POULSBO AGREEMENT DISTRIBUTION SCHEDULE

SUBJECT: **ILA – Kitsap County – Noll Road Roundabout Project**

CONFORM AS TO DATES & SIGNATURES

(X) Approved by the City Council: 11/07/12
(X) Completion: 12/03/2013
(_) Recorded: N/A

DISTRIBUTE CONFORMED COPIES AS FOLLOWS:

(_) City Attorney
(1) Clerk's Department: Original
(X) Posted to Library Drive
(X) 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

June 3, 2013
Date

INTERLOCAL AGREEMENT KC-366-12 BETWEEN KITSAP COUNTY AND THE CITY OF POULSBO FOR THE NOLL ROAD ROUNDABOUT PROJECT

This Interlocal Agreement is made and entered into pursuant to the provisions of Chapter 39.34 RCW by and between the County of Kitsap (hereinafter County) and the City of Poulsbo (hereinafter the City).

I. RECITALS

1. **WHEREAS**, the City and County boundaries meet in the immediate vicinity of the NE Lincoln Road/Noll Road NE and NE Gala Way;

2. **WHEREAS**, the City and County have recognized the benefit of traffic safety, capacity and operational improvements in the immediate area;

3. **WHEREAS**, the City and County will mutually benefit from construction of roadway improvements in said area;

4. **WHEREAS**, Chapter 39.34 RCW provides that local jurisdictions may enter into cooperative agreements for their mutual benefit;

Now, therefore, the City and County, through their respective legislative bodies, do hereby agree as follows:

1. **PURPOSE OF AGREEMENT:** The purpose of this agreement is to formalize financial responsibilities related to the design and construction of a circular roundabout, hereafter the project, located partially within County right-of-way.

2. **ADMINISTRATION OF AGREEMENT:** The Kitsap County Department of Public Works will administer this agreement.

3. **DURATION OF AGREEMENT:** This agreement shall take effect upon execution by both County and the City and shall remain in effect for one (1) year from date of execution by the County, provided, however, that this agreement may be renewed by mutual agreement of the City and County.

5. **FINANCIAL RESPONSIBILITY:** The City shall be solely responsible for all costs associated with design, construction and contract management for the project.

6. **REIMBURSEMENT:** Upon notification by the City that the project is complete, the County shall provide a single payment to the City in the amount of one hundred thousand dollars ($100,000).

7. **HOLD HARMLESS:** The City shall defend, indemnify and hold harmless at the City's sole expense, Kitsap County, its elected and appointed officials, officers employees and agents, from and against any and all claims, actions, demands, losses, damages, liabilities and costs, including, but not limited to, attorney's fees and litigation costs, arising out of the performance of this agreement, except that the City shall not be liable for injury or damages caused by the sole negligence or willful misconduct of

Kitsap County, its elected or appointed officials, officers, employees or agents.

DATED this 3, day of DEC, 2012.

CITY OF POULSBO
WASHINGTON

Becky Erickson, Mayor

11/15/12
Date

Approved as to Form:

City Attorney

BOARD OF COUNTY COMMISSIONERS
KITSAP COUNTY, WASHINGTON

Robert Gelder, Chair

Josh Brown, Commissioner

NOT PRESENT
Charlotte Garrido, Commissioner

ATTEST:

Dana Daniels, Clerk of the Board

BOARD OF COMMISSIONERS
STATE OF WASHINGTON
KITSAP COUNTY