

POULSBO AGREEMENT DISTRIBUTION SCHEDULE

SUBJECT: Kitsap Transit – Kitsap County Multi-modal Transportation Plan (ILA)

CONFORM AS TO DATES & SIGNATURES

- (X) Approved by the City Council: 08/21/2013
- (X) Completion: Concurrent w/WSDOT & FHA Agreement dated 09/21/2012
- (X) Recorded: Posted to City website

DISTRIBUTE CONFORMED COPIES AS FOLLOWS:

- City Attorney
- Clerk's Department: Original
- Posted to Library Drive
- Posted to Web Site
- Finance:
- Fire District #18
- Mayor
- Municipal Court
- MRSC
- Parks/Recreation
- Planning/Building
- Police
- Public Works/Engineering:

Jill A. Boltz
City Clerk

September 25, 2013
Date

**Interlocal Agreement Between Kitsap Transit and The City of
Poulsbo
(Kitsap County Multi-modal Transportation Plan)**

THIS INTERLOCAL AGREEMENT, made and entered into this 9th day of *September*, 2013, between Kitsap Transit, (hereinafter referred to as "TRANSIT") and the CITY OF POULSBO (hereinafter referred to as the "CITY"),

WHEREAS, the CITY and TRANSIT are both participating in the Kitsap County Multi-Modal Transportation Plan project, hereinafter referred to as the "PROJECT",

WHEREAS, the PROJECT's scope of work is to complete the first phase of a two phase Countywide Multi-Modal Transportation Plan. The Description of Work of Phase I is provided in the CITY's Local Agency Agreement with the Washington State Department of Transportation and reads, "Phase 1 assessment will define appropriate scale for Phase 2 Countywide Multi-Modal Transportation Plan, based on 5 elements: (1) Data review from local/regional/state resources; (2) Demographic Analysis to support transit planning; (3) Residents Survey; (4) Inter-disciplinary Review of nine relevant planning issues including corridor densification strategies that support GMA and efficient transit service; (5) Packaging & Presentation to City/County advisory & policy bodies." The CITY's Local Agency Agreement with the Washington State Department of Transportation is attached and incorporated by reference herein as Exhibit A,

WHEREAS, the City is the recipient of a federal grant in the amount of one hundred twenty-five thousand dollars (\$125,000),

WHEREAS, Puget Sound Regional Council has identified a local match, provided by TRANSIT in the amount of fifty thousand dollars (\$50,000),

WHEREAS, an additional twenty-five thousand dollars (\$25,000) in excess of the required project match, less funds already expended by the Kitsap Regional Coordinating Council in the amount of nine thousand, nine hundred and thirty-five dollars and fifty-three cents (\$9,935.53) for a total of fifteen thousand, sixty-four dollars and forty-seven cents (\$15,064.47), in local participation is provided by TRANSIT to be spent by the CITY on administration of the project and project-related expenses,

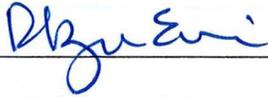
WHEREAS, project-related expenses include, but are not limited to, staff time, consultant time, and materials in support of project administration and execution, as well as staff time in support of managing the CITY's federal grant,

Now, therefore, the CITY and TRANSIT, do hereby agree as follows:

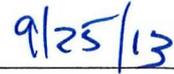
1. **PURPOSE OF AGREEMENT:** The purpose of this agreement is to formalize the administration and the financial responsibilities of TRANSIT and CITY related to the PROJECT.
2. **ADMINISTRATION:** This agreement does not create any separate legal entity. The City of Poulsbo shall administer this agreement and any other agreements or subcontracts related to the PROJECT..
3. **DURATION OF AGREEMENT:** This agreement shall take effect consistent with the grant award signed by the Washington State Department of Transportation and the Federal Highway Administration dated September 21, 2012 and shall remain in effect until completion the PROJECT or for two (2) years from the date of execution, whichever occurs first. This agreement may be renewed by mutual agreement of the CITY and TRANSIT. This agreement may be terminated by either party prior to completion of the PROJECT if the grant agreement between the CITY and the Washington State Department of Transportation is terminated by the state for any reason. If the agreement is terminated as provided in the preceding sentence, the terminating party shall give the other party thirty (30) days advance written notice of termination.
4. **RESPONSIBILITIES & REIMBURSEMENT:** The CITY will complete the PROJECT as provided in the grant award. The CITY is the recipient of federal funds for the PROJECT, in the amount of \$125,000. Per the CITY's agreement with the Washington State Department of Transportation and the Federal Highway Administration, a local match in the amount \$50,000 is required. TRANSIT agrees to provide the \$50,000 local match. TRANSIT will also provide an additional twenty-five thousand dollars (\$25,000) in support of the project for a total contribution of seventy-five thousand dollars (\$75,000), less funds already expended, for a total net contribution of sixty-five thousand, sixty four dollars and forty-seven cents (\$65,064.47). Upon execution of this agreement, the CITY shall invoice TRANSIT on a reimbursement basis. Reimbursement requests will be consistent with the timing of CITY requests reimbursement of the federal grant funds from the Washington State Department of Transportation Local Agency Agreement. Documentation supporting the federal grant reimbursement request shall be provided with related reimbursement requests that are submitted to TRANSIT.
5. **APPLICABLE LAW:** This inter-local agreement shall be construed and interpreted in accordance with the laws of the State of Washington, and, in the event of dispute, the venue of any action brought hereunder shall be in Kitsap County Superior Court.
6. The completed PROJECT shall be jointly owned by the CITY and TRANSIT and both parties shall have equal rights to use the same.

7. Pursuant to RCW 39.34.040, each party to this agreement shall post a copy of the same on that party's website.

This inter-local agreement is approved and entered into by the undersigned local government units the day and year above written.



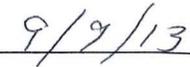
Becky Erickson, Mayor, City of Poulsbo



Date



John Clauson, Executive Director, Kitsap Transit



Date

ATTEST:



Jill Boltz, Clerk, City of Poulsbo



Date