

**INTERLOCAL AGREEMENT
BETWEEN CITY OF OLYMPIA AND
SOUTH PUGET SOUND COMMUNITY COLLEGE**

An AGREEMENT between the City of Olympia, a municipal corporation (hereinafter "City") and South Puget Sound Community College, a Washington State institution of higher education (hereinafter "SPSCC");

WHEREAS, SPSCC operates South Puget Sound Community College at the Mottman campus on property within the City; and

WHEREAS, redevelopment of the SPSCC Mottman campus has met the threshold requiring retrofit to meet all of the minimum requirements of the 2005 Olympia Stormwater Manual;

WHEREAS, the City is covered by the National Pollutant Discharge Elimination System (NPDES) Phase I and Phase II Municipal Stormwater permits, and therefore the City is eligible to apply to the Washington Department of Ecology for *FY 2012 Statewide Stormwater Grant Program*;

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 a basis of mutual advantage;

WHEREAS, the City and SPSCC desire to improve the water quality of Percival Creek and Puget Sound, and

WHEREAS, the City and SPSCC desire to partner on a stormwater project at the SPSCC Mottman campus;

NOW THEREFORE, the parties agree as follows:

1. Purpose Statement. The City and SPSCC agree to partner on an application, negotiate a funding agreement with the Department of Ecology and complete requirements for the receipt of a *FY 2012 Statewide Stormwater Grant*.
2. Lead Agency Status. The City will be the lead agency on the application and will collaborate with SPSCC.
3. City of Olympia Responsibilities. The City shall:
 - a. Provide financial administration of the grant, including submitting pay requests and receiving and distributing payments.
 - b. Review the engineering drawings, calculations, and reports for permit.
 - c. Complete the State Environmental Review Process and comply with the State Environmental Policy Act (SEPA).

4. South Puget Sound Community College Responsibilities. SPSCC shall:
- a. Provide for the design, bidding, construction, and construction oversight for the stormwater project at the Mottman campus.
 - b. Provide any matching fund amount.
 - c. Prepare progress reports quarterly.
 - d. Prepare invoice voucher submittals and supportive documentation for payment.
 - e. Cover all other financial responsibilities associated with this project.
 - f. With the exception of submitting invoice voucher submittals for payment, fulfill all requirements of the RECIPIENT set forth in the *FY 2012 Statewide Stormwater Grant Program Funding Agreement* between the State of Washington Department of Ecology and the City of Olympia.
5. General Provisions
- a. Joint Board. This Agreement does not create a Joint Board and does not create a separate legal entity.
 - b. Duration of Agreement. This Agreement shall be effective for a period of three (3) years after the signature of the last required signatory. It will terminate on _____.
 - c. Termination of Agreement. This Agreement may be terminated upon sixty (60) days written dated notice to the other party using the method of notice provided for in this Agreement.
 - d. Entire Agreement. This Agreement sets forth all terms and conditions agreed upon by City and SPSCC.
 - e. Recording. Prior to its entry into force, this Agreement shall be filed with the Thurston County's Auditor's Office or posted upon the websites or other electronically retrievable public sources as provided by RCW 39.34.040.
 - f. Notices. Any notice required under this Agreement shall be to the party at the address listed below and shall become effective three (3) days following the date of deposit in the United States Postal Service.

CITY OF OLYMPIA:

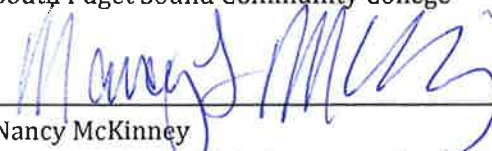
Public Works Department, Water Resources
 Attn: Andy Haub
 Re: Interlocal Agreement with SPSCC
 PO Box 1967
 Olympia, WA 98507-1967

SOUTH PUGET SOUND COMMUNITY COLLEGE:

Attn: Penny Koal
Re: Interlocal Agreement with City of Olympia
2011 Mottman Road, SW
Olympia, WA 98512

- g. Interpretation and Venue. This Agreement shall be governed by the laws of the State of Washington, as to interpretation and performance. The parties hereby agree that venue for enforcement of this agreement shall be the Superior Court of Thurston County.
- h. Amendment. No provision of this agreement may be amended or modified except by written dated agreement signed by the parties.
- i. Severability.
 - 1. If, for any reason, any part, term or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular provision held to be invalid.
 - 2. If it should appear that any provision hereof is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provisions.
- j. Effective Date. This Agreement shall take effect on the date of the last authorizing signature entered below.

Vice President for Administrative Services
South Puget Sound Community College


Nancy McKinney
Vice President for Administrative Services

Date: 7/2/12

Approved as to form:

By: _____
Happy Rons
Assistant Attorney General for
South Puget Sound Community College
Date: _____

Mayor
City of Olympia, Washington

Mayor Stephen Buxbaum
City of Olympia, Washington

Date: _____

Approved as to form:

By: Darren Nienaber
Darren Nienaber
Deputy City Attorney
Date: 6-29-12