

Resolution No. 2191 – EXHIBIT A

INTERLOCAL AGREEMENT
FOR STORMWATER PUBLIC EDUCATION AND OUTREACH

THIS INTERLOCAL AGREEMENT is made and entered into this _____ day of _____, 2016 by and between the City of Kelso (Kelso), the City of Longview (Longview), Cowlitz County (County), and the Consolidated Diking Improvement District No. 1 (CDID#1); individually “Party” and collectively “Parties.”

WITNESSETH;

WHEREAS, the Western Washington Phase II Municipal Stormwater Permit (Permit) issued by the Washington State Department of Ecology requires permittees Longview, Kelso, and the County, and secondary permittee CDID#1, to provide for public education and outreach; and

WHEREAS, under guidelines of the Permit, public education and outreach efforts may be developed and implemented regionally; and

WHEREAS, the Parties are desirous and willing to collaborate regarding public education and outreach on stormwater issues and surface water quality under the brand of the “Cowlitz Clean Water Partners,” an ad hoc group comprised of Permit permittees and secondary permittees and others; and

WHEREAS, the Parties’ collaboration will produce 1) a larger collective program than could be achieved alone by any individual Party; 2) a more cost effective program than could be developed alone by any individual party; and 3) more consistent messaging regionally to a larger audience.

NOW, THEREFORE, it is hereby agreed by and between the Parties hereto as follows:

1. The Parties agree to collaborate with each other to develop and implement a regional public education and outreach program under the brand of Cowlitz Clean Water Partners.
2. The Parties agree to share costs to develop and implement the public education and outreach program which may include, but is not limited to, an internet website; radio public service announcements, print media ads; bus advertising with RiverCities Transit, and collateral materials such as brochures and posters.
3. All costs and expenses incident to the commitments herein except as expressly provided herein, shall be borne and paid by each Party as a percentage of the total.
4. The CDID#1 shall assume 5% of the total costs and expenses, with 56%, 18%, and 21% of the remainder shared by Longview, Kelso, and the County, respectively, which is a per capita basis for cost-sharing based on 2013 population data.
5. The Parties agree that the annual total costs and expenses for the program shall not exceed \$10,000.
6. The Parties agree that all decisions made on program expenditures shall be made by unanimous consent and agreement among the Parties.
7. Longview agrees to act as the administrator to procure and contract goods and services necessary to implement the program under this Agreement, and to invoice the Parties for reimbursement.
8. This Agreement does not preclude any Party from developing and implementing public education and outreach efforts separately from the Cowlitz Clean Water Partners program.
9. No separate legal or administrative entity is intended to be created by this Agreement. The administration of the terms of this Agreement shall be jointly and cooperatively undertaken by the Parties hereto.
10. No separate or joint budget is created by the Agreement, and this Agreement does not contemplate acquisition or disposal of any property except for such materials as may be acquired by any Party for development and implementation of the public education and outreach program.

11. The Parties shall indemnify and hold each other free and harmless from any and all claims by third parties for damages caused by the exercise of the permission herein granted.
12. The permission herein granted shall be for a five-year term starting with the Agreement execution date, and subject to cancellation by any Party to this agreement upon sixty (60) days or more written notice given to the other said Parties.
13. At the end of the five-year term, this Agreement may be extended for up to two additional five-year terms upon written agreement between the Parties.

IN WITNESS WHEREOF, this Agreement is hereby executed by the Parties hereto on the date appearing above their signatures.

Date: _____, 2016.

THE CITY OF KELSO, WASHINGTON

By

Steve Taylor, City Manager

APPROVED AS TO FORM:

Janean Parker, Attorney for City of Kelso

Date: _____, 2016.

THE CITY OF LONGVIEW, WASHINGTON

By

David M. Campbell, City Manager

ATTEST:

Kaylee Cody, City Clerk

Jim McNamara, City Attorney

Date: _____, 2016.

BOARD OF COMMISSIONERS
OF COWLITZ COUNTY, WASHINGTON

Michael Karnofsky, Commissioner District 1

Dennis Weber, Commissioner District 2

Joe Gardner, Commissioner District 3

ATTEST:

Tiffany Ostreim, Clerk of the Board

Doug Jensen, Deputy Prosecuting Attorney

Date: _____, 2016.

CONSOLIDATED DIKING IMPROVEMENT DISTRICT No. 1
OF COWLITZ COUNTY, WASHINGTON

Sherry Bean, Chair

Bill Hallanger, Vice-Chair

Tim Kilmer, Secretary

APPROVED AS TO FORM:

Dave Spencer, Attorney for CDID No. 1