

**CITY OF VANCOUVER AND DISCOVERY CLEAN WATER ALLIANCE
INTERLOCAL AGREEMENT FOR
COLUMBIA RIVER WATER QUALITY MONITORING PROGRAM**

This INTERLOCAL AGREEMENT FOR COLUMBIA RIVER WATER QUALITY MONITORING PROGRAM (this “**Agreement**”) is entered into as of the date of the last signature below (the “**Effective Date**”) by and between the CITY OF VANCOUVER, WASHINGTON, a Washington municipal corporation (the “**City**”), and the DISCOVERY CLEAN WATER ALLIANCE, a Washington municipal corporation (the “**Alliance**”) (each a “**Party**” and collectively the “**Parties**” to this Agreement). The Parties agree as follows.

1. RECITALS

1.1 Regulatory Requirements. The Washington State Department of Ecology (“**Ecology**”) administers water quality programs that, in part, regulate treated wastewater (or “effluent”) released by municipal treatment plants using National Pollutant Discharge Elimination System (NPDES) permits. Under these programs and permits, Ecology defines regulatory requirements for waters in Washington State, including the Columbia River. Ecology’s processes are informed by and rely on available surface water quality data collected by others and submitted to Ecology.

1.2 City Facilities. The City of Vancouver owns two municipal wastewater treatment plants that discharge effluent into the Columbia River – the Westside Wastewater Treatment Plant and the Marine Park Wastewater Treatment Plant.

1.3 Alliance Facility. The Discovery Clean Water Alliance owns one municipal wastewater treatment plant that discharges effluent into the Columbia River – the Salmon Creek Wastewater Treatment Plant.

1.4 Purpose and Authority. This Agreement is entered into under RCW 39.34.080 and chapters 35.22, 35.67 and 39.106 RCW for the purpose of cooperative water quality monitoring. The City and the Alliance agree that it is the interests of the customers served by their treatment plants to provide high quality data for Ecology’s processes to promote regulatory determinations that are based on accurate and scientifically defensible data. The City and the Alliance therefore agree to pursue efficiencies in working together to collect and submit water quality monitoring data from the Columbia River under the terms of this Agreement.

2. WATER QUALITY MONITORING PROGRAM

2.1 City Administration of Program. The City will prepare and implement a sampling and data reporting program for water quality monitoring on the Columbia River. The work is planned to occur in 2018 and 2019 (the “**Program**”). The Program includes:

- (i) *Planning.* The City will prepare or contract for the preparation of a Quality Assurance Project Plan (“**QAPP**”) to outline the Program’s procedures to collect and analyze water samples from the Columbia River. The City will submit the QAPP to Ecology for review.

- (ii) *Sampling.* The City will provide or contract for the provision of water quality sampling under the Program according to the requirements of the QAPP.
- (iii) *Initial Costs; Administrative Overhead.* The City will pay all initial startup costs for the QAPP and the Program. The City will be responsible for all City overhead costs for administration of the QAPP and the Program.
- (iv) *Data Submission.* The City or its contractors or consultants will submit the data collected under the Program to Ecology for use in regulatory determinations and other purposes required by law.
- (v) *Data Sharing.* The City will provide regular updates to the Alliance on the progress of the work under the Program. Upon request, the City will timely provide the Alliance with data collected under the Program.
- (vi) *Program Standards.* The City will administer the Program in accordance with Washington law and Ecology program requirements and guidance in order to gather and submit high quality data to Ecology.

2.2 Alliance Reimbursement. The Alliance will reimburse the City for one-third (1/3) of all third party contractor and consultant costs incurred by and invoiced to the City in providing the Program (the “**Alliance Share**”).

- (i) *Invoicing.* The City will provide an invoice to the Alliance that includes, at a minimum: (A) the total third party contractor and consultant costs incurred by and invoiced to the City in providing the Program and (B) a calculation of the Alliance Share (i.e., 1/3 of those costs). The invoice for work completed in 2018 will be provided to the Alliance in the first calendar quarter of 2019. The invoice for work completed in 2019 will be provided to the Alliance in the first calendar quarter of 2020. Invoices for work completed in subsequent years (if any) will be provided to the Alliance in the first calendar quarter of the year following the applicable work year.
- (ii) *Payment.* The Alliance will pay the Alliance Share included in the invoices up to but not exceeding a total cost of \$90,000 for the 2019-2020 biennial budget period and, for work performed after 2020 (if any) up to but not exceeding a total cost of \$90,000 for the applicable biennial budget period.
- (iii) *Adjustments to Alliance Share.* Cost allocation under the Alliance Share is intended to reflect the Parties’ proportionate use of the Program (i.e., 1 treatment plant out of 3 under the Program is allocated to the Alliance, and approximately 1/3rd of the residential customers under the Program are served by the Alliance). If a Party determines that the Alliance Share ceases to reflect the Alliance’s proportionate use of the Program, that

Party may request an adjustment to the Alliance Share under the mutual cooperation process in Section 2.3.

2.3 Mutual Cooperation Process. Upon mutual agreement between the Parties, or upon the request of either Party under Subsection 2.2(iii), the Parties will resolve issues related to this Agreement under the following process:

- (i) The Parties will first attempt to resolve the issue through routine meetings and communications in the ordinary course of business.
- (ii) If either Party determines that routine meetings and communications will not resolve the issue, the Parties will then attempt to resolve the issue through formal meetings or negotiations between representatives of the Parties appointed by their respective governing bodies.
- (iii) If either representative of the respective governing bodies of the Parties determines that formal meetings or negotiations will not resolve the issue, then either Party may demand mediation through a process mutually agreed to in good faith between the Parties within 30 days of the demand, which may include binding or nonbinding decisions or recommendations. The mediator(s) must be individuals skilled in the legal and business aspects of this Agreement. The Parties will share equally the costs of mediation and assume their own costs.
- (iv) If mediation does not resolve the issue, the Parties may pursue any available remedies under applicable law.

2.4 Duration and Termination. This Agreement is effective and in full force from and including the Effective Date and terminates on December 31, 2020 unless, before January 1, 2021, the Parties mutually agree in writing to extend this Agreement one or more calendar years. The City Manager is authorized to approve and execute such extension without further authorization of the Vancouver City Council. The Alliance Administrative Lead is authorized to approve and execute such extension without further authorization of the Alliance Board of Directors. Either Party may terminate this Agreement by providing written notice of termination to the other Party at least ninety (90) days prior to the date of termination.

3. GENERAL

3.1 Administration. The City will administer the Program. No new or separate legal or administrative entity is created to administer the Program or the provisions of this Agreement. Except as provided in this Agreement, each Party is individually responsible for financing its own actions under this Agreement.

3.2 Notices. All notices or other communications given under this Agreement must be in writing by email, facsimile, regular U.S. mail, or certified mail, return receipt requested.

If to the City, notice to:

City of Vancouver, Washington
Attn: Brian Carlson, P.E., Public Works Director
Marine Park Engineering Building
4500 SE Columbia Way
PO Box 1995
Vancouver, WA 98668-1995

If to the Alliance, notice to:

Discovery Clean Water Alliance
c/o Clark Regional Wastewater District
Attn: John Peterson, P.E., General Manager
8000 NE 52nd Court
PO Box 8979
Vancouver WA 98668-8979

Either Party may notify the other Party in writing of changes in the persons to whom that Party's notices are to be delivered. All notices are deemed given upon delivery or, if mailed, upon the earlier of actual receipt or three (3) business days after the date of mailing.

3.3 Entire Agreement. This Agreement contains the entire understanding between the Parties and supersedes any prior understandings regarding the Services. No amendment or supplement to this Agreement is valid or effective unless made in writing and executed by the Parties.

3.4 Governing Law; Venue. This Agreement is governed by and construed according to the laws of the State of Washington. As against the other Party, each Party may file suit to enforce this Agreement only in the Superior Court of Clark County, Washington.

3.5 No Third Party Rights. This Agreement is solely for the benefit of the Parties and does not grant any right to any other party or person.

3.6 Severability. The provisions of this Agreement are separate and severable. If a court of competent jurisdiction, all appeals having been exhausted or all appeal periods having run, holds any provision of this Agreement invalid or unenforceable as to any person or circumstance, the offending provision, if feasible, is modified to be within the limits of enforceability or validity. If the offending provision cannot be modified, it is null and void with respect to the particular person or circumstance. All other provisions of this Agreement in all other respects, and the offending provision with respect to all other persons and all other circumstances, remain valid and enforceable.

3.7 Captions. Captions given to the various provisions of this Agreement are for convenience only and are not intended to modify or affect the meaning of any provision.

3.8 Authorization; Posting. The governing bodies of the Parties will authorize the execution of this Agreement. The Parties will prepare and distribute (3) duplicate originals of this Agreement for execution by the necessary officials of the Parties. Each Party will post a copy of this Agreement on its website.

This Agreement is executed by each Party as set forth below:

CITY OF VANCOUVER, WASHINGTON

DISCOVERY CLEAN WATER ALLIANCE

By:



By:



Its:

ERIC J. HOLMES, City

Its:

Stan D. [unclear], Chair Pro Tem

Date:

August 27, 18 ^{Managen}

Date:

September 28, 2018