

**INTERLOCAL AGREEMENT BETWEEN THE CITIES
OF BURIEN, DES MOINES, NORMANDY PARK
AND SEATAC AND KING COUNTY FOR
STORMFEST**

Pursuant to RCW 39.34, the Interlocal Cooperation Act, this agreement (hereafter “Agreement”) is entered into between the City of Burien, a municipal corporation, hereinafter referred to as “Burien,” the City of Des Moines, a municipal corporation hereinafter referred to as “Des Moines,” the City of Normandy Park, a municipal corporation hereinafter referred to as “Normandy Park,” the City of SeaTac, a municipal corporation hereinafter referred to as “SeaTac,” and King County, a municipal corporation hereinafter referred to as “King County,” and all five collectively referred to as the “Parties” for the purpose of implementing an annual 6th grade, hands-on, interactive, stormwater education program for Highline Public Schools that meets the Parties’ NPDES Permit criteria.

1. Definitions:

- A. “Project Cost Allocation” shall mean the percentage of the total cost of StormFest assigned to each Party; the percentage assigned to each Party shall be equivalent to each Party’s percentage-share of student enrollment provided by Highline School District for the prior year (i.e. the percentages for the 2020 StormFest event are based on the 2018-2019 school year enrollment numbers). By way of example, if 42% of all Highline School District students reside in Des Moines, then Des Moines’ Project Cost Allocation shall be 42% of the total cost of StormFest.
- B. “Project Cost Allocation Document” shall mean the document containing each Party’s Project Cost Allocation for the calendar year. Once signed by the Party, the Project Cost Allocation Document represents that Party’s financial obligation in support of the upcoming year’s StormFest.
- C. “Project Management Team” and “Team” shall mean the group comprised of a representative of each Party and whose function is to develop, implement, manage, and evaluate StormFest.
- D. “StormFest” shall mean an annual education program for 6th graders in the Highline School District developed by the Parties and which assists the Parties in meeting the following NPDES Phase II permit requirements: S5.C.2.a.i (a) and (c), S5.C.2.a.ii (a), (b), (c), (d), (e), and (f), and S5.C.2.a.ii. The first annual StormFest event governed by this agreement will be held in 2020.

2. **Purpose.** The purpose of this Agreement is to set forth the tasks to be accomplished by each Party and to identify the tasks to be accomplished by the Project Management Team in support of StormFest.

3. **Joint Roles and Responsibilities.** Each Party shall be responsible for the following:
 - A. One representative to the Team shall be appointed by each Party and each Party shall have only one vote regardless of the number of representatives representing each Party. Participation of additional staff from any of the Parties in support of the Team is encouraged.
 - B. The Team will reach its decisions by consensus. Issues that cannot be resolved by consensus will be referred to Burien for resolution.
 - C. Each year the Team shall agree to and sign the Project Cost Allocation Document for the upcoming year's StormFest event. The 2019 Project Cost Allocation Document for the 2020 StormFest event is attached to this agreement as an example.
 - D. Burien shall serve as the administrator of this Agreement; Burien's administrative tasks include leading in the organization of StormFest events; providing day-to-day project management; scheduling and facilitating Team meetings, hiring consultants; processing monthly consultant invoices and payments; invoicing other Parties to the Agreement; and providing periodic fiscal reports to the Parties.
 - E. The City of Des Moines shall host each StormFest event at Des Moines Beach Park.
 - F. The total project cost to be included in the Project Cost Allocation shall include but not necessarily be limited to the following: costs for educators, translators, consultant costs, interpreters, supplies, parking costs at the Des Moines Marina and Beach Park, and materials for the event, and any other costs not explicitly excepted in this agreement. The total project cost also includes the City of Des Moines staff time and rental fees for supporting the use of the Des Moines Beach Park Facility during the event. No other City staff charges shall be included in the total project cost. The total project cost shall not include Burien's costs associated with administering agreement, nor shall it include any Party's costs of participation on the Team.
 - G. Burien shall invoice the Parties for their share of the Project Cost Allocation approximately once each quarter. The Parties shall submit payment within 60 days of receiving the invoice.

4. **Duration.** This Agreement shall be effective upon execution by each party and shall remain in full force and effect until December 31st, 2024. This Agreement may be extended upon mutual agreement of all Parties.

5. **Termination.** Any party may withdraw from this Agreement, upon thirty (30) days' written notice to the other Parties; PROVIDED, however, that the terminating party shall be responsible for payment of the terminating party's financial responsibility appearing on any signed and executed Project Cost Allocation Document.
6. **Modification.** This Agreement may be modified by further written agreement upon mutual acceptance by all parties.
7. **Separate Legal Entity.** No separate legal entity or administrative entity is created by this Agreement.
8. **Alternative Dispute Resolution.** If a dispute arises from or relates to this Agreement or the breach thereof and if the dispute cannot be resolved through direct discussions, the parties agree to endeavor first to settle the dispute in an amicable manner by mediation administered by a mediator under JAMS Alternative Dispute Resolution service rules or policies before resorting to arbitration. The mediator may be selected by agreement of the parties or through JAMS.
9. **Written Notice.** All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the Agreement, unless notified to the contrary. Any written notice hereunder shall become effective three (3) business days after the date of transmittal, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.
10. **Hold Harmless.** Each party to this Agreement shall defend, indemnify and hold the other party, its appointed and elected officers and employees, harmless from claims, actions, injuries, damages, losses or suits including attorney fees, arising or alleged to have arisen directly or indirectly out of or in consequence of the performance of this Agreement to the extent caused by the fault or negligence of the indemnitor, its appointed or elected officials, employees, officers, agents, assigns, volunteers or representatives.
11. **Non-Discrimination.** The Parties shall not discriminate in any manner related to this Agreement on the basis of race, color, national origin, sex, religion, age, marital status, sexual orientation or disability in employment or the provision of services.
12. **Severability.** If any provision of the Agreement shall be held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to serve the purposes and objectives of both parties.

13. Entire Agreement. This Agreement constitutes the entire agreement between the parties. Any modifications or amendments to this Agreement shall be in writing and shall be signed by each party.

DATED this _____ day of _____ 2019.

CITY OF BURIEN

Brian J. Wilson, City Manager

APPROVED AS TO FORM:

Lisa Marshall
City Attorney

CITY OF NORMANDY PARK

Mark E. Hoppen, City Manager

APPROVED AS TO FORM:

Jim Haney
City Attorney

CITY OF DES MOINES

Michael Matthias, City Manager

APPROVED AS TO FORM:

Tim George
City Attorney

CITY OF SEATAC

Carl Cole, City Manager

APPROVED AS TO FORM:

Mary Mirante Bartolo
City Attorney

KING COUNTY

Dow Constantine, Executive

APPROVED AS TO FORM:

Dan Satterberg
Prosecuting Attorney

Project Cost Allocation Document
StormFest
July 1, 2019- December 31, 2020

The Project costs are allocated based on percent of Highline Public Schools 6th graders in each jurisdiction, calculated from Highline Public Schools data.

Table 1. Costs/Cost Shares

Jurisdiction	Annual Cost Share	Estimated Cost Shares *
Burien	28%	up to \$26,619.86
King County	27%	up to \$25,669.15
SeaTac	22%	up to \$20,915.61
Des Moines	20%	up to \$19,014.19
Normandy Park	3%	up to \$2,852.13
Total	100.00%	up to \$95,070.94

*Total costs for all tasks will not exceed \$95,070.94. Each jurisdiction’s maximum cost share is as shown in Table 1.

Accepted by:

City of Burien

City of Des Moines

City of Normandy Park

City of SeaTac

King County