

417-10
INTERLOCAL AGREEMENT KC-~~11~~ BETWEEN
KITSAP COUNTY AND KITSAP TRANSIT
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 Kitsap Transit (hereinafter Entity).

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 Entity 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 Entity 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 Entity, 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 Entity by allowing the Entity 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 Entity and shall remain in effect for 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 Entity.
4. **TERMINATION OF AGREEMENT:** Either County or the Entity may terminate this agreement by giving ten days written notice to the other party.

5. **REQUEST BY THE ENTITY:** Whenever the Entity desires to obtain work from the Kitsap County Department of Public Works pursuant to this agreement; the Entity 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 and once such decision is made shall insert the "Total Not To Exceed" amount on Exhibit A (hereinafter "Cost").
7. **APPROVAL OF REQUEST:** Once the Director of Public Works, or his designee, has reviewed the Entity'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 the Scope of Work incorporated into Exhibit A, the County will forward the completed Exhibit A to Entity. If the Entity is not willing to approve the Cost, the Entity shall withdraw its request. If the Entity approves the County's requested Cost, the Entity's authorized agent shall initial the Cost and return conformed copies to the County Administrator and the Department of Public Works. Once the Department of Public Works receives the Entity's approval and Notice to Proceed, 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 but in a good workmanship like manner and in conformance with acceptable industry standards for like-kind work and the Scope of Work.
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. **EQUIPMENT:** Equipment to be provided pursuant to this agreement shall be inspected by County and Entity prior to use of equipment by Entity. Entity shall bear responsibility for insuring that operators of said equipment are properly trained in the use of said equipment.
11. **FINANCIAL RESPONSIBILITY:** The Entity shall be solely responsible for all costs of the Entity's project and administration of all grant funds, if any, related to the Entity's project.
12. **REIMBURSEMENT:** The Entity shall reimburse County for the approved Cost. The Cost of the work shall include direct and indirect labor (including fringe benefits), administration, equipment rental, engineering, materials and supplies for the work performed by Public Works. The County shall submit a statement to the Entity after performance or delivery and within thirty (30) days the Entity shall remit the statement amount, but

in no event more than the approved Cost unless the Entity has approved additional costs by written change order.

13. **HOLD HARMLESS:** The Entity shall defend, indemnify and hold harmless at the Entity'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 the Work, 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. Notwithstanding the foregoing, 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 and Kitsap County shall save, defend, indemnify and hold Entity and its officers, commissioners, employees and agents harmless from and against any and all such claims, actions, demands, losses, damages, liabilities and costs, including attorney and litigation costs.
14. **INSURANCE:** County may require, as a condition of performance of Public Works, that the Entity obtain public liability insurance naming the County as an additional insured. If the County so requires, it shall notify the Entity and give the Entity the option to withdraw its request.
15. **RECORDING:** On receipt of the fully executed original hereof, Entity shall record the original of this document with the Kitsap County Auditor and provide a conformed copy to the County Administrator.

DATED this 8th, day of August, 2011.

KITSAP TRANSIT

BOARD OF COUNTY COMMISSIONERS
KITSAP COUNTY, WASHINGTON



Signature Authority



Charlotte Garrido, Chair

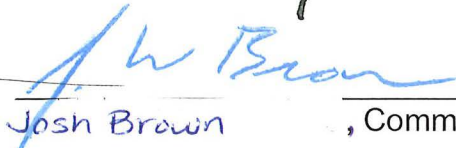
Date
Approved as to Form:



ROBERT GELDER, Commissioner




Ronald C. Templeton
Entity Attorney



Josh Brown, Commissioner



ATTEST:



DANA DANIELS
Clerk of the Board

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 Representative

**Request and Agreement for Reimbursable Works
By Kitsap County Department of Public Works**

**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:

County Administrator for

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

