

Resolution No. 2413

A RESOLUTION AUTHORIZING THE CITY MANAGER TO RENEW THE INTERLOCAL AGREEMENT WITH THE CITY OF KELSO, COWLITZ COUNTY AND THE CONSOLIDATED DIKING IMPROVEMENT DISTRICT NO. 1 REGARDING REGIONAL COOPERATION ON STORMWATER PUBLIC EDUCATION AND OUTREACH

WHEREAS; the Western Washington Phase II Municipal Stormwater Permit (Permit) issued by the Washington State Department of Ecology requires the City of Longview 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 City of Longview, along with the City of Kelso, Cowlitz County and Consolidated Diking Improvement District No. 1, entered into a five-year interlocal agreement in 2016 to share costs and develop a collaborative public education and outreach program on stormwater issues and surface water quality under the brand of the "Cowlitz Clean Water Partners"; and

WHEREAS, all of the parties of the agreement wish to extend the interlocal agreement for an additional five-year term as allowed by clause 13 of the agreement and wish to increase the annual program cost limit under clause 5 to \$20,000.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Longview as follows:

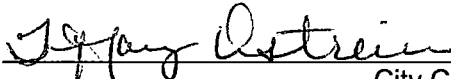
Section 1. The City Manager is authorized to amend and extend the interlocal agreement with the City of Kelso, Cowlitz County and the Consolidated Diking Improvement District No. 1, with the text in Exhibit A which forms a part of this Resolution.

PASSED by the City Council of Longview, Washington, and approved by its Mayor this 23rd day of June, 2022.



Mayor

ATTEST:



City Clerk

Resolution No. 2413 - EXHIBIT A

The INTERLOCAL AGREEMENT FOR STORMWATER PUBLIC EDUCATION AND OUTREACH adopted by the undersigned Parties in 2016 shall be extended for an additional five-year term beginning January 1 2022 and be amended as follows:

5. The Parties agree that the annual total costs and expenses for the program shall not exceed \$20,000.

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

Date: _____, 2022.
THE CITY OF KELSO, WASHINGTON
By

Andrew Hamilton, City Manager


ATTEST:

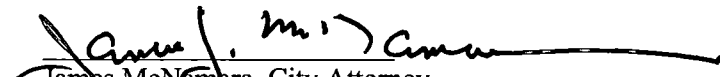
Brian Butterfield, City Clerk

Date: 8/25/2022, 2022.
THE CITY OF LONGVIEW, WASHINGTON
By


Kurt Sacha, City Manager

ATTEST:


City Clerk


James McNamara, City Attorney

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF COWLITZ COUNTY, WASHINGTON

In the Matter of Providing Regional)
Stormwater Public Education and Outreach)
With Cowlitz County, The City of Kelso)
The City of Longview and Consolidated)
Diking Improvement District No. 1)

RESOLUTION NO. 22-077

WHEREAS, the Western Washington Phase II Municipal Stormwater Permit (Permit) issued by the Washington State Department of Ecology requires Cowlitz County 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, Cowlitz County, along with the City of Kelso, the City of Longview, and Consolidated Diking Improvement District No. 1, entered into a five-year interlocal agreement in 2016 to share costs and develop a collaborative public education and outreach program on stormwater issues and surface water quality under the brand of "Cowlitz Clean Water Partners"; and

WHEREAS, all of the parties of the agreement wish to extend the interlocal agreement an additional five-year term as allowed by clause 13 of the agreement and wish to increase the annual program cost limit under clause 5 to \$20,000.

NOW, THEREFORE, BE IT RESOLVED that the interlocal agreement with the City of Kelso, the City of Longview and Consolidated Diking Improvement No. 1 is amended per Exhibit A and the term is extended for five years.

Approved in open session this 2 day of August, 2022.

BOARD OF COUNTY COMMISSIONERS
OF COWLITZ COUNTY, WASHINGTON

Dennis P. Weber

Dennis P. Weber, Chair

Absent Excused

Arne Mortensen, Commissioner

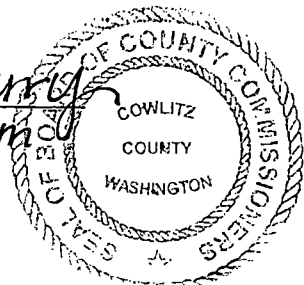
John Jabusch

John Jabusch, Commissioner

ATTEST:

Lisa Huckleberry
Clerk of the Board, Interim

B-2-2022



22-077

Resolution No. 2413 - EXHIBIT A

The INTERLOCAL AGREEMENT FOR STORMWATER PUBLIC EDUCATION AND OUTREACH adopted by the undersigned Parties in 2016 shall be extended for an additional five-year term beginning January 1 2022 and be amended as follows:

5. The Parties agree that the annual total costs and expenses for the program shall not exceed ~~\$10,000~~ **\$20,000**.

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

Date: August 2, 2022.
BOARD OF COMMISSIONERS
OF COWLITZ COUNTY, WASHINGTON

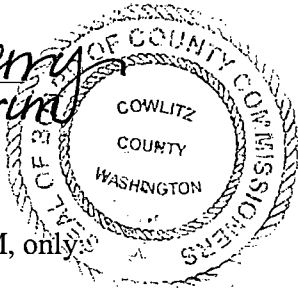
absent excused
Arne Mortensen, ~~Chairman~~ *Commissioner*

Dennis P. Weber
Dennis P. Weber, ~~Commissioner~~ *Ch.*

John Jabusch
John Jabusch, Commissioner

ATTEST:

Lisa Huckleberry
Clerk of the Board, *Interim*
8.2.2022



APPROVED AS TO FORM, only

Douglas E. Jensen, Chief Civil Deputy

Date: _____, 2022.
BOARD OF COMMISSIONERS
OF COWLITZ COUNTY, WASHINGTON

Arne Mortensen, Chairman

Dennis P. Weber, Commissioner

John Jabusch, Commissioner

ATTEST:

Tiffany Ostreim, Clerk of the Board


Douglas E. Jensen, Chief Civil Deputy

Date: June 14th, 2022.
CONSOLIDATED DIKING IMPROVEMENT
DISTRICT No. 1 OF COWLITZ COUNTY, WA
By



Amy Blain, District Manager


APPROVED AS TO FORM:

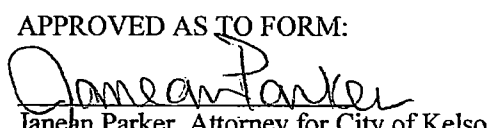


Frank Randolph, Attorney for CDID No. 1

Date: 7/8, 2022.
THE CITY OF KELSO, WASHINGTON

By 
Andrew Hamilton, City Manager

ATTEST:

Brian Butterfield, City Clerk

APPROVED AS TO FORM:

Janean Parker, Attorney for City of Kelso

INTERLOCAL AGREEMENT
FOR STORMWATER PUBLIC EDUCATION AND OUTREACH

THIS INTERLOCAL AGREEMENT is made and entered into this 27th day of October, 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.

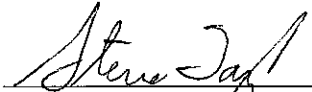
11. The Parties shall indemnify and hold each other free and harmless from any and all claims by third parties for damages caused by the exercise of the permission herein granted.
12. The permission herein granted shall be for a five-year term starting with the Agreement execution date, and subject to 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: 10/19, 2016.


THE CITY OF KELSO, WASHINGTON

By



Steve Taylor, City Manager

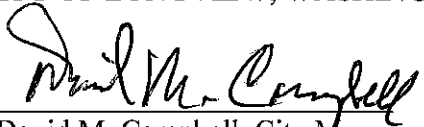
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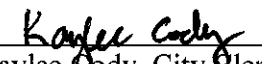
Janean Parker, Attorney for City of Kelso

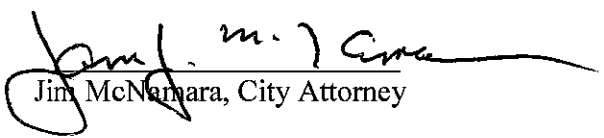
Date: October 27th, 2016.

THE CITY OF LONGVIEW, WASHINGTON

By 
David M. Campbell, City Manager

ATTEST:


Kaylee Coby, City Clerk


Jim McNamara, City Attorney

Date: December 20, 2016.

BOARD OF COMMISSIONERS
OF COWLITZ COUNTY, WASHINGTON

Michael A. Karnofski

Michael Karnofski, Chairman

Dennis R. Weber

Dennis Weber, Commissioner

Joe Gardner

Joe Gardner, Commissioner

ATTEST:

Tiffany Ostrem

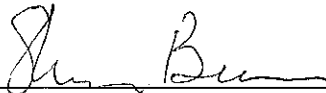
Tiffany Ostrem, Clerk of the Board

Approved via Agenda Quick

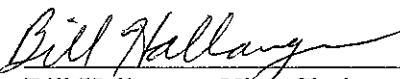
Doug Jensen, Deputy Prosecuting Attorney

Date: October 25, 2016.


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



Sherry Bean, Chair

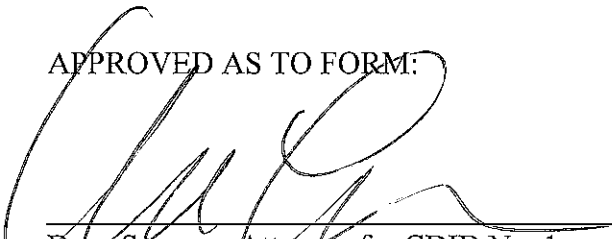


Bill Hallanger, Vice-Chair



Tim Kilmer, Secretary

APPROVED AS TO FORM:



Dave Spencer, Attorney for CDID No. 1