POULSBO AGREEMENT DISTRIBUTION SCHEDULE

SUBJECT: **Interlocal Agreement w/Kitsap County, Cities of BI, Bremerton, Port Orchard, Port of Bremerton Establishing Kitsap Regional Coordinating Council**

CONFORM AS TO DATES & SIGNATURES

(X) Passed by the City Council: 9/19/2007
(X) Effective: 11/5/2007 until terminated
( ) Recorded:

DISTRIBUTE CONFORMED COPIES AS FOLLOWS:

(1) City Attorney
(1) Clerk's Department: Original
(1) Finance:
( ) Mayor
( ) Municipal Court
( ) MRSC
( ) Parks/Recreation:
( ) Planning/Building:
( ) Police:
( ) Public Works:
( ) PW/Engr:
(1) Bookshelf Contracts Copy
( ) File #
( ) Indexing
(1) Jill - Contract (for scanning)
(1) KRCC has original

KY
City Clerk

11-26-2007
Date

Kitsap Regional Coordinating Council

KITSAP REGIONAL COORDINATING COUNCIL
INTERLOCAL AGREEMENT

THIS AGREEMENT is made and entered into by and between the undersigned parties pursuant to provisions of the Interlocal Cooperation Act of 1967, Chapter 39.34 RCW.

WHEREAS, the undersigned members recognize the need and desirability to participate in a forum for intergovernmental coordination, cooperation, and consultation among member agencies in order to bring about a continuous and comprehensive regional planning process and efficient service delivery; and

WHEREAS, the undersigned members desire jointly to undertake continuous, cooperative study and planning of regional and governmental issues of mutual interest, including but not limited to development, land use, housing, capital facilities, service, utilities, finances, public buildings, water supply, water distribution and drainage, air and water pollution, parks and recreation, transportation planning, and economic development; and

WHEREAS, it is the belief of the undersigned members that regional deliberations, planning, and review can best be achieved with the creation of a separate legal entity whose function and activities are subject to policy direction from the undersigned member agencies according to the provisions of this Agreement; and

WHEREAS, the State Growth Management Act (GMA) requires local jurisdictions to coordinate and ensure consistency when developing comprehensive land use plans and the undersigned members desire to establish the Kitsap Regional Coordinating Council as a separate legal entity to facilitate coordination and consistency of comprehensive land use plans as required by the GMA; and

WHEREAS, the undersigned members desire to use the Kitsap Regional Coordinating Council for developing County-wide Planning Policies (CPPs) under the GMA as a framework to guide Kitsap County and cities situated within the County in developing their comprehensive land use plans.

THEREFORE, in consideration of mutual promises and covenants herein it is hereby agreed:

I. NAME

This Agreement establishes the KITSAP REGIONAL COORDINATING COUNCIL ("Council"), a separate legal entity.

II. DURATION

The Agreement shall remain in force and effect perpetually or until terminated by majority vote of the member agencies.

III. DEFINITIONS

For the purpose of this Interlocal Agreement, the following terms have the meaning prescribed to them in this section unless the context of their use dictates otherwise:

A. "*Member agency*" means a voting and dues paying municipal or other government entity located within Kitsap County which is a party to this Agreement.

B. "*State*" means the State of Washington.

C. "*Region*" means the territory physically lying within the boundaries of Kitsap County.

D. "*Kitsap Regional Coordinating Council*" or "*Council*" means the separate legal entity established by this Agreement to represent member agencies to carry out those powers and managerial and administrative responsibilities delegated pursuant to the provisions of this Agreement.

E. "*Majority vote*" means more than one-half of the votes cast when a quorum is present and must include a majority of votes from County commissioners and a majority of votes from the representatives of at least two separate cities.

F. "*Executive Board*" shall mean the representatives of member agencies of the Kitsap Regional Coordinating Council identified in Article IV.B. of this Agreement.

G. "*Cost Allocation*" means annual dues (the annual allocation among Member agencies of the cost of Council operations determined by the Executive Board for the purposes of calculating members' obligations to contribute to the funding of Council operations for the year, and for the purposes of calculating obligations and distributions in the event of withdrawal or termination).

H. "*Ex Officio Member*" means a non-voting, non-dues paying member of the Council.

I. "*Two-thirds majority vote*" means a majority vote and also requires a majority of votes from County commissioners and a majority of votes from the representatives from at least two separate cities.

J. "*Associate Member*" means a member of the Council which is not a party to this Agreement and who enters into a separate agreement with the Council that establishes the Associate Member's level of participation in Council activities.

K. "*Executive Director*" is the person appointed by the Executive Board to accomplish the work plan developed by the Executive Board.

IV. MEMBERSHIP AND REPRESENTATION

A. Membership. Membership (except for Associate Members and Ex Officio Members) is established by execution of this Agreement and payment of any required cost allocation as established by the Executive Board.

B. Executive Board. The Executive Board is comprised of the following representatives of member agencies:

1. County Government: three (3) members of the Kitsap County Board of Commissioners;

2. City Governments:

   a. The Mayor of each city having a population of 10,000 persons or less;

   b. The Mayor and one (1) member of the City Council of each city having a population between 10,001 persons and 30,000 persons;

   c. The Mayor and two (2) members of the City Council of each city having a population greater than 30,000 persons;

3. Port of Bremerton: one (1) representative consisting of a Port Commissioner.

4. City Council, and Port of Bremerton representatives may be selected by whatever means established by each specific member agency for a two (2) year term.

C. The determination of the population of cities will be the most recent annual population estimate of cities and towns prepared by the Washington State Office of Financial Management.

D. A municipal or government entity or a federally recognized Indian Tribe that desires to become a member of the Council must obtain permission to do so by majority vote of the Executive Board. The required permission applies to any entity that wishes to become a Member or Ex Officio Member. A municipal or government entity or a federally recognized Indian tribe that wishes to become an Associate Member must obtain permission to do so by a majority vote of the Executive Board, and must present a draft agreement for the Executive Board's consideration, establishing the proposed terms, duties, powers and privileges for Associate Member status.

V. POWER, AUTHORITY, AND PURPOSE

This Agreement does not confer additional substantive powers or authorities on member agencies. The powers and authorities conferred herein are limited to the powers that each member agency is authorized by law to perform. The Council has the following power, authority, and purpose:

A. Provide a regional forum for regional deliberations and cooperative decision-making by the region's elected officials in order to bring about a continuous and comprehensive planning process, and foster cooperation and mediate differences among governments throughout the region.

B. Consistent with the GMA, coordinate and ensure consistency when developing comprehensive land use plans.

C. Consistent with the GMA, develop CPPs to be used as a framework to guide the County and the Cities in developing their comprehensive land use plans;

D. Coordinate actions to provide for the distribution of state and federal grant funds, including but not limited to federal transportation funding, community development block grants, and low income housing grants.

E. Undertake continuous, cooperative study and planning of regional and governmental problems of mutual interest, including but not limited to development, land use, housing, capital facilities, services, utilities, finances, public buildings, water supply, water distribution and drainage, air and water pollution, parks and recreation and transportation planning.

F. Coordinate actions to provide for a sustainable economy and environment for the region.

G. Carry out such other planning and coordinating activities authorized by majority vote of the Council including participation in other forums and organizations.

H. Establish Bylaws, to be amended from time to time, that govern the procedures of the Council. The Bylaws, as may be amended, are incorporated into this Agreement by this reference as if fully set forth herein.

I. Appoint the Executive Director.

J. Enter into agreements appropriate and/or necessary to implement this Agreement.

K. Purchase, receive, lease, take by gift, or otherwise acquire, own, hold, improve, use and otherwise deal in and with real or personal property, or any interest therein, in the name of the Council.

L. Sell, convey, mortgage, pledge, lease, exchange, transfer, and otherwise dispose of its property and assets.

M. Sue and be sued, complain and defend, in all courts of competent jurisdiction in the Council's name.

N. To engage in any other activity necessary to further the Council goals and purposes to the extent authorized by chapter 39.34 RCW.

O. Apply for such federal, state, or private funding of any nature as may become available to assist the organization in carrying out its purposes and functions.

P. Identify and examine issues relating to governance, growth policies, development standards, service provision, revenue-cost sharing and municipal annexations in urban growth areas.

Q. Strive to represent the consensus of views on growth management and planning issues among member agencies. The Council makes recommendations on behalf of those jurisdictions to multi-county regional agencies and State government on behalf of member agencies, on proposed changes to multi-county regional plans, state plans and laws.

R. Represent the views or position of member agencies within the County on issues of consistency or the resolution of conflicts related to the multi-county regional growth strategy and transportation plan.

S. Make appointments to committees and boards of multi-county regional organizations (e.g. Puget Sound Regional Council, Peninsula Regional Transportation Planning Organization) where appointments are requested to represent more than one member agency of the Council. Members appointed to such committees and boards shall represent the consensus of the views of the Council. If consensus is not reached on a particular issue, the members appointed to such committees and boards shall represent all views of the Council, in order to accurately portray the status of discussions on that issue.

T. Employ personnel, adopt personnel policies, terminate personnel, and all other associated powers necessary for and relevant to employment matters.

U. Review the interlocal agreement no fewer than every 10 years with the assistance of legal counsel.

VI. FINANCING

A. Cost Allocation. All members shall pay the annual cost allocation as described in the Bylaws. If payment by a member is not paid timely after notice of the cost allocation is received, the member is subject to having its membership status revoked by majority vote of the Executive Board.

B. Local Government Accounting. All services and transfers of property to the Kitsap Regional Coordinating Council shall be paid and accounted for in accordance with RCW 43.09.210.

VII. FISCAL YEAR AND BUDGET

A. The Fiscal Year. The fiscal year shall coincide with the calendar year.

B. Adoption of Budget. By September of each year the Executive Board shall adopt a draft annual work program, budget, and cost allocation for the ensuing fiscal year that identifies anticipated activities, goals, revenues, and expenditures for completing the work program. The final work program, budget, and cost allocation for the ensuing year shall be adopted by the Executive Board no later than November of each year. After the Council has approved the final budget it is forwarded to the County for inclusion as a distinct agency fund within the Kitsap County Budget. No increase or decrease to the final budget shall occur without the approval of the Executive Board.

C. Notice of Budget. On or before September 30, the Executive Board shall provide written notice of the ensuing year's draft budget, work plan, and cost allocation to the designated representative(s) of each member agency. On or before November 30, the Executive Board shall provide written notice of the final budget, work plan, and cost allocation adopted for the ensuing fiscal year to the designated representative(s) of each member agency.

D. Accounting, Budgeting, and Reporting. The Council shall be subject to the Budgeting Accounting & Reporting System (BARS) applicable to Category 1 local governments.

E. Fiscal Agent. Kitsap County shall be the fiscal agent for the Council. After approval by the Executive Board, the Executive Board shall forward the final budget to the County for inclusion as a distinct agency fund within the Kitsap County Budget known as the Operating Fund of Kitsap Regional Coordinating Council.

F. Contracting. All contracts made by or on behalf of the Council shall be in accordance with state law, including, but not limited to: Chapter 39.04 RCW, and Chapter 42.23 RCW, and Chapter 42.24 RCW.

VIII. WITHDRAWAL FROM AGREEMENT

Any member agency has the right to withdraw from this Interlocal Agreement by giving the Executive Board six (6) months prior written notice. Unless otherwise provided by future agreement, any member agency that withdraws shall remain responsible for its financial and other obligations with regard to Council activities until the effective date of withdrawal and with regard to agreements to which the Council is a party and which exist at the time of such notice of withdrawal. Withdrawal by one member agency to this Interlocal Agreement shall not terminate the Agreement as to any other remaining member agencies. Except as provided in Article IX of this Agreement, any member agency that withdraws from this Agreement forfeits any rights it

may have to the Council's assets; provided, however, such forfeiture shall not take effect if the Council dissolves within one (1) year of the date of the withdrawal notice.

IX. DISPOSAL OF ASSETS

Upon dissolution of the Council, any Council assets, after payment of all liabilities, costs, expenses, and charges validly incurred under this Agreement, shall be distributed to member agencies which are members of the Council on the date of dissolution. Distribution of assets shall be in proportion to the funding formula for cost allocation as described in the Bylaws, in accordance with Article VI.B. of the Agreement, and existing at the time of dissolution. The debts, liabilities, and obligations of the Council shall not constitute a debt, liability, or obligation of any member agency. If assets cannot reasonably be distributed in proportion to the funding formula, the Council shall declare the assets to be surplus, and shall offer the assets for sale according to the requirements of chapter 43.19 RCW, and shall distribute the proceeds from the sale in proportion to the funding formula established by the Executive Board in accordance with Article VI.B. of this Agreement.

X. LIABILITY AND INSURANCE

A. Any loss or liability to third parties resulting from negligent acts, errors, or omissions of the Council, Member agencies (excluding Associate Members), Ex Officio Members, and/or employees while acting within the scope of their authority under this Agreement shall be borne by the Council exclusively, and the Council shall defend such parties, at its cost, upon request by the member agency, ex officio agency, and/or employee.

B. The Executive Board shall obtain commercial general liability, and auto liability insurance coverage for the Council, Executive Board, and any staff employed by the Council, at levels no less than $1 million single occurrence and $2 million aggregate for each type of liability that is insured. The policy shall name each member agency, and their respective elected officials, officers, agents, and employees as additional insured's. The Executive Board shall annually evaluate the adequacy of the Council's insurance coverage.

C. The Executive Board shall require that all contractors and subcontractors utilized by the Council obtain insurance coverage consistent with Article X.B.

XI. LEGAL REPRESENTATION

The Kitsap County Prosecuting Attorney's Office shall provide day-to-day legal advice and act as legal counsel for the Council and its appointees; provided that in the event a conflict exists between the Council and it appointees and any other client represented by the Prosecutor's Office, then the Bremerton City Attorney's Office shall provide such representation; and provided further that in the event a conflict exists between the Council and its appointees and both a client represented by the Prosecutor's Office and a client represented by the Bremerton City Attorney's Office, then the attorney for the Cities of Bainbridge Island, Port Orchard, or Poulsbo shall provide such representation; and provided further that in the event a conflict exists between the Council and its appointees and a client represented by the Prosecutor's Office, and a

client represented by the attorneys of the cities, the Council may retain outside legal counsel in that matter only. Additionally, and regardless of whether a conflict of interest exists as described in the preceding sentence, the Council may retain outside legal counsel concerning any matter the Council deems appropriate. An adjustment in cost allocation to Members will be made if the Council retains outside legal counsel.

XII. ENTIRE AGREEMENT

This Agreement supersedes all previous Kitsap Regional Coordinating Council interlocal agreements and all prior discussions, representations, contracts, and/or agreements between the parties relating to the subject matter of this Agreement and constitutes the entire contract between the parties.

XIII. MODIFICATION

Except as provided by Article XIX, the terms of this Agreement shall not be altered or modified unless agreed to in writing by all member agencies and such writing shall be executed with the same formalities as are required for the execution of this document.

XIV. WAIVER

The failure of any party to insist upon strict performance of any of the terms and conditions of this Agreement shall not be construed to be a waiver or relinquishment of same, but the same shall be and remain in full force and effect.

XV. NOTICE

Except as provided in Article XVIII of this Agreement, any notice required by this Agreement shall be made in writing to the representative(s) identified in Article IV.B. of this Agreement with a copy of such notice provided to the Executive Director. Notice is effective on the third day following deposit with the U.S. Postal Service, regular mail.

XVI. SEVERABILITY

If any of the provisions of this Agreement are held illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

XVII. CHOICE OF LAW AND VENUE

This Agreement shall be governed by the laws of the State of Washington, both as to its interpretation and performance. Any action at law, suit in equity, or other judicial proceeding arising in connection with this Agreement may be instituted and maintained only in a court of competent jurisdiction in Kitsap County, Washington.

XVIII. CLAIMS

A. Any claim for damages made under chapter 4.96 RCW shall be filed with the Chair of the Kitsap Regional Coordinating Council, c/o the Clerk of the Kitsap County Board of Commissioners, 614 Division Street, MS-4, Port Orchard, Washington, 98366.

B. Upon receipt of a claim for damages, or any other claim, a copy of the claim will be provided by the Clerk of the Board to the Executive Director and to each member of the Executive Board.

XIX. EXECUTION AND FILING

A. Counterparts. The parties agree that there shall be multiple original signature pages of this Agreement distributed for signature by the necessary officials of the parties. Upon execution, the executed original signature pages of this Agreement shall be returned to the Clerk of the Kitsap County Board of Commissioners, who shall file an executed original of this Agreement with the Kitsap County Auditor. The Clerk of the Board shall distribute duplicate conformed copies of the Agreement to each of the parties. Parties that sign on as Members at a later date will provide original signature pages of this Agreement to the Clerk of the Kitsap County Board of Commissioners, who shall file the signature pages provided with the Kitsap County Auditor. The Clerk of the Board shall distribute duplicate conformed copies of the signature pages filed later, to each of the parties. Addition of parties at a later date will not constitute a modification under Section XIII of this Agreement.

B. Later Approval and Filing. Later approval and filing of this Agreement by additional parties as set forth in Article IV, Section D, shall be deemed an authorized amendment to the Agreement already on file with the Kitsap County Auditor, without the need for reconsideration and approval by parties that have already approved and executed the Agreement.

XX. EFFECTIVE DATE

This Agreement shall go into effect among and between the parties upon its execution by all of the parties, as evidenced by the signatures and dates affixed below and upon its filing with the County Auditor as provided in Article XIX.

IN WITNESS WHEREOF, this Agreement has been executed by each party on the date set forth below:

Executed this 27th day of September, 2007.

City of Bainbridge Island

Darlene Kordonowy

Darlene Kordonowy, Mayor

Executed this ___ day of _____, 2007.

City of Bremerton

_____
Cary Bozeman, Mayor

Executed this ___ day of _____, 2007.

City of Port Orchard

_____
Kim Abel, Mayor

Executed this ___ day of _____, 2007.

City of Poulsbo

_____
Kathryn H. Quade, Mayor

Executed this ___ day of _____, 2007.

Port of Bremerton

_____
Mary Ann Huntington

XX. EFFECTIVE DATE

This Agreement shall go into effect among and between the parties upon its execution by all of the parties, as evidenced by the signatures and dates affixed below and upon its filing with the County Auditor as provided in Article XIX.

IN WITNESS WHEREOF, this Agreement has been executed by each party on the date set forth below:

Executed this ___ day of _____, 2007.

City of Bainbridge Island

_____

Darlene Kordonowy, Mayor

Executed this ___ day of _____, 2007.

City of Bremerton

_____

Cary Bozeman, Mayor

Executed this 24th day of October, 2007.

City of Port Orchard

Kim E. Abel

_____

Kim Abel, Mayor

Executed this ___ day of _____, 2007.

City of Poulsbo

_____

Kathryn H. Quade, Mayor

Executed this ___ day of _____, 2007.

Executed this ___ day of _____, 2007.

City of Bremerton

_____

Cary Bozeman, Mayor

Executed this ___ day of _____, 2007.

City of Port Orchard

_____

Kim Abel, Mayor

Executed this 8th day of November, 2007.

City of Poulsbo

_____

Kathryn H. Quade, Mayor

Executed this ___ day of _____, 2007.

Port of Bremerton

_____

Mary Ann Huntington

Executed this ___ day of _____, 2007.

City of Bremerton

_____

Cary Bozeman, Mayor

Executed this ___ day of _____, 2007.

City of Port Orchard

_____

Kim Abel, Mayor

Executed this ___ day of _____, 2007.

City of Poulsbo

_____

Kathryn H. Quade, Mayor

Executed this 25th day of September, 2007.

Port of Bremerton

Mary Ann Huntington

Mary Ann Huntington

Executed this 8 day of OCTOBER, 2007.

KITSAP COUNTY BOARD OF COMMISSIONERS

JOSH BROWN, Chair

NOT PRESENT

JAN ANGEL, Commissioner

ATTEST:

Opal Robertson, Clerk of the Board

STEPHEN BAUER, Commissioner

Approved as to form:

Bainbridge Island City Attorney

Bremerton City Attorney

Port Orchard City Attorney

Poulsbo City Attorney

Port of Bremerton Attorney

Deputy Prosecuting Attorney for Kitsap County

Executed this _____ day of _____, 2007.

KITSAP COUNTY BOARD OF COMMISSIONERS

_____
JOSH BROWN, Chair

ATTEST:

_____
JAN ANGEL, Commissioner

_____
Opal Robertson, Clerk of the Board

_____
STEPHEN BAUER, Commissioner

Approved as to form:

_____
Bainbridge Island City Attorney

_____
Bremerton City Attorney

_____
Port Orchard City Attorney

_____
Poulsbo City Attorney

_____
Port of Bremerton Attorney

_____
Deputy Prosecuting Attorney for Kitsap County

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Executed this _____ day of _____, 2007.

KITSAP COUNTY BOARD OF COMMISSIONERS

_____
JOSH BROWN, Chair

ATTEST:

_____
JAN ANGEL, Commissioner

_____
Opal Robertson, Clerk of the Board

_____
STEPHEN BAUER, Commissioner

Approved as to form:

_____
Bainbridge Island City Attorney

_____
Bremerton City Attorney

_____
Port Orchard City Attorney

_____
Poulsbo City Attorney

_____
Port of Bremerton Attorney

_____
Deputy Prosecuting Attorney for Kitsap County

Port of Bremerton

_____
Mary Ann Huntington

Executed this _____ day of _____, 2007.

KITSAP COUNTY BOARD OF COMMISSIONERS

_____
JOSH BROWN, Chair

ATTEST:

_____
JAN ANGEL, Commissioner

_____
Opal Robertson, Clerk of the Board

_____
STEPHEN BAUER, Commissioner

Approved as to form:

_____
Bainbridge Island City Attorney

_____
Bremerton City Attorney

_____
Port Orchard City Attorney

_____
Poulsbo City Attorney

_____
Port of Bremerton Attorney

_____
Deputy Prosecuting Attorney for Kitsap County

Executed this _____ day of _____, 2007.

KITSAP COUNTY BOARD OF COMMISSIONERS

_____
JOSH BROWN, Chair

ATTEST:

_____
JAN ANGEL, Commissioner

_____
Opal Robertson, Clerk of the Board

_____
STEPHEN BAUER, Commissioner

Approved as to form:

_____
Bainbridge Island City Attorney

_____
Bremerton City Attorney

_____
Port Orchard City Attorney

_____
Poulsbo City Attorney

_____
Port of Bremerton Attorney

_____
Deputy Prosecuting Attorney for Kitsap County

Executed this _____ day of _____, 2007.

KITSAP COUNTY BOARD OF COMMISSIONERS

_____
JOSH BROWN, Chair

ATTEST:

_____
JAN ANGEL, Commissioner

_____
Opal Robertson, Clerk of the Board

_____
STEPHEN BAUER, Commissioner

Approved as to form:

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Bainbridge Island City Attorney

_____
Bremerton City Attorney

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Port Orchard City Attorney

_____
Poulsbo City Attorney

_____
Port of Bremerton Attorney

_____
Deputy Prosecuting Attorney for Kitsap County