

This INTERLOCAL AGREEMENT AMENDMENT is made and entered into between KITSAP COUNTY, a municipal corporation, with its principal offices at 614 Division Street, Port Orchard, Washington 98366, hereinafter "COUNTY", and The City of Bremerton, , hereinafter "CITY."

In consideration of the mutual benefits and covenants contained herein, the parties agree that their Interlocal Agreement, numbered as Kitsap County ILA No. KC-061-09 and executed on June 8, 2009, shall be amended as follows:

- 1 Section 3, DURATION OF AGREEMENT: shall be amended to read: This agreement shall take effect upon execution of the agreement by both County and City and shall remain in effect for three years from date of execution of this Agreement provided, however, that this agreement may be renewed after the third year by mutual agreement of the County and City.
- 2 Except as expressly provided in this Contract Amendment, all other terms and conditions of the original Contract, and any subsequent amendments, addenda or modifications thereto, remain in full force and effect.

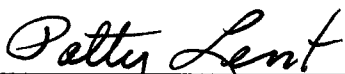
This amendment shall be effective upon execution by the parties

DATED this 27th day APRIL, 2012.

DATED this 11th day June, 2012

CITY OF BREMERTON

BOARD OF COUNTY COMMISSIONERS
KITSAP COUNTY, WASHINGTON



Patty Lent, Mayor



Robert Gelder, Chair



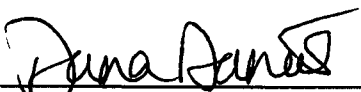


Josh Brown, Commissioner



Charlotte Garrido, Commissioner

ATTEST



DANA DANIELS, Clerk of the Board

**INTERLOCAL AGREEMENT BETWEEN
KITSAP COUNTY AND THE CITY OF BREMERTON
FOR REIMBURSABLE WORK PERFORMED BY
KITSAP COUNTY PUBLIC WORKS AND/OR FOR RENT OF COUNTY EQUIPMENT**

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 Bremerton (hereinafter Agency).

WHEREAS, County has a Public Works Department which employs persons who specialize in certain types of Public Works projects, and also owns certain types of specialized equipment;

WHEREAS, the Agency may from time to time find it advantageous or desirable to have certain work performed by the Kitsap County Public Works Department or its contractor, and/or to obtain the use of equipment from the Kitsap County Public Works Department for specific projects;

WHEREAS, the County, as well as the Agency will benefit from cooperation in public works projects in this manner;

WHEREAS, Chapter 39.34 RCW provides that local jurisdictions may enter into cooperative agreements for their mutual benefit;

NOW, THEREFORE, the County and the Agency, 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 Agency in Public Works projects by allowing Agency to request either that certain work be performed by Kitsap County Public Works Department or its contractors, or that Agency be allowed to rent certain pieces of equipment owned by County.
2. **ADMINISTRATION OF AGREEMENT:** Kitsap County Public Works Department will administer this agreement for Kitsap County. Bremerton Public Works Department will administer this agreement for the Agency.
3. **DURATION OF AGREEMENT:** This agreement shall take effect upon execution of the agreement by both County and Agency and shall remain in effect for three years from date of execution by the County, provided, however, that this agreement may be renewed after the third year by mutual agreement of the County and Agency.
4. **TERMINATION OF AGREEMENT:** Either County or Agency may terminate this agreement by giving ten days written notice to the other party.

5. **ACQUISITION OF PROPERTY:** Any property acquired by County pursuant to this agreement shall remain property of County, and any property acquired by Agency pursuant to this agreement shall remain property of Agency.
6. **REQUEST BY "ENTITY:** Whenever Agency desires to obtain work or to rent equipment by and/or from Kitsap County Public Works Department pursuant to this agreement, Agency 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.
7. **REVIEW OF REQUEST:** The request will be reviewed by Kitsap County Public Works Department for County work crews to perform the work requested and/or the requested equipment. The Director of Public Works shall have final decision as to a recommendation of either the work crew or the equipment.
8. **APPROVAL OF REQUEST:** Once the Director of Public Works recommends the requested work crew or equipment, the recommendation will be forwarded on to the County Administrator for consideration.
9. **FULFILLMENT OF REQUEST:** If the County Administrator approves the request, as set forth in this agreement, the County will perform the work requested or provide the equipment requested. It is understood that the requested work will be done at the convenience of the Public Works Department.
10. **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.
11. **EQUIPMENT:** Equipment to be provided pursuant to this agreement shall be inspected by County and Agency prior to use of equipment by Agency. Agency shall bear responsibility for insuring that operators of said equipment are properly trained in the use of said equipment. Agency shall compensate County for any and all losses and/or damages occurring while equipment is in possession of Agency.
12. **FINANCIAL RESPONSIBILITY:** Agency shall be solely responsible for all costs of Agency's project and administration of all grant funds, if any, related to the Agency's project.
13. **REIMBURSEMENT:** Agency 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. If requested, County shall provide estimated Agency costs for the requested services prior to the Agencies usage. Agency shall reimburse County for use of equipment at the rate determined by the Director of Public

Works. County shall submit a statement to Agency after performance or delivery and within thirty (30) days Agency shall remit thereon.

14.

HOLD HARMLESS: Each party agrees to defend and indemnify the other party and its officials, officers, employees and agents for all claims, liabilities, damages, expenses and suits arising from or relating to the performance of this Agreement by the indemnitor or its officials, officers, employees and agents.


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

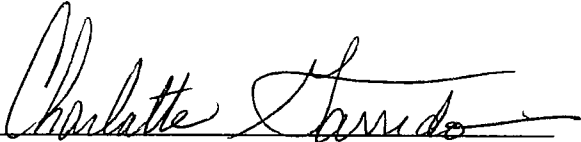
16. This agreement shall be filed with the County Auditor following execution by all parties.

DATED this 8th, day of JUNE, 2009

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


City of Bremerton

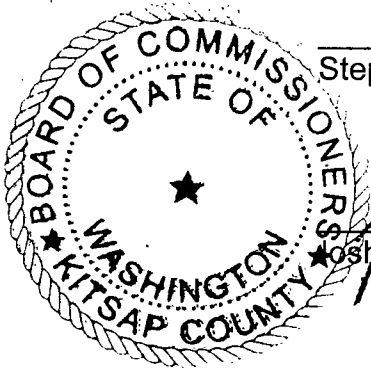

Cary Bozeman, Mayor


Charlotte Garrido, Chair


Stephen Bauer, Commissioner

ATTEST:


OPAL ROBERTSON
Clerk of the Board




Josh Brown, Commissioner