

INTERLOCAL AGREEMENT

An Agreement to Jointly Develop and Share Training Resources for ISGP Compliance

THIS INTERLOCAL AGREEMENT (Agreement) is made and entered into pursuant to chapter 39.34 of the Revised Code of Washington, the Interlocal Cooperation Act, by and between the Port of Longview, Cowlitz County, Washington, a municipal corporation organized under the laws of the State of Washington (PoL) and the Port of Vancouver, Washington, Clark County, Washington, a municipal corporation organized under the laws of the State of Washington (PoV), (hereafter collectively referred to as the “Parties”) on the date shown below.

RECITALS

1. In compliance with the provisions of Chapter 90.48 Revised Code of Washington, a new National Pollutant Discharge Elimination System (NPDES) and State Waste Discharge General Permit for Stormwater Discharges Associated with Industrial Activities (ISGP) was issued by Washington State Department of Ecology, effective January 1, 2026.
2. Per the requirements of the ISGP, permit holders must provide training on the permittees’ Stormwater Pollution Prevention Plan (SWPPP) to all employees and vendors/contractors, and other parties who perform duties that have the potential to impact stormwater quality in areas of industrial activities subject to the ISGP.
3. The Parties are both ISGP permittees and must comply with the training requirements set forth in their respective SWPPPs.
4. The Parties desire to jointly procure and manage a third party to assist in the development of a SWPPP training video (the “Project”) that satisfies the training requirements outlined in each Party’s SWPPP.

AGREEMENT

For and in consideration of the mutual covenants contained in this Agreement, the parties agree as follows:

1. Effective Date: This Agreement will be effective upon execution by both parties.
2. Purpose: The purpose of this Agreement is to set forth the terms and conditions under which the Parties will evenly cost share (50/50) in the procurement and execution of a third-party contract for the Project. Each party will bear its own internal staff costs and will not invoice the other Party for staff time.
3. Procurement: The PoL will be the contracting agent and provide administrative project management services, including but not limited to, invoicing and contract management of the third-party agreement. PoL will comply with all applicable procurement laws and internal policies.
4. Project Development. The Parties will work cooperatively to finalize the scope of work, schedule, selection of a third-party contractor, and implementation of the Project. The Project’s draft scope of work is in Exhibit A (Scope of Work).

5. Project Ownership. The Parties will retain joint ownership of the Project during development. Upon completion, each Party will have a non-exclusive, perpetual right to use and modify the final training video. A Party intending to modify the video must notify the other Party and work cooperatively to ensure modifications do not negatively affect the other Party. If a Party reasonably determines that the modification will negatively affect it, the modification may not be made

6. Payment: Pursuant to this Agreement, the PoV will pay to the PoL 50% of the actual sums for the Project as completed and invoiced by the PoL. The PoV will pay on or before 30 days after the PoV's receipt of an invoice from the PoL accompanied by the third-party invoice. Total reimbursement from PoV to PoL shall not exceed \$15,000 unless modified by a written amendment to this Agreement, signed by both Parties.

7. Budget: The estimate for the Project is not to exceed \$30,000. The Project is estimated to be completed by December 31, 2025.

8. Administrators: It is not the intention that a separate legal entity be established to conduct this cooperative undertaking. Pursuant to RCW 39.34.030(4)(a), the administrators for administering this Agreement are:

Port of Longview
Kara Metzger
Contracts and Grants Administrator
10 International Way
Longview, WA 98632
360.425.3305 x 254
kmetzger@portoflongview.com

Port of Vancouver
Jennifer Brower
Contract Manager
3103 NW Lower River Road
Vancouver, WA 98660
360.823.5293
JBrower@portvanusa.com

9. Duration and Termination: This Agreement shall terminate upon completion of the Project and payment of all amounts due, unless earlier terminated by mutual written agreement of the Parties. Upon termination, each Party is responsible for all amounts it is obligated to pay under this Agreement.

10. Indemnification: It is understood and agreed that each Party will be responsible for its own negligence and will, to the extent of its negligence, indemnify and hold harmless the other Party from any and all claims, losses, or causes of action, suits and actions in equity of any kind. Section 10 of this Agreement will survive the termination of this Agreement.

11. Duty to Submit Agreement to Jurisdictional State Officer or Agency: The requirements of

RCW 39.34.050 do not apply to this Agreement as no State Officer or Agency has control over the subject matter of this Agreement.

12. Publication: Prior to its entry into force and pursuant to RCW 39.34.040, this Agreement will be published on the respective agencies' websites.

13. Governing Laws: This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the Parties specifically understand and agree that venue shall be exclusively in Cowlitz County, Washington. The substantially prevailing Party in any such action shall be entitled to its attorneys' fees and costs of suit from the other Party.

PORT OF VANCOUVER, WASHINGTON

DocuSigned by:

Dawn Egbert, FF1882F2F264BF...
Director of Procurement and
Administrative Services
Date 6/2/2025

PORT OF LONGVIEW, WASHINGTON

DocuSigned by:

Dan Stahl, C04CF70AA1C64D7...
Chief Executive Officer
Date 6/2/2025

Exhibit A
Draft Stormwater Pollution Prevention Plan
Training Video Scope of Work

This project involves the development, production, and delivery of a stormwater training video to be used at two designated port facilities. The objective is to educate visitors on stormwater pollution prevention practices, regulatory compliance, and site-specific best management practices (BMPs), in alignment with applicable environmental regulations and each port's Stormwater Pollution Prevention Plan (SWPPP).

1. Overview of Key Components of the Stormwater Training Video:

- a. Why you should care about water quality
- b. Very brief introduction of the SWPPP
 - i. Ports have Stormwater Pollution Prevention Plans
- c. Here is how you play your part (in the SWPPP) when working at our Ports:
 - i. Spills – 1st responder/report to spill # or supervisor
 - ii. Only rain down the drain – no washing down to storm drains
 - iii. Keep it clean – keep worksites clean (methods) to prevent stormwater pollution
 - iv. Dumpsters/garbage – dispose of trash properly and keep dumpsters under cover and/or lids closed
 - v. Cargo Operations/Contractor Operations
 - a) Dust control
 - b) Track-in/Track-out controlled
 - c) Cleaning during/after cargo operation

2. Overview of Key Components of a SWPPP

The following is provided to give the contractor background regarding the content of a SWPPP. Both Port clients have substantial experience in providing this information in trainings of 15-45 minute length. The contractor will be primarily responsible for translating and condensing this information into a script, which the project owner will assist in finalizing the technical components for clarity.

Note: Based on the target audience for this video, some of these components will receive only minimal, if any, mention. They may be elaborated on in future videos.

- a. Site Description: The SWPPP starts with a detailed description of the Port (of Vancouver or Longview) including location, activities conducted, and the potential sources of stormwater pollution.
- b. Best Management Practices (BMPs): It outlines specific BMPs that will be implemented to reduce or eliminate contamination. These can include erosion controls, sediment barriers, pollution prevention measures, and more.

- c. **Stormwater Control Measures:** The plan identifies and measures like erosion controls, stormwater drains, and filtration systems to manage stormwater and prevent contamination.
- d. **Inspections and Monitoring:** Regular site inspections are scheduled to check the effectiveness of BMPs. The SWPPP includes a monitoring plan to ensure compliance with regulations and identify any issues.
- e. **Employee Training:** The plan includes protocols for training staff, contractors, and temporary workers on the proper handling of materials, waste disposal, and stormwater management practices to ensure ongoing compliance.
- f. **Recordkeeping and Documentation:** All actions, inspections, and modifications related to stormwater management are documented to maintain compliance with local and federal regulations.
- g. **Corrective Actions:** If BMPs fail or violations occur, the SWPPP will describe the steps for corrective action, ensuring any issues are addressed promptly.

In essence, a SWPPP helps facilities manage stormwater in a way that prevents pollution, protects water quality, and ensures regulatory compliance.

3. Target Audience

This training video will target visitors to the Ports who may not work on a regular basis at the Ports but have the potential to impact stormwater quality. This includes truckers, “travelers”, consultants, seasonal workers, interns. Audience knowledge base of topic at none to basic, grade level of discussion to be around 8th grade.

4. Deliverables

- a. Training Video (approximately 3-6 minutes in length)
 - i. Professionally narrated and captioned
 - ii. Includes high-quality visuals, drone footage (if applicable), and port-specific site examples
 - iii. Addresses general stormwater principles, common pollutants, BMPs, and response procedures
- b. Storyboard and Creative Concept
 - i. Collaboratively developed with input from port environmental teams
 - ii. Visual outline of video narrative for approval before production begins
- c. Filming and Post-Production
 - i. On-site video capture at both ports (1 day per site)
 - ii. Editing, sound design, and branding elements consistent with port standards
- d. Final Video Deliver
 - i. HD video files in MP4 and web-optimized formats
- e. Optional: subtitles in English and Spanish



REQUEST FOR DOCUMENT EXECUTION BY THE CHIEF EXECUTIVE OFFICER

SECTION 1: Purchasing Contracts

Contract Type: _____
 Sponsor or Responsible Party: _____
 Contractor/Consultant/Supplier: _____
 Project Name: _____
 Scope: _____
 Solicitation/Selection Process: _____

Approved Budget Item? (Y/N): _____ Budget Year(s): _____
 Operating or Capital Budget & Budget? _____ Budget Ref.#(s): _____
 Project ID or OP GL & Current Budget Amount: _____

Original Authorization		Revised Authorization (for changes captured on reverse)	
Delegation of Authority:		Number of Changes:	_____
Authorization and Date:	_____	Total Changes (\$):	_____
Total Authorized Amount (\$):	_____	Contract (\$):	_____
Contract Amount (\$):	_____	Total Authorized Amount (\$):	_____
Contract Date:	_____		
Commencement or NTP Date:	_____	Additional Days:	_____
Contract Days:	_____	Contract Days:	_____
Completion Date:	_____	Completion Date:	_____

*By signing below, the Sponsor or Responsible Party affirms this commitment is being made in accordance with the delegated powers and duties of the Port's Chief Executive Officer as adopted by Commission.

SPONSOR or RESPONSIBLE PARTY SIGNATURE* _____
DATE

SECTION 2: Real Property Documents

APPROVALS
 Delegation Authority Section: *click & select >* **OR** **Commission Action Date:** *N/A*
 Approved By Counsel (Y/N): *click & select >*

SELECT ACTION

<input type="checkbox"/> New Lease	<input type="checkbox"/> Renewal	<input type="checkbox"/> Renewal & Modification	<input type="checkbox"/> Sublease
<input type="checkbox"/> Assignment	<input type="checkbox"/> Name Change	<input type="checkbox"/> Default	<input type="checkbox"/> Termination
<input type="checkbox"/> Binding Site Plan/Short Plat	<input type="checkbox"/> Utility Easement	<input type="checkbox"/> Non-Disclosure Agreements	
<input type="checkbox"/> Other	<input type="checkbox"/> Exclusivity Agreements	<input type="checkbox"/> Non Binding Term Sheet (NBTS)	

Lessee/Licensor/User: _____
Location: _____ **Area Size:** _____
Terms: _____ **Renewal Terms:** _____
Type of Activity: _____
Special Provisions: _____

*By signing below, the Sponsor or Responsible Party affirms this commitment is being made in accordance with the delegated powers and duties of the Port's Chief Executive Officer as adopted by Commission.

SPONSOR or RESPONSIBLE PARTY SIGNATURE* _____
DATE

SECTION 3: Other Action Items

APPROVALS
 Delegation of Authority Section: *XXI. Interlocal & Other Agreements* **OR** **Commission Action Date:** *N/A*
 Approved By Counsel (Y/N): *Yes*

Interlocal Gov Agency Agreement: *Cost sharing agreement with Port of Vancouver for Stormwater Training Video*
 Event & Site Use Agreement: _____
 Claim Settlement: _____
 Sale of Personal Property: _____
 Accounts Receivable Write-Off: _____
 Other: _____

*By signing below, the Sponsor or Responsible Party affirms this commitment is being made in accordance with the delegated powers and duties of the Port's Chief Executive Officer as adopted by Commission.

DocuSigned by:
Lisa Hendriksen *6/2/2025*

SPONSOR or RESPONSIBLE PARTY SIGNATURE* **DATE**

