

**INTERLOCAL AGREEMENT  
BETWEEN KITSAP COUNTY AND  
WSU – KITSAP EXTENSION**

**I. PREAMBLE**

This Interlocal Agreement (hereafter "AGREEMENT") is by and between Kitsap County, a municipal corporation whose principal offices are located at 614 Division Street, Port Orchard, WA, 98366 and WSU – Kitsap Extension (hereafter Kitsap Extension) whose principal offices are at 345 6<sup>th</sup> ST, Suite 550, Bremerton, WA 98337.

**II. RECITALS**

Kitsap County Board of Commissioners enacted Chapter 12.36 of the Kitsap County Code creating Kitsap County's Surface and Stormwater Management Program, now know as Clean Water Kitsap (CWK), for the purpose of establishing a comprehensive approach to stormwater management pursuant to Chapter 36.89 Revised Code of Washington. Chapter 12.36 KCC further authorizes the Director of Public Works to coordinate stormwater management programs and services by forming Interlocal or operating agreements with other departments, governmental entities or special districts in order to achieve a comprehensive approach to surface water management.

A multi-Program Partnership consisting of the Kitsap County Public Works Department, Kitsap County Department of Community Development, Kitsap Public Health District, Kitsap Conservation District and Washington State University Extension Program identified areas of responsibility, program elements, and budgets consistent with Chapter 12.36 KCC. These agencies have formed the CWK Program Partnership for the purpose of coordinating program implementation and administration.

COUNTY and KITSAP EXTENSION desire to enter into an AGREEMENT for the implementation of the CWK Program. Mutual benefits will accrue to the parties hereto and the people which each serves in the cooperative implementation of the Clean Water Kitsap Partnership. The Interlocal Cooperation Act, R.C.W. 39.34, further authorizes the parties hereto to enter into this AGREEMENT.

This AGREEMENT consists of the following documents:

1. Interlocal Agreement
2. WSU-Kitsap Extension 2015 Scope of Work and Budget

ACCORDINGLY, THE PARTIES AGREE AS FOLLOWS:

III. AGREEMENT

1. Purpose

The purpose of the AGREEMENT will provide a mechanism for implementation of the Clean Water Kitsap Program.

2. Funding

Funding for services provided shall be obtained from revenues derived from service charges authorized under Chapter 12.36 KCC and assessed annually on parcels of real property in unincorporated Kitsap County. The COUNTY and the KITSAP EXTENSION shall endeavor to seek and obtain, whenever possible, grants or other external funding sources to minimize the financial burden to the citizens of unincorporated Kitsap County.

3. Scope of Work

KITSAP EXTENSION shall perform such duties and services as are listed on 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 AGREEMENT. All services funded under this AGREEMENT shall be provided exclusively within the boundaries of unincorporated Kitsap County.

4. Kitsap County Representative

The Director of Public Works, or his/her designee, shall represent the Department of Public Works and the COUNTY in all matters pertaining to the services to be rendered under this AGREEMENT; all requirements of COUNTY pertaining to the services and materials to be rendered under this AGREEMENT shall be coordinated through said County representative.

5. WSU – Kitsap Extension Representative

The Director of KITSAP EXTENSION, or his/her designee, shall represent the KITSAP EXTENSION in all matters pertaining to the services and materials to be rendered under this AGREEMENT; all requirements of Kitsap Extension pertaining to the services or materials to be rendered under this AGREEMENT shall be coordinated through said Kitsap Extension representative.

**6. Program Reporting**

KITSAP EXTENSION shall produce a mid-year and a year-end report summarizing the work performed and evaluating the performance and results of the work performed pertaining to this AGREEMENT.

Progress reports shall include, but are not limited to, the following information:

- a. A description of work performed during the period and progress made to date, including monitoring data or performance indicators that reflect effectiveness of the program elements as set forth in Exhibit A – Scope of Services.
- b. Status of the project schedule.
- c. Description of any adverse conditions that have affected the program objectives and/or time schedules, and actions taken to resolve these issues.

Progress reports shall be submitted as follows:

Mid Year Report (January 1 to June 30) due July 31, 2015

Year End Report (January 1 to December 31) due January 31, 2016

The Year End Report shall contain a summary of major accomplishments realized during the year. The report will be written in such a manner so as to allow a summary paragraph to be excerpted from the report and incorporated into the CWK Annual Executive Summary Report. KITSAP EXTENSION shall also be responsible for submitting additional information to be included in the Annual Executive Summary Report. This information shall include, but not be limited to, photographs, slides, and any other graphics that would enhance the content and/or appearance of the Annual Executive Summary Report.

**7. Performance Analysis**

COUNTY Representative shall complete a semi-annual performance analysis evaluating the services provided under the AGREEMENT for effectiveness and compliance with the program elements set forth in Chapter 12.36 KCC and shall report to the CWK Program Partnership.

**8. CWK Agency Committee**

The KITSAP EXTENSION shall participate on the existing CWK Program Partnership. The Kitsap Extension representative shall represent the KITSAP EXTENSION on the CWK Program Partnership. The Director of Public Works and the Stormwater Management Program Manager shall represent COUNTY on the CWK Program Partnership. A representative from the Kitsap County Department of Community Development shall represent that agency on the CWK Program Partnership. A representative of the Kitsap Public Health District shall represent that agency on the CWK Program Partnership. The CWK Program Partnership shall hold quarterly meetings which shall focus on the following:

- a. Evaluating program performance to ensure that the program funding is used in the most effective manner.
- b. Ensuring that the CWK Program addresses water quality issues of most concern to the public.
- c. Providing a means to coordinate water quality programs among agencies to capitalize on each others efforts and avoid duplication of activities.
- d. Providing a direct and effective means of communication among CWK Program agencies.
- e. Making recommendations for program revisions to the Director of Public Works and the Kitsap County Board of Commissioners.

#### 9. Reimbursement

COUNTY shall reimburse KITSAP EXTENSION only for actual incurred costs upon presentation of a properly executed invoice in a form approved by COUNTY. Costs shall be charged and funds reimbursed based upon appropriate program elements and cost categories as defined in Exhibit A. The sum of KITSAP EXTENSION reimbursement requests during the duration of this Agreement shall not exceed **\$105,000** the budget for all program elements combined as identified in Exhibit A which has been incorporated by reference. The Kitsap County Board of Commissioners must approve any payment request by KITSAP EXTENSION exceeding this maximum reimbursement amount in advance of the payment. KITSAP EXTENSION may exceed line item amounts within individual program element budgets, but shall not exceed the total budget for each individual program element without the approval of the Director of Public Works. Reimbursement requests shall not be made more frequently than once a month. COUNTY reserves the right to withhold payments pending timely delivery of progress reports or documents as may be required under this AGREEMENT. COUNTY shall reimburse KITSAP EXTENSION within 30 days of receipt of a properly executed Kitsap Extension invoice.

#### 10. Documentation of Costs & Maintenance of Records

KITSAP EXTENSION shall maintain all books, documents, receipts, invoices and records including payroll records necessary to sufficiently and properly reflect the expenditure of COUNTY funds. The accounting records must provide for a separate recording and reporting of all CWK Program receipts and expenditures. Financial records pertaining to matters authorized by this AGREEMENT are subject to inspection and audit by representatives of COUNTY or the State Auditor upon request. Financial records shall be preserved and made available to COUNTY and its agents for a period of six (6) years after the end of this AGREEMENT or, in the event of an audit, records shall be kept until the audit is completely resolved.

#### 11. Property

Title to property purchased by KITSAP EXTENSION, the cost of which KITSAP EXTENSION has been reimbursed as a direct item of cost under this AGREEMENT, shall pass to and vest to KITSAP EXTENSION. 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.

**12. Assignment**

KITSAP EXTENSION shall not assign or subcontract any portion of the services provided within the terms of this AGREEMENT without obtaining prior written approval of COUNTY. All terms and conditions of the AGREEMENT shall apply to any approved subcontract or assignment related to this AGREEMENT.

**13. Nondiscrimination**

KITSAP EXTENSION and COUNTY agree to comply with all applicable local, state, and/or federal laws and ordinances, and agree that they shall not discriminate in their employment practices or delivery of services or other activities on the grounds of race, color, religion, national origin, age, sex, marital status, veteran status, sexual orientation, or the presence of any sensory, mental or physical handicap. KITSAP EXTENSION and KITSAP COUNTY shall ensure that any subcontractor shall fully comply with this paragraph.

**14. Compliance with Laws**

KITSAP EXTENSION shall comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations applicable to the performance of this AGREEMENT. KITSAP EXTENSION agrees to comply with all the provisions of the Americans with Disabilities Act and all regulations interpreting or enforcing such act.

**15. Indemnity**

It is understood and agreed that this AGREEMENT is solely for the benefit of the parties hereto and gives no right to any other party. No joint venture or partnership is formed as a result of this AGREEMENT. Each party hereto agrees to be responsible and assumes liability for its own negligent acts or omissions, and those of its officers, agents, and employees to the fullest extent required by law, and agrees to save, indemnify, defend, and hold the other party harmless from any such liability. In the case of negligence of both the COUNTY and KITSAP EXTENSION, any damages allowed shall be levied in proportion to the percentage of negligence attributable to each party, and each party shall have the right to seek contribution from the other party in proportion to the percentage of negligence attributable to the other party.

This indemnification clause shall also apply to any and all causes of action arising out of the parties good faith performance of work activities under this AGREEMENT. Each contract for services or activities utilizing funds provided in whole or in part by this AGREEMENT shall include a provision that KITSAP COUNTY is not liable for damages or claims from damages arising from any subcontractor's performance or activities under the terms of the contracts.

Solely to effectuate this indemnification and solely to the extent necessary to do so, the parties waive immunity granted under the Washington Industrial Insurance Act, Title 51 RCW. This waiver has been mutually negotiated and agreed to by the parties. The provision of this section shall survive the expiration or termination of the Agreement.

**16. Insurance**

The KITSAP EXTENSION certifies that it is part of a liability insurance pool or maintains appropriate liability insurance policies and agrees to pay for all losses for which KITSAP EXTENSION is found liable.

Upon request of the County, the KITSAP EXTENSION shall furnish proof of liability insurance including policy limits.

The KITSAP EXTENSION agrees to comply with all State requirements related to Workers Compensation Insurance.

**17. Amendments to Agreement**

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

**18. Modification for Funding Reasons**

COUNTY may negotiate modification of the AGREEMENT at any time if revenue generated from CWK Program service charge is reduced or limited in any way after the effective date of this agreement

**Termination**

Either party to this AGREEMENT may elect to terminate this AGREEMENT for any reason by delivering a thirty (30) day written notice of intent to terminate to the other party. In the event of such termination, KITSAP EXTENSION shall be compensated for the actual costs incurred prior to the time of notification of contract termination.

**20. Duration of Agreement**

This Agreement is in effect from the January 1, 2015 through December 31, 2015.

21. Filing

This AGREEMENT shall be filed with the County Auditor following execution by all parties.

EXECUTED THIS 13<sup>th</sup> DAY OF July 2015

DEPARTMENT OF KITSAP  
EXTENSION – WSU

BOARD OF COUNTY COMMISSIONERS  
KITSAP COUNTY, WASHINGTON

Recommended by:

*Renee Overath*  
RENEE OVERATH, Director

*Robert Gelder*  
ROBERT GELDER, Chair

Approved by:

*Christine R. Hoyt 6-22-15*  
CHRISTINE R. HOYT,  
Contracts Manager, WSU Office of  
Finance and Administration

*E. E. Wolfe*  
EDWARD E. WOLFE, Commissioner

*Charlotte Garrido*  
CHARLOTTE GARRIDO, Commissioner

ATTEST:

*Dana Daniels*  
Dana Daniels, Clerk of the Board



## 2015 WSU Kitsap County Extension Education & Public Involvement

### Kitsap Stream Stewards

Goal: Raise awareness about Kitsap stream ecosystems; support citizen action to protect and restore streams			Budget \$52,500	
Objectives	Tasks	Performance Criteria	Measurement	Water as a Resource
1) Train Stream Steward volunteers	1.1 Recruit new volunteers; train existing volunteers 1.2 Use media and newsletters to advertise trainings 1.3 Conduct 3 Training Sessions: <ul style="list-style-type: none"> <li>• Six week winter Stream Stewards Training</li> <li>• Fall 4 week Salmon Decent Evening Training</li> <li>• One day fall Salmon Decent Workshop</li> </ul>	Number of new volunteers Number & type of media action Number of trainings Participant knowledge gain	Track number of trainees Track media actions Track number of trainings Test knowledge gains	Raise awareness of 3.1, 3.2., 3.3, 3.4, 3.5
2) Coordinate Stream Restoration Volunteer Events	2.1 Facilitate 2 stream restoration projects	Number & project type	Track number of stream restoration/planting projects	3.1, 3.2., 3.3, 3.4, 3.5
3) Facilitate septic workshops	3.1 Coordinate 3 septic workshops	Number of workshops Number of attendees	Track number of workshops Track meeting attendance	3.3
4) Coordinate Salmon Tours & volunteer docents	4.1 Co-lead and co-coordinate Salmon Tours 4.2 Staff event with trained salmon docent volunteers	Number of attendees Number of volunteers	Track number of attendees Track number of volunteers	3.1, 3.2, 3.3, 3.4, 3.5
5) Conduct Stream Stewards educational outreach	5.1 Participate in and coordinate volunteer help at Kitsap Water Festival, Salmon in the Classroom, and various community events.	Event list Number of volunteers engaged Number of citizens engaged	Track number of outreach events Track volunteer engagement Track citizen attendance	Raise awareness of 3.1, 3.2., 3.3, 3.4, 3.5
6) Engage citizens in activities that raise awareness, support healthy streams & hydrology	6.1 Coordinate and connect volunteers with a variety of Options for involvement throughout the year 6.2 Send monthly newsletters with opportunities 6.3 Encourage volunteerism and hours reporting	Number of opportunities Number of newsletters sent Number of volunteer hours	Track opportunities offered Track newsletters Track volunteer hours	Raise awareness of 3.1, 3.2, 3.3, 3.4, 3.5
7) Collaborate with other natural resource professionals	7.1 Attend WSWC meetings 7.2 Attend KEEP meetings; maintain Eco-Net membership 7.3 Attend CWK Quarterly meetings 7.4 Attend Community Advisory Council (CAC) and other community group meetings to provide education & outreach on the WSU-CWK Program	Number of meetings attended	Track meeting attendance	3.1 Preserve Natural Hydrology 3.2 Prevent stormwater runoff 3.3 Reduce Pollutant Loading Reduce surface flow volume 3.4 Maintain Natural Flow Regime Reduce carrying capacity; Reduce destructive runoff. 3.5 Use Land for Recharge Preserve forest landscapes; LID for stormwater management in built environment

## Green Stormwater Solutions Program

Goal 1: Enhance knowledge and understanding about LID and other water quality enhancing stormwater management practices.				Budget \$52,500
Objective	Tasks	Performance Criteria	Means of Measurement	Water as a Resource Principles
1) Perform outreach to homeowners about GSS and other water quality enhancing retrofit BMPs to encourage installations.	1.1 Implement a homeowner BMP training program for citizen volunteers (RGMs) about GSS water quality enhancing retrofits.  1.2 Coordinate outreach by trained citizen volunteers for infiltrative and water quality enhancing homeowner BMPs.  1.3 Lead and coordinate GSS Outreach booth with CWK partners & volunteers at the Peninsula Home and Garden Show and the Peninsula Home and Remodel Show.  1.4 Attend advisory meetings to teach others about our programming	Number of outreach events & number volunteers participating Number & type of media action Number of trainings & attendance Measure knowledge gain & action change of participants Number of new volunteers	Track Number of trainees Track media actions Track number of trainings Track number of home show visitors Track Number of site visit requests, referrals to KCD Track volunteer hours Evaluate volunteer trainings Evaluate program (yearly)	Raise awareness of: 3.1, 3.2, 3.3, 3.4, 3.5
2) Train local building professionals in the design, installation and maintenance of Rain Gardens.	2.1 Coordinate a 2-day workshop for landscape and building professionals.	Number of trainings & attendance Number & type of media action Measure knowledge gain of participants Maintain list of professional attendees at 2 day workshop	Track number trained Track media actions Track newsletters to workshop attendees. Evaluate each workshop day	Raise awareness of & train building professionals tactics to: 3.1, 3.2, 3.3, 3.4, 3.5, 3.6
3) Begin coordination and implementation of Kitsap GSS User Network	3.1 Begin process of creating Kitsap LID Peer Leaders Network for plan reviewers, engineers and the industry.  3.2 Partner with Kitsap County Public Works to apply for grant funds for a Kitsap LID Peer Leaders Network.			
4) Collaborate with other natural resource professionals.	4.1 Participate in the following educational networks – CWK Education Partners, Rain Garden Partners and WSNLA.	Survey landscape professionals on rain gardens & other GSS topics yearly through WSNLA	Share results of survey of landscape professionals with partners	3.1 Preserve Natural Hydrology 3.2 Prevent stormwater runoff 3.3 Reduce Pollutant Loading Reduce surface flow volume 3.4 Maintain Natural Flow Regime Reduce carrying capacity; Reduce destructive runoff. 3.5 Use Land for Recharge Preserve forest landscapes; LID for stormwater management in built environment. 3.6 Refine tools to reflect latest technology Utilize research based knowledge in water resource management