POULSBO AGREEMENT DISTRIBUTION SCHEDULE

SUBJECT: **Kitsap County – West Sound Stormwater Outreach Group (ILA)**

CONFORM AS TO DATES & SIGNATURES

(X) Approved by the City Council: 11/20/13
(X) Completion: 12/31/16
(X) Recorded: Posted to City website

DISTRIBUTE CONFORMED COPIES AS FOLLOWS:

(_) City Attorney
(1) Clerk's Department: Original
(X) Posted to Library Drive
(X) Posted to Web Site
(_) Finance:
(_) Fire District #18
(_) Mayor
(_) Municipal Court
(_) MRSC
(_) Parks/Recreation
(_) Planning/Building
(_) Police
(_) Public Works/Engineering:

Kylie Purves
City Clerk

March 17, 2014
Date

INTERLOCAL AGREEMENT
BETWEEN KITSAP COUNTY AND
THE CITY OF POULSBO
TO FORM THE WEST SOUND STORMWATER OUTREACH GROUP

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 200 NE Moe Street, 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 ("Permit"); and

Whereas, mutual benefits will accrue to the parties hereto and the people which each serves in the cooperative implementation of the West Sound Stormwater Outreach Group. The Interlocal Cooperation Act, ch. 39.34 RCW, further authorizes the parties hereto to enter into this AGREEMENT; 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; 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, West Sound 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 and the cities of Poulsbo, Bremerton, Port Orchard, Gig Harbor, Bainbridge Island and Port Angeles desire to continue working together as the West Sound Stormwater Outreach Group to coordinate joint development and implementation of stormwater education and outreach programs.

NOW THEREFORE, the parties mutually agree as follows:

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 $16,050 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

fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

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

DATED this 30 day of JAN ,2014 **DATED** this 24 day of FEB. ,2014

CITY OF POULSBO

Becky Erickson, Mayor

ATTEST

City Clerk

BOARD OF COUNTY COMMISSIONERS
KITSAP COUNTY, WASHINGTON

Charlotte Garrido, Chair

Robert Gelder, Commissioner

Linda Streissguth, Commissioner

ATTEST:

Dana Daniels, Clerk of the Board

BOARD OF COMMISSIONERS STATE OF WASHINGTON KITSAP COUNTY

Approved as to form by the City Attorney

Task 2.2 Continue to achieve sustained awareness and practice of proper pet waste management.

- Update the Education & Outreach Plan for Pet Waste in Backyards, including a strategy for sustained awareness for the current Permit term.
- Update the Education & Outreach Plan for Pet Waste in Public Places, including a strategy for continued awareness and behavior adoption for the current Permit term, leading to sustainable growth and maintenance of the Mutt Mitt Program.

Objective 3 Select one new behavior and target audience. Review and prioritize the list of NPDES Permit audiences and practices to be addressed by a behavior change campaign. Revise as necessary based on emerging issues, opportunities, and evaluation results.

Task 3.1 Assess practices that are most likely contributing to adverse stormwater impacts based on regional reports, studies, and knowledge of local pollution problems. Consider the scope of the problems as identified by reports, water quality data, and inspection/investigation results.

Task 3.2 Evaluate behaviors targeted for social marketing campaigns using factors such as:

- Attitude and behavior survey data, such as the Puget Sound Partnership's General Opinion Survey and Sound Behavior Index results;
- Applicability of the issue across the West Sound region;
- Availability of existing, effective programs that can be modeled;
- Opportunities to collaborate with others involved in stormwater outreach programs;
- Degree to which behaviors are single, simple, doable, and measurable; and
- Findings from Task 3.1.

Objective 4 Design or adopt a social marketing campaign with built-in evaluation protocols for the highest priority behavior from Objective 3.

Task 4.1 Conduct formative research, 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
- Utilize focus groups or other survey tools to garner in-depth information on attitudes and practices relative to the behavior, and identify barriers and benefits of the target audience adopting the behavior.

Task 4.2 Develop a campaign strategy based on research from Task 4.1 that includes an evaluation plan with specific, measurable, and achievable outcomes.

B. BUDGET

Table 1 shows the annual budget for years 2014 through 2016. The annual Staff Time budget of $43,720 is for 0.5 FTE of a Kitsap County Education & Outreach Coordinator's time to administer the Interlocal Agreement and manage outreach programs identified in the annual work plan on behalf of the WSSOG. This funding also includes coordination with STORM, the Puget Sound Starts Here campaign development team, ECO Nets, and all associated travel expenses; as well as administrative duties such as financial tracking and management. The annual staff time budget will be shared by all WSSOG jurisdictions in proportion to their relative population size, as shown in Table 1.

The annual Outreach Base Programs budget of $65,020 will be used to implement joint programs prioritized by the group and agreed upon for inclusion in the WSSOG annual work plan. This may include activities such as the Mutt Mitt Program, backyard pet waste outreach, reporting hotline promotion, advertising, business outreach, local implementation of the Puget Sound Starts Here campaign, newsletters and literature development, priority behavior change programs, member capacity building, and evaluation/surveys. The WSSOG 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.

The annual Supplemental Programs Budget was added to accommodate several jurisdictions that expressed a desire for additional outreach support. This allows flexibility for jurisdictions to customize a suite of outreach options to meet the needs of their communities. Rates for elementary classroom lessons were based on County staff time for lesson preparation, teaching time, and travel. Cinema ad rates were based on real charges incurred for similar advertising in 2012.

Table 1. Annual budget for all program elements

Jurisdiction	Population (2013)	Relative Population	Staff Time	Base Programs Budget	Supplemental Programs Budget	Annual Cost per Jurisdiction
Unincorporated KC	170,505	60.7%	$26,540	$39,460	N/A	$66,000
Bremerton	37,850	13.5%	$5,900	$8,780	$0	$14,680
Bainbridge Island	23,190	8.3%	$3,630	$5,400	$0	$9,030
Port Angeles	19,120	6.8%	$2,970	$4,420	$900[2]	$8,290
Port Orchard	12,870	4.6%	$2,010	$2,990	$860[3]	$5,860
Poulsbo	9,585	3.4%	$1,490	$2,210	$1,650[4]	$5,350
Gig Harbor	7,670	2.7%	$1,180	$1,760	$2,700[5]	$5,640
TOTAL	280,790	100.0%	$43,720	$65,020	$4,660	$114,850

[2] Includes funding for 2 months of cinema ads in Port Angeles.
[3] Includes 4 elementary school classroom lessons at $215 each.
[4] Includes 6 elementary school classroom lessons at $275 each.
[5] Includes funding for 2 months of cinema ads at the Galaxy Uptown Theatre in Gig Harbor.