

**INTERLOCAL AGREEMENT BETWEEN
THE CITIES OF BURIEN, DES
MOINES, NORMANDY PARK,
SEATAC AND KING COUNTY FOR
STORMWATER EDUCATION
PROGRAM ("STORMFEST")**

Pursuant to the Interlocal Cooperation Act (RCW 39.34), the City of Burien, ("Burien"), the City of Des Moines, ("Des Moines"), the City of Normandy Park, ("Normandy Park"), the City of SeaTac, ("SeaTac"), and King County, (individually referred to as a "Party" and collectively referred to as "Parties"), each of which is a Washington Municipal Corporation, hereby enter into this Agreement ("Agreement") the Agreements set forth:

RECITALS

WHEREAS, Department of Ecology (Ecology) develops and administers Clean Water Act National Pollutant Discharge Elimination System (NPDES) municipal stormwater permits in Washington;

WHEREAS, NPDES Western Washington Phases I and Phase II permits require local governments to manage and control stormwater runoff ensuring it does not pollute downstream waters;

WHEREAS, StormFest is an annual field-based stormwater learning event that engages 6th grade and/or middle school students in the Highline School District using and testing best practices for outdoor environmental education and equity;

WHEREAS, StormFest events engage students to learn about and experience their local watershed, sources of pollution, and engineering solutions to prevent stormwater pollution;

WHEREAS, this event involves teachers, families, community members, local government staff and educational nonprofits. This collaborative approach helps cities and counties meet National Pollutant Discharge Elimination System (NPDES) permit requirements;

WHEREAS, StormFest is aligned with many programs to meet NPDES permit requirements across the jurisdictions and is specifically used by SeaTac and Normandy Park to fulfill the Behavior Change campaign as outlined in the Western Washington Phase II permit;

WHEREAS, the Parties have previously entered a similar Interlocal Agreement (ILA) since 2019 which will expire on December 31, 2024;

WHEREAS, the Parties believe that a cooperative effort is the most effective method of meeting their common goals stated herein;

WHEREAS, the Parties intend by this Agreement to establish their respective rights, roles and responsibilities; and

NOW, THEREFORE, in consideration of the mutual promises, benefits, and covenants contained in this Agreement and other valuable consideration, the sufficiency of which is acknowledged, the Parties agree to the above Recitals and the following terms and conditions:

1) **Definitions:**

- A. "Project Cost Allocation" means 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 2024 StormFest event are based on the 2022-2023 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" means 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" mean the group comprised of a representative of each city and whose function is to develop, implement, manage, and evaluate StormFest.
- D. "StormFest" means an annual education program for 6th graders in the Highline School District developed by the Parties and which assists the Parties in meeting NPDES Phase II permit requirements.

2) **Purpose.** The purpose of this Agreement is to outline the tasks to be completed by each Party and to define the responsibilities of the Project Management Team in support of StormFest. The goal is to implement a hands-on, interactive, stormwater education program ("StormFest") for Highline Public Schools in compliance with the Parties' NPDES Permit criteria.

3) **Joint Roles and Responsibilities.** Each Party shall be responsible for the following:

- A. Appoint one representative to the Team. Each Party will have only one vote regardless of the number of representatives representing each Part on the Team. Participation of additional staff from any of the Parties in support of the Team is encouraged.
- B. Each Party's representative will regularly attend Team meetings, attend the event, and otherwise support the Team as necessary to successfully execute the event.
- C. The Team will make decisions by consensus. If a consensus cannot be reached, dispute will be resolved according to the procedures outlined in Section 9 of this agreement.
- D. Each year the Team will agree to and sign the Project Cost Allocation Document for the upcoming year's StormFest event. The 2023 Project Cost Allocation Document for the 2024 StormFest event is attached to this agreement as an example.
- E. Burien will serve as the administrator of this Agreement. Burien's administrative tasks will include leading in the organization of StormFest events; providing day-to-day project management; scheduling and facilitating Team meetings, contracting with consultants; processing monthly consultant invoices and payments; invoicing other Parties to the Agreement; and providing periodic fiscal reports to the Parties in accordance with the requirements of 39.34 RCW.
- F. Des Moines will serve as the host Party for each StormFest event at Des Moines Beach Park

for the duration of this Agreement.

- G. The total project cost in the Project Cost Allocation will include, but not be limited to, the following: expenses for educators, translators, consultants, interpreters, supplies, parking fees at the Des Moines Marina and Beach Park, volunteers' stipends, event, and other cost associated with the event such as students' transportation and compensation for substitute teachers. The total project cost will also cover Des Moines (Host City) staff time and rental fees for supporting the use of the Des Moines Beach Park Facility during the event. No other Party staff charges will be included in the total project cost. The total project cost will exclude Burien's costs related with administering this agreement, and any Party's costs of participation on the Team.
- H. Burien will invoice the Parties for their share of the Project Cost Allocation approximately once each quarter. The Parties will submit their payment within 60 business days of receiving an invoice.

4) Budget. Costs may fluctuate from one year to another. If the budget must be increased to accommodate additional costs, the Team will utilize the consumer price index June to June inflation rate as the measure by which to increase the allocated budget, with a maximum year over year increase of 5%. Costs are shared based on allocation of the percentage of Highline School District's students enrolled in each jurisdiction. The Team shall, take reasonable measures to keep costs to a minimum where possible. Table 1 of the appendix shows the potential annual rate increases for all parties.

5) Termination. Any Party may withdraw from this Agreement at any time, upon thirty (30) days' written notice to the other Parties. However, once a Party signs and executes the Project Cost Allocation Document for a given year, termination will take effect only at the end of the following year. A Party's obligation to pay their share of a signed and executed Project Cost Allocation is contingent upon the occurrence of the StormFest event for that year and the fulfillment of all associated financial responsibilities.

6) Duration. This Agreement is effective upon execution by each Party and will remain in full force and effect until December 31, 2029. This Agreement may be extended upon mutual agreement of all Parties.

7) Modification. This Agreement may only be modified by further written agreement upon mutual acceptance by all Parties.

8) Separate Legal Entity. No separate legal entity or administrative entity is created by this Agreement.

9) 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 first attempt to settle the dispute in amicably through mediation. The mediation will be administered by a mediator in accordance with JAMS Alternative Dispute Resolution service rules and procedures. The mediator may be selected either by mutual agreement of the parties or through JAMS.

10) Written Notice. All communications regarding this Agreement should be sent to the addresses listed on the signature page, unless otherwise notified. Any written notice will be considered effective three (3) business days after the date of transmittal. Such notice will be deemed properly given if sent to the address specified in this Agreement or to any other address subsequently provided in writing.

11) Hold Harmless. Each Party hereto shall protect, defend, hold harmless and indemnify the

other Parties, their officers, elected officials, directors, volunteers, agents and employees, from and against any and all claims (including demands, suits, penalties, liabilities, damages, costs, expenses, or losses of any kind or nature whatsoever) arising out of or in any way resulting from such Party's own acts or omissions related to such Party's participation and obligations under this Agreement. For this purpose, each Party, by mutual negotiation, hereby waives, with respect to the other Parties only, any immunity that would otherwise be available against such claims under the industrial insurance act provisions of Title 51 RCW. In the event that either Party incurs any judgment, award, and/or cost arising therefrom, including attorneys' fees, to enforce the provisions of this Section, all such fees, expenses, and costs shall be recoverable from the responsible Party to the extent of that Party's culpability. The provisions of this Section shall survive and continue to be applicable to Parties exercising the right of termination pursuant to Section 5 herein.

12) Insurance. Each Party shall provide and maintain suitable commercial general liability and auto liability insurance policies to protect it from casualty losses by reason of the activities contemplated by this Agreement. The limits of liability for each coverage shall be at least \$2,000,000 each occurrence. Each Party shall provide the other Party with a Certificate of Liability Insurance or Evidence of Coverage; provided, that if either Party is self-insured or part of a self-insurance risk pool, it will provide a letter of self-insurance as evidence of coverage.

13) Audits and Inspection. The records and documents with respect to all matters covered by this contract shall be subjected to inspection, review or audit by each Party at the requesting Party's sole expense during the term of this Agreement and three (3) years after expiration or termination. Such records shall be made available for inspection during regular business hours within a reasonable time of the request.

14) Finance and Budget. No special budget or funds are anticipated, nor shall any be created. The Parties are each responsible for their own finances in connection with this Agreement, and nothing in this Agreement shall be deemed or construed otherwise.

15) Property Acquisition and Disposition. The Agreement does not contemplate the joint acquisition of property by the parties. At termination, each Party will remain the sole owner of its own property.

16) 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, gender preference, marital or family status, military or veteran status or mental, or physical disability or the use of a trained dog guide or service animal by a disabled person unless for cause.

17) 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 the Parties.

18) Approval by Parties' Governing Bodies. The governing body of each Party must approve this Agreement before any representative of such Party may sign this Agreement.

19) Entire Agreement: This is the entire agreement between the Parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or bind any of the Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date last written below.

CITY OF SEATAC

CITY OF DES MOINES

Katherine Caffrey

By:

11.22.24

Date

Date

APPROVED AS TO FORM:

APPROVED AS TO FORM:

/s/ Tim George

Office of the City Attorney

11/22/2024

Date

Date

ATTEST/AUTHENTICATED:

ATTEST/AUTHENTICATED:

City Clerk

Date

Date

CITY OF BURIEN

CITY OF NORMANDY PARK

By:

Date

Date

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Date


By: 4214124
Date

Date

APPROVED AS TO FORM:

Aug 03
12/21/2024

Date

ATTEST/AUTHENTICATED:

City Clerk

Date

CITY OF BURIEN

By:

Date

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Office of the City Attorney

Date

ATTEST/AUTHENTICATED:

1

CITY OF NORMANDY PARK

Date

APPROVED AS TO FORM:

Date

By:

Date

APPROVED AS TO FORM:

Date

ATTEST/AUTHENTICATED:

City Clerk

Date

CITY OF BURIEN



By:

12/13/2024

Date

APPROVED AS TO FORM:

Date

APPROVED AS TO FORM:

Office of the City Attorney

Date

ATTEST/AUTHENTICATED:

Date

CITY OF NORMANDY PARK

Date

APPROVED AS TO FORM:

Date

By:

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APPROVED AS TO FORM:

Date

ATTEST/AUTHENTICATED:

City Clerk

Date

CITY OF BURIEN

By:

Date

APPROVED AS TO FORM:

Date

APPROVED AS TO FORM:

Office of the City Attorney

Date

ATTEST/AUTHENTICATED:

Date

CITY OF NORMANDY PARK

Amy Arnint

11/22/24

Date

APPROVED AS TO FORM:

11/22/2024

Date

Date

ATTEST/AUTHENTICATED:

ATTEST/AUTHENTICATED:

City Clerk

Date

KING COUNTY

Date

APPROVED AS TO FORM:

Date

ATTEST/AUTHENTICATED:

Date

Appendix:

Proposed potential cost breakdown, assuming 5% annual price increase.

**Project Cost Allocation Break down based on 2021-2022
HSD 6th grade student roster**

Jurisdiction	% Students	Cost
Burien	29.47%	\$ 31,721.30
Seatac	22.11%	\$ 23,790.98
King County	22.11%	\$ 23,790.98
Des Moines	23.16%	\$ 24,923.88
Normandy Park	3.16%	\$ 3,398.71
TOTAL	100%	\$ 107,625.85

2025

Total	\$ 113,007.14
Burien	29.47%
Seatac	22.11%
King County	22.11%
Des Moines	23.16%
Normandy Park	3.16%
TOTAL	\$ 113,007.14

2026

Total	\$ 118,657.50
Burien	29.47%
Seatac	22.11%
King County	22.11%
Des Moines	23.16%
Normandy Park	3.16%
TOTAL	\$ 118,657.50

2027

Total	\$ 124,590.37
Burien	29.47%
Seatac	22.11%
King County	22.11%
Des Moines	23.16%
Normandy Park	3.16%
TOTAL	\$ 124,590.37

2028

Total	\$ 130,819.89
Burien	29.47%
Seatac	22.11%
King County	22.11%
Des Moines	23.16%
Normandy Park	3.16%
TOTAL	\$ 130,819.89

2029	
Total	\$ 137,360.89
Burien	29.47%
Seatac	22.11%
King County	22.11%
Des Moines	23.16%
Normandy Park	3.16%
TOTAL	100%
	\$ 137,360.89

*Interlocal Agreement between the Cities of Burien, Des Moines, Normandy Park,
and SeaTac and King County for StormFest*

Project Cost Allocation Document - StormFest
January 1, 2025 – December 31, 2025

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	29%	\$31,211.50
Des Moines	25%	\$26,906.46
SeaTac	22%	\$23,677.69
King County	20%	\$21,525.17
Normandy Park	3%	\$3,228.78
TOTAL	100%	\$107,625.85

*Total costs for all tasks will not exceed \$107,625.85. 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