

**POULSBO AGREEMENT DISTRIBUTION SCHEDULE**

**SUBJECT:** 2018-032 Kitsap County ILA for Finn Hill SRTS Project

**CONFORM AS TO DATES & SIGNATURES**

- Approved by the Mayor: 2/12/2018
- Approved by the City Council: \_\_\_\_\_
- Completion: 3/12/2021
- 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

4/30/2018  
Date

**INTERLOCAL AGREEMENT BETWEEN  
KITSAP COUNTY AND THE CITY OF POULSBO  
FOR COOPERATIVE PARTICIPATION IN THE NW FINN HILL  
ROAD/RHODODENDRON LANE NW ROAD SAFE ROUTES TO SCHOOL PROJECT**

THIS INTERLOCAL AGREEMENT is made and entered into pursuant to the provisions of Chapter 39.34 of the Revised Code of Washington, ("the Agreement"), on the 12 day of March 2018, by and between the County of Kitsap (hereinafter "the County"), a municipal corporation and political subdivision of the State of Washington, and the City of Poulsbo (hereinafter "the City"), a municipal corporation of the State of Washington, (hereinafter, individually "the Party" and collectively "the Parties").

**WHEREAS**, the City and the County boundaries meet in the immediate vicinity of NW Finn Hill Road and Rhododendron Lane NW, situated in unincorporated Kitsap County; and

**WHEREAS**, the City and the County recognize the benefit of traffic safety improvements in the immediate area; and

**WHEREAS**, the City has secured a federal Safe Routes to School ("SRTS") grant for pedestrian improvements to the City's NW Finn Hill Road and a portion of Rhododendron Lane NW ("the Project"); and

**WHEREAS**, the City and the County find it advantageous and desirable to work cooperatively on this Project and share costs proportionally; and

**WHEREAS**, the City and the County will mutually benefit from completing this Project cooperatively; and

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

**NOW, THEREFORE**, in consideration of the mutual covenants, conditions and promises contained herein, 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 mutual cooperation and joint funding of the project. Design, right of way acquisition and construction of the City and County portions of the Project will be managed by the City. Costs incurred for the County portion not reimbursed by the SRTS grant will be paid by the County.
2. **ADMINISTRATION OF AGREEMENT:** This Agreement will be administered by Kitsap County Public Works.
3. **DURATION OF AGREEMENT:** This Agreement shall take effect upon execution of the Agreement by both the County and the City and shall remain in effect for three (3) year(s) from date of execution by the County, provided, however, that this Agreement may be renewed after the third year by mutual agreement of the Parties.

4. **FINANCIAL RESPONSIBILITY:** The City shall be solely responsible for management of design, permits, right of way acquisition and construction management of the project. County reimbursement to City for County portion of the project shall follow the terms set forth in Section 5 and Section 7.
5. **REIMBURSEMENT:** Upon completion of the project, the City will provide an invoice to the County outlining and distributing costs for the project. The County shall reimburse the City for all direct and indirect costs including administration, engineering, right of way acquisition and construction for the County portion of the project. The total County contribution for the project will not exceed Three Hundred and Seventy Five Thousand dollars (\$375,000.00). The County shall reimburse the City within forty-five (45) days of the work being accepted and acknowledged receipt of an invoice.
6. **ACQUISITION OF PROPERTY:** Any property acquired within unincorporated County pursuant to this Agreement shall remain property of the County, and any property acquired within the City pursuant to this agreement shall remain property of the City.
7. **TERMINATION OF AGREEMENT:** Either Party may terminate this Agreement by giving ten days written notice to the other Party. If the Agreement is terminated before completion of the Project, the County will pay all costs incurred by the City in the Kitsap County segment, up to the effective date of the termination, consistent with Section 5 of this Agreement, including termination costs of consultants and contractors.
8. **COUNTY EMPLOYEES:** County employees assigned to the Project pursuant to this Agreement, remain employees of the County at all times and shall perform all work under sole supervision of the County.
9. **CITY EMPLOYEES:** City employees assigned to the Project pursuant to this Agreement remain employees of the City at all times and shall perform the work requested under the sole supervision of the County.
10. **LEGAL/ADMINISTRATIVE ENTITY:** No separate legal or administrative entity is created by or pursuant to this Agreement.
11. **INSURANCE:** Each Party shall maintain insurance adequate to cover all its own reasonably foreseeable activities and actions under this Agreement.
12. **INDEMNIFICATION:**
  - a. Each Party agrees to defend, indemnify and hold harmless the other Party, its officials, officers, employees and agents for all claims, liabilities, damages, suits, reasonable attorney's fees and costs arising from the negligent acts and omissions of the indemnitor, its officials, officers, employees and agents.
  - b. In cases of concurrent negligence of the Parties, the above provision requiring each Party to defend, indemnify, and hold harmless the other Party ("the Indemnification Provision") is valid and enforceable only to the extent of the negligence of the respective Parties.
  - c. Solely for the purposes of the Indemnification Provision, each Party waives its immunity under Title 51 (industrial Insurance) of the Revised

Code of Washington and acknowledges that this waiver was mutually negotiated by the Parties.

- d. Each Party agrees to notify the other Party within two (2) business days of any claims made related to this Agreement.
- e. The Indemnification provision shall survive the expiration or termination of this Agreement.

**13. COMPLIANCE WITH REGULATIONS and LAWS:** The City and the County shall comply with all laws and applicable rules and regulations pertaining to this Agreement.

**14. ASSIGNMENT:** The City and the County shall not assign this Agreement or any interest, obligation or duty herein without the mutual written consent of the other Party.

**15. ATTORNEYS' FEES:** In the event of litigation to enforce any of the terms or conditions of this Agreement, each Party shall pay its own costs and attorney's fees.

**16. CHOICE OF LAW and VENUE:** this Agreement shall be interpreted according to the laws of the State of Washington. Any judicial action to resolve disputes arising out of this Agreement shall be brought in Pierce County Superior Court.

**17. FILING:** this Agreement shall be filed with the Kitsap County Auditor pursuant to RCW 39.34.

**18. ENTIRE AGREEMENT:** This Agreement constitutes the entire Agreement between the Parties, and the Parties acknowledge that there are no other agreements, written or oral, that have not been set forth in the text of this Agreement.

EXECUTED this 12 day of March, 2018.

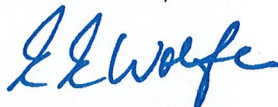
CITY OF POULSBO

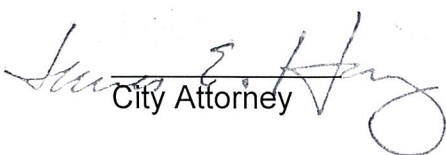
BOARD OF COUNTY COMMISSIONERS  
KITSAP COUNTY, WASHINGTON

  
Becky Erickson, Mayor

  
ROBERT GELDER, Chair

Approved as to Form:

  
EDWARD E. WOLFE, Commissioner

  
City Attorney

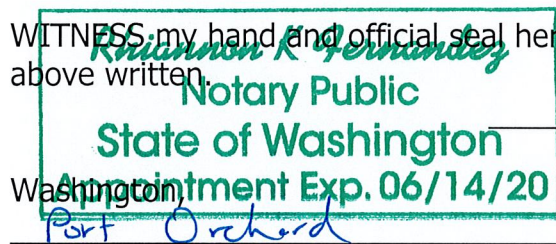
  
CHARLOTTE GARRIDO, Commissioner

  
Dana Daniels, Clerk of the Board

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF Kitsap )

ON THIS 12<sup>th</sup> day of February, 2018, before me, personally appeared Becky Erickson and n/a, to me known to be the Mayor and n/a of City of Poulsbo, being one of the municipal corporations that executed the within and foregoing instrument, and they acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument, and the seat of said municipal corporation is affixed hereon.

WITNESS my hand and official seal hereto the day and year in this certificate first above written.



[Signature]  
Notary Public in and for the State of  
Residing at

My commission expires 6-14-2020

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF Kitsap )

ON THIS 12<sup>th</sup> day of March, 2018, before me, personally appeared Robert Gelder, Charlotte Garrido and Edward E. Wolfe, to me known to be the Commissionary and [Signature] of Kitsap County, being one of the municipal corporations that executed the within and foregoing instrument, and they acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument, and the seat of said municipal corporation is affixed hereon.

WITNESS my hand and official seal hereto the day and year in this certificate first above written.



[Signature]  
Notary Public in and for the State of Washington,  
Residing at Port Orchard  
My commission expires 12-15-2021