

**INTERLOCAL AGREEMENT
BETWEEN THURSTON COUNTY
AND THE CITIES OF LACEY, OLYMPIA AND TUMWATER
REGARDING JOINT STORM AND SURFACE WATER MONITORING**

This agreement ("Agreement") is made and entered into by and between Thurston County, a subdivision of the State of Washington, hereinafter, "County" and the Cities of Lacey, Olympia and Tumwater, municipal corporations, hereinafter, "Cities".

WHEREAS, the mission of the joint storm and surface water monitoring program is to assess the health of regional water resources to inform the development of programs, policies and capital facility plans to protect those water resources for beneficial uses in perpetuity; and

WHEREAS, the County and Cities have jointly developed and implemented a coordinated monitoring program of water quality, stream flows, lake levels and precipitation known as the Interlocal Monitoring Program continuously since 1991; and

WHEREAS, the County and Cities have intended to renew the agreement for the Interlocal Monitoring Program once the monitoring requirements of the new Western Washington Phase II Municipal Stormwater Permit (NPDES permit) were issued in final form; and

WHEREAS, RCW 39.34.010 permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on the basis of mutual advantage; and

WHEREAS, the monitoring requirements of the current NPDES Phase II permit are in effect until August of 2018 and the previous interlocal agreement ran through the end of 2014 the County and Cities require a new completed interlocal agreement to continue the establishment of benefits and obligations of the parties as set forth in the agreement,

NOW, THEREFORE, IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. In consideration of the mutual benefits to be derived by all parties, the County agrees to perform the work set forth herein in cooperation with the Cities.

2. **RELATIONSHIP OF THE PARTIES.** The Cities and the County agree that they intend to act cooperatively pursuant to the authority of chapter 39.34 RCW to accomplish the purposes recited herein. No separate legal entity is created by this Agreement. This Agreement shall be administered jointly by the Cities and the County through the Thurston Regional Stormwater Technical Advisory Committee (TAC).

3. SCOPE OF PROGRAM:

- Data collection and data management of stream flow, precipitation, and chemical metrics for water resources located in the County and Cities jurisdictions.
- Reporting of raw and interpreted data collected in the form of reporting on the County's web page and in the form of an annual report.
- Special projects as agreed upon by the Cities.

4. PROGRAM ELEMENTS:

The storm and surface water monitoring elements generally include the activities below. The specific program activities are detailed in Appendix A:

4.1 Stream Flow Monitoring

Stream flow monitoring will generally provide data to: 1) develop and update regional drainage models; 2) quantify hydrologic changes in monitored streams; 3) assist in evaluating the effectiveness of stormwater Best Management Practices (BMPs) on a basin or sub-basin level; and 4) facilitate the development of adaptive management policies, programs, and capital facility projects.

4.2 Precipitation Monitoring

Precipitation monitoring will generally provide data to: 1) assess trends and recurrence intervals; 2) assist each jurisdiction in evaluating the effectiveness of stormwater BMPs on a basin or sub-basin level; 3) facilitate the development of adaptive management policies, programs, and capital facility projects; and 4) aid in the development of regional hydraulic models.

4.3 Ambient Water Quality Monitoring

Ambient monitoring assesses water quality trends over time. Ambient monitoring data may indicate the need for special projects where ambient data suggest discrete pollution sources are degrading a local water resource.

4.4 Water Resources Monitoring Report

The Water Resources Monitoring Report will generally contain water quality data, stream flow records, and precipitation records collected in conjunction with the above program elements. The report generally tracks historical trends in both water quality and flow.

Reports will be prepared at every two years (bi-annually) for the duration of this agreement and any mutually agreed upon extensions of this agreement. The first report will cover two (2) consecutive Water Years, beginning in October, 2014. The County will post raw data after completion of quality assurance and control procedures. The final reports will be made available not later than April 30th of the year following a reporting period.

The final report will be published electronically and posted on the Thurston County Department of Resource Stewardship website.

5. ESTIMATED COST AND FINANCING

For consideration of this Agreement, the County and Cities shall plan activities under the abovementioned Program Elements, such that estimated total costs do not exceed the Maximum Annual Cost Allocation identified below, starting in 2015:

<u>Cooperating Agency</u>	<u>Maximum Annual Cost Allocation</u>
Thurston County	\$56,000
Lacey	\$9,000
Olympia	\$18,000
Tumwater	\$12,000

For purposes of this Agreement, the approval and adoption of the respective annual stormwater program budgets by the County and Cities will serve as the commitment to fund each party's pro-rata share of the program elements and/or special projects, as defined by the worksheets included in Appendix A and any amendments thereto prior to such approval and adoption.

Costs contained in this Agreement may be reduced if additional grant support becomes available for activities contained in this Agreement. At that time, the Agreement would be supplemented to indicate the revised local cost share.

Cities shall pay as billed by the County. The County shall provide a quarterly summary of its costs directly contributing to work elements in accordance with the Agreement. If the Agreement is terminated before completion of the work contemplated herein, the Cities agree to reimburse the County within thirty (30) days of the termination date for the Cities' share of costs incurred up to the date of termination.

Each party shall make a good faith effort to participate at the funding levels necessary to fund the pro-rata share of the monitoring program, as permitted by the adoption and approval of the annual budget. In the event, a City fails to secure the necessary funding, please refer to Section 8- REALLOCATION OF FUNDS DUE TO BUDGET REDUCTION hereafter.

6. RESPONSIBILITIES OF COUNTY

6.1 Administer the Agreement including coordination with city public works staff, participating county departments, and other city and county agencies as necessary thereby ensuring adequate review and approval via the TAC of planned monitoring activities by September 1st.

6.2 Provide legal opinions and technical support as necessary to carry out the work.

- 6.3 Account for funds expended and bill each agency annually for its' agreed upon share of the program.
- 6.4 Operate and maintain the stream and precipitation gauges for those currently installed for which shared operating costs are included in this agreement and any future gauges identified by the TAC;
- 6.5 Collect, process, and make available stream flow and precipitation data to the Cities and others by posting the data on the Thurston County Department of Resource Stewardship website a minimum of six times per year and when requested by the Cities.
- 6.6 Coordinate with the Thurston County Public Health and Social Services Department, Environmental Health (TCEH) for sampling of water quality parameters, including but not limited to, temperature, turbidity, pH, dissolved oxygen, conductivity, fecal coliform bacteria, total phosphorus, and nitrate-nitrite, for those streams identified by the TAC;
- 6.7 Coordinate with the TCEH for the proper management of the ambient monitoring data using TCEH's Surface Water Ambient Monitoring Standard Operating Procedures and Analysis Methods for quality assurance and quality control (QA/QC) procedures;
- 6.8 Coordinate with TCEH for the publication of the monitoring data outlined by the abovementioned Program Elements, including data from other state, and federal agencies, students, and volunteer organizations, in the Thurston County Water Resources Monitoring Report and post it on the Thurston County Department of Resource Stewardship website.

7. RESPONSIBILITIES OF CITIES

- 7.1 Assign its chief public works or engineering manager or designee to participate and assist the County in scope of work preparation, review and approval of planned monitoring activities and overall program direction.
- 7.2 Reimburse the County for the Cities' share of the account for labor and other costs directly contributing to program elements in accordance with this Agreement.

8. REALLOCATION OF FUNDS DUE TO BUDGET REDUCTION

Should a City fail to secure adequate funding for any or all of the program elements outlined above, the City shall provide written notice to the County within thirty (30) calendar days of its budget adoption.

The Cities agree to meet within fourteen (14) calendar days thereafter to discuss the impacts of

such a budget reduction. As participation for each City is contingent upon final budget approval and adoption, the Cities may elect to redistribute costs or eliminate specific program elements as needed, provided that the participating Cities do not exceed the maximum amounts indicated in Section 5 ESTIMATED COST AND FINANCING, unless otherwise agreed upon in writing through either subsequent agreements or addendums to this Agreement.

9. DURATION

This Agreement shall be retroactive to January 1, 2015 and remain in effect through December 31, 2018, subject to amendment, and may be extended upon agreement of the participating jurisdictions.

10. HOLD HARMLESS AND INDEMNIFICATION

The parties to this Agreement agree that each party is responsible only to themselves for any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including costs and attorney's fees in defense thereof, for injury, sickness, disability or death to persons or damage to property caused by or arising out of the performance of this Agreement. PROVIDED FURTHER, that in the event of the concurrent negligence of any of the parties, those parties' obligations hereunder shall apply only to the percentage of fault attributable to themselves, their employees or agents.

11. ENTIRE AGREEMENT

The parties agree that this Agreement is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Agreement are specifically excluded.

12. TERMINATION

Any party to this Agreement may terminate this Agreement by giving the other parties at least thirty (30) days advance written notice. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination. The hold harmless and indemnification provisions of this Agreement shall survive termination or expiration of this Agreement.

13. 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 that 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.

14. COUNTERPARTS

This Agreement may be executed in counterparts, and all such counterparts once so executed shall together be deemed to constitute one final agreement, as if one document had been signed.

by all Parties, and each such counterpart, upon execution and delivery, shall be deemed a complete original, binding on the parties. A faxed or email copy of an original signature shall be deemed to have the same force and effect as the original signature.

Each party has caused this Agreement to be signed by its duly authorized officer or representative as of the date set forth below its signature.

CITY OF LACEY

City Manager

Date: _____

APPROVED AS TO FORM

City Attorney

ATTEST:

City Clerk

CITY OF OLYMPIA

Mayor

Date: _____

APPROVED AS TO FORM:

Darren Nienaber DCA

City Attorney

ATTEST:

City Clerk

CITY OF TUMWATER

Mayor

Date: _____

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

DATE: _____

BOARD OF COUNTY COMMISSIONERS
Thurston County, Washington

ATTEST:

Clerk of the Board

Chair

APPROVED AS TO FORM:

Vice-Chair

JON TUNHEIM
PROSECUTING ATTORNEY

Commissioner

By: _____
Deputy Prosecuting Attorney