

**INTERLOCAL AGREEMENT
BETWEEN KITSAP COUNTY AND
KITSAP PUBLIC HEALTH DISTRICT**

I. PREAMBLE

This Interlocal Agreement (AGREEMENT) is by and between Kitsap County (COUNTY), a municipal corporation whose principal offices are located at 614 Division Street, Port Orchard, WA 98366 and Kitsap Public Health District (DISTRICT), whose principal offices are at 345 6th Street, Suite 300, Bremerton, WA 98337.

II. RECITALS

Kitsap County Board of Commissioners enacted chapter 12.36 of the Kitsap County Code for the purpose of establishing a comprehensive approach to stormwater management pursuant to chapter 36.89 RCW. Chapter 12.36 KCC, called the County's "Stormwater Management Program," authorizes the coordination of stormwater management programs and services through interlocal or other operating agreements with other departments, governmental entities or special districts in order to achieve a comprehensive approach to surface water management.

A multi-agency partnership, now called Clean Water Kitsap, operates through interlocal agreements between Kitsap County (lead by the Public Works Department and including the Department of Community Development), Kitsap Public Health District, Kitsap Conservation District, Washington State University Extension Program, and Kitsap Public Utility District. Each member has identified areas of responsibility, program elements, and budgets consistent with chapter 12.36 KCC for the purpose of coordinating program implementation and administration.

COUNTY and DISTRICT now desire to enter into an AGREEMENT to provide funding, collected by Kitsap County through chapter 12.40 KCC, to assist in the implementation of DISTRICT programs through Clean Water Kitsap. Mutual benefits will accrue to the parties hereto and the people that each serves in the cooperative implementation of Clean Water Kitsap. The Interlocal Cooperation Act, chapter 39.34 RCW, further authorizes the parties hereto to enter into this AGREEMENT.

This AGREEMENT consists of the following documents:

1. Interlocal Agreement
2. Kitsap Public Health District 2020 Scope of Work and Compensation

ACCORDINGLY, THE PARTIES AGREE AS FOLLOWS:

III. AGREEMENT

1. Purpose

The purpose of the AGREEMENT will provide a mechanism for implementation of programs within the Clean Water Kitsap (CWK) partnership.

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 DISTRICT 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

DISTRICT shall perform such duties and services as are listed on Exhibit A, attached hereto and incorporated herein 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. Pursuant to RCW 39.34.030(4)(a) the representative shall act as an administrator.

5. Kitsap Public Health District Representative

The Director of Environmental Health for DISTRICT, or his/her designee, shall represent the DISTRICT in all matters pertaining to the services and materials to be rendered under this AGREEMENT. All requirements of DISTRICT pertaining to the services or materials to be rendered under this AGREEMENT shall be coordinated through said District representative. Pursuant to RCW 39.34.030(4)(a) the representative shall act as an administrator.

6. Program Reporting

DISTRICT shall produce a mid-year progress update and a year-end report summarizing the work performed and evaluating the performance and results of the work performed

pertaining to this AGREEMENT.

Progress update shall include, but not be limited to, the following information:

- a. An update of the of work performed during the period and progress made to date, including performance indicators that reflect effectiveness of the program elements as set forth in Exhibit A – Scope of Work.
- 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 update and report shall be submitted as follows:

Semi-annual update report (January 1 to Jun 30) due Jul 30, 2020

Annual Year-end report (January 1 to December 31) due January 31, 2021

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. DISTRICT 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 partnership.

8. CWK Agency Committee

The DISTRICT shall participate on the existing CWK Agency Committee.

The DISTRICT Representative shall represent the DISTRICT on the CWK Agency Committee. The Director of Public Works and the Stormwater Management Program Manager shall represent COUNTY on the CWK Agency Committee. A representative from the Kitsap County Department of Community Development shall represent that agency on the CWK Agency Committee. A representative of the Washington State University Extension Program shall represent that agency on the CWK Agency Committee. A representative of the Kitsap Conservation District shall represent that agency on the CWK Agency Committee. A representative of the Kitsap Public Utility District shall represent that agency on the CWK Agency Committee.

The CWK Agency Committee 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 programs address water quality issues of most concern to the public.
- c. Providing a means to coordinate water quality programs among agencies to capitalize on each other's efforts and avoid duplication of activities.
- d. Providing a direct and effective means of communication among CWK 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 DISTRICT 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 DISTRICT'S reimbursement requests during the duration of this Agreement shall not exceed \$1,230,000.00 the budget for all program elements combined as identified in Exhibit A.

The Kitsap County Board of Commissioners must approve any payment request by DISTRICT exceeding this maximum reimbursement amount in advance of the payment. DISTRICT 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 DISTRICT within 30 days of receipt of a properly executed District invoice.

10. Documentation of Costs & Maintenance of Records

DISTRICT 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 DISTRICT, the cost of which DISTRICT has been reimbursed as a direct item of cost under this AGREEMENT, shall pass to and vest to

DISTRICT. 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

DISTRICT 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

DISTRICT 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. DISTRICT and KITSAP COUNTY shall ensure that any subcontractor shall fully comply with this paragraph.

14. Compliance with Laws

DISTRICT shall comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations applicable to the performance of this AGREEMENT. DISTRICT 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 DISTRICT, 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 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.

For the purposes of this indemnification, the parties specifically and expressly waive any 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 DISTRICT 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 DISTRICT is found liable.

Insurance carried by the DISTRICT shall be primary insurance with respect to any insurance or self-insurance programs maintained by the County and shall not contribute with it.

The policy shall provide, and the certificate shall reflect the insurance afforded applies separately to each insured against which a claim is made, or a suit is brought except with respect to the limits of the insurer's liability.

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

The DISTRICT 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 funding is reduced or limited in any way after the effective date of this agreement.

19. 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, DISTRICT shall be compensated for the actual costs incurred prior to the time of notification of contract termination. DISTRICT shall also refund to COUNTY any balance of the unexpended 1995 initial payment of \$30,000.00, as identified in Kitsap County Contract 245-1995, within thirty (30) days of the closeout of the program.

20. Duration of Agreement

This Agreement is in effect from the January 1, 2020 through December 31, 2020.

21. **Filing**

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

Dated this 7 day of January, 2020

Dated this 27 day of January, 2020

KITSAP PUBLIC HEALTH DISTRICT



Keith Grellner, Administrator

**BOARD OF COUNTY COMMISSIONERS
KITSAP COUNTY, WASHINGTON**



Charlotte Garrido, Chair



Robert Gelder, Commissioner



Edward E. Wolfe, Commissioner

ATTEST:



Dana Daniels, Clerk of the Board



EXHIBIT A

Scope of Work
and Compensation

POLLUTION IDENTIFICATION AND CORRECTION PROGRAM

Budget: \$990,000

Goal 1: PROTECT PUBLIC HEALTH AND THE ENVIRONMENT FROM FECAL POLLUTION OF SURFACE WATERS

Tasks	Activities	Target	Performance Criteria
Identify and correct FC and/or EC pollution sources in high priority surface waters	Develop and implement the 2021 PIC priority workplan	11/30/2020	Priority workplan memo delivered to KCPW
	Conduct PIC surveys according to current PIC Protocols through DPR response, priority work areas, and Property Conveyance followups.	300	Number of PIC property inspections
		NA	% of properties with identified fecal pollution sources found during inspections
	NA	% of identified fecal pollutions sources found that have been corrected	
	Send summary of Post Card survey to KCPW for previous calendar year	1/31/2021	Survey delivered to KCPW
Conduct Shoreline Monitoring in accordance with the Shoreline Monitoring Plan and Health District protocols	Complete shoreline survey work in accordance with the Shoreline Monitoring Plan.	Miller Bay and Yukon Harbor	Shoreline surveys completed
	Identify bacterial hotspots for shoreline discharges	NA	Number of new hotspots confirmed this year
	Investigate all newly identified shoreline "hot spots" within 12 months in accordance with Health District protocols	100%	% of new hotspots investigated within 12 months
Investigate public sewage complaints in a timely and efficient fashion.	Respond to public sewage complaints within 5 days of receipt. Track and manage sewage complaints, and identify and correct failing OSS.	NA	Number of complaints
		100%	Percent of complaints responded to within 5 days
		NA	Number of failures found during complaint inspection
Investigate OSS deficient pump reports (DPR) from certified septic pumpers in a timely and efficient fashion.	Respond to selected DPRs within 7 days of assignment. Track and manage DPR response, and identify and correct failing OSS.	NA	Number of reports responded to with field inspections
		100%	Percent of reports responded to within 7 days
		NA	Number of failures found
Investigate agricultural complaints in a timely and efficient fashion.	Respond to public agricultural complaints within 5 days of receipt. Track and manage agricultural complaints. Identify and correct agricultural sources.	NA	Number of complaints
		100%	Percent of complaints responded to within 5 days
		NA	Number of sources found
		NA	Number of sources corrected
	Coordinate with the Kitsap Conservation District on correcting FC pollution caused by livestock waste, pursuant to existing interlocal agreement.	NA	Number of referrals to KCD for technical assistance
Investigate IDDE complaints in a timely and efficient fashion.	Coordinate with Kitsap County Public Works on the correction of FC sources discharging to (or from) the county's stormwater system. Conduct work in compliance with "KPHD/KCPW stormwater Illicit Detection and Elimination (IDDE) Protocol".	NA	Report # of referrals
Investigate citizen complaints related to water quality concerns in a timely and efficient fashion.	Respond to public water quality complaints within 5 days of receipt. Track and manage water quality complaints. Identify and correct pollution sources.	NA	Number of complaints
		100%	Percent of complaints responded to within 5 days
		NA	Number of sources found
		NA	Number of sources corrected
	Issue advisories for lake algae blooms	NA	Number of algae bloom advisories

	Track and respond to reports of waterborne illness in cooperation with the Health District's Communicable Disease Clinic and the Washington State Department of Health.	NA	Number of water borne illnesses reported and investigated implicating lake swimming beaches
Support financial options for Kitsap County residents to promote voluntary correction of failing on-site sewage systems	Participate in Ecology's Regional Loan Program	NA	Inform all owners of septic failures that Craft3 loans are available
Protect the public from spills from public sewer systems.	Respond to sewage spills in unincorporated Kitsap County pursuant to Health District's "Sewage Spill Reporting and Response Procedures". Report spills into or from the public storm drainage system to Kitsap 1. Post signage and issue health advisories to protect public health.	NA	Number of sewage spill advisories

MONITORING PROGRAM

Budget: \$240,000

Goal 2: MONITOR AND ASSESS POLLUTION OF KITSAP COUNTY WATERS

Tasks	Activities	Target	Performance Criteria
Determine fecal pollution levels (improvement and declines) in Kitsap County streams.	Collect water quality samples monthly to monitor for fecal coliform and/or E Coli bacterial contamination in streams.	100%	% of planned events completed
	Publish Annual Water Quality Monitoring Report	12/31/2020	
Test best available laboratory and field techniques to determine the presence of human contribution to confirmed "hot spots", prioritize for investigation.	Complete testing and demonstration of laboratory and field techniques that determine human contribution to county stormwater systems, shoreline "hot spots" and 4A and 4B streams. Examples include chemicals of emerging concern, bacteroides, microbial source tracking, etc.	NA	Report number and types of sampling
Conduct ongoing monitoring of Kitsap County lake public access areas and swimming beaches for water quality according to the program plan.	Issue advisories for elevated bacteria or other water quality concerns	NA	Number of advisories
Respond to requests for water quality data from the public	Provide stream, lake, and shoreline data to the public and other agencies upon request.	NA	Number of data requests

Goal 3: PROTECT THE PUBLIC FROM ILLNESSES RELATED TO SHELLFISH AND BIOTOXINS

Tasks	Activities	Target	Performance Criteria
Protect public health in Kitsap County by providing oversight, environmental monitoring, public information, and emergency investigative response for public areas known to be frequented by recreational shellfish harvesters.	Monitor shellfish for marine biotoxin at sentinel sites throughout Kitsap County.	100%	% of planned events completed
	Issue harvest advisories as appropriate. Post signs, update web page, and update 1-800-2BE-WELL hotline.	NA	Number of shellfish biotoxin health advisories

GOAL 4: ADDRESS OR ASSIST WITH FEDERAL, STATE AND COUNTY WATER QUALITY MANDATES AS REQUIRED

Tasks	Activities	Target	Performance Criteria
Assist Kitsap County with compliance with Federal Clean Water Act Section 303(d) and associated Total Maximum Daily Load Studies.	Provide data and comment to the State Department of Ecology to evaluate classification of Kitsap County water bodies for the state's ongoing water quality assessments.	12/31/2020	Submit WQ data to Ecology
	Participate in Interagency Water Quality Team as needed in coordination with KCPW staff	As needed	Number of meetings attended

Assist Kitsap County with response to Washington State Department of Health commercial shellfish harvest classification changes.	Provide data and comment to the WA State Department of Health for use in shellfish area classification.	As needed	Respond to data requests from DOH Shellfish
Coordinate with Washington State Department of Health on shellfish growing area reclassification.	Find and correct bacterial pollution sources affecting shellfish growing areas.	NA	Respond to shellfish growing area reclassification downgrades to threatened or prohibited
		NA	Number of responses to DOH parcel closure inquiries
	Implement the Shellfish Growing Area Closure Response Plan for the Chico Bay Growing area	12/31/2020	Provide technical memo on status of implementing Chico Bay Closure Response Plan

Goal 5: INFORM AND EDUCATE THE PUBLIC ABOUT SURFACE WATER QUALITY AND POLLUTION

Tasks	Activities	Target	Performance Criteria
Prevent failing onsite sewage systems by promoting and providing education on the use of OSS to homeowners, community groups, the OSS industry, realtors, developers, builders, lenders, etc.	Conduct OSS Workshops in partnership with WSU Cooperative Extension	2 workshops	Number of workshops completed
		NA	Number of attendees
		90%	% occupancy of the workshop location
	Deliver educational presentations to community groups as requested	NA	Number of events and approximate number of attendees
		90%	% occupancy of the presentation venue
		NA	Number of attendees
	Assist with organizing and implementing the 2019 Water Festival and Salmon in the Classroom.		NA
Issue septic pumping vouchers as incentive for inspection of septic and provide education to property owners		NA	Number of vouchers issued (MAXIMUM 100)
Evaluate the effectiveness of the septic pumping voucher program		1/30/2021	Provide technical memo evaluating the effectiveness of the voucher program
Inform and educate the public about health and safety issues at lake swimming beaches.	Conduct intensive public outreach at Horseshoe, Island, Wildcat, and Long lakes	4 events	Number of outreach events
		NA	Total number of contacts during all events
Inform and educate the public about health and safety issues for polluted streams.	Assess summer season stream bacteria data to determine if posting of warning signs is necessary, as per policy. Post warning signs as appropriate.	6/30/2020	Update and review policy. Send Technical Memo to KCPW