

INTERLOCAL HDC.1785

between

CLARK COUNTY

P.O. Box 9825, Vancouver, WA 98666

and

CITY OF CAMAS

616 NE 4th Ave., Camas, WA 98607

and

CITY OF WASHOUGAL

1701 C St., Washougal, WA 98671

Project: Stormwater Source Control for Existing Developments
Service Description: Assist Cities in meeting the requirements for the Phase II Permit with funding from Ecology’s Pollution Prevention Assistance (PPA) Program
Contract Name: CCPH Camas-Washougal Interlocal Stormwater PPA HDC.1785
Contract Period: January 1, 2023-Ongoing

Clark County Contacts		
Program	Other	Contract
J. Kimberly Walker-Norton 564-397-7388 j.kimberly.walker-norton@clark.wa.gov	Brian Schlottmann 564-397-8258 brian.schlottman@clark.wa.gov	Joelle Loescher 360.949.5296 CntyHealthGrantContract@clark.wa.gov

City of Camas		
Program	Other	Contract
Jackie Caldwell 360-817-7388 jcaldwell@cityofcamas.us	Steve Wall 360-817-7899 swall@cityofcamas.us	Steve Hogan 360-834-6864 shogan@cityofcamas.us

City of Washougal		
Program	Other	Contract
Sean Mulderig 360-835-2662 x228 sean.mulderig@cityofwashougal.us	Trevor Evers trevor.evers@cityofwashougal.us	David Scott david.scott@cityofwashougal.us

This Contract for governmental services, where both parties are public agencies, pursuant to RCW 39.34.080 is entered into between Clark County, hereinafter referred to as "Clark," and City of Camas hereinafter referred to as "Camas," and City of Washougal hereinafter referred to as "Washougal," Clark, Camas and Washougal agree to all terms and conditions, exhibits, and requirements of this contract.

CLARK COUNTY

CITY OF CAMAS

Kathleen Otto, County Manager Date

By: _____
Steve Hogan, Mayor

Attest:

APPROVED AS TO FORM ONLY:

By: _____
Bernie Bacon, City Clerk

Approved as to form only:

Amanda Migchelbrink Date
Deputy Prosecuting Attorney

By: _____
Shawn MacPherson, City Attorney

CITY OF WASHOUGAL

By: _____
David Scott, City Manager

Attest:

By: _____
Jennifer Forsberg, City Clerk

Approved as to form only:

By: _____
Ken Woodrich, City Attorney

TERMS AND CONDITIONS

1. Time. The contract shall be effective beginning January 1, 2023 and shall continue for the duration of Clark's award from Ecology for the Pollution Prevention Assistance (PPA) Program. Clark reserves the right to extend the contract for a period of five (5) one (1) year periods.
2. Termination. Parties may terminate this Contract immediately upon any breach by any party in the duties as set forth in the Contract. The waiver by any parties of one or more breaches shall not be construed as a waiver of any subsequent breach or breaches. Parties may terminate this Contract without cause with a ninety (90) day written notice.
3. Independent Contractor. The Parties to this Contract are independent contractors. No Party is an agent, representative, or partner of the other Party. No Party shall have any right, power, or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other Party. This Contract shall not be interpreted or construed to create an association, agency, joint venture, or partnership between the Parties or to impose any liability attributable to such a relationship upon any Party.
4. Indemnification / Hold Harmless. To the extent authorized by law, the Parties shall indemnify and hold harmless one another and their employees, officers, contractors and agents, from and shall process and defend at their own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages (both to persons and/or property), or cost, of whatsoever kind or nature, brought against the one party arising out of, in connection with, or incident to any other party's performance or failure to perform any aspect of this Contract, provided, that if such claims are caused by or result from the concurrent negligence of the Parties, their respective employees, officers, contractors or agents, this indemnity provision shall be valid and enforceable only to the extent of their respective allocations of negligence, and provided further, that nothing herein shall require the Parties to hold harmless or defend the other or its employees, officers, contractors or agents from any claims arising from that Party's sole negligence or that of its employees, officers, contractors or agents. The terms of this section shall survive the termination of this Contract. Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting

from the concurrent negligence of the City, its officers, officials, employees, and volunteers, City's liability, including the duty and cost to defend, hereunder shall be only to the extent of the City's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the City's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Contract.

5. Waiver. No waiver by any party of any term or condition of this Contract shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach.
6. Contract Documents: Other documents included in this contract include Exhibit A, Roles and Responsibilities. If there is a conflict between the provisions of these documents, the provisions of this Contract shall control.
7. Equal Employment Opportunity: Parties will not discriminate against any employee or applicant for employment because of race, color, religion, gender, gender identity, sexual orientation, age, disability, marital status or national origin.
8. Changes: Parties may, from time to time, require changes in the roles and responsibilities to be performed hereunder. Such changes, shall be in writing, signed by all parties and incorporated in the written amendments to the Contract.
9. Public Records Act: Notwithstanding the provisions of this Contract 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.
10. Governing Law. This contract shall be governed by the laws of the State of Washington. Venue

for any litigation shall be in Superior Court for the State of Washington in Clark County, Washington.

11. Confidentiality. With respect to all information relating to each party that is confidential and clearly so designated, each party agrees to keep such information confidential. Each party shall comply with all applicable provisions of RCW 70.24, 70.28, and any other state law applicable to confidentiality of information.
12. Conflict of Interest. Parties' covenants that it has had no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services hereunder. Parties' further covenants that no person having such interest shall be employed by or shall perform services as an independent contractor with it, in the performance of this contract.
13. Insurance. Each party shall be responsible for providing worker's compensation insurance as required by law. No Party shall be required to provide or show proof of any other insurance coverage.
14. Consent and Understanding. This contract contains a complete and integrated understanding of the contract between the parties and supersedes any understandings, contract, or negotiations, whether oral or written, not set forth herein or in written amendments hereto duly executed by all parties.
15. Force Majeure. No Party will be liable for failure or delay performing obligations under this Contract, which have become practicably impossible because of circumstances beyond the reasonable control of the applicable party. Such circumstances include without limitation natural disasters or acts of God; acts of terrorism; labor disputes or stoppages; war; government acts or orders; epidemics, pandemics or outbreaks of communicable disease; quarantines; national or regional emergencies; or any other cause, whether similar in kind to the foregoing or otherwise, beyond the party's reasonable control. Written notice of a party's failure or delay in performance due to force majeure must be given to the other party no later than five (5) business days following the force majeure event commencing, which notice shall describe the force majeure event and the actions taken to minimize the impact thereof. All delivery dates under this Contract affected by force majeure shall be tolled for the duration of such force majeure. The

parties hereby agree, when feasible, not to cancel but reschedule the pertinent obligations and deliverables for mutually agreed dates as soon as practicable after the force majeure condition ceases to exist.

16. Audit and Records. During the progress of the work and for a period of not less than three (3) years from the date of final payment, all parties shall maintain the records and accounts pertaining to the work 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 work will 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.

17. Severability. If any provision of this contract is held invalid, the remainder would then continue to conform to the terms and requirements of applicable law.

EXHIBIT A
ROLES AND RESPONSIBILITIES
CONTRACT HDC.1785

1. Background

Clark County Public Health 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 participating Cities are 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 Contract, the Phase I Permit and the Phase II Permit are together referred to as the "NPDES Permits".

2. Objective

For Clark to obtain additional funding through Ecology's Pollution Prevention Assistance Program ("PPA") in order to assist the Cities in meeting their requirements in the Phase II Permit (S5.C.8.b.iii(b)). Cities are required to implement a program to prevent and reduce pollutants in runoff from areas that discharge to the Municipal Separate Storm Sewer System (MS4) or Underground Injection Controls (UICs). The intent is for Clark and the Cities to work together efficiently and effectively to accomplish the project.

3. Roles and Responsibilities of Clark

3.1. Annually, starting in 2023, Clark shall utilize the Cities' list of existing pollution generating developments to conduct inspections and provide education.

3.1.1. The number of inspections shall be equal to 20% of the existing developments list. Existing developments are defined as institutional, commercial, and industrial sites through the established developments.

3.2. Relay storm pollutant issue(s) that require enforcement actions to the Cities.

3.3. Share printed educational resources and spill kits provided through PPA with the Cities.

3.4. Report data biannually to the cities.

4. Roles and Responsibilities of Cities

- 4.1. Provide Clark with a list of existing developments prior to each inspection year.
- 4.2. Address storm pollutant issues relayed from Clark and perform the necessary follow-up visits to confirm compliance.

5. Notices

Any notices to be given under this Contract shall at minimum be delivered, postage prepaid, and addressed to:

Clark County Public Health	City of Camas	City of Washougal
Attention: Grants and Contracts PO Box 9825 Vancouver, WA 98666 cnyhealthgrantcontract@clark.wa.gov	Attention: Public Works Director 616 NE 4th Ave Camas, WA 98607 swall@cityofcamas.us	Attention: Public Works Director 1701 C St Washougal, WA 98671 trevor.evers@cityofwashougal.us

The name and address to which notices shall be directed may be changed by any party giving the other notice of such change.

6. Document Execution and Filing

The Parties agree that this Contract shall be executed using electronic signatures. Upon execution, all Parties shall retain a fully executed Contract. The Cities shall cause a copy of this contract to be posted on their website pursuant to RCW 39.34.040. This fully executed contract shall be distributed to the designated agents of the parties, named as follows:

Clark County Public Health	City of Camas	City of Washougal
Attention: Grants and Contracts cnyhealthgrantcontract@clark.wa.gov	Attention: Public Works Director swall@cityofcamas.us	Attention: Public Works Director trevor.evers@cityofwashougal.us