

INTERGOVERNMENTAL LOCAL AGREEMENT
FOR STORMWATER PERMIT COMPLIANCE ACTIVITIES
BETWEEN
YAKIMA COUNTY
AND
THE CITIES OF
SELAH, UNION GAP AND SUNNYSIDE

THIS AGREEMENT is made and entered into between Yakima County, a municipal corporation of the State of Washington, hereinafter referred to as “County”, and the Cities of Selah, Union Gap and Sunnyside, all being municipal corporations, hereinafter referred to as “Selah”, “Union Gap” and “Sunnyside” respectively, or “Cities” when it includes all, or “City” when it is either Selah, Union Gap or Sunnyside; and,

WHEREAS, Yakima County and the Cities of Selah, Union Gap and Sunnyside are required to comply with the State of Washington’s Eastern Washington Phase II Municipal Stormwater General Permit, hereinafter referred to as “Permit”; and,

WHEREAS, the County and Cities formed the Regional Stormwater Policy Group to ascertain the most cost beneficial course of action for the Parties in order to provide the best value to their citizens concerning NPDES II stormwater plan development for respective Municipal Separate Storm Sewer Systems; and,

WHEREAS, the consultants hired by the Regional Stormwater Policy Group to analyze Municipal Separate Storm Sewer System stormwater plans have provided value engineering of the plans and identified regional opportunities to reduce costs and; and,

WHEREAS, the County and Cities acknowledge the financial and consistency benefits of a regional plan following the above noted joint plan studies and agree to apply as primary and co-permittees to meet the Permit requirements of regulated small MS4s, as allowed under the Permit; and,

WHEREAS, the County and Cities have agreed that the County would administer and manage a Permit as the primary permittee with Cities as co-permittees for the respective Municipal Separate Storm Sewer Systems; and,

WHEREAS, the County and Cities under RCW Chapter 39.34, have the legal authority to enter into interlocal agreements for the sewerage and stormwater management programs within its boundaries consistent with relevant laws; and,

WHEREAS, the County and Cities have authority to operate and maintain storm and surface water management systems and many other services as provided for under their relevant laws; and,

WHEREAS, the County and Cities have enjoyed a strong and effective partnership under an existing ILA for permit years 1 through 3 and cooperation through the Regional Stormwater Policy Group; and,

WHEREAS, the County and the Cities have realized significant savings and cost avoidance in the amount of \$295,000 in regional stormwater program partnership; and,

WHEREAS, the County and the Cities would like to continue the regional stormwater approach for public benefit; and,

NOW, THEREFORE, in consideration of the covenants and agreements to be kept and performed by the parties hereto, it is agreed as follows:

Section 1. Definition of Terms

Wherever the following terms are used in this agreement they shall have the following meaning unless otherwise specifically indicated by the context in which they appear:

- A. Area of Geographic Responsibility for the Cities means the City limits as they exist at the time of execution of this ILA and as they may be amended during the existence of this Agreement. The Area of Geographic Responsibility for the County is the 2000 Census urbanized areas and the urbanized growth areas of the co-permittees under the jurisdictional control of the County. This area constitutes the geographic boundary used by Ecology to define the area of the Permit. The area does not include the city limits of other cities within the county who may be a single permittee or are otherwise exempt from the Eastern Washington Phase II Municipal Stormwater Permit.
- B. BMP means Best Management Practice and may include, but is not limited to, a schedule of activity, prohibition of practice, maintenance procedure, and structural and/or managerial practice that, when used singly or in combination, prevents or reduces the release of pollutants and other adverse impacts to receiving waters.
- C. Board or BOCC means the Board of Yakima County Commissioners, its governing body.
- D. Capital Improvement Project (CIP) is a constructed project facility such as a road improvement or stormwater control facility that is generally of a durable nature.
- E. Chief Executive Officer (CEO) means the designated City official responsible for managing the day-to-day business affairs of City. This is either the City Manager for Council-Manager or Mayor for Mayor-Council city government.
- F. Council means the City Council, governing body of a City.
- G. Ecology means the Washington State Department of Ecology.
- H. Monthly Service Charge means the monthly portion of the annual costs distributed between the Parties and paid to the County to perform tasks identified in this Agreement and Appendix A.
- I. Municipal Separate Storm Sewer System (MS4) means a conveyance, or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, manmade channels, or storm drains) owned or operated by the Parties that is designed or used for collecting or conveying stormwater; which is not a combined sewer; and which is not part of a sanitary sewer.
- J. Operation and Maintenance (O&M) means the regular performance of work and corrective measures taken to repair facilities.

- K. Person means the State of Washington, any individual, public or private corporation, political subdivision, governmental agency, municipality, industry, co-partnership, association, firm, trust, estate or any other legal entity whatsoever.
- L. Party(ies) means the individual or collective members of this Interlocal Agreement: Yakima County, City of Selah, City of Union Gap, City of Sunnyside.
- M. Public Services Director means the designated County official responsible for managing the RSPG business affairs for Yakima County.
- N. Regional Stormwater Policy Group (RSPG) is an organization formed consisting of representatives from the Parties whose main purpose is to review and make recommendations on regional stormwater policies required under the Permit as well as to assist in dispute resolution between the Parties.
- O. Service Rate is a rate billed to residents and businesses within a Party's jurisdiction to support their stormwater program.
- P. Systems Development Charge is a rate billed to applicants within a Party's jurisdiction proposing construction or development activities to cover the cost of review and approval of the applicant's project to ensure compliance with the Permit.
- Q. Total Maximum Daily Load (TMDL) means a site-specific allocation of water-borne pollutants from all sources to a particular receiving water to comply with the State's surface water quality criteria.
- R. Underground Injection Control (UIC) means a well that is a manmade subsurface fluid distribution system designed to discharge fluids into the ground and consists of an assemblage of perforated pipes, drain tiles, or similar mechanisms, or a dug hole that is deeper than the largest surface dimension (WAC 173-21-030). UIC systems include drywells, pipe or French drains, drain fields, and other similar devices that are used to discharge stormwater directly into the ground.

Section 2. Transfer of Responsibility

A. Purpose. The purpose for this Agreement is for the Cities to transfer the responsibility and authority for the management of the Permit to the County with certain responsibilities retained by the Cities as specified in Appendix A of this document. The responsibilities of the Parties are defined in this Section and Appendix A.

B. Limitations. The ownership and maintenance of facilities remains the responsibility of the Parties within their respective jurisdictions unless specifically noted otherwise. The following stormwater program items for each Party, are not covered under this Agreement and are not included in the estimated program costs:

- Stormwater Equipment Funding
- CIP Funding
- Program Funding Mechanism

- Stormwater Program Reserve Funding
- UIC Program requirements of Chapter 173-218 WAC

C. Division of Responsibilities

1. County will administer the Permit with the Cities maintaining specific functions, as defined in Appendix A and Exhibit A.
2. Parties will collect rates within their respective jurisdictions to support the Permit and program activities defined by this Agreement.
3. Cities will provide those items and activities to the County necessary to run the program and maintain compliance in accordance with the Permit schedule, formats developed in accordance with Section 3B of this Agreement and annual reporting requirements.
4. During the term of this Agreement, Parties will maintain all stormwater facilities at a level as specified in the Permit and in order to retain Permit compliance.

Section 3. Ordinances, Plans, and Standards.

A. The Permit requires implementation of ordinances that prohibit illicit discharges to the MS4, require erosion and sediment controls at construction sites, and require post-construction stormwater controls at new development and re-development sites. Cities agree to notify County of apparent violations of the subject ordinances of which it has knowledge, and which may constitute a violation of the Permit.

B. The County will implement the requirements described in the Permit as the primary permittee of the Parties in this Agreement. In order for the County to successfully meet the Permit requirements, the County will specify the data format and timeline for those items and activities that Cities will provide to the County that are necessary to run the program and maintain compliance in accordance with the Permit schedule (Appendix A). Cities will then provide all required information in accordance with the requested format and timeframe.

Section 4. Procedure for Modifying the Division of Responsibilities

A. Responsibilities defined in this Section and Appendix A may be modified from time to time with approval in writing by each City CEO and the Public Services Director.

B. Responsibilities defined in this Section and Appendix A may be modified after mutual agreement with Cities and determining the change is necessary to comply with state and/or federal permits, laws and/or regulations. County shall not change the scope of Cities responsibilities without mutual agreement with Cities unless there is a change in the Permit or the Cities have failed to correct any identified instances of nonperformance related to said Permit.

C. Upon reasonable notice from the Cities to the County or from the County to the City(ies), the County may assume or relinquish responsibility for any portion of the program defined in this Section and Appendix A. Reasonable notice shall be at least six (6) months, unless mutually agreed to in writing by County and Cities. Corresponding adjustments to the cost allocation shall be made at the same time to reflect the change in responsibility upon implementation of such

changes. Parties shall be responsible for correcting or paying to have corrected any deficiencies from non-performance of the programs under their respective responsibility.

D. If Cities' responsibilities are not performed in a timely manner and County determines that such tasks must be performed, County may, at its sole discretion after consulting with the CEO(s) of said Cities, perform such tasks and add the cost to charges otherwise due from the responsible Cities.

Section 5. Additional Party Responsibilities

- A. In order for the County to fulfill the requirements of the Permit, it is anticipated that the County will occasionally require access to the Cities' MS4. Cities will allow the County access at any reasonable time upon reasonable notice to facilitate permit compliance within City and City Area of Geographic Responsibility.
- B. The Parties will continue to participate in the RSPG to coordinate the regional stormwater quality effort. The RSPG shall endeavor to meet at least quarterly, to discuss status of permit compliance and address policy questions.
- C. UIC Program. Where UICs are a part of the public MS4, the Parties will manage them and report their activities in accordance with the terms of this agreement and the Permit. This does not relieve the Parties from other UIC requirements under the UIC Program administered by Ecology. (Exhibit A)
- D. Parties will perform maintenance or CIP within their area of geographic responsibility when permit activities indicate a permit violation.
- E. Parties will use existing and future equipment sharing agreements when possible rather than purchase new equipment to keep stormwater O&M costs down.

Section 6. Determination of Costs; Operating Procedures and Rules Relating to Expenses

A. Determination of Costs and Division of Expenses

1. Unless otherwise identified, the Costs to complete tasks identified in this agreement and Appendix A will be distributed on the following percentage basis, as agreed to by the Parties and based on relative numbers of households in each community:
 - Yakima County - 51%
 - City of Selah - 13%
 - City of Union Gap - 14%
 - City of Sunnyside - 22%
2. Upon request, some tasks identified in this agreement and Appendix A will be billed on a case by case basis to a specific City, such as: construction plan review, post-construction plan review, illicit discharge investigation, and specific training events outside the scope of this agreement. These activities must be requested in writing by the City, acknowledged by the County, and will be billed at actual County wages with fringe benefits and overhead.

3. The distribution of costs will remain fixed for the duration of this agreement, per Section 6.A.1 above. In the event one or more of the Parties withdraws from this Agreement, the Parties shall update said Section.
4. Not later than May 15 annually, the Public Services Director shall prepare a report of the costs associated with the past permit period (February 16 - February 15), and a forecast of the cost predicted for the next permit period.
5. The County will bill for its services monthly for actual wages and benefits expenditure basis plus overhead.
6. In the event a Party withdraws from or is for any reason removed from this Agreement, then that Party shall be financially responsible for the actual percentage of that Party's total annual costs that have been expended or obligated under the Agreement on that Party's behalf as of the date of withdrawal or removal. A Party's unpaid obligations or overpayments under this subsection shall be fully compensated to the appropriate Party within forty five (45) days of the withdrawal or removal. The County's financial records for this Agreement shall be relied upon for determinations required under this subsection.

B. Operating Procedures Relating to Expenses

1. The County shall establish separate accounting codes for the purpose of tracking all expenses and service charges pursuant to the Agreement.
2. The Parties may at any reasonable time upon reasonable notice inspect and audit the books and records of the County with respect to matters within the purview of the Agreement.
3. The Parties shall each prepare and submit to the County a performance report of the Permit functions for which each is responsible. The requirements, frequency and content of the performance report will be specified in a format to be developed in accordance with Section 3B of this Agreement.
4. The Cities shall pay the monthly service charge to the County no later than the 15th day of each month.
5. Payments from Cities to the County overdue by sixty (60) days will be considered late.
6. Interest may accrue on late monthly payments to the County as specified in Section 6.B.6 of this Agreement at a rate of 1.25 times the monthly Local Government Investment Pool (LGIP) earnings rate as posted for the previous month, and will be applied each month to the unpaid balance.

- C. Parties will report total stormwater program income and expenses using the Standardized Income and Expense Categories for Budget Reporting format found in Appendix B. At a minimum, parties will report annual total program income and expenses for each calendar year, due to the County no later than March 30. The County will compile the

reports and include the reports with the annual budget report identified in Section 6.A.4 (above). The RSPG may request reports more frequently.

- D. Ecology permit fees are billed to regional co-permittees by identifying the co-permittee with the largest number of households, and billing that Party at the standard Ecology Stormwater Permit rate for that municipality. Yakima County will receive an invoice for the permit fee from Ecology. Yakima County will submit bills to the other Parties for their respective share of the Ecology Stormwater Permit fee, according to the cost sharing schedule identified in Section 6.A.1.

Section 7. Administrative and Operating Provisions

- A. Insurance. Each Party shall obtain and maintain in full force and effect for the term of this agreement, at its own expense, comprehensive general liability and automobile insurance policies for bodily injury, to include death and property damage, including coverage for owned, hired or non-owned vehicles, as applicable, for the protection of the Party, its elected and appointed officials, officers, agents, employees and volunteers. The policies shall be primary policies, issued by a company authorized to do business in the State of Washington, or in City or County Risk Pool and providing single limit general liability coverage of \$2,000,000 and separate automobile coverage of \$1,000,000 or the limit of liability contained in State law, whichever is greater. If either party is unable to obtain insurance as required by this paragraph, the Parties shall cooperate on amending this Section to require types and levels of insurance that are available. The certificates shall provide that the other Parties will receive thirty (30) days written notice of cancellation or material modification of the insurance contract at the address listed below. Each Party shall provide certificates of insurance to the other Parties prior to the performance of any obligation under this agreement. If requested, complete copies of insurance policies shall be provided to the other Parties. Each Party shall be financially responsible for their own deductibles, self-insurance retentions, self-insurance, or uninsured risks.
- B. Indemnification. This agreement is for the benefit of the Parties only. Each Party agrees to indemnify and hold harmless the other Parties and their elected officials, officers, employees, and agents, from and against all claims, demands and causes of actions and suits of any kind or nature for personal injury, death or damage to property or the environment on account of or rising out of the operation of this Agreement, by the indemnifying Party, including the performance or non-performance of duties under this Agreement, or in any way resulting from the negligent or wrongful acts or omissions of the indemnifying Party and its officers, employees, and agents. In addition, each Party shall be solely responsible for any contract claims, delay damages or similar items arising from or caused by the action or inaction of that Party under this agreement. Inability to perform a required activity or to properly perform due to insufficient information or direction from the County per the agreements set forth herein is not a negligent act, omission or willful misconduct of the Party charged with said performance. Performance of any activity in compliance with this agreement, the permit, or the Standards as adopted by the Parties is not a negligent act or omission or willful misconduct.

- C. Notice of Violation or Fine. The Parties acknowledge that County , as lead agency, may receive notices of violation or fines from state or federal agencies for violations of state or federal rules. As the lead agency and the entity that establishes Standards and controls payment, County shall be responsible for responding to notices of violations. County shall invite the responsible City to participate in any discussions with state and federal agencies regarding notices of violation involving City actions or responsibility. The responsible City will cooperate with County in the investigation and response to any notice of violation involving actions relating to actions or responsibilities of the City. County settlement of permit disputes with Ecology that involve Cities shall be only with consent of said Cities. If a fine is imposed, the responsible City shall pay the fine to the extent that the fine results from non-performance of adopted programs or non-compliance with County, state, or federal rules or policies by the City and those acting on behalf of the City. The City shall pay prior to the date due for payment of the fine. If more than one Party is responsible, each responsible City's responsibility for payment will be allocated based on the degree of responsibility and degree of fault of each responsible City. Disputes over the amount a Party is responsible for shall be resolved by the dispute resolution process set out in Section 8 of this Agreement.
- D. Delegation. Nothing in this Agreement shall be construed as a limitation upon or delegation of the statutory and home rule powers of any City participating in this Agreement, nor as a delegation or limitation of the statutory powers of County. This Agreement shall not limit any right or remedy available to Cities or County against third parties arising from illegal acts of such third parties.

Section 8, Dispute Resolution; Remedies

- A. In the event of a dispute between the Parties regarding their respective rights and obligations pursuant to this Agreement, the disputing Parties shall first attempt to resolve the dispute by negotiation. If a dispute is not resolved by negotiation, the exclusive dispute resolution process to be utilized by the Parties shall be as follows:
1. Step 1. Upon failure of those individuals designated by each Party to negotiate on its behalf to reach an agreement or resolve a dispute, the nature of the dispute shall be put in writing and submitted to City's CEO and the County Public Services Director, who shall meet and attempt to resolve the issue. If the issue in dispute is resolved at this step, there shall be a written determination of such resolution, signed by City's CEO and the County Public Services Director, which determination shall be binding on the parties. Resolution of an issue at this step requires concurrence of both parties' representative. If not resolved in thirty (30) days, this issue may be taken to Step 2.
 2. Step 2. Upon failure of the City's CEO and the County Public Services Director to negotiate on its behalf to reach an agreement or resolve a dispute as provided in Step 1, the nature of the dispute shall be put in writing and submitted to the respective officials of the RSPG, who shall meet and attempt to resolve the issue. If the issue in dispute is resolved at this step, there shall be a written determination of such resolution, signed by City's CEO and the County Public Services Director, which determination shall be

binding on the parties. Resolution of an issue at this step requires concurrence of both parties' representatives. If not resolved in thirty (30) days, this issue may be taken to Step 3.

3. Step 3. In the event a dispute cannot be resolved at Step 2, the Parties shall submit the matter to mediation. The Parties shall attempt to agree on a mediator. In the event they cannot agree, the Parties shall request a list of five (5) mediators for the American Arbitration Association, or such other entity or firm providing mediation services to which the Parties may further agree. Unless the disputing Parties can mutually agree to one mediator from the list provided, each Party shall strike a name in turn, until only one name remains. The order of striking names shall be determined by lot. Any common costs of mediation shall be borne equally by the disputing Parties, who shall each bear their own costs thereof. If the issue is resolved at this step, a written determination of such resolution shall be signed by both Parties. Resolution of an issue at this step requires concurrence by both Parties.
3. Step 4. If any dispute is not settled in Step 3, either Party may request binding arbitration. The Parties shall agree, within ten (10) days, on an arbitrator who shall be an attorney licensed to practice law in Washington (or a retired attorney) or a retired Washington judge, to resolve the dispute. If they are unable to agree on an arbitrator within ten (10) days, then each Party shall appoint an arbitrator. The two arbitrators shall choose a third. If the choice of the second or third arbitrator is not made within ten (10) days of the choosing of the prior arbitrator, then either Party may apply to the presiding judge of the judicial district of Yakima County to appoint the required arbitrator. The arbitrator(s) shall proceed according to the Washington statutes governing arbitration, and the award of the arbitrator(s) shall have the effect therein provided. The arbitration shall take place in Yakima County. Costs of a single or any third arbitrator shall be shared equally by the Parties. Each Party shall pay their own arbitrator. The arbitrators may allow discovery, as provided by Washington law and may grant any remedy or relief which the arbitrator(s) deem just and equitable and within the scope of the agreement of the Parties, including, but not limited to, specific performance of any obligation created under the agreement, any interim or provisional relief that is necessary to protect the rights or property of the Parties, or imposition of sanctions for abuse or frustrations of the arbitration process.

B. Parties may mutually agree in writing to waive any of the above steps, or to enter into alternate processes or additional processes.

Section 9. Attorney Fees

In the event any Party shall institute arbitration as set forth in this Agreement (or any other dispute resolution proceeding) against any other Party to this Agreement, in any way arising out of, connected with or relating to this Agreement, the prevailing Party in that arbitration (or any other dispute resolution proceeding) shall be entitled to recover, in addition to all other appropriate relief, the prevailing Party's costs and reasonable attorney fees incurred in that

arbitration (or any other dispute resolution proceeding), said amount to be set by the arbitrator (or courts) before which the matter is tried, heard or decided.

Section 10. Modifications or Amendments

No amendment, change or modification to this Agreement shall be valid, unless in writing and adopted and signed by all the Parties hereto.

Section 11. Final Agreement/Merger

This Agreement contains the final and entire agreement between the Parties and is entered into with the understanding that all prior discussions, representations and agreements are merged into this Intergovernmental Agreement.

Section 12. Duration

This Agreement is for Years 4 and 5 of the Permit (February 16, 2010 through February 15, 2012) and will be reviewed by all Parties at the end of the fourth year (February 15, 2011) for consideration of continuing the Agreement beyond the five (5) year permit cycle, and for potential amendment of responsibilities.

A decision and written commitment to amend and/or extend the Agreement for the new five-year permit (2012-2017) is required from all Parties within the first three (3) months of the fifth permit year (May 15, 2011) or the Agreement terminates at the end of year five (February 15, 2012).

Section 13. Termination

Parties may terminate their obligations under this Agreement for the reasons listed below. The Permit requires co-permittees that share responsibilities to notify Ecology of any/all amendment or termination actions.

- A. If a Party materially defaults in the terms of this Agreement and such default continues for a period of more than thirty (30) days after written notice from the Public Services Director to the defaulting Party specifying the nature of the default. If the default cannot reasonably be cured within thirty (30) days, such default shall be a material breach if the breaching Party fails within thirty (30) days of written notice to commence and pursue curative action with reasonable diligence. One Party's termination by default does not constitute termination of the Agreement by the remaining Parties. This Agreement will be modified to define financial obligation of the remaining Parties.
- B. If the provisions of this Agreement become impracticable due to a change in the law or other changed circumstances, which did not exist at the time of the signing of this Agreement.
- C. Any Party may withdraw from the Agreement upon thirty (30) days written notice to the other Parties. Withdrawal of one Party does not constitute termination of the Agreement by the remaining Parties. In the event of a Party's withdrawal this Agreement will be modified to define the financial obligations of the remaining Parties.

Section 14. Language; Headings

Where the context so requires the singular shall be deemed to include the plural, the plural the singular, and the masculine, feminine or neuter to mean the other. The paragraph captions shall not be used to construe or interpret this Agreement.

Section 15. Drafting; Construction

Each Party intends that this Agreement in all respects shall be deemed and construed to be equally and mutually prepared by all Parties and it is hereby expressly agreed that any uncertainty or ambiguity shall not be construed for or against any Party.

Section 16. Severability

If any provision of this Agreement shall be invalid or unenforceable in any respect for any reason, the validity and enforceability of any such provision in any other respect and of the remaining provisions of this Agreement shall not be in any way impaired.

Section 17. Effective Date / Counterparts

This Agreement may be signed in counterparts, with each Party hereto receiving copies of all participating Party's fully executed signature pages. This Agreement shall become effective when executed by all Parties hereto.

IN WITNESS WHEREOF, this instrument has been executed in duplicate by authority of lawful actions by the Councils and Board of County Commissioners.

CITY OF SELAH

[Signature]
John Gawlik, Mayor

Date: May 13, 2014

Attest: [Signature]

City Clerk

CITY OF UNION GAP

[Signature]
Rodney Otterness, City Manager

Date 6-30-14

Attest: Karen Clifton

[Signature]
City Clerk

CITY OF SUNNYSIDE

[Signature]
Donald D. Day, City Manager

~~James Restuccia Mayor~~

Date 6-11-14

Attest: Delilah Saenz

[Signature]
City Clerk

BOARD OF YAKIMA COUNTY
COMMISSIONERS

[Signature]
Kevin J. Bouchey, Chairman

[Signature]
Michael D. Leita, Commissioner

[Signature]
J. Reid Elliott, Commissioner

Constituting the Board of County Commissioners for
Yakima County, Washington

Date: July 8, 2014

Attest: Tiera Girard

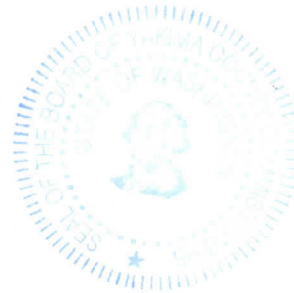
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Clerk of the Board

BOCC255-2014

July 8, 2014

Approved as to Form:

[Signature]
Deputy Prosecuting Attorney



APPENDIX A
SUMMARY OF RESPONSIBILITIES BETWEEN PARTIES
RELATING TO COMPLIANCE WITH THE PERMIT

Exhibit A is a spreadsheet and is attached to help clarify the regional task to be performed by the County. Activities not listed remain the responsibility of each Party.

The specific tasks described in the Permit will be performed either by County, each City, or jointly, as follows, identified by Permit section number. All data, reports and information provided by the Cities to the County shall be in accordance with the Standards that will be agreed to in Section 3B in the main body of this Agreement.

S5.A.3 The County will prepare written documentation of the SWMP.

S5.A.4.a The Parties will gather information for the SWMP. The County will maintain and use the information in the SWMP.

S5.A.4.a.i The Parties will track and provide the number of inspections, enforcement actions, public education activities, and provide this information to the County. The County will maintain this information for the annual report.

S5.A.4.a.ii The Parties will track the costs of SWMP implementation. The County will maintain this information for the annual report and provide upon request from Ecology.

S5.A.5. The County will coordinate with Cities regarding NPDES policies, programs, and projects, especially those within adjoining or shared areas.

S5.B.1.a. The County will perform public education and outreach goals identified in the Permit and for implementation of a public education and outreach strategy in the Permit. To assess performance, a baseline survey will be conducted prior to implementing outreach, followed by outreach activities, followed by a re-survey to determine effectiveness of various outreach messages.

S5.B.2.b. The County will make the latest SWMP available to the public and update the SWMP annually in accordance with the Permit schedule. In addition, the County will conduct at least one public meeting to solicit input for the SWMP.

S5.B.3.a The County will develop a map of the Parties' MS4 using existing GIS data collected by Cities and will provide Cities with regular updates of the map in electronic format. Cities will provide GPS/GIS updates as the MS4 is changed in their area of geographic responsibility, and perform data collection where current omissions exist. The County will complete a map by the end of the Permit.

S5.B.3.a.ii The Cities, with County support, will conduct field surveys to verify outfalls within their respective jurisdictions. S5.B.3.a.iii The County, will provide maps of each Party's MS4 using the most currently available data available at the time of the request to Ecology and other entities when requested.

S5.B.3.c The Parties will implement procedures for assessment of spills and illicit discharges within their area of geographic responsibility with support from the County. The Parties will report investigation and monitoring results to the County for inclusion in the annual report to Ecology. Cities may request the County to investigate specific cases in accordance with Section 6.A.2, above.

S5.B.3.d.ii The County will create, list and publicize a spill reporting hotline, and keep records of calls and follow-up actions. In accordance with S5.B.3.e (below), the Parties respond to reported spills and perform follow-up actions in their area of geographic responsibility. Cities will provide information to the County on spills reported to them by means other than the hotline.

S5.B.3.e The County will implement procedures for program evaluation. In accordance with the Standards, Cities will provide information to the County including tracking the number and type of spills or illicit discharges identified; number of inspections; and feedback received from public education activities.

S5.B.3.f The County will develop, provide, and keep records of training sessions to instruct City and County staff responsible for identification, investigation, termination, cleanup, and reporting of illicit discharges including spills, improper disposal, and illicit connections. The Cities will participate in these training sessions. If required, the City will provide training facilities at no cost to the County.

S5.B.3.g The County will develop and provide training sessions to instruct City and County staff whose normal job responsibilities might come into contact with or otherwise observe an illicit discharge or illicit connection to the MS4 and those office personnel who might receive initial reports of illicit discharges. The Cities will participate in these training sessions. If required, the Cities will provide training facilities at no cost to the County.

S5.B.4.b. The County will develop a procedure for construction site plan review that will incorporate consideration of potential water quality impacts. Cities will implement the procedure, or an equivalent procedure, unless Cities request the County to perform these tasks in accordance with S5.B.4c. Cities may request the County to review construction site plans and inspect construction sites for specific cases in accordance with Section 6.A.2, above. Cities performing their own review and inspection shall keep records and submit records to the County for annual reporting. S5.B.4.d. The County will provide training information to construction site operators regarding erosion and sediment controls.

S5.B.4.e Public feedback regarding stormwater or sediment control will be directed to the County. The Cities will participate by forwarding calls and complaints to the County, and perform follow-up actions in their jurisdictions. Cities will provide information to the County on their follow-up actions. The County will retain and summarize the public feedback in the annual report.

S5.B.5.b. The County will develop a procedure for post-construction site plan review that will incorporate consideration of potential water quality impacts. Cities will implement the procedure or an equivalent procedure, unless requesting the County to review plans (below).

S5.B.5.c Cities may request the County to review post-construction site plans and inspect post-construction sites for specific cases in accordance with Section 6.A.2, above. Cities performing their own review and inspection shall keep records and submit records to the County for annual reporting.

S5.B.5.d The County will develop, provide, and keep records of training sessions to instruct City and County staff responsible for permitting, planning, review, inspection, and enforcement of post-construction requirements. The Cities will participate in these training sessions. If required, the City will provide training facilities at no cost to the County.

S5.B.5.e The County will provide training information to design professionals, developers and construction professionals regarding post-construction stormwater BMPs and retain copies of information provided.

S5.B.5.f The County will keep records of all projects disturbing at least one acre, or less if part of larger development. The Cities will provide information to the County regarding projects in their area of geographic responsibility.

S5.B.6.a.i The Parties will implement Operation and Maintenance (O&M) plans developed in Permit Years 1-3 and Cities will report annually to the County the measures being taken in compliance with the plans. Plans will, at a minimum, address the following types of facilities:

1. Stormwater collection and conveyance systems
2. Roads, highways, and parking lots
3. Vehicle fleets.
4. Municipal buildings.
5. Parks and open space.
6. Construction Projects.
7. Industrial Activities.
8. Material storage areas, heavy equipment storage areas and maintenance areas.
9. Flood management projects.
10. Other facilities described by the Permit

S5.B.6.a.ii County and City in each area of geographic responsibility will, either separately or jointly, inspect a minimum of 95% of stormwater facilities by the end of the third year of the Permit (February 15, 2010). County and City in each area of geographic responsibility will conduct spot checks of the MS4 after storm events that are greater than 10-year return frequency. The Cities will report to the County activities taken to inspect the MS4 following said storm events.

S5.B.6.b. The County will develop, perform and keep records of training sessions to instruct City and County staff responsible for O&M Plan implementation. . The County will provide the

training and the City will participate in these training sessions. If required, the City will provide training facilities at no cost to the County

S8.A The County will report to Ecology any sampling pursuant to TMDL or illicit discharge investigations. No TMDLs currently affect the Party's MS4 operation. The Cities will supply sampling results of illicit discharge investigations in accordance with the Standards.

S8.B The County will assess the effectiveness of BMPs implemented as part of the SWMP.

S9.A The County will provide an annual report to Ecology. Cities will provide necessary report information to the County in accordance with the Standards.

S5.B.3.a Where UICs are part of the MS4, they will be included in efforts conducted under S5.B.3.a above.

S5.B.3.b The UIC Program requirement to integrate public UICs into IDDE Ordinance will be incorporated into section S5.B.3.b above.

S5.B.5 The UIC Program requirement to conduct UIC plan reviews and site inspections for new UICs will be conducted by the Parties independently. Where UICs are part of post-construction designs, this activity will be performed jointly under S5.B.5 above.

S5.B.6 . The UIC Program requirement to operate new public UICs with BMPs. will be conducted by the Parties independently. Where UICs are part of the MS4 and Permit O&M Plans, this activity will be performed jointly under S5.B.6 above.

No Permit Requirement. The County will coordinate RSPG meetings. Cities will provide meeting facilities as needed and obtain Yakima Public Affairs Channel (YPAC) when available at no cost to the County.

No Permit Requirement. The County will provide monthly progress reports on activities required by this agreement.

No Permit Requirement. The County will provide monthly invoices and an annual accounting summary in accordance with sections 6.A.4 and 6.A.5 of this agreement.

No Permit Requirement. The County will attend grant opportunity meetings held in central Washington, recommend grant opportunities and projects that will be of benefit to the Parties. If appropriate, the County will apply for grants that may involve partnership with the other Parties, with support from said Parties.

No Permit Requirement. The County will coordinate with Ecology on status of TMDL projects, and keep the Parties informed when new information becomes available from Ecology.

No Permit Requirement. The County will review, comment, and participate in Technical Advisory Groups (TAGs) during TMDL development for TMDLs that may affect any Party's MS4.

No Permit Requirement. The County will present stormwater issue briefings and Regional stormwater status reviews to Party elected officials if requested by a Party.

Appendix B
Standardized Income and Expense Categories for Budget Reporting

1. Revenue

- a. Bond Forfeit
- b. Grants
- c. Intergovernmental Services
- d. Loans
- e. Review Fees
 - i. Construction SWPPP
 - ii. Post-construction Stormwater Site Plan
- f. Utility Fees
- g. Violation Penalties

2. Expenses

a. Administration

- i. Annual Billing
- ii. Billing Services
- iii. Debt Service Share - Contribution to Debt Service Fund
- iv. GIS Services
- v. Other Administration
- vi. Technical Services
- vii. Utility Administration
- viii. Utility Formation Repayment

b. Permit Compliance

- i. Fees (NPDES and UIC)
- ii. Storm Water Management Plan
- iii. Annual Report
- iv. Other Reporting (UICs)
- v. Inter-Jurisdictional Coordination

- vi. Public Education
- vii. Public Involvement
- viii. Illicit Discharge Detection & Elimination
 - 1. Mapping
 - 2. Complaint Response/Investigation
 - 3. Emergency Response
 - 4. Code Enforcement
 - 5. Lab Services
- ix. Construction
 - 1. SWPPP Review
 - 2. Inspection
 - 3. Code Enforcement
- x. Post-Construction
 - 1. Stormwater Site Plan Review
 - 2. Inspection
 - 3. Code Enforcement
- xi. Good Housekeeping & Pollution Prevention
 - 1. O&M Plan Updates
 - 2. Inspection
 - 3. Training
- xii. TMDL Compliance
 - 1. Monitoring
 - 2. Lab Services

c. *System Maintenance*

- i. Cleaning Catch Basins/drywells
- ii. Culvert/pipe Repair/replacement
- iii. Rodding/Jetting
- iv. Ditch Cleaning

- v. Treatment BMP Maintenance
- vi. Leaf, Brush, Trash Collection
- vii. Dredging/ Sediment Removal/Retention Pond Maintenance
- viii. Other Structure Maintenance/Repair
- ix. Street Sweeping

d. Projects

- i. Demonstration Projects
- ii. Construction (New Storm Sewer Systems in Developed Areas)

3. Reserves

- a. Emergency Response
- b. Capital Improvement
- c. Equipment Replacement
- d. Other Reserves