

POULSBO AGREEMENT DISTRIBUTION SCHEDULE

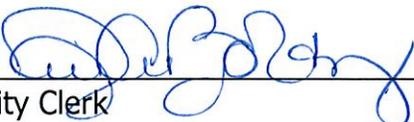
SUBJECT: **Kitsap County – Interlocal Agreement for Reimbursable Work Performed by Kitsap County Public Works**

CONFORM AS TO DATES & SIGNATURES

- (X) Approved by the City Council: N/A
- (X) Effective: 06/08/2009
- (X) Completion: 06/08/2013 (renewable after 3 years)
- () 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:
- () Kitsap Fire Prevention District No. 18



City Clerk

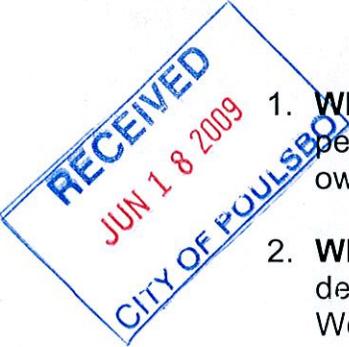
September 8, 2009

Date

**INTERLOCAL AGREEMENT KC 183-09 BETWEEN
KITSAP COUNTY AND THE CITY OF POULSBO
REIMBURSABLE WORK PERFORMED BY
KITSAP COUNTY PUBLIC WORKS**

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

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1. **WHEREAS**, the County has a Public Works Department which employs persons who specialize in certain types of Public Works projects, and also owns certain types of specialized equipment;
 2. **WHEREAS**, the City may from time to time find it advantageous or desirable to have certain work performed by the Kitsap County Public Works;
 3. **WHEREAS**, the County, as well as the City will benefit from cooperation in public works projects in this manner;
 4. **WHEREAS**, Chapter 39.34 RCW provides that local jurisdictions may enter into cooperative agreements for their mutual benefit;

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

1. **PURPOSE OF AGREEMENT:** The purpose of this agreement is to provide for cooperation between County and the City in Public Works projects by allowing the City to request certain work be performed by Kitsap County Public Works Department.
2. **ADMINISTRATION OF AGREEMENT:** Kitsap County Public Works Department will administer this agreement.
3. **DURATION OF AGREEMENT:** This agreement shall take effect upon execution of the agreement by both County and the City and shall remain in effect for five (5) years from date of execution by the County, provided, however, that this agreement may be renewed after three years by mutual agreement of the County and the City.
4. **TERMINATION OF AGREEMENT:** Either County or the City may terminate this agreement by giving ten days written notice to the other party.

5. **REQUEST BY THE CITY:** Whenever the City desires to obtain work from Kitsap County Public Works Department pursuant to this agreement; the City shall make a request for said work or equipment in writing upon a form supplied by County, a copy of which is attached to this agreement as Exhibit A.
6. **REVIEW OF REQUEST:** The request will be reviewed by Kitsap County Public Works Department for County work crews to perform the work requested. The Director of Public Works, or his designee, shall have final decision as to a recommendation of the work crew.
7. **APPROVAL OF REQUEST:** Once the Director of Public Works, or his designee, recommends the requested work crew, the recommendation will be forwarded on to the County Administrator for approval.
8. **FULLFILLMENT OF REQUEST:** If the County Administrator approves the request, as set forth in this agreement, the County will perform the work requested. It is understood that the requested work will be done at the convenience of the Public Works Department.
9. **COUNTY EMPLOYEES:** County employees assigned to Public Works projects pursuant to this agreement, remain employees of the County at all times and shall perform the work requested under sole supervision of the County. County employees shall use only approved equipment and materials in performance of Public Works projects pursuant to this agreement.
10. **FINANCIAL RESPONSIBILITY:** The City shall be solely responsible for all costs of the City's project and administration of all grant funds, if any, related to the City's project.
11. **REIMBURSEMENT:** The City shall reimburse County for all costs of direct and indirect labor (including fringe benefits), administration, equipment rental, engineering, materials and supplies for the Public Works performed pursuant to this agreement. County shall submit a statement to the City after performance or delivery and within thirty (30) days the City shall remit thereon.

12. **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, whether the demand, loss or claim is due to the negligence of the County, its elected and appointed officials, officers, employees, agents, or third parties, 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.
13. **INSURANCE:** County may require, as a condition of performance of Public Works, that the City obtain public liability insurance naming County as an additional insured. If County so requires it shall notify the City and give the City the option to withdraw its request.

DATED this 8th, day of JUNE, 2009.

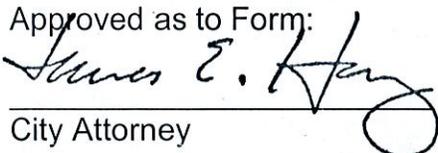
CITY OF POULSBO
WASHINGTON


KATHRYN QUADE, Mayor

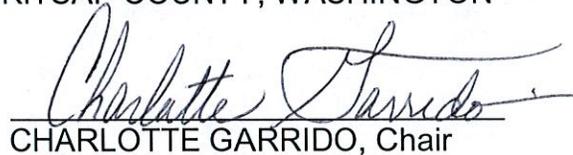
20 May 2009

Date

Approved as to Form:


City Attorney

BOARD OF COUNTY COMMISSIONERS
KITSAP COUNTY, WASHINGTON


CHARLOTTE GARRIDO, Chair



STEVE BAUER, Commissioner


JOSH BROWN, Commissioner



ATTEST:

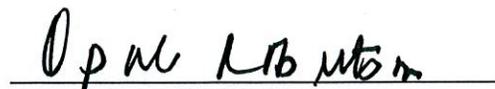

OPAL ROBERTSON
Clerk of the Board

EXHIBIT "A"

**REQUEST AND AGREEMENT
FOR REIMBURSABLE WORK PERFORMED BY**

KITSAP COUNTY PUBLIC WORKS DEPARTMENT

The undersigned hereby requests that the following described work and/or service be performed by the Kitsap County Public Works Department for the agency and/or department shown below. It is understood that this work will be done at the convenience of the Public Works Department and that the undersigned agency and/or department will reimburse all costs.

DESCRIPTION OF WORK OR SERVICES REQUESTED:

Estimate Attached: Yes No

Projected Completion Date: _____

Total Cost Not to Exceed \$ _____

The undersigned certifies that sufficient budgeted funds are available to cover the cost of the requested work and/or services, and that payment to the Kitsap County Public Works Department will be made promptly unless otherwise modified in this agreement.

REQUESTING AGENCY: _____

Address: _____

Phone: _____ FAX: _____

Requested by: _____
Name (Please Print) Title (Please Print)

Signature: _____ Date: _____

ACTION OF KITSAP COUNTY PUBLIC WORKS

APPROVED BY: _____ **DATE:** _____
Public Works Director or Representative

**Request and Agreement for Reimbursable Works
By Kitsap County Public Works Department**

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

- The Director's recommendation is hereby approved **DATE:** _____
- The Director's recommendation is disapproved or modified as follows:

NANCY BUONANNO-GRENNAN
County Administrator for

BOARD OF COUNTY COMMISSIONERS
KITSAP COUNTY, WASHINGTON