

**INTERAGENCY AGREEMENT  
BETWEEN  
WASHINGTON STATE UNIVERSITY  
AND  
THE CITY OF PULLMAN, WASHINGTON**

**THIS INTERAGENCY AGREEMENT** (the "Agreement") is by and between Washington State University, an institution of higher education and agency of the state of Washington (hereafter referred to as "WSU"), and the City of Pullman (hereafter referred to as "Pullman"), a municipal corporation of the State of Washington.

**IT IS THE PURPOSE OF THIS AGREEMENT** to memorialize the terms and conditions under which Pullman will rely upon WSU to satisfy all of Pullman's NPDES Phase II Municipal Stormwater Permit (the "Phase II Permit"), construction (S5.B.4.) and post-construction (S5.B.5.) requirements for development occurring on the WSU campus. Formation of this Agreement is allowed by Section S3.B. of the Phase II Permit and authorized in Pullman City Code ("PCC") - Chapter 10.32, Construction and Post-Construction Stormwater Control Regulations. Unless terminated by either WSU or Pullman ("Parties"), this Agreement shall remain effective and incorporate future amendments to the Phase II Permit or PCC.

NOW, THEREFORE, the Parties agree as follows:

**I. SCOPE OF AGREEMENT**

Each party shall do all things necessary for and incidental to the performance of the duties set forth below.

**A. WSU Shall:**

1. Use the definitions found in PCC 10.32.020 when referring to and implementing this Agreement.
2. Per PCC 10.32.040 – Ensure that soil erosion, sedimentation, increased pollutant loads and changed water flow characteristics resulting from land disturbing activity, new development and redevelopment that occurs on the WSU campus are controlled so as to prevent or minimize pollution of receiving waters.
3. Per PCC 10.32.080 – Ensure that the manuals and documents referenced in this Section are used as guidance for selecting and designing Best Management Practices ("BMPs") and stormwater drainage facilities.
4. Per PCC 10.32.080(2) - Use the City of Pullman Design Standards, at a minimum, when developing Erosion and Sediment Control ("ESC") plans and determining minimum design standards for storms and permanent

stormwater collection, conveyance, flow control and treatment facilities, and BMPs.

5. Per PCC 10.32.090 (2) – Require development of ESC plans for Medium Projects of at least 5,000 ft<sup>2</sup> but less than one acre.
6. Per PCC 10.32.090 (3)(a) – Require that Large Projects of one acre or more include the applicable minimum technical requirements of the seven core elements found in this Section and Appendix 1 of the Phase II Permit, as amended, including development of a Stormwater Site Plan (“SSP”).
7. Per PCC 10.32.090 (3)(b)&(c) – Require development of a SWPPP and SWPPP Map for Large Projects.
8. Per PCC 10.32.090 (4) – Require ESC plans or SWPPPs on projects of any size, or prohibit discharges from construction activity altogether, if WSU deems that site conditions warrant additional protection, especially in the case of TMDL compliance.
9. Per PCC 10.32.100 – Review and approve all ESC plans and SWPPPs for completeness and compliance with the conditions in PCC 10.32.090.
10. Per PCC 10.32.110 – During construction, conduct periodic inspections of the temporary and permanent stormwater BMPs shown on the approved ESC plans and SWPPPs, document any variations or discrepancies and document the corrective actions required to resolve such instances.
11. Per PCC 10.32.120 (1) – Ensure that all post-construction stormwater drainage facilities are constructed and stabilized according to approved plans.
12. Per PCC 10.32.120 (2)(a)&(c) – Perform maintenance, operation and repair on all post-construction stormwater drainage facilities and BMPs in compliance with the requirements of PCC 10.32 and Chapters 5 and 6 of the Stormwater Management Manual for Eastern Washington (2004), as amended, at a minimum.
13. Per PCC 10.32.120 (2)(b) – Inspect post-construction stormwater BMPs annually to ensure that minimum maintenance standards are being met.
14. Per S5.B.5.c.iii. of the Phase II Permit – Inspect post-construction structural stormwater BMPs every five (5) years to ensure that adequate maintenance is being performed as necessary to prevent adverse water quality impacts.
15. Per PCC 10.32.130 – Be responsible for the repair, restoration and perpetual maintenance of WSU owned stormwater drainage facilities on campus.

16. Per S5.B.4.a.iii. & iv. of the Phase II Permit – Implement escalating enforcement procedures and actions as part of a strategy to address non-compliance.
17. Per S5.B.4. & 5. of the Phase II Permit – Ensure that qualified personnel are granted access to inspect construction-phase and post-construction phase stormwater BMPs.
18. Per S5.B.4. & 5. of the Phase II Permit – Provide adequate training for all staff involved in construction and post-construction plan review, inspection and enforcement, and keep records including dates, activities or course descriptions, and names and positions of staff in attendance.
19. Per S5.B.4. & 5. of the Phase II Permit – Provide information to construction site operators and design professionals about training available on how to comply with the requirements of Appendix 1 of the Phase II Permit and apply the BMPs described in the Stormwater Management Manual for Eastern Washington (2004), as amended.
20. Maintain records and documentation concerning the following activities for a minimum of five (5) years and make the information available to Pullman upon request:
  - i. ESCs, SSPs & SWPPPs
  - ii. construction site inspections
  - iii. construction site corrective actions and enforcement
  - iv. maintenance performed on post-construction stormwater drainage facilities and BMPs
  - v. staff training records (CESCL certifications at a minimum)
  - vi. training information provided to construction site operators and design professionals, including dates of any mailings and lists of recipients.
21. Maintain approved site plans and O&M plans beyond five (5) years, as needed, to comply with on-going post-construction inspection requirements of PCC 10.32 and the Phase II Permit.
22. Submit a previous calendar year annual report to Pullman no later than February 28<sup>th</sup> of every year this Agreement is effective with the following information:
  - i. For pre-construction phase site plan review of development projects:
    - 1) List of Medium and Large Projects reviewed.
    - 2) Number of ESC Plans reviewed and approved.
    - 3) Number of SSPs and SWPPPs reviewed and approved.
  - ii. For construction-phase stormwater controls (BMPs) at development projects:
    - 1) List of Medium and Large Project sites inspected.
    - 2) Number of inspections performed per site.
    - 3) Number of enforcement actions taken per site.

- iii. For post-construction stormwater controls:
  - 1) List of sites inspected.
  - 2) Number of inspections per site.
  - 3) Number of enforcement actions taken per site.

B. Pullman Shall:

1. Coordinate with WSU on all matters related to successful implementation of this Agreement.
2. Not charge WSU any application or permit fees related to PCC 10.32.
3. Immediately contact WSU Environmental Health and Safety upon learning of any suspected or reported violations of PCC 10.32 occurring on the WSU campus and shall give WSU a period not to exceed 14 days to address violations before initiating a Pullman response or Pullman enforcement action.

C. Both Parties Shall:

Act in good faith to cooperatively achieve compliance with PCC 10.32 and the Phase II Permit, understanding that the State of Washington's stormwater permit requirements are complex and subject to change on a regular basis.

## II. DURATION

Subject to its other provisions, this Agreement shall become effective upon the date of last signature and remain effective until terminated as provided for herein.

## III. RECORDS MAINTENANCE

The Parties to this Agreement shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all performance of the activities described herein. These records shall be subject to inspection, review or audit by personnel of both Parties, other personnel duly authorized by either party, the Office of the State Auditor, the Washington State Department of Ecology and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement shall be retained for a minimum of five (5) years after termination of this Agreement, and the Washington State Department of Ecology, the Office of the State Auditor, federal auditors, and any persons duly authorized by the Parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, shall remain the property of the furnishing party, unless otherwise agreed. To the extent permitted by applicable law, the receiving party shall not disclose or make available this material to any third parties without first giving notice to the furnishing party. To the extent permitted by applicable law, each party shall utilize

reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

#### **IV. INDEPENDENT CAPACITY**

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party. Each Party shall be responsible for its own actions in the event of any claims, demands, suits, penalties and liability of any kind, including injuries to persons or damages to property, which arise out of this Agreement or a Party's performance of its obligations under this Agreement.

#### **V. MODIFICATION**

This Agreement may be modified or amended by mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the Parties.

#### **VI. TERMINATION**

Either party may terminate this Agreement with not less than ninety (90) days prior written notification to the other party. Upon termination of the Agreement, Pullman shall be responsible for fully implementing and enforcing the provisions of Chapter 10.32 on the WSU campus.

#### **VII. GOVERNANCE**

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

#### **VIII. ASSIGNMENT**

The work to be provided under this Agreement is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

#### **IX. WAIVER**

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

**X. SEVERABILITY**

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

**XI. ENTIRE AGREEMENT**

This Agreement contains all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto.

**XII. CONTRACT ADMINISTRATION**

A designated contract administrator for each of the Parties shall administer this Agreement and be responsible for and shall be the contact person for all communications regarding the performance of this Agreement.

The Contract Administrator for WSU is:

Name: Gene Patterson (and successor(s))  
Position: Public Health / Air & Water Quality Manager  
College or Department: Environmental Health & Safety  
Address: P.O. Box 641172  
Pullman, WA 99164-1172  
Telephone: 509-335-3041  
Fax Number: 509-335-4442

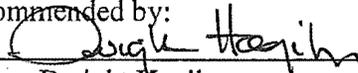
The Contract Administrator for Pullman is:

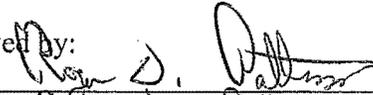
Name: Mark Workman (and successor(s))  
Position: Public Works Director  
Address: 325 SE Paradise Street  
Telephone: 509-338-3213  
Fax Number: 509-338-3282

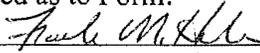
**XIV. SIGNATURES**

The Parties affirm they have designated the persons below to have signature authority for the Parties. By their signatures on this Agreement, the Parties agree to all of its terms and conditions.

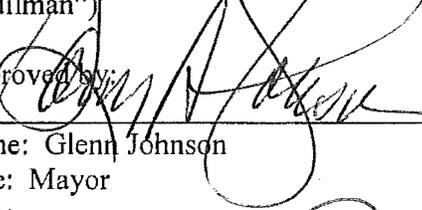
**WASHINGTON STATE UNIVERSITY**  
("WSU")

Recommended by:  
By:   
Name: Dwight Hagihara  
Title: Director, Environmental Health & Safety  
Date: 8-10-11

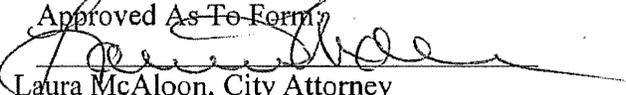
Approved by:  
By:   
Name: Robert D. Patterson  
Title: V.P. Business & Finance  
Date: 8-10-2011

Approved as to Form:  
By:   
Name: FRANK HEUBAN  
Title: Assistant Attorney General  
Date: 8-10-2011

**THE CITY OF PULLMAN**  
("Pullman")

Approved by:  
By:   
Name: Glenn Johnson  
Title: Mayor  
Date: \_\_\_\_\_

Attest:  
  
William F. Mulholland, Finance Director

Approved As To Form:  
  
Laura McAloon, City Attorney

RESOLUTION NO. R- 44 -11

A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERAGENCY AGREEMENT BETWEEN THE CITY OF PULLMAN AND WASHINGTON STATE UNIVERSITY FOR THE PURPOSE OF CONSTRUCTION AND POST-CONSTRUCTION STORMWATER MANAGEMENT ACTIVITIES RELATED TO PCC 10.32.

WHEREAS, the City Council for the city of Pullman has before it an agreement between the city of Pullman, a municipal corporation in the state of Washington, and Washington State University, an institution of higher education and agency of the state of Washington, entitled "Interagency Agreement Between Washington State University and the City of Pullman, Washington" which is attached hereto and marked as Exhibit "A"; and,

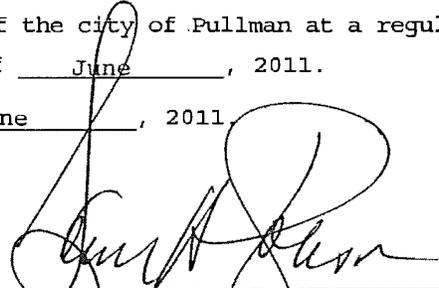
WHEREAS, this Council believes it to be in the best interests of the city of Pullman to authorize the execution of said Agreement; now, therefore,

IT IS HEREBY RESOLVED that the Mayor and the Finance Director be and they are hereby authorized and directed to execute the Agreement and to deliver an executed copy thereof to the Washington State University.

IT IS FURTHER RESOLVED that the Mayor and Finance Director are each hereby authorized and directed to take such further action as may be appropriate in order to effect the purpose of this Resolution and the Intergovernmental Agreement authorized thereby.

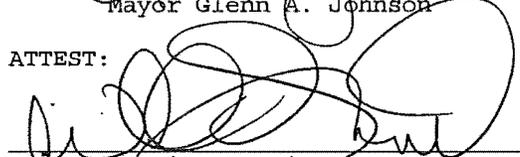
ADOPTED by the City Council of the city of Pullman at a regular meeting held on the 28th day of June, 2011.

DATED this 29th day of June, 2011.



Mayor Glenn A. Johnson

ATTEST:



Finance Director  
William F. Mulholland

Approved as to Form:



City Attorney Laura D. McAloon

**FILED**  
JUN 29 2011  
CITY CLERK'S OFFICE  
PULLMAN WASHINGTON