

AGENDA BILL
CITY OF BREMERTON
CITY COUNCIL

5K

SUBJECT: Amendment A to the Interlocal Agreement with Kitsap County KC-213-16-A for the Jarstad Park to Kitsap Lake Design Report

Study Session Date: February 28, 2018
COUNCIL MEETING Date: March 7, 2018
Department: PW&U
Presenter: Milenka Hawkins-Bates
Phone: (360) 473-5333

SUMMARY: This amendment to the interlocal agreement extends the current ILA with Kitsap County for completion and presentation of the Design report to September 1, 2018, and increases the City's estimated expense. The ILA provides for a cooperative effort between Kitsap County and the City to produce a design report that will provide information to inform the eventual construction of a non-motorized shared use facility linking Jarstad Park with the south end of Kitsap Lake. Kitsap County has identified this segment as an important link in a future county-wide non-motorized trail system.

ATTACHMENTS: 1) Amendment

FISCAL IMPACTS (Include Budgeted Amount): The City's share of this expense is expected to be \$50,000. This money has been budgeted in the Water Utilities expense budget (Forestry).

STUDY SESSION AGENDA: Limited Presentation Full Presentation

STUDY SESSION ACTION: Consent Agenda General Business Public Hearing

RECOMMENDED MOTION:

Move to approve Amendment A to the Interlocal Agreement with Kitsap County to develop a design report for the Jarstad Park to Kitsap Lake segment of the county-wide trail system, and authorize the Mayor to finalize and execute the agreement with substantially the same terms and conditions as presented.

COUNCIL ACTION: Approve Deny Table Continue No Action

**INTERLOCAL AGREEMENT
BETWEEN KITSAP COUNTY AND THE CITY OF BREMERTON
TO DEVELOP A DESIGN REPORT FOR THE JARSTAD PARK TO KITSAP LAKE
SEGMENT OF THE COUNTY-WIDE TRAIL SYSTEM**

THIS INTERLOCAL AGREEMENT is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 39.34 of the Revised Code of Washington, ("the Agreement"), on the 9TH day of April, 2018, by and between Kitsap County ("the County"), a municipal corporation and political subdivision of the State of Washington, and the City of Bremerton ("the City"), a municipal corporation of the State of Washington, (individually "the Party" and collectively "the Parties").

WHEREAS, Revised Code of Washington Section 39.34.030 authorizes cooperative efforts between public agencies; and

WHEREAS, Kitsap County adopted a countywide non-motorized facility plan in 2014; and

WHEREAS, the Jarstad Park to Kitsap Lake north-south segment is noted by many to be the most significant single segment within the proposed system; and

WHEREAS, the City of Bremerton and Kitsap County wish to work cooperatively to develop a design report on this proposed future non-motorized multi-use segment;

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein, THE PARTIES AGREE as follows:

1. **PURPOSE OF AGREEMENT:** The purpose of this Agreement is for Kitsap County and the City of Bremerton to work cooperatively to produce a design report on the Jarstad Park to Kitsap Lake segment of the Kitsap County county-wide trail system.
2. **ADMINISTRATION OF AGREEMENT:** The Kitsap County Department of Public Works will administer this Agreement for Kitsap County. The Bremerton Public Works Department will administer this Agreement for the City of Bremerton.
3. **DURATION OF AGREEMENT:** This Agreement shall take effect upon execution of the agreement by both County and City and shall remain in effect until June 1, 2018
4. **TERMINATION OF AGREEMENT:** Either the County or the City may terminate this Agreement by giving ten days written notice to the other party.
5. **COUNTY EMPLOYEES:** County employees doing work pursuant to this Agreement

remain employees of the County at all times and shall perform the work envisioned under the sole supervision of the County.

6. CITY EMPLOYEES: City employees doing work pursuant to this Agreement remain employees of the City at all times and shall perform the work requested under the sole supervision of the City.

7. FINANCIAL RESPONSIBILITY: Both Parties agree to provide 50% of the funding. If third-party funding is provided, the City and the County will each provide 50% of the remaining required funding. The project budget is estimated at \$100,000.00.

8. LEGAL/ADMINISTRATIVE ENTITY: No separate legal or administrative entity is created by or pursuant to this Agreement.

9. 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 ("indemnification provision") is valid and enforceable only to the extent of the negligence of the respective Parties.

C. Solely for 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 weekdays of any claims made related to this agreement.

E. The indemnification provision shall survive the expiration or termination of this Agreement.

10. COMPLIANCE WITH REGULATIONS AND LAWS: The Parties shall comply with all laws and applicable rules and regulations pertaining to this Agreement.

11. ASSIGNMENT: The Parties shall not assign this Agreement or any interest, obligation or duty herein without the express written consent of the other party.

12. ATTORNEYS' FEES: In the event of litigation to enforce any of the terms or provisions herein, each Party shall pay all its own costs and attorney's fees.

13. NOTICES:

All notices and payments hereunder may be delivered or mailed. If mailed, they shall be sent to the following respective addresses:

To Kitsap County:

Kitsap County Public Works
614 Division Street MS-26
Port Orchard, WA 98366
Attn: Jonathon Brand
Phone: (360) 337-4893

To Bremerton:

City of Bremerton
345 6th Street, Suite 600
Bremerton, WA 98337
Attn: City Clerk
Phone: (360) 473-5290

Or to such other respective addresses as either Party may hereafter designate in writing. All notices and payments mailed by regular post (including first class) shall be deemed to have been given on the second business day following the date of mailing, if properly mailed and addressed. Notices and payments sent by certified or registered mail shall be deemed to have been given on the day next following the date of mailing, if properly mailed and addressed. For all types of mail, the postmark affixed by the United States Postal Service shall be conclusive evidence of the date of mailing.

14. INSURANCE: Each Party shall maintain insurance adequate to cover all its own reasonably foreseeable activities under this Agreement.

15. FILING: This document shall be filed with the County Auditor pursuant to RCW 39.34.

16. 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.

17. 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.

IN WITNESS WHEREOF the parties hereto have executed this agreement as of the day and year first above written.

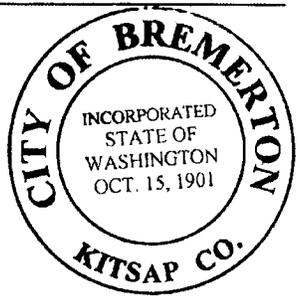
DATED this 9th, day of April, 2018

CITY OF BREMERTON

Greg Wheeler
Greg Wheeler

Greg Wheeler, Mayor
3/20/2018
3/17/2018

Date



ATTEST:

Shannon Corin
Shannon Corin, City Clerk

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

Robert Gelder

ROBERT GELDER, Chair

E. Wolfe

EDWARD E. WOLFE, Commissioner

NOT PRESENT

CHARLOTTE GARRIDO, Commissioner

ATTEST: *Melissa L. Summerville*

Dana Daniels
Dana Daniels, Clerk of the Board

Approved as to form:

Roger A. Lubovich
Roger A. Lubovich, City Attorney

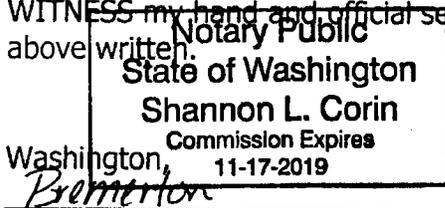
Approved as to form:

Hyden Donner

STATE OF WASHINGTON)
) ss.
COUNTY OF Kitsap)

ON THIS 20th day of March, 2018, before me,
personally N/A appeared Greg Wheeler and
N/A, to me known to be the Mayor and
N/A of City of Bremerton, 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 seal 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]

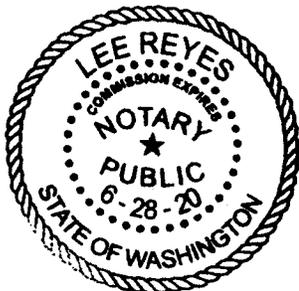
Notary Public in and for the State of
Residing at

My commission expires 11.17.19

STATE OF WASHINGTON)
) ss.
COUNTY OF Kitsap)

ON THIS tenth day of April, 2018, before me,
personally appeared Board of Commissioners and
N/A, to me known to be the Commissioners and
N/A 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 seal 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, WA

My commission expires 6/28/2020