent Design Plans, Specifications, and Cost Estimate
- Final Bid Read Design Plans and Specifications

TASK 5 – MANAGEMENT RESERVE

This task will be a management reserve budget to be used upon specific request by the Client. The management reserve may be used for Client directed changes, modifications, or additional work items not covered by the existing budget.

PROJECT LIMITATIONS AND ASSUMPTIONS

This proposal does not include the following but may be added by contract amendment:

1. Easements
2. KCCD or EWC to provide backhoe excavated test pits
3. Kittitas County bridge or roadway modifications
4. Individual irrigation system improvements
5. Major creek realignment or modifications outside of the current design
6. Hydrology modeling and flood routing
7. Bidding and construction administration assistance

SUMMARY OF ESTIMATED COSTS FOR SERVICES

The estimated costs for performing the above tasks are not to exceed \$78,865 without prior approval. Enclosed is an Engineering Fee Estimate with hourly cost breakout. Actual cost will be based on time and materials, in accordance with the attached Engineering Fee Estimate and engineers current Hourly Fee Schedule. The hourly fee schedule will be updated in April of each year.

**KITTITAS COUNTY CONSERVATION DISTRICT
WHISKEY CREEK - ELLENSBURG WATER COMPANY FISH PASSAGE IMPROVEMENTS
ENGINEERING FEE ESTIMATE
February 5, 2021**



Task Description	Principal \$185.00		Senior Engineer \$180.00		Geotechnical Engineer \$145.00		Project Engineer \$135.00		Staff Engineer \$125.00		Drafting \$105.00		Survey Crew \$185.00		Total	
	Hours	Est. Cost	Hours	Est. Cost	Hours	Est. Cost	Hours	Est. Cost	Hours	Est. Cost	Hours	Est. Cost	Hours	Est. Cost	Hours	Est. Cost
Task 1 - Project Management and Meeting Attendance																
Project Management/Coordination	4	\$ 720	18	\$ 3,240		\$ -		\$ -		\$ -		\$ -		\$ -	22	\$ 3,960
Kickoff Meeting/Site Visit		\$ -	8	\$ 1,440		\$ -	12	\$ 1,620		\$ -		\$ -		\$ -	20	\$ 3,060
Design Review Meetings (2)		\$ -	16	\$ 2,880		\$ -	16	\$ 2,160		\$ -		\$ -		\$ -	32	\$ 5,040
Task 1 Subtotal	4	\$ 720	42	\$ 7,560	0	\$ -	28	\$ 3,780	0	\$ -	0	\$ -	0	\$ -	74	\$ 12,040
																Direct Cost (Mileage, etc.) \$ 500
																Task 1 Total \$ 12,540
Task 2 - Survey and Data Collection																
Topographic Survey/Data Breakdown		\$ -	1	\$ 180		\$ -	2	\$ 270		\$ -	8	\$ 840	20	\$ 3,700.00	31	\$ 4,990
Pebble Count Evaluation		\$ -		\$ -		\$ -	3	\$ 405	2	\$ 250		\$ -		\$ -	5	\$ 655
Base Maps		\$ -		\$ -		\$ -		\$ -		\$ -	8	\$ 840		\$ -	8	\$ 840
Geotechnical Report		\$ -		\$ -	30	\$ 4,050		\$ -		\$ -		\$ -		\$ -	30	\$ 4,050
QA/QC		\$ -	2	\$ 360		\$ -		\$ -		\$ -		\$ -		\$ -	2	\$ 360
Task 2 Subtotal	0	\$ -	3	\$ 540	30	\$ 4,050	5	\$ 675	2	\$ 250	16	\$ 1,680	20	\$ 3,700.00	76	\$ 10,655
																Direct Cost (Mileage, Survey Equipment, etc.) \$ 1,240
																Task 2 Total \$ 11,895
Task 3 - Basis of Design Engineering Report																
Hydrology Analysis		\$ -		\$ -		\$ -	4	\$ 540		\$ -		\$ -		\$ -	4	\$ 540
Hydraulic Analysis/HEC-RAS Modeling		\$ -		\$ -		\$ -	30	\$ 4,050	4	\$ 500	2	\$ 210		\$ -	36	\$ 4,760
Develop Improvements		\$ -	4	\$ 720		\$ -	25	\$ 3,375		\$ -	16	\$ 1,680		\$ -	45	\$ 5,775
Prepare Draft Preliminary Design Report		\$ -		\$ -		\$ -	30	\$ 4,050	2	\$ 250	2	\$ 210		\$ -	34	\$ 4,510
Prepare Final Preliminary Design Report		\$ -		\$ -		\$ -	10	\$ 1,350	2	\$ 250	1	\$ 105		\$ -	13	\$ 1,705
Quality Assurance/Quality Control (QA/QC)		\$ -	4	\$ 720		\$ -	2	\$ 270		\$ -		\$ -		\$ -	6	\$ 810
Task 3 Subtotal	0	\$ -	8	\$ 1,440	0	\$ -	101	\$ 13,635	8	\$ 1,000	21	\$ 2,205	0	\$ -	138	\$ 18,280
																Direct Cost (Mileage, etc.) \$ -
																Task 3 Total \$ 18,280
Task 4 - Design Engineering Whiskey Creek																
60 Percent Plans		\$ -	20	\$ 3,600	2	\$ 270	30	\$ 4,050	2	\$ 250	25	\$ 2,625		\$ -	77	\$ 10,795
60 Percent Plans Review Comments Addressed		\$ -	2	\$ 360		\$ -	6	\$ 810	2	\$ 250	4	\$ 420		\$ -	14	\$ 1,840
90 Percent Plans		\$ -	15	\$ 2,700	2	\$ 270	20	\$ 2,700	5	\$ 625	16	\$ 1,680		\$ -	58	\$ 7,975
90 Percent Plans Review Comments Addressed		\$ -	2	\$ 360		\$ -	4	\$ 540		\$ -	2	\$ 210		\$ -	8	\$ 1,110
Final Bid Ready Plans and Specifications		\$ -	2	\$ 360		\$ -	10	\$ 1,350		\$ -	2	\$ 210		\$ -	14	\$ 1,920
Quality Assurance/Quality Control (QA/QC)	4	\$ 720	4	\$ 720		\$ -	4	\$ 540	2	\$ 250		\$ -		\$ -	14	\$ 2,230
Task 4 Subtotal	4	\$ 720	45	\$ 8,100	4	\$ 540	74	\$ 9,990	11	\$ 1,375	49	\$ 5,145	0	\$ -	187	\$ 25,870
																Direct Cost (Mileage, etc.) \$ -
																Task 4 Total \$ 25,870
Task 5 - Management Reserve																
Client Directed Edits and Modifications		\$ -	10	\$ 1,800	5	\$ 725	30	\$ 4,050	2	\$ 250	25	\$ 2,625		\$ -	72	\$ 9,450
Task 5 Subtotal	0	\$ -	10	\$ 1,800	5	\$ 725	30	\$ 4,050	2	\$ 250	25	\$ 2,625	0	\$ -	72	\$ 9,450
																Direct Cost (Mileage, etc.) \$ 550
																Task 5 Total \$ 10,000

1. Project costs including mileage, lodging, and per diem shall be according to the established Internal Revenue Service Federal rates.
 2. Project cost estimates are estimated based on previous work efforts and will be on a time and materials basis. This project may be authorized in phases by task based on funding.
 3. Total authorized budget may be used for any of the tasks and it is possible one task could be under budget and another task be over budget for this estimate.

TOTAL COST \$ 78,865.00



KITTITAS COUNTY CONSERVATION DISTRICT
WHISKEY CREEK - ELLENSBURG WATER COMPANY FISH PASSAGE IMPROVEMENTS
VICINITY MAP

FIGURE
1