

RESOLUTION NO. 1676

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIFE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERAGENCY AGREEMENT WITH THE TACOMA-PIERCE COUNTY HEALTH DEPARTMENT FOR CERTAIN SERVICES TO REDUCE POLLUTANT DISCHARGES TO LOCAL SURFACE AND GROUND WATERS

WHEREAS, the City seeks to reduce pollutants in, and the impact of stormwater to, local surface water bodies through implementation of its Stormwater Management Program, as directed by the Western Washington Phase II Municipal Stormwater Permit; and

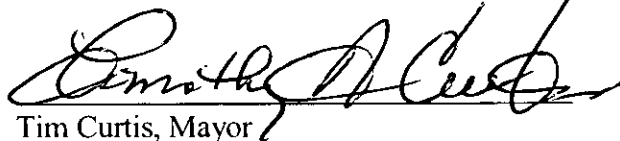
WHEREAS, the Stormwater Management Program describes a variety of activities, including but not limited to public outreach and education, public involvement, and illicit discharge detection and elimination, intended to reduce discharges and protect water quality; and

WHEREAS, the Tacoma-Pierce County Health Department (TPCHD) shares an interest in reducing pollutant discharges to the environment, minimizing potential impacts upon surface water resources, and seeks to safeguard and enhance the health of communities in Pierce County, and has particular expertise in pollution prevention projects and activities consistent with elements of the City's Stormwater Management Plan; and


WHEREAS, the City and TPCHD have determined that it is mutually beneficial for TPCHD to provide certain services throughout the term of the City's current Phase II Municipal Stormwater Permit, aimed at reducing pollutant discharges to local surface and ground waters, including development and implementation of a business stormwater technical assistance and inspection program, public outreach, and education; now therefore

BE IT RESOLVED that the Fife City Council hereby authorizes the City Manager to execute the Interagency Agreement between the City of Fife and the Tacoma-Pierce County Health Department for stormwater inspection, outreach and education services, in the form attached hereto as Exhibit A.

ADOPTED by the City Council at an open public meeting held on the 11th day of August 2015.

  
Tim Curtis, Mayor

Attest:

  
Carol Etgen, City Clerk

# Interagency Agreement 2015



## Date and Parties

This agreement ("Agreement"), for reference purposes only, is dated the \_\_\_\_\_ day of June 2015, and is entered into between the City of Fife ("City") and the Tacoma-Pierce County Health Department ("health department") under authority of the Interlocal Cooperation Act (Chapter 39.34 RCW).

## Purpose

The City seeks to reduce pollutants in, and the impact of stormwater to, local surface water bodies through implementation of its Stormwater Management Program, as directed by the Western Washington Phase II Municipal Stormwater Permit. The Stormwater Management Program describes a variety of activities, including but not limited to public outreach and education, public involvement, and illicit discharge detection and elimination, intended to reduce discharges and protect water quality.

The health department shares an interest in reducing pollutant discharges to the environment, minimizing potential impacts upon surface water resources, and seeks to safeguard and enhance the health of communities in Pierce County. The health department has particular expertise in pollution prevention projects and activities consistent with elements of the City's Stormwater Management Plan.

The City and the health department have determined that it is mutually beneficial that the health department provide certain services throughout the term of the City's current Phase II Municipal Stormwater Permit, as described in this agreement.

## Objectives

Increase detection and elimination of illicit and inappropriate discharges to the municipal stormwater system.

Increase awareness on the part of business operators of the need for private catch basin maintenance, including oil/water separator and grease interceptor maintenance.

Identify and eliminate or reduce practices or conditions that pose potential threats to human health or the environment (and potential sources of liability to the business).

Educate business owners about 'stormwater-friendly' business practices, possible impacts their practices may have on stormwater and surface water, and how to change those practices.

Educate home owners about residential impacts to storm and surface waters and provide environmental stewardship best practices and options.

## Term

This agreement is effective July 1, 2015, upon authorized signature by both the City and the health department, and shall terminate June 30, 2018.

## Expectations

### Business Inspection Program

The health department will develop and implement in the City a business technical assistance and inspection program based upon the health department's existing Local Source Control Program. Inspections will address a variety of environmental issues, with an emphasis upon providing technical assistance, identifying and correcting issues affecting water quality and impacts to stormwater systems. Inspection elements include assessments of hazardous materials/hazardous waste storage, management and disposal, floor drains (connection to sanitary or storm system), catch basin operation/maintenance, oil/water separator operation/maintenance (or need for an oil/water separator) operation/maintenance, outside storage, and outside activities.

The health department and the City intend for this program to further the City's illicit discharge detection/elimination objectives and to minimize actual and potential pollutant releases to stormwater.

The health department will utilize established protocols, conduct follow-up contacts or visits to provide technical support and verify corrective action, make referrals to the City or other enforcement agencies as may be necessary, provide copies of initial and/or follow-up inspection results and provide annual project reports and a final report summarizing project results.

The health department will conduct inspections in a manner that is consistent with the principles of its existing Local Source Control Program. Participation is voluntary and education is the primary tool for affecting positive changes in business practices. The health department will refer issues that immediately jeopardize public health, the environment or otherwise jeopardize the City's NPDES permit to the City and other appropriate agencies, as required to remedy the issue.

### Education/Outreach Program

The health department will attend the October 3, 2015, Harvest Festival to provide resources to residents seeking environmental stewardship education and support.

Attendance by the health department will aid in furthering the City's public education and outreach objectives of minimizing actual and potential pollutant releases to stormwater systems and surface water bodies.

In coordination with The City, the health department will notify homeowners that environmental stewardship education will be presented at the October 3, 2015 Harvest Festival. The health department will evaluate the results of community participation at the 2015 Harvest Festival, and make a recommendation to the City regarding continued health department participation. See *Supplemental Services*, below.

## Outputs

### Business Inspections

The health department will conduct business technical assistance inspections within the City, **focusing on the restaurant, hotelier, auto dealership and multifamily housing sectors**. The health department will focus on additional sectors or respond to unique services requests as directed by, and in consultation with, the City. The health department will conduct a minimum number of technical assistance inspections, including follow-up inspections and consultations, as outlined in the following schedule:

2015: 25  
2016: 50  
2017: 50  
2018: 25

### Notification Campaigns

The health department will implement a notification campaign to the identified businesses regarding site visits by health department local source control specialists. The health department will identify business through consultation with the City's Business Licensing Service and other resources.

Using GIS applications, and in consultation with the City, the health department will identify residential properties at high risk for impacting surface water and storm sewer systems. The health department will implement a notification campaign to the identified homeowners regarding the health department's display booth at the October 3, 2015 Harvest Festival.

### Education and Outreach

The health department will provide "household hazardous waste management and best practices" education and outreach to homeowners at the October 3, 2015, Harvest Festival.

The health department will provide "environmental stewardship and sustainable maintenance for yards and landscapes" education and outreach to homeowners at the October 3, 2015, Harvest Festival.

The health department will evaluate the results of community participation at the 2015 Harvest Festival, and make a recommendation to the City regarding continuing health department participation. See *Supplemental Services*, below.

### Performance Reporting

The health department will develop annual project reports, including a project-end summary report. In addition to formal reporting, the health department will maintain open communication throughout the project term; the health department will briefly engage the City quarterly, or as otherwise determined by both parties to be sufficient.

# Interagency Agreement 2015



## Project Cost and Billing

In consideration for the services described herein, the City shall pay the Health Department a total of **\$106,000**. The health department shall bill not more frequently than monthly or less frequently than quarterly. Payment shall be made within 30 days of receipt of an invoice from the Health Department. Invoices from the Health Department shall be accompanied by progress reports describing activities and results for that billing period.

2015 (Q1 & Q2)	2016 (Q3-Q6)	2017 (Q7-Q10)	2018 (Q11-Q12)	Total
<u>\$16,000</u>	<u>\$35,000</u>	<u>\$36,000</u>	<u>\$19,000</u>	<u>\$106,000.00</u>

## Supplemental Services

The health department maintains the capacity and expertise to provide pollution prevention education and outreach to the communities of Pierce County. The City's Harvest Festival presents one opportunity for the health department to engage local residents.

### 2016 & 2017 Harvest Festival HHW Education and Outreach

At the direction, and in consultation with the City, the health department may provide "household hazardous waste management and best practices" education and outreach at the 2016 and/or the 2017 Harvest Festival. In consideration of these services, the City shall pay the health department **\$1,000**, per event.

### 2016 & 2017 Harvest Festival Nutral Yard Care Education and Outreach

At the direction, and in consultation with the City, the health department may provide "environmental stewardship and sustainable maintenance for yards and landscapes" or related education and outreach at the 2016 and/or the 2017 Harvest Festival. In consideration of these services the City shall pay the health department **\$1,000**, per event.

# Interagency Agreement 2015



## Project Timeline

The health department shall perform the services set forth in this Agreement in accordance with the following timeline:

### Quarter 1:

#### July 2015

Identify Fife area businesses consistent with agreed upon sectors.

Prepare health department administrative functions.

#### August 2015

Communicate to businesses, notifying them that they will be included in the technical assistance/inspection program; inspections scheduled.

The health department and City staff identify storm sewer systems and surface waters at high risk of impact from Fife residential sources.

#### September 2015

Communicate to those Fife residences with potential to impact the identified storm sewer systems and surface waters that the health department will be providing household hazardous waste management and natural yard care guidance at the October 3, 2015 Harvest Festival.

### Quarter 2:

#### October 2015

Begin business inspections.

Attend October 3<sup>rd</sup> Harvest Festival.

#### November 2015

Continue business inspections.

#### December 2015

Continue business inspections.

Prepare 2015 Performance Report.

### Quarter 3:

#### January 2016

Finalize 2015 Performance Report.

Consult with the City and adjust project if needed.

Communicate to businesses, notifying them that they will be included in the technical assistance/inspection program; inspections scheduled.

#### February 2016

Continue business inspections.

#### March 2016

Continue business inspections.

### Quarter 4:

#### April 2016

Continue business inspections.

#### May 2016

Continue business inspections.

#### June 2016

Continue business inspections.

### Quarter 5:

#### July 2016

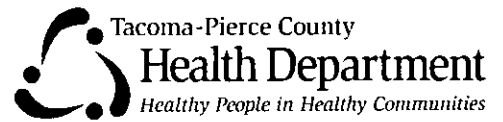
Continue business inspections.

#### August 2016

Continue business inspections.

Discuss health department's participation in 2016 Harvest Festival.

# Interagency Agreement 2015



## September 2016

Communicate to those Fife residences with potential to impact the identified storm sewer systems and surface waters that the health department will be providing household hazardous waste management and natural yard care guidance at the October 2016 Harvest Festival.

Continue business inspections.

## Quarter 6:

### October 2016

Continue business inspections.

Attend October Harvest Festival.

### November 2016

Continue business inspections.

### December 2016

Continue business inspections.

Prepare 2016 Performance Report.

## Quarter 7:

### January 2017

Finalize 2016 Performance Report.

Consult with the City and adjust project if needed.

Communicate to businesses, notifying them that they will be included in the technical assistance/inspection program; inspections scheduled.

### February 2017

Continue business inspections.

### March 2017

Continue business inspections.

## Quarter 8:

### April 2017

Continue business inspections.

### May 2017

Continue business inspections.

### June 2017

Continue business inspections.

## Quarter 9:

### July 2017

Continue business inspections.

### August 2017

Continue business inspections.

Discuss health department's participation in 2016 Harvest Festival.

### September 2017

Communicate to Fife residences with potential to impact the identified storm sewer systems and surface waters that the health department will be providing household hazardous waste management and natural yard care guidance at the October 2017 Harvest Festival.

Continue business inspections.

## Quarter 10:

### October 2017

Continue business inspections.

Attend October Harvest Festival.

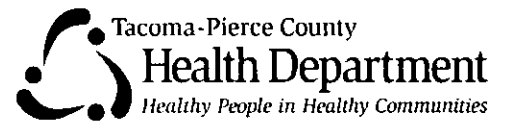
### November 2017

Continue business inspections.

### December 2017

Continue business inspections.

# Interagency Agreement 2015



Prepare 2017 Performance Report.

## **Quarter 11:**

### **January 2018**

Finalize 2017 Performance Report.

Consult with the City and adjust project if needed.

Communicate to businesses, notifying them that they will be included in the technical assistance/inspection program; inspections scheduled.

### **February 2018**

Continue business inspections.

### **March 2018**

Continue business inspections.

## **Quarter 12:**

### **April 2018**

Continue business inspections.

### **May 2018**

Continue business inspections.

Prepare 2015 – 2018 Final Project Performance Report.

### **June 2018**

Continue business inspections.

Continue to prepare 2015 – 2018 Final Project Performance Report.

### **July 2018**

Submit 2015 – 2018 Final Project Performance Report.



# Interagency Agreement 2015



## Project Contacts

### City of Fife

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### City of Fife

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### Tacoma-Pierce County Health Department

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### Tacoma-Pierce County Health Department

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# Interagency Agreement 2015



## Miscellaneous

### Indemnification.

The health department agrees to indemnify and hold the City, its elected officials, officers, employees, agents and volunteers harmless from any and all claims, demands, losses, actions and liabilities (including costs and all attorney fees) to or by any and all persons or entities, including, without limitation their respective agents, licensees, or representatives arising from, resulting from, or connected with this Agreement to the extent caused by the negligent acts, errors or omissions of the health department, its elected officials, officers, employees, agents, and volunteers or by the health department's breach of this Agreement.

The City agrees to indemnify and hold the health department, its elected officials, officers, employees, agents and volunteers harmless from any and all claims, demands, losses, actions and liabilities (including costs and all attorney fees) to or by any and all persons or entities, including, without limitation their respective agents, licensees, or representatives arising from, resulting from, or connected with this Agreement to the extent caused by the negligent acts, errors or omissions of the City, its elected officials, officers, employees, agents, and volunteers or by the City's breach of this Agreement.

### Contract Administration

The parties do not by this Agreement create any separate legal or administrative entity. The city manager is the chief administrative officer for the City, and he or his designee shall be responsible for working with the health department, through its director, or his designee, to administer the terms of this Agreement. The parties do not intend to jointly own any real or personal property as part of this undertaking. The Parties will cooperatively work together to further the intent and purpose of this Agreement.

### Severability

If any term or condition of this Agreement or the application thereof to any persons(s) or circumstances is held to be unconstitutional or invalid, such invalidity shall not affect the validity of the remaining portion of this Agreement and the remainder shall remain in full force and effect. The terms and conditions of this Agreement are declared severable.

### Captions

The captions used herein are for convenience only and are not a part of this Agreement and do not in any way limit or amplify the terms and provisions hereof.

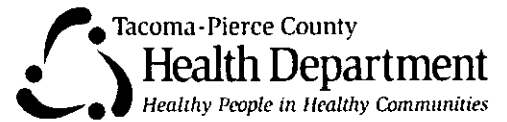
### No Waiver

Waiver of any breach or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this Agreement shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

### Entire Agreement

This written Agreement represents the entire agreement between the parties and supersedes any prior oral statements, discussions, or understanding between the parties.

# Interagency Agreement 2015



## Counterpart Originals

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

## Signature Authority

The city manager was authorized to execute this agreement by resolution of the City Council adopted on the \_\_\_\_ day of August 2015 at a regularly scheduled Council meeting.

The health department director was authorized to execute this agreement by motion of the health department board on the \_\_\_\_ day of \_\_\_\_\_ 2015 at a regularly scheduled board meeting.

## City of Fife

## Tacoma-Pierce County Health Department

\_\_\_\_\_  
Subir Mukerjee  
City Manager

\_\_\_\_\_  
Anthony L-T Chen, MD, MPH  
Director

Approved as to form:

Approved as to form:

\_\_\_\_\_  
Gregory F. Amann  
Assistant City Attorney

\_\_\_\_\_  
Attorney for the Health Department