POULSBO AGREEMENT DISTRIBUTION SCHEDULE

SUBJECT: **Interlocal Agreement between Kitsap County and City of Poulsbo to form the Kitsap Peninsula Clean Runoff Collaborative**

CONFORM AS TO DATES & SIGNATURES

(X) Passed by the City Council: 04/16/2008
(X) Effective: 06/09/2008
(X) Completion: 02/15/2012
(X) Recorded: On file with Kitsap County Auditor KC-162-08

DISTRIBUTE CONFORMED COPIES AS FOLLOWS: email all re library drive

(_) City Attorney
(1) Clerk's Department: Original (Indexing/Scanning)
(_ Finance:
(_) Fire District #18
(_) Mayor
(_) Municipal Court
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(_) Parks/Recreation:
(_) Planning/Building:
(_) Police:
(X) Public Works:
(_) Public Works/Engineering: Terri Coe

City Clerk

08-20-2008
Date

KITSAP COUNTY
SSWM
Surface and Storm Water Management

Kitsap County Department of Public Works

June 12, 2008

Barry Loveless, PE, Director
City of Poulsbo Public Works
19050 Jensen Way NE
Poulsbo, WA 98370

Dear Barry,

Enclosed is a signed original of Kitsap County Interlocal Agreement KC-162-08. This Agreement provides for the City of Poulsbo's portion of the Kitsap Peninsula Clean Runoff Collaborative.

If you have any questions, please call the office at (360) 337-5662.

Sincerely,

K. Chapman

Kathryn Chapman
Surface and Stormwater Management

Enclosure

614 Division Street, MS-26A, Port Orchard, WA 98366 – (360) 337-5777

KC-162-08

INTERLOCAL AGREEMENT BETWEEN KITSAP COUNTY AND THE CITY OF POULSBO TO FORM THE KITSAP PENINSULA CLEAN RUNOFF COLLABORATIVE

I. PREAMBLE

This Interlocal Agreement (hereafter "AGREEMENT") is by and between Kitsap County (hereafter "COUNTY") whose principal offices are located at 614 Division Street, Port Orchard, WA, 98366 and the City of Poulsbo (hereafter "CITY") whose principal offices are located at 19050 Jensen Way N.E., Poulsbo, WA 98370.

II. RECITALS

Whereas, the Washington State Department of Ecology requires owners or operators of a municipal separate storm sewer system to obtain coverage under a Western Washington NPDES Phase II Municipal Stormwater Permit; and

Whereas, Permittees are required by Permit Section S5.C.1 to provide stormwater education and outreach programs designed to achieve measurable reductions in behaviors that cause or contribute to adverse stormwater impacts by February 16, 2009; and

Whereas, coordination among Permittees with adjoining or shared geographic areas is encouraged by Washington State Department of Ecology and enhances access to federal, state, and other financial and technical support; and

Whereas, Kitsap Peninsula residents share media sources and would benefit from consistent messaging across city and county boundaries; and

Whereas, municipal resource efficiency is increased and cost savings are realized through sharing expertise, expenses, and staff time to gain economies of scale and avoid duplication; and

Whereas, Kitsap County, United States Naval bases therein, and the cities of Poulsbo, Bremerton, Port Orchard, and Gig Harbor desire to form the Kitsap Peninsula Clean Runoff Collaborative to coordinate joint development and implementation of stormwater education and outreach programs.

NOW THEREFORE, the parties mutually agree as follows:

III. AGREEMENT

A. The Recitals set forth above are expressly incorporated into the Agreement by this reference.

B. This AGREEMENT consists of the following documents:

1. Interlocal Agreement
2. Exhibit A: Kitsap Peninsula Clean Runoff Collaborative Scope of Work and Budget

C. Purpose: The purpose of the AGREEMENT is to provide a mechanism through which COUNTY and CITY voluntarily collaborate in the development, implementation, and funding of stormwater education and outreach messages, materials, activities, and program assessment tools for the general public, businesses, and other target audiences as required by the NPDES Phase II Permit.

D. Payment and Funding: CITY will provide COUNTY funds in an amount not to exceed a total of $31,423 for the years 2008, 2009, 2010, and 2011. In accordance with Section I below, COUNTY agrees to send invoices to CITY representative for reimbursement of allowable expenses incurred as defined in Exhibit A.

E. Scope of Work: COUNTY and CITY shall perform duties and services as are listed in Exhibit A, attached hereon, and hereby referred to and made a part hereof by reference. Said services shall be performed in accordance with the approved Scope of Work and budget specified in Exhibit A, and as provided for in Section I of this AGREEMENT.

F. COUNTY and CITY Administrators: Jayna Ericson, SSWM Outreach and Education Coordinator, 614 Division Street MS 26-A, Port Orchard WA 98366 shall represent COUNTY in all matters pertaining to the services rendered under this AGREEMENT. All requirements of the CITY pertaining to the services and materials to be rendered under this AGREEMENT shall be coordinated through the COUNTY representative.

Poulsbo's Public Works Director shall represent the CITY in all matters pertaining to the services and materials to be rendered under this AGREEMENT. All requirements of the COUNTY pertaining to the services or materials to be rendered under this AGREEMENT shall be coordinated through the CITY representative.

Following a change of representative, COUNTY and CITY will inform the other party in writing within ten (10) working days.

G. Reporting: By January 31st of each year this AGREEMENT is in effect, COUNTY and CITY will jointly report the results of work conducted under this AGREEMENT in a manner that is mutually useful in the fulfillment of NPDES Permit reporting requirements for public education activities, as specified in Permit Section S9.E.2.c.

H. **Responsibilities of the Parties:** It is mutually understood that CITY will provide COUNTY with the following:

> Up to $31,423 over the duration of this AGREEMENT for development of educational materials, professional service fees, partial reimbursement of COUNTY administrative costs, and other expenses related to tasks as described in Exhibit A. CITY will also contribute staff time to attend meetings, provide input, conduct pertinent research, and participate in program development.

It is mutually understood that COUNTY will provide CITY with the following:

> COUNTY will provide administrative services and act as financial manager for this AGREEMENT and associated professional service contracts. COUNTY will also contribute staff time to facilitate meetings, provide input, conduct pertinent research, and participate in program development.

I. **Reimbursement:** CITY shall reimburse COUNTY for actual incurred costs upon presentation of a properly executed invoice. Costs shall be charged and funding reimbursed based upon appropriate program elements as defined in Exhibit A. COUNTY may exceed line item amounts within individual program element budgets, but shall not exceed the total budget for each individual program element without written approval of CITY. Reimbursement requests shall not be made to CITY more frequently than once a month. CITY shall reimburse COUNTY within thirty (30) days of receipt of a properly executed COUNTY invoice.

J. **Property:** Title to property purchased by COUNTY, the cost of which COUNTY has been reimbursed as a direct item of cost under this AGREEMENT, shall pass to and vest to COUNTY. Property purchased with funds delivered pursuant to this AGREEMENT may be used only for the performance of this AGREEMENT and shall be purchased in accordance with applicable state law and COUNTY purchasing policies.

K. **Assignment:** COUNTY may assign or subcontract any portion of the services provided within the terms of this AGREEMENT. All terms and conditions of the AGREEMENT shall apply to any approved subcontract or assignment related to this AGREEMENT.

L. **Indemnity:** Both COUNTY and CITY shall accept responsibility for any and all liability arising from acts of its own officers, employees, agents and contractors to the extent provided by law. Additionally, each party agrees to indemnify, defend, and hold harmless the other party, and its officers, agents, and employees for all claims (including demands, suits, penalties, losses, damages or costs of any kind whatsoever) including costs, expenses and reasonable attorney's fees, to the extent such a claim arises or is caused by the indemnifying party's own negligence or that of its officers, agents, or employees in performance of this Agreement.

Nothing contained in this section of this Agreement shall be construed to create a liability or a right of indemnification in any third party.

This section shall survive the expiration of this Agreement.

M. **Amendments:** The parties hereby further agree that this AGREEMENT cannot be amended or modified without the written concurrence of both parties.

N. **Termination:** Either party to this AGREEMENT may elect to terminate this AGREEMENT for any reason by delivering a sixty (60) day written notice of intent to terminate to the other party. In the event of such termination, COUNTY shall be compensated for the actual costs incurred prior to the time of written notification of contract termination.

O. **Duration:** This AGREEMENT shall commence on the date of execution, and shall remain in effect through February 15, 2012.

P. **RECORDING**. Pursuant to RCW 39.34.040, this Agreement shall be filed with the Kitsap County Auditor.

Q. **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.

R. **GOVERNING LAW**. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

S. **VENUE**. The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Kitsap County, Washington.

T. **MULTIPLE ORIGINALS**. This Agreement may be executed in multiple copies, each of which shall be deemed an original.

U. **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.

IN WITNESS WHEREOF, this Agreement was executed by the parties on the dates hereinafter indicated.

DATED this 7th day of May, 2008.

CITY OF POULSBO

Kathryn Quade, Mayor

ATTEST

Karol Jones
CLERK

Approved as to form:

DATED this 9th day of June, 2008.

KITSAP COUNTY
BOARD OF COMMISSIONERS

Stephen Bauer, Chair

Jan Angel, Commissioner

Josh Brown, Commissioner

ATTEST

OPAL ROBERTSON
Clerk of the Board

Approved as to form by the County Prosecutor's Office

EXHIBIT A:
KITSAP PENINSULA CLEAN RUNOFF COLLABORATIVE
Scope of Work and Budget

A. GOALS, OBJECTIVES, AND TASKS

Goals:

1. **Design and implement stormwater education and outreach programs to achieve measurable reductions in behaviors that cause or contribute to adverse stormwater impacts.**
2. **Realize cost savings and increase municipal resource efficiency by sharing expertise, expenses, and staff time to gain economies of scale and avoid duplication.**
3. **Benefit citizens of the Kitsap Peninsula by providing consistent outreach and messaging.**
4. **Gain enhanced access to federal, state, and other financial and technical support through coordination among Permittees with adjoining or shared geographic areas.**
5. **Obtain compliance with NPDES Phase II Municipal Stormwater Permit requirements for Section S5.C.1, Public Education and Outreach.**

The Kitsap Peninsula Clean Runoff Collaborative is committed to achieving the following objectives by February 16, 2009:

Objective 1 **Identify target audiences and characterize associated behavior and demographic trends.**

Task 1.1 Contract consultant services to design and conduct a survey for the general public that:

- Can be used to characterize current behaviors and associated demographic trends;
- Will serve as a baseline against which behavior change can be measured;
- Is in a format that can be repeated;
- Produces data of statistical quality that is useful to all participating jurisdictions; and
- Can determine the extent to which Kitsap Peninsula audiences can be generalized to those of the eastern Puget Sound metropolitan area, as well as within urban vs. rural areas of the Kitsap Peninsula.

Task 1.2 Identify appropriate baseline behavior assessment tools and/or gather existing data on specific sectors within the general public (businesses, Permittee employees, etc.) for whom standard telephone survey techniques may not be effective.

<u>Objective 2</u> Identify and prioritize practices to be addressed by behavior-change campaigns.

Task 2.1 List behaviors that are most likely contributing to adverse stormwater impacts based on knowledge of local pollution problems. Consider behaviors relevant to each target audience.

Task 2.2 Prioritize behaviors and associated target audiences to be addressed by social marketing campaigns using factors including but not limited to:

- Baseline behavior survey results;
- Scope of problem as identified by water quality data and inspection/ investigation results;
- Presence/absence of existing local programs that address the behavior and effectiveness of those programs;
- Literature search of relevant articles and reports for programs applicable to the target audience; and
- Degree to which identified behaviors are single, simple, doable, and measurable.

<u>Objective 3</u> Commence the design of a social marketing campaign with built-in evaluation protocols for the highest priority behavior.

Task 3.1 Conduct formative researches on the highest priority behavior, which may include:

- Reviewing other program designs, management approaches, and evaluation strategies;
- Adopting a campaign approach that has been thoroughly evaluated and proven successful in a similar community; and/or
- Using focus groups or other survey tools to garner in-depth information on attitudes and practices relative to the behavior, identify barriers and benefits of the target audience adopting the behavior, and get ideas for potential campaign strategies.

Task 3.2 Develop a campaign strategy based on barrier/benefit research that includes an evaluation plan with specific, measurable, and achievable outcomes.

The Kitsap Peninsula Clean Runoff Collaborative is committed to achieving the following objectives by February 15, 2012:

<u>Objective 4</u> Implement social marketing campaign for the highest priority behavior.

Task 4.1 Test the campaign strategy on a small segment of the population, using focus groups and/or pilot studies to refine and reevaluate the strategy.

Task 4.2 Implement the campaign across the community, assessing effectiveness at proper intervals, documenting progress, and changing the campaign

strategy as necessary to achieve defined outcomes.

Task 4.3 Continue the program at an appropriate level once measurements indicate increased adoption of the behavior in the target audience.

Objective 5 Implement additional campaigns using a phased approach for each prioritized behavior and associated target audience.

Objective 6 Use adaptive management to refine programs and direct education and outreach resources most effectively.

Objective 7 Track and maintain records of education and outreach activities.

Objective 8 Pursue grants and other funding opportunities as available and appropriate.

Objective 9 Enhance public awareness of and access to information resources.

Task 9.1 Brand the Collaborative with a name, slogan, and logo that the public can relate to.

Task 9.2 Create an independent website that serves as a stormwater education clearinghouse for residents and businesses.

Objective 10 Strengthen existing partnerships.

Task 10.1 Coordinate messages and activities with other entities involved in stormwater education and outreach programs (Regional STORM Program; West Sound Watersheds Council; Puget Sound Partnership ECO Network; KEEP)

Task 10.2 Seek opportunities to optimize partnerships with non-permitted entities including but not limited to the Kitsap County Health District, Kitsap Conservation District, Washington SeaGrant, WSU Extension, Chambers of Commerce, Local Source Control Specialists, professional associations, and non-profit environmental organizations

II. B. BUDGET

Table 1 shows maximum annual budget for years 2008, 2009, 2010, and 2011 by program element. Elements in blue indicate program costs that will be shared among jurisdictions based on relative population sizes. The pre/post survey element in years one and four will be paid for individually, with Kitsap County contributing a maximum of $20,000; Bremerton contributing a maximum of $10,000; and the Navy, Port Orchard, Poulsbo, and Gig Harbor each contributing a maximum of $5,000. Table 2 shows the total maximum annual budget by jurisdiction, representing both shared and individual costs. The Collaborative will make every effort to minimize actual costs by selecting competitive bids for professional services, and by pursuing grants and other funding sources as available and appropriate.

Table 1. Maximum budget for all program elements

Program Element	Year 1 2008	Year 2 2009	Year 3 2010	Year 4 2011	Program Total
Outreach & Education Coordinator (1 FTE)	77,197	81,070	85,118	89,369	**332,754**
Website	2,500	2,000	2,200	2,400	**9,100**
Campaign development and implementation	36,000	97,000	112,000	86,000	**331,000**
Shared Elements Subtotal[1]	**115,697**	**180,070**	**199,318**	**177,769**	**672,854**
Pre/Post Survey[2] Unincorporated KC = $20K Bremerton = $10K Jurisdictions <10,000 = $5K ea	50,000	0	0	50,000	**100,000**
TOTAL	**165,697**	**180,070**	**199,318**	**227,769**	**772,854**

[1] Costs shared based on relative population size
[2] Individual jurisdiction costs

Table 2. Maximum program budget per jurisdiction

Jurisdiction	Year 1 2008	Year 2 2009	Year 3 2010	Year 4 2011	Program Total
Kitsap County (71.6%)	102,831	128,918	142,698	147,270	**521,717**
Bremerton (15.1%)	27,448	27,156	30,059	36,809	**121,472**
Navy (3.8%)	9,362	6,789	7,515	11,703	**35,369**
Port Orchard (3.5%)	9,068	6,332	7,009	11,251	**33,660**
Poulsbo (3.2%)	8,684	5,733	6,346	10,660	**31,423**
Gig Harbor (2.9%)	8,303	5,142	5,691	10,076	**29,212**
TOTAL	**165,696**	**180,070**	**199,318**	**227,769**	**772,853**