

INTERLOCAL AGREEMENT
COLLABORATION OF STORMWATER PARTNERS OF SOUTHWEST
WASHINGTON
Between
CLARK COUNTY
And
THE CITY OF BATTLE GROUND
And
THE CITY OF CAMAS
And
THE CITY OF RIDGEFIELD
And
THE CITY OF VANCOUVER
And
THE CITY OF WASHOUGAL

THIS IS AN INTERLOCAL AGREEMENT (“Agreement”) between Clark County (“County”), a municipal corporation of the State of Washington, the City of Battle Ground (“Battle Ground”), the City of Camas (“Camas”), the City of Ridgefield (“Ridgefield”), the City of Vancouver (“Vancouver”) and the City of Washougal (“Washougal”), all of which are municipal corporations of the State of Washington. Battle Ground, Camas, Ridgefield, Vancouver, and Washougal are collectively referred to as “Cities”. All entities above may be collectively referred to as “Parties” and each individual entity may be referred to as a “Party”.

RECITALS

Clark County is a Permittee under the Phase I Municipal Stormwater Permit (the "Phase I Permit") issued by the Washington State Department of Ecology ("Ecology") pursuant to the National Pollutant Discharge Elimination System ("NPDES") permitting program established under the federal Clean Water Act, 33 U.S.C. § 1251 et seq. (the "CWA"), and Washington's Water Pollution Control Law, chapter 90.48 RCW (the "WPCL").

The Cities are, or may become, Permittees under the Phase II Western Washington Municipal Stormwater Permit (the "Phase II Permit") issued by Ecology pursuant to the NPDES permitting program established under the CWA and the WPCL. In this Agreement, the Phase I Permit and the Phase II Permit are together referred to as the "NPDES Permits".

The Phase I Permit (S5.C.11) and Phase II Permit (S5.C.2) allow for education and outreach program requirements ("E & O requirements") to be met as a member of a regional group. The Parties participate in a regional group, Stormwater Partners of Southwest Washington ("Stormwater Partners").

The Parties are required to implement an education and outreach program designed to build general awareness about methods to address and reduce stormwater runoff, effect behavior change to reduce or eliminate behaviors and practices that cause or contribute to adverse stormwater impacts, and create stewardship opportunities that encourage community engagement in addressing the

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impacts from stormwater runoff under the Phase I Permit (S5.C.11) and the Phase II Permit (S5.C.2). The Parties recognize that collaborating through Stormwater Partners to meet E & O requirements can result in more effective and consistent products that benefit from efficiencies of scale.

The objective of Stormwater Partners is to support the Parties in meeting E & O requirements in the Phase I Permit (S5.C.11) and the Phase II Permit (S5.C.2).

Pursuant to chapter 39.34, RCW (Interlocal Cooperation Act), one or more public entities may contract with one another to perform government functions or services which each is by law authorized to perform.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and obligations contained herein, including the attached Exhibits, which are incorporated herein by reference as though set forth in full at this point, the Parties agree as follows:

1. REQUIREMENTS OF INTERLOCAL COOPERATION ACT.

1.1. This Agreement is authorized by and entered into pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW.

1.2. The Parties agree that no separate legal or administrative entities are necessary to carry

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out this Agreement.

1.3. Any real or personal property used or acquired by any Party in connection with the performance of this Agreement will remain the sole property of that Party, and no other Party shall have any interest therein.

1.4. Each Party to this Agreement shall designate an individual (an "Administrator"), which shall be designated by title or position, to oversee and administer that Party's participation in this Agreement. Each Party's initial Administrators is as follows:

County's Initial Administrator:

Devan Rostorfer, Clean Water Division
Manager
Clark County Public Works
1300 Franklin Street
Vancouver, WA 98660
devan.rostorfer@clark.wa.gov

Battle Ground's Initial Administrator:

Mark Herceg, PE
Battle Ground Public Works Director
109 SW 1st St, Suite 127
Battle Ground, WA 98604
mark.herceg@cityofbg.org

Camas' Initial Administrator:

Doug Quinn, City Administrator
City of Camas
616 NE 4th Ave
Camas, WA 98607
dquinn@cityofcamas.us

Ridgefield's Initial Administrator:

Chuck Green
Ridgefield Public Works Director
P.O. Box 608
Ridgefield, WA 98642
Chuck.green@ridgefieldwa.us

Vancouver's Initial Administrator:

Kris Olinger, P.E.
Surface Water Engineering Program
Manager
City of Vancouver
1500 SE Columbia Way
Vancouver, WA 98661
Kris.olinger@cityofvancouver.us

Washougal’s Initial Administrator:

Trevor Evers
Public Works Director
1701 C St
Washougal, WA 98671
trevor.evers@cityofwashougal.us

Any Party may change its Administrator at any time by delivering written notice of such party's new Administrator to the other parties. The above-named Administrators are authorized to act on their respective party’s behalf regarding subsequent extensions or renewals of this Agreement.

2. PURPOSE. The purpose and intent of this Agreement is for the Parties to work together efficiently and effectively to meet E & O requirements of the Phase I Permit (S5.C.11) and Phase II Permit (S5.C.2) through Stormwater Partners of Southwest Washington. This Agreement provides a mechanism for the Parties to collaborate on projects and campaigns to help meet E & O requirements.

3. MUTUAL OBLIGATIONS.

3.1. Each Party shall designate at least one representative (“Representative”) from its jurisdiction to serve as a point of contact and participate in planning, coordination, and implementation of Workplan activities of Stormwater Partners.

3.2. The Parties’ Representatives to Stormwater Partners will share planning, coordination and implementation roles and responsibilities as equally as possible. Each

Representative may utilize other staff within their jurisdiction to support planning, coordination, and implementation of Workplan activities as needed. Responsibilities include, but are not limited to attending meetings, keeping meeting minutes, procuring materials and/or vendors to support Workplan activities, managing contracts to perform Workplan activities, participating in other coordination groups relevant to Workplan activities and sharing information about other statewide or regional opportunities relevant to E & O requirements.

3.3. Each Party's Representatives to Stormwater Partners will be responsible for implementing Workplan activities within their jurisdiction. Parties may support implementation of Workplan activities in jurisdictions outside of their own if agreed to by those participating jurisdictions.

3.4. In order to ensure that the budgetary limitations set forth within this Agreement are not exceeded, prior to implementing any Workplan activities or incurring any shared expenses, each Party shall submit a spending request to the Lead Agency for approval. The spending request shall set forth the amount to be spent and shall describe in detail how the funds will be utilized. Parties shall not invoice any other Party for any cost or expense unless specifically approved in writing by the Lead Agency.

3.5. A Party incurring costs for website expenses and shared Workplan activities shall invoice other Parties for an equal amount representing each Party's pro-rata (based upon the number of Parties to this Agreement) share of the costs. A copy of the Lead Agency

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approval shall accompany all such invoices.

3.6. The Parties shall make payment on invoices that are submitted in accordance with the terms and conditions of this Agreement by the invoicing Party within thirty (30) days following receipt of said invoice.

4. REPORTING. By February 15, of each year this Agreement is in effect, the Representatives from the County and Cities will produce a report summarizing the Workplans activities accomplished during the previous year. The report shall also list, for each Party, the total amount of costs/expenses incurred by said Party for program activities, the total amount paid by said Party to other Parties pursuant to this Agreement, and the total amount received by said Party from other Parties pursuant to this Agreement.
5. WORKPLAN DEVELOPMENT. By August 30 of each year this Agreement is in effect, the Parties shall develop a Stormwater Partners workplan (Workplan, Exhibit A) for the following 12 months that outlines activities that support E & O requirements. The Workplan will consist of activities approved by a majority of the Representatives.
6. FUNDING. Total spending outlined in each annual Stormwater Partners Workplan shall not exceed \$120,000. Each Party's net spending under this Agreement (expenses incurred directly as a result of performing shared Workplan activities; plus direct payments paid by said Party to other Parties pursuant to this Agreement; minus direct payments paid to said Party by other Parties pursuant to this Agreement) shall be equivalent to that Party's pro-rata share (based

upon the number of Parties to this Agreement) of the annual Workplan budget, up to a maximum of \$20,000.

7. LEAD AGENCY OBLIGATIONS.

7.1. Designate a Representative from its jurisdiction to serve as a point of contact and participate in planning, coordination, and implementation of Workplan activities.

7.2. The County shall serve as the Lead Agency for Stormwater Partners. As such, duties of the Lead Agency include:

7.2.1. Setting monthly planning and coordination meetings at times and locations, taking into consideration the schedules of other and agreeable to all Representatives.

7.2.2. Hosting the Stormwater Partners website.

7.2.3. Maintaining planning and coordination documents, including the annual Workplan, in a central location agreed upon by Representatives.

7.2.4. Receive and, if consistent with the budget and the provisions of this Agreement, approve spending requests from each Party prior to that Party invoicing the other Parties. The Lead Agency will track the budget and provide updates at coordination meetings or upon request of any Party.

7.3. The County shall coordinate and implement Workplan activities within the unincorporated areas of Clark County.

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8. **TERM.** The term of this Agreement shall commence upon execution of this Agreement by all parties hereto and extend until June 30, 2029 (the “Term”), unless extended pursuant to the terms and provisions hereof. The Parties may extend the Term of this Agreement one additional time for up to five years by unanimous written approval of the Administrators for all Parties remaining in the Agreement. Any extension or renewal of this Agreement shall be completed no later than 30 days before the expiration of the original Term.

9. **NO THIRD-PARTY BENEFICIARIES.** No liability shall attach to the Parties 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 to, and shall not be construed as, creating any third-party beneficiary.

10. **HOLD HARMLESS/INDEMNIFICATION.** To the extent authorized by law, each Party shall indemnify, defend, and hold harmless each other Party hereto, and their respective elected and appointed officials, employees, officers, contractors and agents, from any and all claims, demands, suits at law or equity, actions, penalties, losses, costs, and damages (both to persons and/or property), if caused by the indemnifying Party’s violation of law or breach of any legal duty, provided, that if any such claim is caused by, or results from, the concurrent negligence of one or more Parties hereto, then this indemnity provision shall be valid and enforceable only to the extent of each Party’s respective allocation of negligence. The terms of this section shall survive the termination of this Agreement.

11. **NOTICE.** Any notices to be given under this Agreement shall at minimum be delivered,

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postage prepaid and addressed to:

To the County:

CLARK COUNTY
PUBLIC WORKS
PO Box 9810
Vancouver, WA 98666-9810
Attention: Public Works Director

To Ridgefield:

CITY OF RIDGEFIELD
230 Pioneer St
Ridgefield, WA 98642
Attention: Public Works Director

To Battle Ground:

CITY OF BATTLE GROUND
109 SW 1st St, Suite 127
Battle Ground, WA 98604
Attention: Public Works Director

To Vancouver:

CITY OF VANCOUVER
PO Box 1995
Vancouver, WA 98668
Attention: Public Works Director

To Camas:

CITY OF CAMAS
616 NE 4th Ave
Camas, WA 98607
Attention: Public Works Director

To Washougal:

CITY OF WASHOUGAL
1701 C St
Washougal, WA 98671
Attention: Public Works Director

The name and address to which notices shall be directed may be changed by any Party by giving all of the other Parties prior written notice of such change.

12. WAIVER. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to constitute a waiver of any other term or condition nor of any subsequent breach.

13. MODIFICATIONS. Except as otherwise provided herein, any modification to this Agreement must be in writing and signed by each other Party to this Agreement. Pursuant to

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section 1.4 above, each Party's Administrator is authorized to act on their respective Party's behalf regarding extensions or renewals of this Agreement.

14. TERMINATION. Any Party may terminate its participation in this Agreement by providing to the other Parties notice of proposed termination at least 90 (ninety) days prior to the proposed date of termination. Written notice is effective three days post presentation, through personal delivery, mail notice, or email notice.

15. ENTIRE AGREEMENT. This Agreement contains all agreements of the Parties with respect to the subject matter covered herein, and no prior Agreements shall be effective to the contrary.

16. AUDIT AND RECORDS. During the term of this Agreement and for a period of not less than five (5) years thereafter, all Parties shall maintain the records and accounts pertaining to the subject matter of this Agreement and shall make them available during normal business hours and as often as necessary for inspection and audit by the parties, the State of Washington, and/or federal government, and copies of all records, accounts, documents or other data pertaining to the subject matter of this Agreement shall be furnished upon request. The requesting Party shall pay the cost of copies produced. If any litigation, claim or audits are commenced, the records and accounts along with supporting documentation shall be retained until any litigation, claim or audit finding has been resolved even if such litigation, claim or audit continues past the five-year retention period.

17. DOCUMENT EXECUTION AND FILING. The Parties agree this Agreement shall be

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executed using electronic signatures. Upon execution, each Party shall retain a fully executed Agreement. Each Party shall cause a copy of this Agreement to be posted on its websites pursuant to RCW 39.34.040. This fully executed Agreement shall be distributed to the designated agents of the Parties, named as follows:

Director of Public Works
CLARK COUNTY
PO Box 9810
Vancouver, WA 98666-9810

Ridgefield Public Works Director
CITY OF RIDGEFIELD
230 Pioneer St
Ridgefield, WA 98642

Battle Ground Public Works Director
CITY OF BATTLE GROUND
109 SW 1st St, Suite 127
Battle Ground, WA 98604

Vancouver Public Works Director
CITY OF VANCOUVER
PO Box 1995
Vancouver, WA 98668

Public Works Director
CITY OF CAMAS
616 NE 4th Ave
Camas, WA 98607

Washougal Public Works Director
CITY OF WASHOUGAL
1701 C St
Washougal, WA 98671

18. SEVERABILITY. If any section or part of this Agreement is held by a court to be invalid, such holding shall not affect the validity of any other part of this Agreement.

19. ASSIGNMENT/SUBCONTRACTING. No Party shall transfer or assign, in whole or in part, its respective rights or obligations under this Agreement without the prior written consent of each other Party. Consent for assignment or transfer shall not be unreasonably withheld.

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20. INDEPENDENT CAPACITY. Employees or agents of a Party engaged in the performance of projects under this Agreement shall continue to be employees or agents of that Party and shall not be considered employees or agents of any other Party to this Agreement.

21. CHOICE OF LAW. This Agreement shall be interpreted in accordance with the laws of the State of Washington.

22. DISPUTES. Each Party’s Administrator, or their designee, shall attempt in good faith to resolve all disputes regarding the terms of this Agreement. In the event the dispute is not resolved by the Parties through negotiation, a lawsuit seeking to enforce this Agreement shall be filed in the Superior Court of the State of Washington in and for Clark County. Each Party shall bear their own legal fees, costs, and expenses related to enforcing any legal rights and responsibilities under this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in their respective names by their duly authorized officers This Agreement shall be effective on the date last signed below.

CLARK COUNTY

CITY OF BATTLE GROUND,
A municipal corporation

By: _____
Kathleen Otto, County Manager

By: _____
Kris Swanson, Interim City Manager

Dated: _____

Dated: _____

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Approved as to form only:

ANTHONY F. GOLIK
Prosecuting Attorney

By: _____
Kevin A. McDowell,
Deputy Prosecuting Attorney

Attest:

By: _____
Rebecca Messinger, Clerk to the Council

CITY OF VANCOUVER,
A municipal corporation

By: _____
Eric J. Holmes, City Manager

Dated: _____

Approved as to form only:

By: _____
Jonathan Young, City Attorney

Attest:

By: _____
Natasha Ramras, City Clerk

Approved as to form only:

By: _____
Ken Harper, City Attorney

Attest:

By: _____
Elizabeth Halili, City Clerk

CITY OF CAMAS,
A municipal corporation

By: _____
Doug Quinn, City Manager

Dated: _____

Approved as to form only:

By: _____
Shawn MacPherson, City Attorney

Attest:

By: _____
Syndey Baker, City Clerk

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CITY OF WASHOUGAL,
A municipal corporation

CITY OF RIDGEFIELD,
A municipal corporation

By: _____
David Scott, City Manager

By: _____
Steve Stuart City Manager

Dated: _____

Dated: _____

Approved as to form only:

Approved as to form only:

By: _____
Robert Zeinemann, City Attorney

By: _____
Janean Parker, City Attorney

Attest:

Attest:

By: _____
Daniel Layer, City Clerk

By: _____
Julie Ferriss, City Clerk