

POULSBO AGREEMENT DISTRIBUTION SCHEDULE

SUBJECT: 2019-051 ILA with Kitsap County for the West Sound Stormwater Outreach Group

CONFORM AS TO DATES & SIGNATURES

- Approved by the Mayor: 10/16/19
- Approved by the City Council: _____
- Completion: 12/31/22
- Recorded: _____
- Certificate of Liability: _____

DISTRIBUTE CONFORMED COPIES AS FOLLOWS:

- City Attorney
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- Mayor
- Other: _____

Rhiannon Fernandez
City Clerk

12/09/19
Date

**INTERLOCAL AGREEMENT
BETWEEN KITSAP COUNTY AND
THE CITY OF POULSBO
FOR THE WEST SOUND STORMWATER OUTREACH GROUP**

I. PREAMBLE

This Interlocal Agreement (hereafter "AGREEMENT") is by an between Kitsap County (hereafter "COUNTY") whose principal offices are located at 614 Division Street, Port Orchard, Washington 98366 and the City of Poulsbo (hereafter "CITY") whose principal offices are located at 200 NE Moe Street, Poulsbo, Washington 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, 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, chapter 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 to work 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:

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: West Sound Stormwater Outreach Group 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 \$9,421 in 2020, \$9,956 in 2021, and \$9,956 in 2022, for a total of \$29,333 for the years 2020 through 2022 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 hereto and incorporated herein by this 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:**

The "West Sound Stormwater Outreach Group" is a collective of local jurisdictions and is not a separate legal entity. Accordingly, Michelle Perdue, Stormwater Monitoring & Outreach Manager, 614 Division Street, MS-26A, Port Orchard, Washington 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.

Anja Hart, Stormwater Program Manager, 200 NE Moe Street, Poulsbo, Washington 98370, 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 \$29,333 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 the 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 December 31, 2022.
- 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 the 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 10 day of October, 2019

CITY OF POULSBO

Becky Erickson
Becky Erickson, Mayor

DATED this 25 day of November 2019

BOARD OF COUNTY COMMISSIONERS
KITSAP COUNTY, WASHINGTON

E. E. Wolfe
Edward E. Wolfe, Chair

ATTEST:

Charlotte Garrido
Charlotte Garrido, Commissioner

[Signature]
City Clerk

Robert Gelder
Robert Gelder, Commissioner

Approved as to Form:

James E. Henry
City Attorney

ATTEST:

Dana Daniels
Dana Daniels, Clerk of the Board

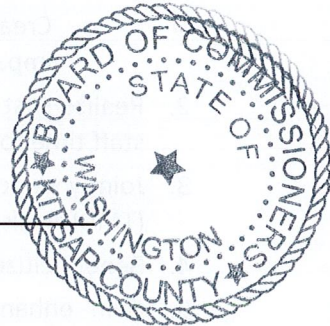


EXHIBIT A:
WEST SOUND STORMWATER OUTREACH GROUP
Scope of Work & Budget for 2020–2022

Kitsap County and the Cities of Poulsbo, Bremerton, Port Orchard, and Gig Harbor have been working to jointly develop, implement, and fund NPDES Municipal Stormwater Permit-required outreach via interlocal agreements since 2008. With the additions of Bainbridge Island and Port Angeles in 2012, the group assumed the name of West Sound Stormwater Outreach Group (WSSOG), to represent the regional scope and to align with other similar groups across Puget Sound under the Stormwater Outreach for Regional Municipalities (STORM) umbrella.

A. GOALS, OBJECTIVES, AND TASKS

Goals:

1. Work cooperatively to help meet the requirements for compliance with NPDES Phase II Municipal Stormwater Permit Section S5.C.1, Public Education and Outreach, through the implementation of “education and outreach program[s] designed to:
 - Build general awareness about methods to address and reduce impacts from stormwater runoff;
 - Effect behavior change to reduce or eliminate behaviors and practices that cause or contribute to adverse stormwater impacts;and, when possible,
 - Create stewardship opportunities that encourage community engagement in addressing the impacts from stormwater runoff.”¹
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. Jointly work to help fulfill education and outreach requirements of local Total Maximum Daily Loads (TMDLs), also known as Water Pollution Cleanup Plans.
4. Benefit citizens of the West Sound region by providing consistent outreach and messaging.
5. Gain enhanced access to federal, state, and other financial and technical support through coordination among Permittees with adjoining or shared geographic areas.

Objectives & Tasks:

Objective 1 Develop and adhere to an annual work plan for each year of this interlocal agreement.

Task 1.1 Jointly develop a work plan for each year by January 31 of 2020, 2021, and 2022.

¹ Washington State Department of Ecology, *Western Washington Phase II Municipal Stormwater Permit* (2019) p.14.

- Objective 2 Build on existing successful efforts by maintaining elevated awareness levels and environmentally positive behavior trends for one target audience and behavior selected during the previous Permit term (pet owners/proper disposal of pet waste).
- Task 2.1 Review available survey results to determine impact of existing outreach efforts.
- Task 2.2 Continue to achieve sustained awareness and practice of proper pet waste management.
- Continue to implement the Pet Waste in Public Places campaign, including a strategy for continued awareness and behavior adoption for the current Permit term using adaptive management as necessary, promoting maintenance of the Mutt Mitt Program and supporting growth where indicated.
 - Encourage home scooping through distribution of the “We Scoop” stickers at select events. When appropriate, run ads that encourage scooping at home.
- Objective 3 Design a social marketing campaign with built-in evaluation protocols for one new target audience and behavior (DIY homeowners with kids or pets/using safer yard care products).
- Task 3.1 Develop a campaign strategy based on previously performed or locally available and applicable research that includes an evaluation plan with specific, measurable, and achievable outcomes. Revise as necessary based on emerging issues, opportunities, and evaluation results.
- Objective 4 Implement the social marketing campaign designed in Objective 3.
- 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 Use adaptive management to refine programs and direct education and outreach resources most effectively.
- Task 5.1 Take advantage of mutually beneficial outreach opportunities that fall within the NPDES Permit-required scope of audiences and behaviors, regardless of prioritization ranking.
- Task 5.2 Seek opportunities to share among member jurisdictions the existing outreach efforts to audiences not prioritized within the WSSOG activities, such that these efforts are beneficial to all members.
- Task 5.3 Pursue grants and other funding opportunities as available and appropriate.

Objective 6 Represent the WSSOG on larger regional stormwater outreach efforts through participation as a contributing member of STORM and the Puget Sound Starts Here (PSSH) campaign development team.

Task 6.1 Help implement the STORM Strategic Plan and annual Work Plan to achieve results of use and benefit to the WSSOG.

Task 6.2 Promote capacity building among STORM and WSSOG members to raise the caliber of collective outreach in the region.

Task 6.3 Support development and implementation of the PSSH awareness campaign in conjunction with on the ground local behavior change programs.

Task 6.4 Participate in regional work groups on targeted behaviors (e.g.: Pet Waste, Natural Yard Care, Mobile Businesses, etc.)

Objective 7 Track and maintain records of education and outreach activities. Publish an annual summary of activities that is suitable for use in NPDES reporting.

B. BUDGET

Table 1 shows the annual budget for years 2020 through 2022. The annual Staff Time budget of \$56,198 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 \$82,599 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 implementation of the Mutt Mitt Program, backyard pet waste outreach, natural yard care outreach, reporting hotline promotion, advertising, local implementation of the Puget Sound Starts Here campaign, outreach collateral development and production, other priority behavior change programs, evaluation/surveys/focus groups/studies, and/or professional services to achieve any of these activities or tasks. 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 2019. To meet the needs of jurisdictions who utilize biennial budget cycles, year 2020 and years 2021-22 were calculated on separate charts.

Table 1. Annual budget for all program elements - 2020.

Jurisdiction	Population Est. 2019 (OFM)	Relative Population	Staff Time Budget	Base Programs Budget			Suppl. Programs Budget	Annual Cost per Jurisdiction
				Programs	PSSH & Mutt Mitt	BPB Total		
Unincorp. KC	177,930	59.2%	\$33,277	\$41,626	TBD	\$41,626	\$0	\$74,903
Bremerton	42,080	14.0%	\$7,870	\$9,845	\$2,500	\$12,345	\$0	\$20,214
Bainbridge Island	24,520	8.2%	\$4,586	\$5,736	\$2,500	\$8,236	\$0	\$12,822
Port Angeles	19,620	6.5%	\$3,669	\$4,590	\$1,750	\$6,340	\$2,200 ¹	\$12,209
Port Orchard	14,390	4.8%	\$2,691	\$3,367	\$2,550	\$5,917	\$860 ²	\$9,468
Poulsbo	11,180	3.7%	\$2,091	\$2,616	\$1,965	\$4,581	\$2,750 ³	\$9,421
Gig Harbor	10,770	3.6%	\$2,014	\$2,520	\$500	\$3,020	\$3,900 ⁴	\$8,934
TOTAL	300,490	100.0%	\$56,198	\$70,299	\$11,765	\$82,064	\$9,710	\$147,971

PSSH & Mutt Mitt column represents a budget guideline for these two items per jurisdiction.

¹ Includes funding for 3 months of cinema ads in Port Angeles.

² Includes funding for 4 elementary school classroom lessons at \$215 each in Port Orchard.

³ Includes funding for 6 elementary school classroom lessons at \$275 each, and cinema ads in Poulsbo.

⁴ Includes funding for 3 months of cinema ads in Gig Harbor.

Table 2. Annual budget for all program elements – 2021 & 2022.

Jurisdiction	Population Est. 2019 (OFM)	Relative Population	Staff Time Budget	Base Programs Budget			Suppl. Programs Budget	Annual Cost per Jurisdiction
				Programs	PSSH & Mutt Mitt	BPB Total		
Unincorp. KC	177,930	59.2%	\$33,277	\$41,626	TBD	\$41,626	\$0	\$74,903
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Port Orchard	14,390	4.8%	\$2,691	\$3,367	\$2,550	\$5,917	\$860 ²	\$9,468
Poulsbo	11,180	3.7%	\$2,091	\$2,616	\$2,500	\$5,116	\$2,750 ³	\$9,956
Gig Harbor	10,770	3.6%	\$2,014	\$2,520	\$500	\$3,020	\$3,900 ⁴	\$8,934
TOTAL	300,490	100.0%	\$56,198	\$70,299	\$12,300	\$82,599	\$9,710	\$148,506

PSSH & Mutt Mitt column represents a budget guideline for these two items per jurisdiction.

¹ Includes funding for 3 months of cinema ads in Port Angeles.

² Includes funding for 4 elementary school classroom lessons at \$215 each in Port Orchard.

³ Includes funding for 6 elementary school classroom lessons at \$275 each, and cinema ads in Poulsbo.

⁴ Includes funding for 3 months of cinema ads in Gig Harbor.



KITSAP COUNTY DEPARTMENT OF PUBLIC WORKS

614 DIVISION STREET (MS-26), PORT ORCHARD, WA 98366-4699 | KITSAP1: 360.337.5777 | KITSAPGOV.COM

December 4, 2019

Anja Hart, Stormwater Program Manager
City of Poulsbo
200 NE Moe ST
Poulsbo, WA 98370

RE: Contract KC-517-19; 2020-2022 West Sound Stormwater Outreach Group ILA

Dear Anja:

Enclosed for your file is a fully-executed copy of Contract KC-517-19.

Sincerely,

Karen Hagstrom
Office Support Specialist
Stormwater Division
(360) 337-5662
kdhagstr@co.kitsap.wa.us

enclosures

