

INTERAGENCY AGREEMENT

REDUCING TOXIC AUTO LEAKS IN CLARK COUNTY GRANT DEVELOPMENT AND ADMINISTRATIVE SERVICES

Between

CLARK COUNTY
P.O. BOX 9810, VANCOUVER, WA. 98666-9810

And

THE CITIES OF BATTLE GROUND, CAMAS, VANCOUVER, AND WASHOUGAL

And

THE PORT OF VANCOUVER, USA

RECITALS

Vehicle leaks are a significant source of water pollution in Clark County. Clark County alone is home to over 325,000 registered vehicles. Based on estimates from Don't Drip and Drive campaigns in the Puget Sound, approximately 10%, or 32,500, of those vehicles leak toxic fluids that contaminate stormwater and degrade aquatic habitat. A 2011 study by the Department of Ecology found that "small motor oil and gasoline spills, drips and minor leaks are responsible for 87% of the total petroleum released annually in the Puget Sound" indicating the need to reach out to the general population to address this issue.

The Clark County Clean Water Program (hereinafter referred to as Clark County) received a Clean Water Restoration Fund grant from the Lower Columbia Fish Recovery Board (hereinafter referred to as "LCFRB") for *Reducing Toxic Auto Leaks in Clark County* (hereinafter referred to as the "Grant"). Clark County is partnering with the cities of Battle Ground, Camas, Vancouver, and Washougal, and the Port of Vancouver (hereinafter individually referred to as a "Partner" and collectively referred to as the "Partners") to implement and deliver Grant activities. The Grant will raise awareness and educate vehicle owners about impacts caused by leaking vehicles to water quality and fish, vehicle operations, and effect behavior change leading to vehicle owners fixing leaks.

The Grant includes partnerships with local auto repair shops, vehicle leak check events, data collection, outreach activities and community engagement. The Watershed Alliance will also provide professional services to fulfill Grant deliverables.

Pursuant to the laws of Washington, the Partners elect to enter into this Agreement to facilitate coordination of duties and responsibilities, for activities that meet the requirements of the Grant.

Therefore, the Partners agree as follows:

AGREEMENT

I. PURPOSE

- A. This is an Intergovernmental Agreement among the Partners entered into under the authority of the Interlocal Cooperation Act, RCW 39.34.
- B. Pursuant to Chapter 39.34 RCW, the purpose of this Intergovernmental Agreement is as set forth in Article I (PURPOSE). Its duration is as specified in Article II (DURATION OF AGREEMENT). Its method of termination is set forth in Article III (TERMINATION OF AGREEMENT). Its manner of financing and of establishing and maintaining a budget is described in Article V (FINANCIAL). Its manner of disposing property is described in Article III C (DISPOSAL OF PROPERTY).
- C. This Agreement between Clark County and the Partners is made for the purpose of reporting to LCFRB the services that each of the Partners will contribute in connection with implementing and delivering Grant activities.
- D. The intent of the Partners is to cooperatively act pursuant to the provisions of the Interlocal Cooperation Act, RCW 39.34. There is no intent to create a separate legal or administrative entity by this Agreement.

II. DURATION OF AGREEMENT

The initial term for the Agreement shall be from January 15, 2018 to December 31, 2020. There is no renewal of this agreement unless an additional funding source has been secured to continue the project past the life of the Clark County Clean Water Restoration Fund grant #17-02. If for any reason Clark County and LCFRB do not sign the formal Reducing Toxic Auto Leaks in Clark County Grant Agreement by February 28, 2018 as expected, this Agreement will terminate effective March 1, 2018.

III. TERMINATION OF AGREEMENT

- A. Mutual Termination: This agreement may be terminated by mutual agreement of the Partners at any time. Upon termination, the Partners shall have no further responsibility to fund the activities of the Reducing Toxic Auto Leaks in Clark County Grant Program regardless of any budgeting that may have taken place. Work underway and/or authorized prior to the establishment of an effective date of termination and not yet invoiced will be reimbursed according to the established billing cycle. No work continued beyond the effective date of termination.
- B. Termination for Breach: If any Partner fails to comply with the terms and conditions of this Agreement, Clark County, upon 30 days prior written notice to the breaching Partner, may terminate this Agreement with the breaching Partner with no continuing financial liability to the non-breaching Partners.
- C. Disposal of Property: If the Agreement is terminated prior to the end of the Grant, property related to the implementation of the Grant will be distributed pro rata among the partners if and when the Grant deliverables have been completed.

IV. DESIGNATION OF FINANCIAL AGENT:

Subject to the terms of this Agreement, the Partners designate Clark County as the financial representative to the LCFRB, per LCFRB’s issuance of preauthorization to Clark County to incur expenses associated with the Reducing Toxic Auto Leaks in Clark County project, beginning January 15, 2018. That preauthorization is conditioned on both Clark County and LCFRB signing the formal grant contract by February 28, 2018. Clark County will provide grant management and project management, including financial and project reporting to the granting agency. Clark County will submit all required progress reports on a quarterly basis and all project deliverables to LCFRB.

V. FINANCIAL

- A. Clark County is expected to enter into a grant agreement with the LCFRB, in February 2018, for \$93,710. The grant agreement is for a two year project period from February 2018 – December 2020, with preauthorization to begin incurring expenses on January 15, 2018.
- B. Partners will fulfill match contributions pledged in the LCFRB Project Partner Contribution Form as follows:

Partner	Match Type	Amount
City of Battle Ground	In-kind labor	\$3,416
City of Camas	Cash – professional services	\$5,000
Clark County	Printing services	\$5,000
City of Vancouver	In-kind labor	\$5,000
Port of Vancouver	In-kind labor	\$5,000
City of Washougal	Cash – professional services	\$5,000
Watershed Alliance	Volunteer	\$18,467

- C. Partners will track in-kind labor and submit total contributions to Clark County in the first week following each quarter.
- D. Clark County shall administer and manage the grant, maintain all project records, and submit all required performance items.
- E. Clark County will administer the contract for professional services with the Watershed Alliance to fulfill Grant deliverables.

VI. PROPERTY

Clark County will manage the acquisition, holding and disposal of all property used in the undertaking of the Grant, including printed materials and event supplies.

Following the completion of the Grant, Clark County will hold the property and make available to Partners upon request.

VII. AGREEMENT ADMINISTRATION AND COMMUNICATIONS

Clark County shall administer this Agreement including monitoring financial management and project communications to the grantor.

VIII. AUTHORIZING ENTITY

- A. The Partners agree that Clark County will administer this Agreement in accordance with the terms of the Agreement and Clark County's adopted policies and procedures.
- B. Each partner may provide a staff member to participate in the Grant coordinating activities. Each partner will assist with the coordination of Grant activities within their jurisdiction.
- C. Grant funds received by Clark County will be administered under the terms of an agreement with LCFRB.

IX. PROJECT RESPONSIBILITIES AND DELIVERABLES

Per the grant contract agreement between Clark County and the Lower Columbia Fish Recovery Board, the following items outline the project responsibilities and deliverables for this project Agreement:

- A. Task 2.1 - Create outreach plan detailing opportunities and strategies. Clark County and Partners to complete.
- B. Task 2.2 – Customize and print Don't Drip and Drive materials with regional branding and messaging. Clark County and Partners to complete.
- C. Task 2.3 – Add a Don't Drip and Drive web page to the Stormwater Partners website. Clark County to Complete.
- D. Task 3.1 – Recruit 15 auto repair shops to participate in project. Clark County, Partners, and Watershed Alliance to complete.
- E. Task 3.2 – Maintain communication with auto repair shop partners at least quarterly. Watershed Alliance to complete.
- F. Task 3.3 – Collect, compile and submit data to Puget Sound Clean Car Project on leaks, found and fixed, leak location, and make, model, year and mileage of participating cars. Clark County to complete.
- G. Task 4.1 – Procure leak check event materials with inventory of materials. Watershed Alliance to complete.
- H. Task 4.2 – Identify 15 locations to hold leak check events. Clark County and Partners to complete.
- I. Task 4.3 – Recruit, train and coordinate at least 10 volunteers and one mechanic to assist with leak check events. Watershed Alliance to complete.

- J. Task 4.4 – Hold at least 15 leak check events. Watershed Alliance to complete.
- K. Task 4.5 – Collect, compile and report quarterly data on leaks found and contacts made at leak check events. Clark County and Watershed Alliance to complete.
- L. Task 5.1 – Promote project information on agency websites, social media and at outreach events, generating at least 200,000 digital impressions and 5,000 website visits. Clark County, Partners and Watershed Alliance to complete.
- M. Task 5.2 – Submit 15 press releases to local media outlets. Clark County, Watershed Alliance, and Partners to complete.
- N. Task 5.3 – Submit quarterly progress reports to LCFRB. Clark County to complete.

X. GRANT SCHEDULE

Task	Description	Timeline
2.1	Create outreach plan detailing opportunities and strategies	Feb-Apr 2018
2.2	Customize and print Grant materials	Feb-Mar 2018
2.3	Add project webpage to Stormwater Partners website	Mar-Apr 2018
3.1	Recruit 15 auto repair shops to participate in project	Mar-May 2018
3.2	Maintain quarterly communication with auto repair shops	Apr 2018-Aug 2020
3.3	Collect, compile and report project car leak data	Jun 2018-Dec 2020
4.1	Procure and inventory leak check event materials	Feb-May 2018
4.2	Identify 15 leak check event locations	Apr 2018-Aug 2019
4.3	Recruit, train and coordinate 10 volunteers and one mechanic	Apr 2018-Aug 2019
4.4	Hold 15 leak check events	Jun 2018-Sep 2019
4.5	Collect, compile and report data on leak check events	June 2018-Dec 2020
5.1	Generate 200,000 impressions and 5,000 website visits	Apr 2018-Aug 2020
5.2	Submit 15 press releases to local media outlets	Apr 2018-Sep 2019
5.3	Submit quarterly report to LCFRB	Apr 2018-Sep 2020

XI. DUTIES OF THE PARTNERS

- A. Provide support as specified in the LCFRB Partner Contribution Form, attached as Exhibit A.
- B. All partners agree to provide a support staff to coordinate grant activities in their jurisdiction including:
 - 1. Support recruitment of participating auto repair shops.
 - 2. Assist in identifying suitable locations to hold leak check events.
- C. Partners pledging in-kind labor match agree to:
 - 1. Attend quarterly check-in meetings.
 - 2. Assist and participate in the development of Grant strategies and deliverables.
 - 3. Participate in the creation of an outreach plan.
 - 4. Support and assist with leak check events.
 - 5. Promote project campaign.
 - 6. Track in-kind labor and submit total contributions to Clark County no later than 7 days following the end of each quarter.
 - 7. Support Grant outreach activities.

XII. DUTIES OF CLARK COUNTY:

- A. Provide staff and collaborate in joint activities as listed in Sections XI.C.1 through XI.C.7, above.
- B. Serve as the Grant Contract Administrator:
 - 1. Prepare and submit a quarterly report to LCFRB.
 - 2. Process invoices from vendors and other service providers as appropriate.
 - 3. Submit the eligible costs for reimbursement as defined by LCFRB guidelines.

XIII. ASSIGNMENT:

Neither this Agreement nor any interest therein may be assigned by any Partner without the prior written consent of the other Partners.

XIV. WITHDRAWAL

If any Partner wishes to withdraw from this Agreement, the notifying Partner shall give written notice to the other Partners 90 days prior to such withdrawal. Ninety days after such notice is given, the withdrawing Partner shall have no further responsibility to fund the activities of the Reducing Toxic Auto Leaks in Clark County Grant Program regardless of any budgeting that may have taken place. Work underway and/or authorized prior to the establishment of an effective date of withdrawal and not yet invoiced will be reimbursed according to the established billing cycle, but not for any work continued beyond the effective date of withdrawal.

XV. SEVERABILITY:

If any term of condition of this Agreement or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other terms, conditions, or applications of the Agreement which can be given effect with the invalid term, condition, or application and, to this end, the terms and conditions of this Agreement are declared severable.

XVI. GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Washington and any action or litigation undertaken to enforce the terms of this Agreement shall be conducted in Clark County, Washington.

XVII. WHOLE AGREEMENT

The Partners agree that this Agreement, together with all appendices, if any, constitute the entire Agreement between Partners and supersedes all prior or existing written or oral

agreements between the Partners and may not be amended other than in writing signed by the Partners.

XVIII. OPPORTUNITY WITHOUT DISCRIMINATION:

Agency Partners and Clark County agree to comply with all applicable state and federal rules and regulations, which prohibit discrimination on the basis of race, color, creed, religion, national origin, age, sex, marital status, or the presence of a sensory, mental or physical disability.

IN WITNESS WHEREOF, the Partners have executed this Agreement on the date and year indicated below.

CLARK COUNTY WASHINGTON

BY _____
Jim Rumpeltes, Interim County Manager

Date: _____

APPROVED AS TO FORM ONLY
Anthony F. Golik,
Clark County Prosecuting Attorney

By: _____
Christine M. Cook
Sr. Deputy Prosecuting Attorney

SIGNATURE PAGE

CITY OF BATTLE GROUND

BY _____
Name, Title

Date: _____

SIGNATURE PAGE

CITY OF CAMAS

BY _____
Name, Title

Date: _____

SIGNATURE PAGE

CITY OF VANCOUVER

BY _____
Name, Title

Date: _____

SIGNATURE PAGE

PORT OF VANCOUVER

BY _____
Name, Title

Date: _____

SIGNATURE PAGE

CITY OF WASHOUGAL

BY _____
Name, Title

Date: _____