

INTERLOCAL AGREEMENT

COLLABORATION ON NPDES BEHAVIOR CHANGE PROGRAM ON PET WASTE

DISPOSAL

Between

CLARK COUNTY

And

THE CITY OF BATTLE GROUND

And

THE CITY OF CAMAS

And

THE CITY OF WASHOUGAL

THIS IS AN INTERLOCAL AGREEMENT (Agreement) made and executed this ____ day of April 2021, by and between Clark County (County), a municipal corporation of the State of Washington, and the City of Battle Ground ("Battle Ground"), the City of Camas ("Camas") and the City of Washougal ("Washougal"), municipal corporations of the State of Washington (Cities).

RECITALS

Clark County is a Permittee under the Phase I Municipal Stormwater Permit (the "Phase I Permit") issued by the Washington State Department of Ecology ("Ecology") pursuant to the National Pollutant Discharge Elimination System ("NPDES") permitting program established under the federal Clean Water Act, 33 U.S.C. § 1251 et seq. (the "CWA"), and Washington's Water Pollution Control Law, chapter 90.48 RCW (the "WPCL").

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Signed: April ____, 2021

The participating Cities are Permittees under the Phase II Western Washington Municipal Stormwater Permit (the "Phase II Permit") issued by Ecology pursuant to the NPDES permitting program established under the CWA and the WPCL. In this Agreement, the Phase I Permit and the Phase II Permit are together referred to as the "NPDES Permits".

The Phase I Permit (S5.C.11) and Phase II Permit (S5.C.2) allow for education and outreach program requirements to be met as a member of a regional group. The County and Cities participate in the regional group, Stormwater Partners of Southwest Washington.

The County and Cities are required to implement a behavior change program following community based social marketing practices under the Phase I Permit (S5.C.11.a) and the Phase II Permit (S5.C.2.a). The County and the Cities have identified pet waste disposal along public trails as the topic for which to develop a behavior change program (Project).

The objective of the Project is to meet requirements in the Phase I Permit (S5.C.11.a) and the Phase II Permit (S5.C.2.a).

According to Chapter 39.34 RCW (Interlocal Cooperation Act), one or more public entities may contract with one another to perform government functions or services which each is by law authorized to perform.

Signed: April ____, 2021

NOW, THEREFORE, pursuant to RCW 39.34 and in consideration of the terms, conditions, covenants, and performances contained herein, and per the attached Exhibits, incorporated and made a part hereof:

THE PARTIES AGREE AS FOLLOWS:

1. REQUIREMENTS OF INTERLOCAL COOPERATION ACT

1.1. This Agreement is authorized by and entered into pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW. The purpose and intent of this Agreement is for the County and the Cities to work together efficiently and effectively to accomplish the Project.

1.2. The parties agree that no separate legal or administrative entities are necessary to carry out this Agreement.

1.3. Except as expressly provided to the contrary in this Agreement, any real or personal property used or acquired by either party in connection with the performance of this Agreement will remain the sole property of such party, and the other party shall have no interest therein.

1.4. Each party to this Agreement shall designate an individual (an "Administrator"), which may be designated by title or position, to oversee and administer such party's participation in this Agreement. The parties' initial Administrators shall be the following individuals:

Signed: April ____, 2021

County's Initial Administrator:

Jeff Schnabel, Clean Water Division Interim
Manager
Clark County Public Works
1300 Franklin Street
Vancouver, WA 98660
Jeff.schnabel@clark.wa.gov

Battle Ground's Initial Administrator:

Mark Herceg, PE
Battle Ground Public Works Director
109 SW 1st St, Suite 127
Battle Ground, WA 98604
mark.herceg@cityofbg.org

Camas' Initial Administrator:

Jamal Fox, City Administrator
City of Camas
616 NE 4th Ave
Camas, WA 98607
jfox@cityofcamas.us

Washougal's Initial Administrator:

Rob Charles
Washougal Public Works Deputy Director
1701 C St
Washougal, WA 98671
rob.charles@cityofwashougal.us

Any party may change its Administrator at any time by delivering written notice of such party's new Administrator to the other parties. Each party's legislative body may also designate a person to act on its behalf with regard to execution of this agreement and subsequent amendments that impact duration or funding of this agreement.

2. PURPOSE. The County and Cities agree to collaborate on a regional pet waste campaign, Canines for Clean Water, to meet the education and outreach behavior change requirements of the Phase I Permit (S5.C.11.a) and Phase II Permit (S5.C.2.a), as follows:

2.1. By July 1, 2020, conduct a new evaluation of the effectiveness of the current Canines for Clean Water behavior change program including lessons learned and recommendations.

2.2. Based on the recommendations from (2.1), by February 1, 2021, develop a campaign that is tailored to the community following social marketing practices and methods,

including the development of a program evaluation plan that:

- 2.2.1. Develops a strategy and schedule to more effectively implement the existing campaign, or;
- 2.2.2. Develops a strategy and schedule to expand the existing campaign to a new target audience or BMPs, or;
- 2.2.3. Develop a strategy and schedule for a new target audience and BMP behavior change campaign.

2.3. By April 1, 2021, begin to implement the campaign developed in (2.2).

2.4. By March 31, 2024, evaluate and report on:

- 2.4.1. The changes in understanding and adoption of targeted behaviors resulting from the implementation of the campaign; and
- 2.4.2. Any changes to the campaign in order to be more effective; describing the strategies and process to achieve the results.

3. DUTIES OF THE COUNTY

3.1. The County shall serve as the lead agency for the Project for purposes of completion of Campaign plan specified in Exhibit A. Duties include:

- 3.1.1. Setting planning and coordination meetings at times which work for Cities.

Signed: April ____, 2021

3.1.2. Designing campaign materials with feedback from Cities.

3.1.3. Procuring Campaign materials.

3.1.4. Creating reports with feedback from Cities incorporated.

3.2. The County shall invoice the Cities for shared Project costs referenced in Exhibit A. Total spending shall not exceed \$50,000 for the Project. Cities and the County shall share costs in proportion to 2020 population estimates from Washington State Office of Financial Management. Cities shall contribute an additional 2.33% of total shared project costs, added to their proportion of the population, for administrative and project management duties performed by Clark County (proportion of population + 2.33% = Cities contribution). Costs will be shared as follows:

3.2.1. Battle Ground – 10%

3.2.2. Camas – 11%

3.2.3. Washougal – 8%

3.2.4. Clark County – 71%

3.3. The County shall coordinate and implement campaign within its own jurisdiction.

4. DUTIES OF CITIES

4.1. The Cities shall provide a staff member as a point person to participate in Project planning

and coordination to implement the Campaign plan in Exhibit A.

4.2. The Cities shall coordinate and implement Campaign within their own jurisdiction.

4.3. The Cities shall make payment on the invoice submitted by the County within thirty (30) days following receipt by the Cities of said invoice.

5. DURATION. The term of this Agreement shall commence upon execution and extend until July 31, 2024 (the “Term”), unless otherwise addressed by the Ratification provision below.

6. LIABILITY. No liability shall attach to the Cities or the County by reason of entering into this Agreement except as expressly provided herein. This Agreement is executed for the benefit of the parties and the public generally. This Agreement is not intended and shall not be construed as creating any third-party beneficiary.

7. HOLD HARMLESS/INDEMNIFICATION. To the extent authorized by law, the County and Cities shall indemnify and hold harmless one another and their employees, officers, contractors and agents, from and shall process and defend at their own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages (both to persons and/or property), or cost, of whatsoever kind or nature, brought against the one party arising out of, in connection with, or incident to any other party’s performance or failure to perform any aspect of this Agreement, provided, that if such claims are caused by or result from the concurrent negligence of the County and the Cities, their respective employees, officers, contractors or agents, this indemnity provision shall be valid and enforceable only to the extent

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of their respective allocations of negligence, and provided further, that nothing herein shall require the County or Cities to hold harmless or defend the other or its employees, officers, contractors or agents from any claims arising from that Party's sole negligence or that of its employees, officers, contractors or agents. The terms of this section shall survive the termination of this Agreement.

8. NOTICE. Any notices to be given under this Agreement shall at minimum be delivered, postage prepaid and addressed to:

To the County:

CLARK COUNTY
PUBLIC WORKS
PO Box 9810
Vancouver, WA 98666-9810
Attention: Public Works Director

To Camas:

CITY OF CAMAS
616 NE 4th Ave
Camas, WA 98607
Attention: Public Works Director

To Battle Ground:

CITY OF BATTLE GROUND
109 SW 1st St, Suite 127
Battle Ground, WA 98604
Attention: Public Works Director

To Washougal:

CITY OF WASHOUGAL
1701 C St
Washougal, WA 98671
Attention: Public Works Director

The name and address to which notices shall be directed may be changed by any party giving the other notice of such change.

9. WAIVER. No waiver by any party of any term or condition of this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach.

10. AMENDMENT. Except as otherwise provided herein, any modification to this Agreement must be in writing and subject to the consent of each party.

11. TERMINATION. Any party may terminate this Agreement by providing to the other parties notice of proposed termination 90 (ninety) days prior to the proposed date of termination.

Written notice shall be deemed effective three days post presentation, either through mail notice or email notice.

12. ENTIRE AGREEMENT. This Agreement contains all of the agreements of the parties with respect to the subject matter covered herein, and no prior Agreements shall be effective to the contrary.

13. AUDIT AND RECORDS. During the progress of the work and for a period of not less than three (3) years from the date of final payment, both parties shall maintain the records and accounts pertaining to the work and shall make them available during normal business hours and as often as necessary, for inspection and audit by the parties, the State of Washington, and/or Federal Government, and copies of all records, accounts, documents or other data pertaining to the work will be furnished upon request. The requesting party shall pay the cost of copies produced. If any litigation, claim or audits are commenced, the records and accounts along with supporting documentation shall be retained until any litigation, claim or audit finding has been resolved even though such litigation, claim or audit continues past the three-year retention period.

Signed: April ____, 2021

14. DOCUMENT EXECUTION AND FILING. The County and the Cities agree that there shall be five (5) duplicate originals of this Agreement procured and distributed for signature by the necessary officials of the County and the Cities. Upon execution, one executed original of this Agreement shall be retained by the cities of Battle Ground, Camas and Washougal and two shall be retained by the County. The Cities shall cause a copy of this agreement to be posted on their website pursuant to RCW 39.34.040. Upon execution of the originals and posting of a copy on the Cities' websites, each such duplicate original shall constitute an agreement binding upon all parties. One each of the duplicate originals shall be distributed to the designated agents of the parties, named as follows:

Director of Public Works
Clark County
PO Box 9810
Vancouver, WA 98666-9810

Public Works Director
City of Camas
616 NE 4th Ave
Camas, WA 98607

Battle Ground Public Works Director
City of Battle Ground
109 SW 1st St, Suite 127
Battle Ground, WA 98604

Washougal Public Works Director
City of Washougal
1701 C St
Washougal, WA 98671

15. RATIFICATION. Acts taken in conformity with this Agreement prior to its execution are hereby ratified and affirmed.

Signed: April ____, 2021

16. SEVERABILITY. If any section or part of this Agreement is held by a court to be invalid, such holding shall not affect the validity of any other part of this Agreement.

17. ASSIGNMENT/SUBCONTRACTING. No party to this Agreement shall transfer or assign, in whole or in part, its respective rights or obligations under this Agreement without the prior written consent of the other parties. Consent for assignment or transfer shall not be unreasonably withheld.

18. INDEPENDENT CAPACITY. Employees or agents of a Party engaged in the performance of projects under this Agreement shall continue to be employees or agents of that Party and shall not be considered employees or agents of any other Party to this Agreement.

19. GOVERNANCE. This Agreement is entered into under the authority granted by the State of Washington and provisions of the Agreement shall be construed to conform to Washington State laws.

20. DISPUTES. The principal executive or their designee of each Party shall attempt to resolve all disputes regarding the terms of this Agreement in good faith. In the event the dispute is not resolved by the Parties, the matter will be referred to the Superior Court of the State of Washington in and for Clark County.

Parties shall bear their own legal fees, costs, and expenses related to enforcing rights and responsibilities of this Agreement.

IN WITNESS WHEREOF, the County and Cities have caused this Agreement to be executed in their respective names by their duly authorized officers and have caused this

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Agreement to be dated as of the ____ day of ____, 2021.

CLARK COUNTY

CITY OF BATTLE GROUND,
A municipal corporation

By: _____
Kathleen Otto, County Manager

By: _____
Erin Erdman, City Manager

Attest:

By: _____
Kay Kammer, City Clerk

Approved as to form only:

Approved as to form only:

By: _____
Name: Bill Richardson
Deputy Prosecutor for the County

By: _____
Christine Hayes, City Attorney

CITY OF CAMAS,
A municipal corporation

By: _____
Jamal Fox, City Manager

Attest:

By: _____
_____, City Clerk

Approved as to form only:

By: _____
Shawn MacPherson, City Attorney

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Signed: April ____, 2021

CITY OF WASHOUGAL,
A municipal corporation

By: _____
David Scott, City Manager

Attest:

By: _____
Jennifer Forsberg, City Clerk

Approved as to form only:

By: _____
Ken Woodrich, City Attorney