

POULSBO AGREEMENT DISTRIBUTION SCHEDULE

SUBJECT: ILA with Kitsap County for Public Works Reimbursable Work

CONFORM AS TO DATES & SIGNATURES

- Approved by the Mayor: _____
- Approved by the City Council: 5/20/2015
- Completion: 6/22/2020
- Recorded: _____
- Certificate of Liability: _____

DISTRIBUTE CONFORMED COPIES AS FOLLOWS:

- City Attorney
- Clerk's Department: Original
- Posted to Library Drive
- Posted to Web Site
- Department: _____
- Mayor
- Other: _____

Rhiannon Fernandez
City Clerk

01/30/2017
Date

**INTERLOCAL AGREEMENT KC-152-15 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

1. **WHEREAS**, the County has a Department of Public Works 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 Department of 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 that certain work be performed by the County.
2. **ADMINISTRATION OF AGREEMENT:** No separate entity is being created by this Agreement; the Kitsap County Department of Public Works 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 the County 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 the County to ensure that the requested work can be completed in a timely and efficient manner. The County Director of Public Works, or his designee, shall have the final decision as to required manpower and equipment needs.
7. **APPROVAL OF REQUEST:** The Director of Public Works, or his designee, will review and approve the City's request.
8. **FULLFILLMENT OF REQUEST:** If the Director of Public Works approves the request, as set forth in this agreement, the County will perform the work. It is understood that the requested work will be done at the convenience of the Department of Public Works and will not negatively impact the County's business.
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:** Pursuant to RCW 43.09.210, 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. **PROPERTY:** Property acquired by each party shall remain the property of the purchasing party.

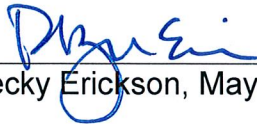
13. **HOLD HARMLESS:** The City shall defend, indemnify and hold harmless at the City's sole expense, Kitsap County, its elected and appointed officials, officers employees and agents, from and against any and all claims, actions, demands, losses, damages, liabilities and costs, including, but not limited 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 Entity 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.

The City expressly assumes potential liability for actions brought by City employees against County; and, solely for the purpose of this indemnification and defense, the City specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The City recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was subject of mutual negotiation.

14. **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 21st day of may 2015

CITY OF POULBSO



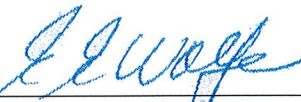
Becky Erickson, Mayor

Dated this 22 day of June, 2015

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



ROBERT GELDER, Chair



EDWARD E. WOLFE, Commissioner



CHARLOTTE GARRIDO, Commissioner

Attest:



City Clerk



Dana Daniels, Clerk of the Board



Approved as to form by the City Attorney

*Approved as to form by the Kitsap County
Prosecutor's Office*

EXHIBIT "A"

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

KITSAP COUNTY DEPARTMENT OF PUBLIC WORKS

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