

**INTERLOCAL AGREEMENT
BETWEEN CLARK COUNTY AND THE CITY OF CAMAS
TO DEVELOP A LONG-TERM PARTNERSHIP FOR
MANAGEMENT OF THE LACAMAS WATERSHED AND LACAMAS/ROUND LAKES**

Pursuant to Chapter 39.34 RCW and RCW 70A.205.040, this Interlocal Agreement (Agreement) is entered into between Clark County and the City of Camas (the "Parties"), recognizing the continued efforts of the Parties to improve water quality within the Lacamas Watershed, Lacamas Lake and Round Lake, and to develop a long-term partnership to collaborate on future management and implementation strategies.

WHEREAS, the Parties recognize that our community, businesses, public policymakers, and local government staff benefit from cooperative, coordinated, and shared approaches to managing the Lacamas Watershed and Lacamas and Round Lakes (the "Lakes"); and

WHEREAS, both Parties understand the importance of watershed management and the impacts that poor water quality can have on the environment, recreation, and citizens' overall quality of life; and

WHEREAS, there is a mutual benefit to the County and City to continue to protect and improve the Lacamas Watershed for the benefit of current and future generations; and

WHEREAS, Camas citizens, recreational users of the Lakes, and other broader community members have made it abundantly clear through comments and public engagement that improving the water quality within the Lakes and the broader Lacamas Watershed is of paramount importance; and

WHEREAS, in the 1990's and early 2000's the County independently, and through partnering with the Department of Ecology, completed water quality monitoring within Lacamas and Round Lakes, developed strategies to improve water quality, and implemented improvements within the Watershed, primarily targeting agricultural and dairy practices at the time; and

WHEREAS, since the early 2000's there has not been a concerted effort on the part of any agency to specifically monitor water quality within the Lakes and there has been an apparent worsening of water quality or other change in conditions that has brought consistent algal blooms to occur on the Lakes, impacting recreational activities and other environmental resources; and

WHEREAS, the County has completed monitoring of streams within the Lacamas Watershed every five years to track water quality status and trends, with the last effort completed in 2021; and

WHEREAS, in 2021, the City and the County partnered on completion of a water quality assessment of Fallen Leaf Lake (previously known as Dead Lake), which discharges into Lacamas Lake; and

WHEREAS, beginning in 2020 the City secured funding and took the lead in developing a Lake Cyanobacteria Management Plan ("Lake Management Plan") in accordance with the Department of Ecology's guidance documents and in coordination with multiple agency and non-profit stakeholders, including Clark County. A draft of the Lake Management Plan was completed in Fall 2023 and is currently under review by the Department of Ecology; and

WHEREAS, funding for the Lake Management Plan was in part provided by the Department of Ecology Freshwater Algae Control Program and through State Budget appropriations submitted on behalf of the community by the Parties State legislators; and

WHEREAS, the larger streams and the Lakes within the Lacamas Watershed are considered Waters of the State, signifying they are owned by the public and managed through a coordinated effort of state and local agencies, including the County and Camas; and

WHEREAS, the Parties recognize it will take a concerted effort on the part of all agencies having jurisdiction, all non-profit organizations, and the general public to make significant improvements to the water quality within the Lacamas Watershed and Lakes; and

WHEREAS, both parties have existing National Pollutant Discharge Elimination System (NPDES) Stormwater Permits and dedicated stormwater programs that already plan, monitor, inspect and improve water quality within their respective jurisdictional boundaries, including the Lacamas Watershed and Lakes; and

WHEREAS, through the Clark County Cleanwater Commission, a Lacamas Watershed Symposium was held on October 25, 2023, in which multiple agencies and non-profit organizations presented on all of the good work that has been occurring within the Lacamas Watershed and Lakes and where participants discussed potential opportunities for partnering and coordinating on future management and implementation of strategies to improve water quality within the Lacamas Watershed and Lakes; and

WHEREAS, after the Lacamas Watershed Symposium, the City of Camas Council, and the Clark County Council each individually supported the development of an interlocal agreement and partnership between Camas and the County to lead efforts to strengthen and coordinate on management of and improvement to the water quality within the Lacamas Watershed and Lakes.

NOW, THEREFORE, in consideration of the mutual benefits and covenants contained herein, it is hereby agreed:

1. **Purpose of Agreement.** The Parties intend this Agreement to provide for a long-term partnership and creation of a governance structure in support of efforts, in conjunction with other agencies, organizations, and the public, to improve water quality within the Lacamas Watershed and Lakes. Through this Agreement, ultimately the Parties intend to identify roles and responsibilities, governance, policy, joint and individual work plan, and financial expectations, and to clarify regulatory authority(ies) in support of a shared Vision for the Watershed and Lakes.
 - 1.1. The Parties will revisit this Agreement at least biannually, or as otherwise necessary, to determine if updates are required.

2. Joint Vision and Charter Development.

2.1. The Parties will develop a joint Vision and Charter document to confirm and identify a shared vision for the Lacamas Watershed and clarify roles, responsibilities, and expectations for each party as it relates to achieving the Vision and implementing Watershed and Lake Management activities for the Lakes. The Charter may include such things as a governance structure for joint decision-making where necessary, a shared public outreach and information plan, internal communication strategies for keeping the Clark County Council and Camas City Council (the “Councils”) informed, annual joint work plan requirements, and other related activities as further identified below.

3. Technical Advisory Group Creation.

3.1. The Parties will create a Technical Advisory Group (TAG) to provide for streamlined communication between the Parties; provide technical overview and guidance for activities in the Watershed and Lakes; recommend implementation strategies with forecasted and measurable outcomes to the Councils’ to improve water quality within the Lacamas Watershed and Lakes; recommend funding and policy initiatives; and manage, oversee and monitor the effectiveness of this Agreement, implemented projects, public participation and stakeholder engagement.

3.2. The TAG shall meet at least twice annually to review status of individual Party work efforts, assign, and coordinate on joint activities, and determine if there are necessary updates for the Councils. Agendas shall be jointly prepared and reviewed by the Parties.

3.3. The TAG shall include members of staff from each Party, and at a minimum will include the Public Works Directors, or their designee, and technical staff members from the County’s Cleanwater Division and the City’s Stormwater Division. It is envisioned that early meetings of the TAG may have participation from only County and City staff, then expand as the partnership and associated projects evolve.

3.3.1. Each Party may have other staff attend TAG meetings at their own discretion.

3.3.2. Representatives from other agencies or non-profit organizations may be invited to attend TAG meetings upon concurrence of both Parties.

4. Joint Public Outreach and Agency Partnerships.

4.1. Public Outreach. The Parties will develop a joint Public Participation Plan for the Lacamas Watershed and Lakes including strategies for keeping the public informed about the status of water quality and implementation strategies and creating a process to gather public input as work efforts and implementation progresses. This Public Participation Plan, at a minimum, will:

4.1.1. Identify target audiences and establish key messages for all stakeholders.

4.1.2. Identify timelines for routine public meetings and/or open houses to share updates on implementation progress in the Watershed and Lakes.

4.1.3. Establish a webpage(s) to provide updates on implementation efforts in the Lacamas Watershed and Lake.

4.1.4. Designate co-sponsored volunteer stewardship activities including, but not limited to, litter cleanups, invasive species removal, community service events, and tree planting activities.

- 4.1.5. Identify opportunities to provide education and outreach at public events, such as the Camas Farmers Market and Annual Lake Cleanup, and the type of information that should be shared.
- 4.1.6. Identify and develop specific education and outreach programs through coordination with local organizations that work directly with private landowners to educate property owners on what they can do to improve water quality.
- 4.1.7. The Parties will work together to develop a specific outreach plan or strategy to work with large pollutant generating facilities in the watershed including Golf Courses and Dairies. This will include requesting partnership support from the Department of Ecology, USDA NRCS, WSDA, or other agencies for joint site visits, outreach, technical, and financial assistance.

4.2. Agency Partnerships.

- 4.2.1. The Parties will follow the Department of Ecology’s Lacamas Creek Source Assessment and Advanced Restoration Plan (ARP) development for the Lacamas Watershed. The Parties will participate, review, or provide comments when deemed necessary to Ecology as allowed or otherwise requested through the Ecology process.
 - 4.2.1.1. The Parties understand the Assessment will serve as the technical foundation for watershed implementation activities and the ARP will identify priority areas and projects for implementation, develop a list of implementation activities, establish cost estimates and a timeline for implementation, and include long-term effectiveness monitoring to adaptively manage the ARP; all for the benefit of the Watershed. It is anticipated that the Parties will be instrumental in carrying out the recommendations of the ARP, likely through their respective Stormwater NPDES permits and, as such, the Parties should endeavor to actively participate in the development of the ARP.

5. Policy Initiatives.

- 5.1. Operating within their respective established budgetary and policymaking framework, the Parties will attempt to work together to establish legislative priorities and requests for funding for the Lacamas Watershed and Lakes focused on reducing nutrient loading and harmful algal blooms. Examples may include such things as seeking local and/or State legislative support for septic, sewer, and stormwater activities; support for agricultural work; riparian restoration activities; or efforts to regulate the use of phosphate-based fertilizers in the watershed.
- 5.2. The Parties, through recommendations of the TAG, will work together to identify opportunities to update local codes and ordinances to protect water quality in the Lacamas Watershed and Lakes, which could include new requirements around nutrient application or developing policies for motorized boaters on Lacamas Lake.
- 5.3. The Parties will work together to identify, support, and pursue funding and partnerships for projects that involve land acquisition, riparian and wetland restoration, or implementation of agricultural best management practices for manure management.

- 5.4. The Parties will explore opportunities to increase local funding for Watershed and Lakes Management activities. This may include a review of recreational fees, event permits, stormwater rates, use of Clark County’s Conservation Futures program, or other potential programs in both jurisdictions. As part of this effort, opportunities to fund other Watershed partners’ efforts such as the Clark Conservation District, Lacamas Watershed Council and the Watershed Alliance of Southwest Washington should be explored to the extent possible.
- 5.5. Long-Term Management. The Parties will assess potential options to, benefits of, or challenges of maintaining a long-term interlocal agreement-based partnership, establishing a different form of joint operated management structure, or the potential for a separate new entity that can serve as a chief steward to support and fund implementation work in the Lacamas Watershed and Lakes. Initial work led by the TAG will focus on determining when an appropriate time would be to assess these potential options as the Parties recognize initial coordination and development of a municipal partnership is the near-term priority.

6. Work Plans.

6.1. Clark County.

- 6.1.1. Dependent upon available funding and staff resources, implement microbial source tracking (MST) monitoring to collect bacteria samples and use DNA technologies to determine whether bacteria pollution is coming from humans, livestock, horses, dogs, or geese. This information will be used to work with Poop Smart Clark to assist landowners with water quality problems on their property, specifically from livestock and septic systems, or to work on other geese deterrent strategies.
- 6.1.2. Continue to provide monitoring support for the Lacamas Watershed by completing monitoring at least every five years to track water quality status and trends.
- 6.1.3. Complete stormwater inventory and upgrade all stormwater cartridges to Phosphorb cartridges to increase nutrient treatment in stormwater runoff.
- 6.1.4. Clark County Public Health will continue to provide cyanobacteria monitoring and education to recreationalists on water quality and beach closures.
 - 6.1.4.1. The Parties will continue coordinating regarding potential improvements to the testing and notification process as it relates to the amount of time required to notify the general public of potential water quality concerns.

6.2. Camas.

- 6.2.1. Continue to provide updates to the TAG and Councils regarding operation of the Lacamas Lake Dams and explore opportunities to integrate dam management activities to improve flushing of Lacamas Lake.
- 6.2.2. In coordination with the TAG, develop a final Lake Treatment Plan to be implemented in Summer 2024 and more fully develop an adaptive treatment, management, and effectiveness monitoring plan for subsequent years.
- 6.2.3. In coordination with the TAG, develop and complete monitoring activities in, and downstream of, the Lakes as necessary to continue to establish baseline information and

support future Lake treatment efforts.

- 6.2.4. Gather additional information relative to the findings in the Lake Management Plan, including considerations of things such as dye tracing to determine how creek flows entering the Lakes move through the water bodies, conducting more extensive aquatic vegetation surveys, investigating the sources of the Unnamed Creek on the north side of Lacamas Lake, and additional sediment sampling.

6.3. **Near-Term Joint Work Plan.**

- 6.3.1. Develop a joint Vision and Charter per Section 2.1.
- 6.3.2. Create and confirm membership of a Technical Advisory Group (TAG) per Section 3.1.
- 6.3.3. Develop a joint Public Participation Plan per Section 4.1.
- 6.3.4. Develop a specific outreach plan and strategies to work with large pollutant generating facilities per Section 4.1.2.
- 6.3.5. Identify legislative priorities for the next biennium to request support from the Parties local legislators per Section 5.1.
- 6.3.6. Identify potential opportunities to update local Codes to further strategies that will assist in improving water quality within the Lacamas Watershed and Lakes per Section 5.2.
- 6.3.7. Explore opportunities to increase local funding for Lacamas Watershed and Lakes activities per Section 5.4.
- 6.3.8. Develop a conceptual Watershed Improvement Plan with known or suspected “hot spots” (e.g. areas of significant erosion; contributions of contaminants, septic failures, etc.) and potential projects, lead agency, anticipated costs, and probable funding sources to be used by the Parties as a tool to track opportunities not otherwise identified in other planning documents.

6.4. **Ongoing Joint Work Plan.**

- 6.4.1. Revisit this Agreement at least biannually per Section 1.1.
- 6.4.2. Continue working with agency and non-profit organizations per Section 4.
- 6.4.3. The Parties will inventory their respective stormwater facilities to identify which facilities currently have phosphorous removal treatment cartridges. Facilities that are missing, malfunctioning, or needing replacement will be incorporated into the annual capital plan to be upgraded.
- 6.4.4. Continue to implement each agency’s respective stormwater management programs regulated by the Phase I (County) and Phase II (Camas) NPDES Municipal Stormwater Permits, which includes inspection, maintenance, and repair of municipal stormwater infrastructure. This also includes continuing to identify opportunities for stormwater retrofits; providing routine street sweeping; technical assistance for pollution source control; and providing homeowners with technical assistance for private stormwater facilities.
- 6.4.5. Both Parties will continue to participate in the Stormwater Partners for Southwest Washington to continue coordinating on stormwater management activities.
- 6.4.6. The Parties will continue to investigate long-term treatment opportunities and best practices for controlling harmful algal blooms in the Lakes based on treatment effectiveness.

6.4.7. Document annual Watershed and Lakes activities in an annual report to be presented to the Councils and made available to the general public.

7. **Limitations.**

7.1. Nothing in this agreement shall supersede any authority granted to either the County or the City, or otherwise imply any control by one Party over the other Party.

7.2. Nothing in this agreement shall obligate either Party to provide personnel or assume operation and maintenance responsibilities for the other party's facilities or operations. Nor shall any provision of this agreement change in any manner the rules and restrictions under which either party operates.

7.3. The terms of this Agreement are intended for the exclusive benefit of the Parties hereto and nothing contained herein shall be construed to create any duty or obligation not otherwise mandated by law or create any rights or benefits in or to any third-party.

8. **Dispute resolution.** Any disputes arising under the terms of this agreement shall be resolved through a negotiated effort to reach consensus. The Parties may agree to mediation as part of such effort.

9. **Term.** Commencing on the effective date as outlined below in this Agreement, this Agreement shall continue until terminated as herein provided. Any party hereto may withdraw and terminate its rights and obligations under this Agreement with the understanding that:

9.1. Notice of intent to withdraw shall be provided with 90 days' notice; and

9.2. Termination will not absolve the City or County of responsibility for meeting financial and other obligations outstanding at the time of termination.

10. **Effective date.** This Agreement shall be effective upon its execution by both Parties.

11. **Entire agreement and modification.** This Agreement embodies the entire agreement and understanding between the Parties hereto with respect to its subject matter and supersedes all prior agreements and understandings, whether written or oral, relating to its subject matter. No amendment or modification of this Agreement shall be valid unless made in writing and signed by each of the Parties.

12. **Indemnification / Hold harmless.** To the fullest extent permitted by law, each party shall defend, indemnify, and hold harmless the other party, including their elected and appointed officials, agents, and employees from and against all claims of third parties, and all associated losses arising out of or resulting from each party's own negligent acts or omissions with respect to the performance of this Agreement. Neither party will be required to indemnify, defend, or save harmless the other party if the claim is caused by the sole negligence of the other party. Where such claims result from the concurrent negligence of the parties, their agents, officials, or employees, the indemnity provisions provided herein will be valid and enforceable only to the extent of the negligence of the indemnifying Party, its agents, officials, or

employees. "Claim," as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees. Parties waive their immunities under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless the other party and their elected and appointed officials, agents, or employees. This provisions of this section shall survive after the termination of this Agreement.

13. **Public Records Act.** Notwithstanding the provisions of this Agreement to the contrary, to the extent any record, including any electronic, audio, paper or other media, is required to be kept or indexed as a public record in accordance with the Washington Public Records Act, RCW Chapter 42.56, as may hereafter be amended, each party agrees to maintain all records constituting public records and to produce or assist both parties in producing such records, within the time frames and parameters set forth in state law. Each party further agrees that upon receipt of any written public record request from the public, shall, within two business days, notify the other party of receipt of the request by providing a copy of the request to the other party's Public Records Officer.
14. **Recording or Public Listing.** The Parties agree that this Agreement, after full execution, either will be recorded with the Clark County Auditor or listed by subject on each Party's website or other electronically retrievable public source, as required by RCW 39.34.040.
15. **Severability.** If any provision of this Agreement is held invalid, the remainder would then continue to conform to the terms and requirements of applicable law.
16. **Interlocal Cooperation Act Compliance.** This is an agreement entered into pursuant to Chapter 39.34, RCW. Its purpose is as set forth in Sections 1 and 2. Its duration is as specified in Section 9. Its method of termination is set forth in Section 9. No property shall be acquired pursuant to this Agreement, which will need to be disposed of upon partial or complete termination of this Agreement.

CLARK COUNTY, WASHINGTON

CITY OF CAMAS, WASHINGTON

Kathleen Otto, County Manager

Steven C. Hogan, City of Camas Mayor

APPROVED AS TO FORM ONLY

APPROVED AS TO FORM ONLY

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