

**INTERLOCAL AGREEMENT KC-472-12 BETWEEN  
KITSAP COUNTY AND THE CITY OF BAINBRIDGE ISLAND  
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 Bainbridge Island (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 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:** Once the Director of Public Works, or his designee, has reviewed the City's request, a recommendation will be forwarded on to the Chair of the Board of County Commissioners for approval.
8. **FULLFILLMENT OF REQUEST:** If the Chair of the Board of County Commissioners 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.

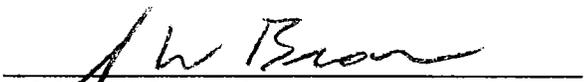
13. **INSURANCE:** County may require, as a condition of performance of Public Works, that the City obtain public liability insurance naming County as an additional insured. If County so requires, it shall notify the City and give the City the option to withdraw its request.

DATED this 28<sup>th</sup>, day of January, 2013.

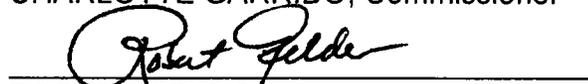
**CITY OF BAINBRIDGE ISLAND  
WASHINGTON**

  
\_\_\_\_\_  
Douglas Schulze, City Manager

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

  
\_\_\_\_\_  
JOSH BROWN, Chair

  
\_\_\_\_\_  
CHARLOTTE GARRIDO, Commissioner

  
\_\_\_\_\_  
ROBERT GELDER, Commissioner

ATTEST:

  
\_\_\_\_\_  
Dana Daniels, Clerk of the Board



**ACTION OF KITSAP COUNTY PUBLIC WORKS**

**APPROVED BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
Public Works Director or Representative

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

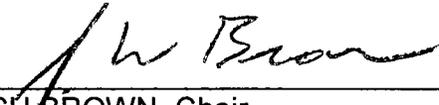
The Director's recommendation is hereby approved    **DATE:** \_\_\_\_\_

The Director's recommendation is disapproved or modified as follows:

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\_\_\_\_\_  
JOSH BROWN, Chair  
BOARD OF COUNTY COMMISSIONERS  
KITSAP COUNTY, WASHINGTON

**EXHIBIT "A-1" to  
INTERLOCAL AGREEMENT KC-472-12**

**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:**

The City has requested that the County supply salt brine for snow and ice control.

Kitsap County cannot ensure an uninterrupted supply of salt brine. The availability may be limited by inventory, equipment breakdown, location, available personnel, weather conditions or other factors.

Salt brine will generally be available Monday through Friday between 7:00 am to 3:30 pm. The City will provide the District Road Supervisor, or designee, with 24-hours advance notice of any request. Availability during other times will be contingent on the County's operations. When inclement weather occurs outside of "normal" business hours, brine will only be available when County forces are actively engaged in brine production and distribution.

All City trucks will be loaded by County employees. City drivers will sign a voucher (Salt Brine Sale Report) each time material is loaded (see attached). The City will be invoiced monthly at the unit costs stated below.

**Estimate Attached: No**

**Projected Completion Date:** Winter 2012-2013 (through spring 2013)

**Total Cost Not to Exceed:**

Salt Brine - \$0.45/gallon (2012-2013 season only) loaded into City trucks at County's North Road Shop.

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: City of Bainbridge Island

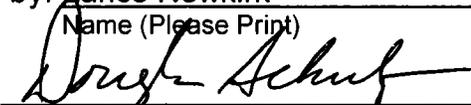
Address: 280 Madison Avenue North, Bainbridge Island, WA 98110

Phone: 206-842-2016

FAX: 206-842-3710

Requested by: Lance Newkirk  
Name (Please Print)

Public Works Director  
Title (Please Print)

Signature:   
Douglas Schulze, City Manager

Date: December 20, 2012

**ACTION OF KITSAP COUNTY PUBLIC WORKS**

APPROVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Public Works Director or Representative

**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:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
JOSH BROWN, Chair  
BOARD OF COUNTY COMMISSIONERS  
KITSAP COUNTY, WASHINGTON

**City/Agency:** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

**City, State, Zip Code:** \_\_\_\_\_

**Contact Name:** \_\_\_\_\_ **Phone Number:** \_\_\_\_\_

**Road Shop**     South     Central     North

**Comments:** \_\_\_\_\_

Date	Gallons	Time	Received by

**Road Shop Employee Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_