

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF VANCOUVER AND THE
PORT OF VANCOUVER FOR USE OF A SHARED STORMWATER SYSTEM**

DATED: April 21, 2008

THIS INTERLOCAL AGREEMENT (Agreement) is by and between the City of Vancouver, Washington (the “City”), a Washington first class city established under Article 11, Section 10 of Washington Constitution, and the Port of Vancouver (the “Port”), a Port District organized under Chapter 53.04 RCW.

RECITALS

Purpose and Background

A. The Port and the City wish to provide for the Port’s connection to the City-owned portion of a 36-inch stormwater line that runs beneath the Port/BNSF railroad tracks for approximately 333 linear feet (“Track Section”). The Port plans to tie into the 36-inch line to discharge treated groundwater from a new pump and treat system; the Port plans to install the pump and treat system in 2008 and 2009.

B. The existing 36-inch stormwater line and associated infiltration ponds are located on both City and Port property and are used to drain stormwater from surrounding areas. The existing 36-inch stormwater line is shared by the Port and the City to carry stormwater to an outfall on the Columbia River. The Port and the City maintain separate National Pollution Discharge Elimination System (NPDES) permits for stormwater discharges from their facilities.

C. The location of the existing stormwater outfall and associated infiltration ponds is shown on Figure 1. As shown, stormwater drainage from Port and City areas collects in infiltration ponds labeled Pond 1, 2, and 3. These ponds, in turn, drain to Pond 4. Ponds 1 through 4 are on City property. Pond 4 connects to the existing 36-inch stormwater line. From Pond 4, the 36-inch stormwater line conveys stormwater to the outfall at the Columbia River. Along the pipe route within the Port Terminal 2 area, the 36-inch stormwater line also receives stormwater inputs from the Terminal 2 area bioswale and from an 18-inch storm line that drains City residential areas located north of the Port. Further details concerning stormwater drainage areas, infiltration ponds, and stormwater drain connection points are provided in *Engineering Design Report for Groundwater Pump and Treat Interim Action, SMC/Cadet Commingled Plume*, (Parametrix, 2008). In 1999, the City constructed a boring and steel casing of approximately 333 linear feet underneath the Port/BNSF railroad tracks and an associated 36-inch stormwater line from Pond 4 to the Port Terminal 2 area just west of the railroad tracks, near a utility cover (see Figure 1). The remaining section of 36-inch line, from this utility cover to the outfall on the Columbia River, was constructed by the Port.

D. The new treatment plant and associated discharge are described in *Engineering Design Report for Groundwater Pump and Treat Interim Action, SMC/Cadet Commingled Plume*, (Parametrix, 2008). The Engineering Design Report includes a detailed and conservative hydrologic analysis of stormwater runoff rates and hydraulic capacity estimates for the existing

36-inch stormwater line. This analysis indicates that the 36-inch line has more than sufficient capacity to convey the treated discharge water plus any stormwater. The analysis indicates that only on rare occasions of peak storm flows (estimated at 1 hour per year) would the line reach full flow capacity at a treatment plant discharge rate of approximately 2,500 gallons per minute (“gpm”). Under these rare conditions, the discharge from the treatment plant will be momentarily delayed until after peak storm flows have subsided. Flows from the treatment plant will be shut off automatically during heavy storm events which cause exceedances of flow capacities in Pond 4 or the 36-inch stormwater line.

E. During the initial period of operation (first 2 years), discharge flow rates from the treatment system will be limited to approximately 2,500 gpm. During this initial period, the capacity of the 36-inch stormwater line will be monitored. The maximum future discharge rate from the treatment system will be 6,200 gpm. The hydrologic/hydraulic model predicts that the 36-inch stormwater line has sufficient excess capacity to convey the maximum discharge rate. The model predicts that the 36-inch stormwater line will exceed maximum flow capacity an average of 3 hours per year at the maximum discharge rate of 6,200 gpm. The discharge conveyance and connections discussed in this letter have thus been sized for a maximum discharge flow rate of 6,200 gpm.

Description of Discharge Connection Design:

F. The discharge line from the treatment plant will be routed as shown in Drawing C2. Treated water will flow from the treatment plant through an underground high density polyethylene (HDPE) gravity line. A connection vault will be constructed at Pond 4 to connect the gravity discharge line to the existing 36-inch line and Track Section. Details of the connection vault are provided in Drawing M19 attached. The connection vault will allow for separation of treated discharge flows and stormwater flows entering the 36-inch stormwater line from Pond 4. The design prevents contact between discharge flows and stormwater flows from Pond 4 and also allows for gravity draining of stormwater flows from Pond 4 into the 36-inch stormwater line. The connection vault will also allow for monitoring of treated discharge flow rates and water levels in Pond 4 and the 36-inch stormwater line.

G. Elevations of all pipelines, vault structure and Pond 4 (top-of dike elevations) are included in Drawing M19. As shown, the discharge connection will not interfere with Pond 4 storage and infiltration capacities. Top-of-pipe and emergency by-pass elevations in the connection vault will allow continued open flow from Pond 4 into the 36-inch stormwater line. The elevation of the emergency flow by-pass in the vault structure is well below the minimum top-of-dike elevation in Pond 4. As shown in Drawing C2, the proposed construction will include reshaping the low area at the west end of the pond to bring the minimum top-of-dike elevation to 25 feet and thus increase overall pond storage capacity.

H. As shown in Drawing C2, construction of the discharge line from the treatment plant will require the temporary removal of a City-owned chain link fence next to Pond 2. This fence will be replaced by the Port to its original condition upon completion of construction. Appropriate warning fences and stormwater protection controls will be implemented by the Port prior to and during construction. The Port will notify the City prior to start of construction. Drawing C2 also shows that the underground gravity discharge line will need to cross through

City property along the banks of Pond 2 and Pond 4. A formal easement with the City for these areas will be established following construction and generation of as-built drawings.

I. The City will allow the Port to construct the discharge line and connection vault described in this letter and shown in the attached drawings, pursuant to an access agreement to be entered into by the Port and the City.

Period of Operation

J. The Port will operate the pump and treat system and associated discharge for a period of time up to 100 years. The period of operation was estimated using a groundwater model, contaminant concentrations, and projected cleanup levels. The effectiveness of the pump and treat system will dictate the actual period of operation.

AGREEMENT

1. **AUTHORITY AND PURPOSE.** This Agreement is entered into pursuant to and in accordance with RCW Chapter 39.34 to facilitate the Port's proposed pump and treat remediation system. This Agreement is only for the Port's use of the Track Section and the Port's control of discharges to the Track Section; this Agreement is not intended to resolve any other issues related to the Port's and the City's stormwater discharges. For purposes of RCW 39.34.030(d), the Port shall be responsible for financing its activities described in this Agreement.

2. **TERM.** This Agreement shall become effective upon approval by the both the Port's and the City's governing bodies. This Agreement shall terminate, and all contributions, allocations and commitments agreed to herein shall cease upon determination by the Port of Vancouver or the Washington Department of Ecology that the pump-and-treat system is no longer needed to remediate TCE-contaminated groundwater. Upon completion of pump and treat system operation, the Port will notify the City of plans to discontinue operation. At that time, the Port will discuss alternatives with the City for closure, removal, or reuse of discharge structures for other purposes. A final closure plan will be developed and agreed to by both parties.

3. **PERMIT COMPLIANCE.** The Port and the City will each maintain a separate NPDES permit for their respective discharges to the Track Section and ultimately to the Columbia River. The Port and City will bear their own costs for complying with the respective terms in each of their NPDES permits.

4. **MAINTENANCE AND REPAIRS.** The Port agrees to perform the following maintenance and repairs related to its discharge to the Track Section:

a. For activities related to the pump and treat discharge, the Port will be responsible for operation and maintenance of its discharge line from the treatment plant to the Port-installed connection vault shown in the attached drawings.

b. The Port will perform routine maintenance of its connection vault, including removing accumulated sediments and debris from inside the vault and removing debris from the trash racks. Sediment and debris removal will be conducted as needed to maintain unrestricted flow through the connection vault.

c. The Port will provide necessary repairs to the connection vault, or to the discharge line running from the treatment plant to the connection vault, should damage occur due to activities of the pump and treat system.

d. The Port will conduct routine testing and maintenance of the level float switches and alarms to ensure proper function. Testing and maintenance procedures will be included in the treatment plant O&M plan. The Port will maintain and operate the aforementioned discharge structures over the lifetime of the pump and treat system.

5. **FLOW CONTROL.** The Port understands that there is a maximum flow rate for water discharged through the Track Section. To accommodate high stormwater flows during heavy storm events, the Port will use the flow control procedures described as follows:

a. The maximum ultimate flow rate of discharge water from the treatment plant will be 6,200 gpm. During the first two years of operation, flows will be limited to approximately 2,500 gpm. This will allow an initial period of time to monitor system performance as well as to observe and verify flow capacities in the 36-inch stormwater line. Beyond the first two years of operation, discharge flows will be increased gradually, reaching the maximum flow of 6,200 gpm (if needed) over the course of roughly 25 years. As mentioned previously, the 36-inch stormwater line is predicted to have excess carrying capacity for 6,200 gpm, except during heavy storm events. During initial and long-term operation, flows will be monitored and controlled automatically to prevent any backup of flow or any contact between Pond 4 stormwater and discharge water as described below.

b. Flows from the treatment plant will be shut off automatically during heavy storm events which cause exceedances of flow capacities in Pond 4 or the 36-inch stormwater line. Float switches will be installed on the inside and outside of the connection vault structure as shown in Drawing M19. Upon reaching float switch elevations in either Pond 4 or the inside of the vault, flows from the treatment plant will be automatically turned off. An automated alarm will immediately notify the Port that a shut-down has occurred. The Port will open the sluice gate on the connection vault to drain Pond 4. Once Pond 4 is drained to an elevation of less than approximately 17 feet, the Port will re-start the treatment plant and restore treated flows to the discharge line. In the event that the Port is unable to respond immediately, treated flows will be turned off automatically, and Pond 4 stormwater flows will exit to the 36-inch stormwater line through the emergency by-pass in the connection vault.

6. **INDEMNITIES.** The Port and City agree to the following indemnities related to their discharges:

a. The Port agrees to indemnify, defend and hold harmless the City for any claims, demands, causes of action, and suit or suits, liability, damage, cost, or expense, including but not

limited to reasonable attorney fees and costs, arising out of the Port's discharge of any materials that violate its Ecology NPDES permit into the Track Section.

b. The City agrees to indemnify, defend and hold harmless the Port for any claims, demands, causes of action, and suit or suits, liability, damage, cost, or expense, including but not limited to reasonable attorney fees and costs, arising out of the City's discharge of any materials that violate its Ecology NPDES permit into the Track Section.

7. **AMENDMENTS.** This Agreement shall not be modified or amended in any manner except by instrument in writing executed by the parties hereto.

8. **ASSIGNMENT; BENEFIT OF AGREEMENT.** No Party shall assign its rights or obligations under this Agreement without prior written consent of the parties hereto. This Agreement shall inure to the benefit of and be binding on the Parties and their successors or permitted assigns.

9. **NOTICES.** All communications, notices and demands of any kind which are required by this Agreement shall be in writing and shall be deemed given when deposited in the U.S. Mail, first class postage prepaid to the following addresses or to such other addresses as the Parties from time to time give notice to the other Parties:

If to the City of Vancouver: Director of Public Works
210 East 13th Street
Vancouver, WA 98660-3230

With a Copy to: City Attorney
210 East 13th Street
Vancouver, WA 98660-3230

If to The Port of Vancouver: Environmental Director
3103 Lower River Road
Vancouver, WA 98660

With a Copy to: Alicia Lowe
Schwabe, Williamson & Wyatt
Port Counsel
700 Washington Street, Suite 701
Vancouver, WA 98660

10. **FILING THIS AGREEMENT.** Within five (5) days from the date of execution of this Agreement, a copy thereof shall be filed with the Clark County Auditor.

11. **COUNTERPARTS.** This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

12. **HEADINGS.** The headings are solely for convenience of reference and shall not constitute part of this Agreement nor shall they affect its meaning, construction, or effect.

13. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the Constitution and laws of the State of Washington applicable to contracts made and performed within such State.

14. **VENUE.** The venue for any dispute arising under this Agreement shall be the Superior Court of the State of Washington for Clark County, Washington.

15. **NO PERSONAL LIABILITY.** Notwithstanding anything contained to the contrary in any provision of this Agreement, it is specifically agreed and understood that there shall be absolutely no personal liability on the part of any individual officer, director, councilmember, or trustee with respect to any of the obligations, terms, covenants, and conditions of this Agreement.

16. **LIMITATION OF RIGHTS.** Nothing expressed or to be implied from this Agreement is intended to give, or shall be construed to give, any person other than the Parties hereto, and their permitted successors and assigns, and the owners of any Bonds, any benefit or legal or equitable right, remedy, or claim under or by virtue of this .

17. **SEVERABILITY.** If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and shall continue in full force and effect.

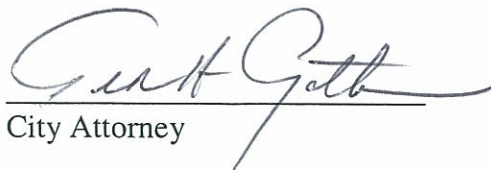
18. **RECITALS.** The recitals above are hereby incorporated into the Agreement and shall be binding as terms of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first written above.

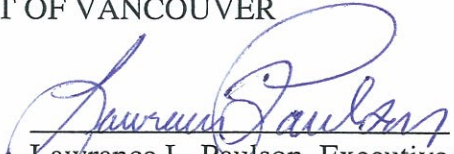
CITY OF VANCOUVER

By: 
Pat McDonnell, City Manager

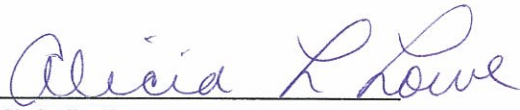
Approved as to form:

By: 
City Attorney

PORT OF VANCOUVER

By: 
Lawrance L. Paulson, Executive Director

Approved as to form:

By: 
Alicia L. Lowe
Port Counsel

ATTACHMENTS

Figure 1 – Existing 36-inch Stormwater Outfall

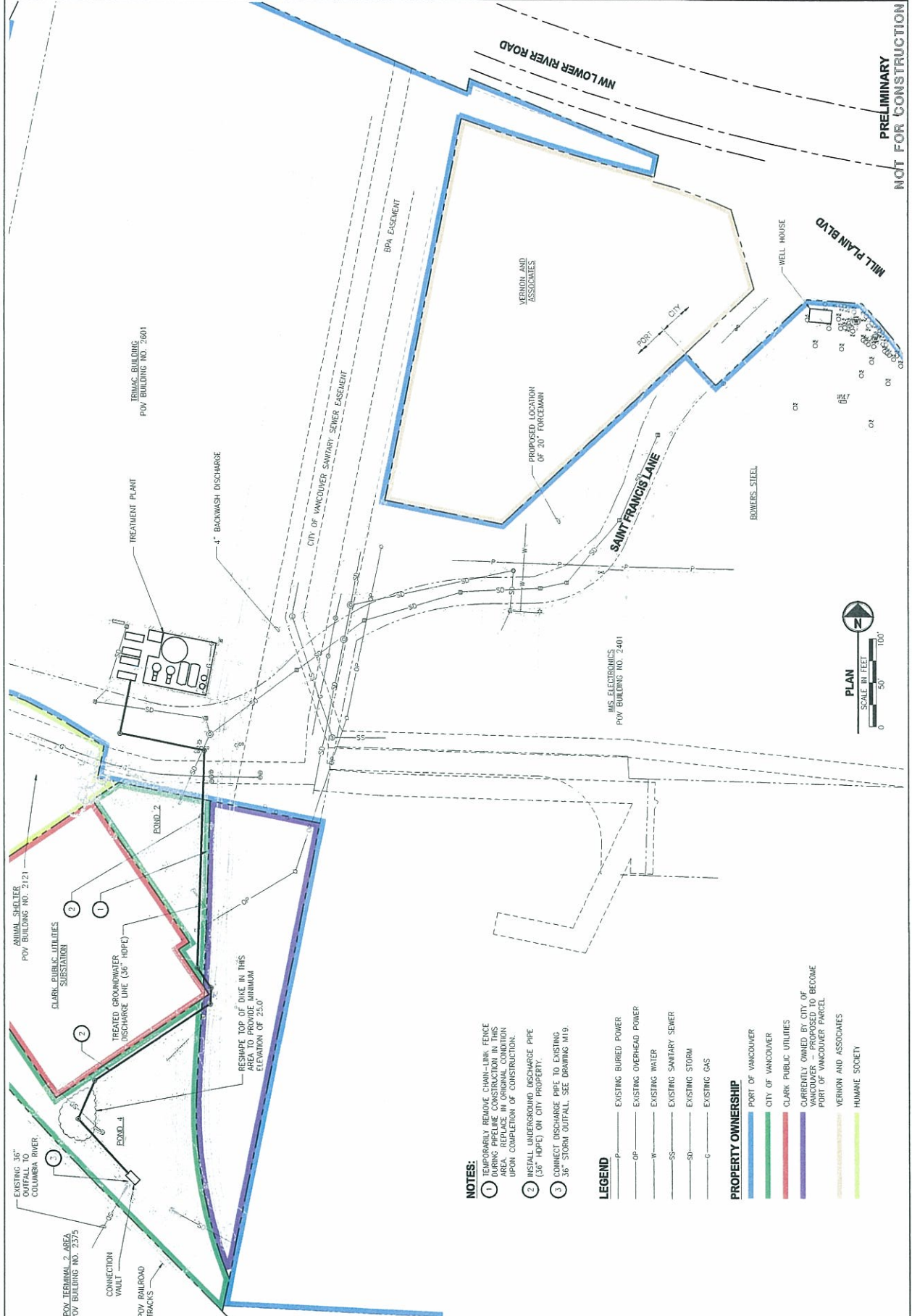
Drawing C2 – SMC/Cadet Groundwater IA – Letter of Understanding Between POV and COV –
Proposed Discharge Pipe Alignment

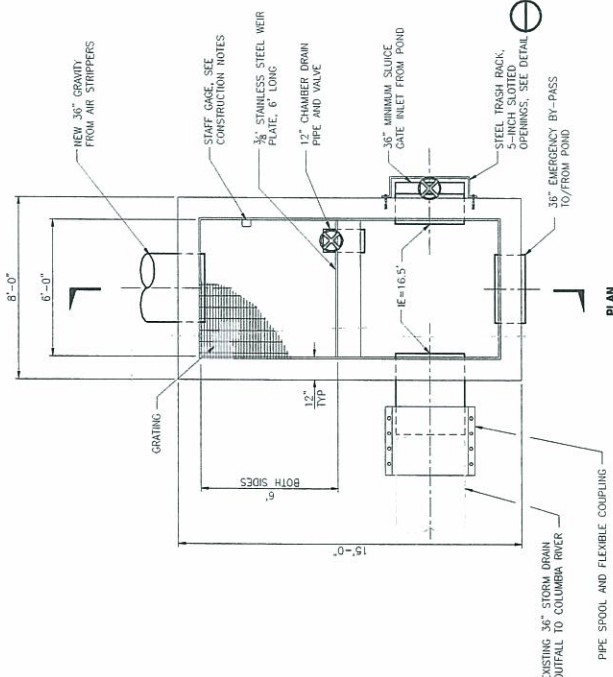
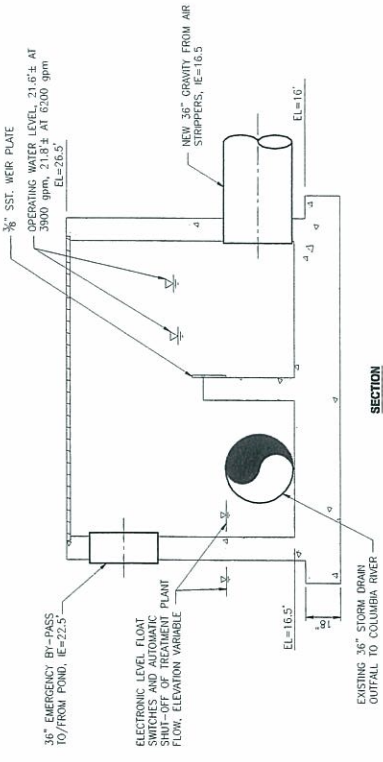
Drawing M19 – SMC/Cadet Groundwater IA – Letter of Understanding Between POV and COV
– Discharge Vault, Plan and Section



Figure 1
Existing 36-inch Stormwater Outfall

February 29, 2008





- CONSTRUCTION NOTES:**
1. CONTRACTOR TO VERIFY AND REMOVE OF EXISTING CONCRETE HEADWALL AND TRASH RACK. SEE PHOTOS.
 2. REMOVE EXISTING 8"-Ø RFP-RAP/EROSION PROTECTION ROCK AROUND CONCRETE HEADWALL AND PIPE ENTRANCE. STOCKPILE FOR USE AROUND NEW CONNECTION BOX.
 3. CONTRACTOR TO EXPOSE EXISTING PIPE AS REQUIRED FOR PLACEMENT OF NEW CONNECTION BOX.
 4. STAFF GAUGE LENGTH = 2 FEET, GRADUATED TO 0.01 FEET. ZERO POINT OF STAFF GAUGE TO MATCH ELEVATION OF TOP OF WEIR PLATE.
 5. RECORD DRAWINGS SHOW THE EXISTING 36" STORM DRAIN IS PLACED IN A CASING PIPE UNDER THE RAILROAD TRACKS. CONFIGURATION NEXT TO CONCRETE HEADWALL IS UNKNOWN.
 6. DESIGN ELEVATIONS:
 - EXISTING OUTLET PIPE IE AT POND 4 = 16.5'
 - NEW OUTLET PIPE IE AT POND 4 CONNECTION BOX = 16.5'
 - EXISTING POND 4 TOP OF WALL ELEVATION = 16.5'
 - CONNECTION BOX TOP OF WALL ELEVATION = 26.5'
 - EMERGENCY BYPASS PIPE IE = 22.5 ±
 - NEW POND 4 TOP OF DKE ELEVATION = 25'-27 ±
 - ESTIMATED POND FREEBOARD AT OUTFALL PIPE FULL FLOW = VARIES 3'-9'

**PRELIMINARY
NOT FOR CONSTRUCTION**

SMC/CADET
VANCOUVER U.S.A.
LETTER OF UNDERSTANDING BETWEEN POV AND COO
DISCHARGE VAULT PLAN AND SECTION

PORT OF VANCOUVER
1103 N.W. LOWER RIVER ROAD
VANCOUVER, WA 98661-1027
(360) 693-9611 FAX (360) 735-1555

DATE: 02.28.22
APPROVED: [Signature]
DRAWN BY: [Signature]
CHECKED BY: [Signature]
DESIGNED BY: [Signature]
SCALE: AS SHOWN
PROJECT NUMBER: 275-194-006

SHEET NUMBER: M19
POV PROJECT: [Blank]
SHEET NUMBER OF: [Blank]

PARAMETRIX
3000 15th Avenue SW
Seattle, WA 98148
Tel: 206.465.1100
www.parametrix.com

SHEET CONTENTS:
DISCHARGE VAULT PLAN AND SECTION
DRAWING NUMBER