

**INTERLOCAL AGREEMENT KC 397-09 BETWEEN
KITSAP COUNTY AND THE CITY OF PORT ORCHARD
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 Port Orchard (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 Kitsap County Department of Public Works.
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 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 Kitsap County Department of Public Works 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 Kitsap County Department of Public Works to insure 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:** Once the Director of Public Works, or his designee, has reviewed the City's request, a 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 Department of Public Works.
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:** Each party ("acting party") shall hold the other party ("non-acting party") harmless, and indemnify, and defend the non-acting party, including its elected officials, officers, employees, and agents, from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees and costs) which result from or arise out of the acting party's sole negligence in connection with or incidental to the performance or non-performance of its activities pursuant to this Agreement.

In the event that the officials, officers, agents, and/or employees of both County and the City are concurrently negligent, each party shall be liable for its contributory share of negligence for any resulting suits,

actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorneys' fees).

As to any claims asserted against a party because of its conduct hereunder, such party expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees, and agrees to the obligations imposed upon it to indemnify, defend, and hold harmless the other party as provided in this Agreement. By executing this Agreement, each party acknowledges the foregoing waiver has been mutually negotiated.

The provisions of this section shall survive the termination of this Agreement as to any party.

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 11th, day of January, 200~~9~~¹⁰.

CITY OF PORT ORCHARD
WASHINGTON


LARRY COPPOLA, Mayor

11/10/2009

Date

Approved as to Form:


City Attorney

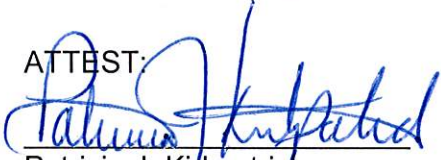
BOARD OF COUNTY COMMISSIONERS
KITSAP COUNTY, WASHINGTON


JOSH BROWN, Chair

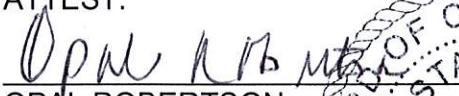

STEVE BAUER, Commissioner


CHARLOTTE GARRIDO, Commissioner

ATTEST:


Patricia J. Kirkpatrick
CMC, City Clerk

ATTEST:


OPAL ROBERTSON
Clerk of the Board

