

After recording return to:
Ronald C. Templeton, PS
3212 NW Byron Street, Suite 104
Silverdale, WA 98383

KITSAP TRANSIT **201106230185**
Agreement Rec Fee: \$ 65.00
06/23/2011 03:45 PM Page: 1 of 4
Walter Washington, Kitsap Co Auditor



Grantor: Kitsap County
Grantee: Kitsap Transit
Abbr. Legal: N/A
Tax Acct. No.: N/A

**INTERLOCAL AGREEMENT BETWEEN
KITSAP COUNTY AND KITSAP TRANSIT FOR
NORTH BASE STORMWATER LID RETROFIT PROJECT
KC 216-11**

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 Kitsap Transit (hereinafter "KT").

**I.
RECITALS**

- 1.1 KT maintains a transit facility (hereafter the "North Base") on Viking Way in Poulsbo, Kitsap County, Washington. North Base is used for off-hours bus parking, light maintenance and outdoor bus washing.
- 1.2 On July 1, 2009, the Washington State Department of Ecology ("DOE") issued a warning (the "Warning") of non-compliance regarding KT's NPDES Industrial Stormwater General Permit for North Base.
- 1.3 As a result, KT applied for permits from the City of Poulsbo (the "City") to pave the bus storage area with pervious asphalt, construct a wash down area for its busses, construct a water quality enhancement pond and install a coalescing oil/water separator area (collectively, the "Project").
- 1.4 The Project includes certain stormwater improvements ("Stormwater Improvements") which will improve water quality and reduce downstream

impacts to the headland waters of Liberty Bay in particular, and consequentially, the waters of Puget Sound which will benefit the County and its residents.

- 1.5 Following DOE's Warning, KT applied for a grant through DOE's SWRLID Grant Program to undertake and complete the Stormwater Improvements including the design and construction of the following specific improvements:

Permeable asphalt;

Wet pond for enhanced stormwater treatment; and

Coalescing plate oil/water separators.

- 1.6 Due to a change in how DOE grant funds are awarded and/or administered, the grant was approved but awarded to Kitsap County pursuant to Grant Agreement Number G1100222 (the "Grant Agreement") between DOE and the County. Hereafter, the grant funds awarded to the County pursuant to the Grant Agreement shall be referred to as the "Grant Funds".
- 1.7 The County and KT believe administration and oversight of the Stormwater Improvements and the Grant Funds would most effectively and efficiently be undertaken by KT as part of KT's overall Project.
- 1.8 Chapter 39.34 RCW provides that local jurisdictions may enter into cooperative agreements for their mutual benefit.

II. SUBSTANTIVE TERMS

- 2.1 **Purpose Of Agreement.** The purpose of this Agreement is to enable KT to access the Grant Funds and to require KT to design and construct the Stormwater Improvements in compliance with the Grant Agreement in conjunction with the completion of KT's Project.
- 2.2 **Administration Of Agreement.** KT will administer this Agreement. The Kitsap County Department of Public Works shall have the right to monitor and review KT's compliance with the Grant Agreement. KT agrees to provide such information and documentation that the County may request from time-to-time regarding the Project and KT's compliance with the terms of the Grant Agreement.
- 2.3 **Duration Of Agreement.** This Agreement shall take effect upon execution of this Agreement by both the County and KT and shall remain in effect until the Stormwater Improvements are completed and the obligations under the Grant Agreement are fully satisfied.
- 2.4 **Design And Construction Work; Compliance With Grant Agreement.** KT shall be solely responsible for the design and construction of the Stormwater Improvements and all the other components of the Project (collectively, the

“Work”). The Work shall be undertaken and completed at KT’s sole cost and expense in compliance with the Grant Agreement and all applicable health, safety, zoning and building codes and other applicable laws. The Work shall be executed in a safe, expedient and good workmanship like manner.

2.5 **Billing And Payment.** KT shall bill DOE directly for all completed Stormwater Improvements covered by the Grant Agreement in conformance with DOE’s billing procedures. Copies of all bills transmitted to DOE shall be transmitted to the County as follows:

DOE will remit all approved payments to the County. Following the County’s receipt of such payments, the County shall promptly pay KT the same payment amount as follows:

2.6 **Indemnification.** KT shall, at KT’s sole expense, defend, indemnify and hold harmless the 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 fees and litigation costs, arising out of the following:

- a. The Work undertaken by KT and/or its contractors pursuant to this Agreement, the Grant Agreement and/or the North Base Project.
- b. Claims of injury, death or damage suffered or alleged to be suffered by persons, employees, agents and contractors on or about North Base; and
- c. Claims asserted by DOE against the County arising from KT’s violation of the terms of the Grant Agreement not caused by the act, neglect or fault of the County.

2.7 **Contact Personnel.** The Persons responsible for oversight and monitoring of the Parties’ respective responsibilities hereunder are as follows:

- a. For KT: Wendy Clark-Getzin
Email: wendyc@kitsaptransit.com
Phone: 360-478-6931
Fax: 360-377-7086
Mailing Address: 60 Washington Avenue, Suite 200
Bremerton, WA 98337
- b. For County: Jonathon Brand, PE, County Engineer

Email: jbrand@co.kitsap.wa.us
Phone: 360-337-4893
Fax: 360-337-4867
Mailing Address: 614 Division Street MS-26
Port Orchard, WA 98366

2.8 **Recording.** On receipt of the fully executed original hereof, KT shall record the original of this document with the Kitsap County Auditor and provide a conformed copy to the County Administrator.

DATED this 13 day of June, 2011.

KITSAP TRANSIT

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

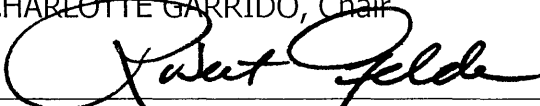


RICHARD HAYES, Executive Director

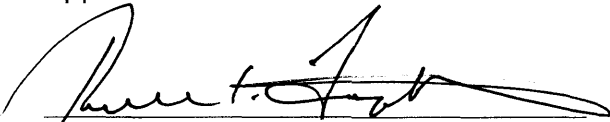


CHARLOTTE GARRIDO, Chair

Approved as to Form:



ROBERT GELDER, Commissioner

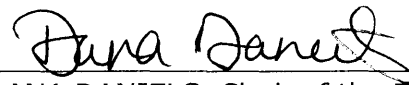


RONALD C. TEMPLETON, General Counsel



JOSH BROWN, Commissioner

ATTEST:



DANA DANIELS, Clerk of the Board

