

INTERLOCAL AGREEMENT JOINT CONSTRUCTION AGREEMENT

THIS INTERLOCAL AGREEMENT is executed by and between Central Kitsap Fire and Rescue and Silverdale Water District as evidenced by the signatures of the commissioners set forth below. This Agreement is effective on the day on which the last of the signatures are affixed. The Agreement may be terminated according to the provisions below.

RECITALS

WHEREAS, Central Kitsap Fire and Rescue (hereinafter referred to as "CKFR") and Silverdale Water District (hereinafter referred to as "District") desire to reach an agreement for the remodel and construction work ("Project") for their jointly owned buildings located at 5300 and 5350 Newberry Hill Rd., Silverdale, WA 98383, under the authority of the Interlocal Cooperation Act, Chapter 39.34 RCW; and

WHEREAS, the District intends to act as the Project Administrator for the Project more fully identified herein; and

WHEREAS, CKFR and the District desire to share the costs of the Project as set forth herein;

NOW, THEREFORE, IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. **INTERLOCAL AGREEMENT.**

This Interlocal Agreement is entered into in short form as the Agreement is intended to be a stand-alone Interlocal Agreement and is not a part of any other Agreement.

2. **PURPOSE OF AGREEMENT.**

The purpose of this Interlocal Agreement is to provide the terms and conditions pursuant to which the Parties will cooperate and share the costs for the remodel/construction Project identified on Exhibit A to this Agreement.

3. **TERM OF AGREEMENT.**

This interlocal agreement shall be in effect from the date it is fully executed until the completion of the Project as determined by the Project completion, but not longer than a period of five years. However, this agreement may be terminated upon ninety (90) days prior written notice by either party, subject to payment of any already outstanding balance due for work related to the Project.

4. **RESPONSIBILITIES OF THE PARTIES.**

CKFR:

- CKFR will review bid solicitations, review invoices, and periodically inspect progress of the Project.
- CKFR will review and reimburse SWD for authorized project specific costs within 90 days of being invoiced by SWD.

DISTRICT:

- **Bidding:** The District agrees to comply with those statutory requirements for bidding and procurement related to the Project applicable to CKFR. However, the Parties are jointly responsible for determining that appropriate public bidding and Project award processes are followed.

5. **RECORD-KEEPING.**

The Parties agree to maintain all records related to the Project, as required by any statutes or regulations. All records and invoices related to the Project will be provided and made available to the CKFR Project Manager.

6. **INSURANCE/INDEMNIFICATION.**

Each party shall carry appropriate liability and property damage insurance to cover any loss occasioned by the negligent actions of the acting party during the performance of any obligation pursuant to this Agreement. Each party also agrees to indemnify, defend and hold harmless the other party and its elected and appointed officials, officers, employees and agents, from and against all claims, losses, damages, suits and expenses, including reasonable attorneys' fees and costs, to the extent they arise out of, or result from, the negligence or willful misconduct of the indemnitor or its elected or appointed officials, officers, employees or agents in the performance of this Agreement. Solely for purposes of this indemnification provision, each party waives the immunity it would otherwise enjoy under RCW Title 51 (Industrial Insurance) and acknowledges that this waiver was mutually negotiated by the parties.

7. **COST AND PAYMENT.**

The parties agree to a system for the equitable share of costs for the Project. Such Costs shall be set forth on Exhibit B of this Agreement.

8. **REPRESENTATIVES.**

CKFR
John Oliver, Chief

DISTRICT
Morgan Johnson, General Manager

9. **EMPLOYER/EMPLOYEE RELATIONSHIPS.**

Any personnel or employees referred to in this Agreement remain employees of the employer who hired them. Nothing in this Agreement shall be deemed to alter that relationship of employer and employee. The employees are not independent contractors.

10. **ATTORNEY REVIEW AND FEES.**

Both parties agree that this agreement should be reviewed by their attorney. Since both parties are represented by Ken Bagwell the parties consent to the dual representation by such Attorney.

11. **GOVERNING LAW**

This Agreement is made under and shall be governed by the laws of the State of Washington.

12. **JURISDICTION AND VENUE**

Kitsap County Superior Court shall have jurisdiction over any litigation arising under this Agreement, and the exclusive venue for any such litigation shall be in Kitsap County.

13. **RECORDING**

In compliance with RCW 39.34.040, this Agreement shall be recorded in the office of the Kitsap County Auditor or, at the option of the Parties, posted electronically on the Parties' website.

14. CHAPTER 39.34 RCW PROVISIONS

It is not intended that a separate legal entity be established to conduct this cooperative undertaking. The District shall act as administrator of this Agreement. No special budget or funds are anticipated, nor shall any be created by this Agreement. The parties are each responsible for their own finances in connection with this Agreement, and nothing in this Agreement shall be deemed or construed otherwise.

15. COOPERATION / DISPUTES

The parties shall strive to cooperate with one another in all reasonable respects and at all reasonable times so the terms and spirit of this Agreement may be fully implemented for their mutual benefit.

If any disputes arise between the parties regarding this Agreement and its implementation and/or interpretation, they shall both strive in good faith to settle all such disputes in a timely and reasonable manner at the lowest possible level, with each being mindful and reasonably accommodating of the interests and concerns of the other party.

16. OTHER PROVISIONS.

There are no other agreements, written or oral, between these parties on the same subject. Any discussions, negotiations, correspondence or other tentative agreements on the same subject are hereby superseded and replaced by this Interlocal Agreement.

DATED this 3rd day of JUNE, 2021.

SILVERDALE WATER DISTRICT

CENTRAL KITSAP FIRE & RESCUE



President, SWD Board of Commissioners

Print Name: Joy Ramsdell



President, CKFR Board of Commissioners

Print Name: Fire Chief John Oliver

ATTEST:

ATTEST:



Secretary, SWD Board of Commissioners

Print Name: Marcus Hoffman

Secretary, CKFR Board of Commissioners

Print Name: _____

Exhibit A

Purpose of Agreement

1. Administration Building Expansion

- a. Professional Services: The project includes, but not limited to, the following professional services: architect, geotechnical engineer, civil engineer, structural engineer, landscape architect, cost estimating services, surveying services, audio visual services, hazmat services, bidding services, and construction management services.
- b. Permitting: Kitsap County Department of Community Development
- c. Construction: The project consists of approximately 1,400 SF total addition to the existing SWD and CKFR Administration Building. Building improvements include a new meeting room, reconfiguration of lobby and offices, restroom modifications, audio/video/lighting, and building security. The project also includes related site work necessary for the addition, including landscaping, signage, street lighting, parking, sidewalks, storm water improvements, and site security.
- d. Project Related Matters Outside of this Agreement: If a construction issue arises that is not specifically addressed in this Agreement, the matter could be resolved on approval by each agency's Chief Executive and respective Board as appropriate. Documents ratifying said Agreement should be maintained by each agency's Project Manager for records retention.
- e. HVAC Upgrades: HVAC Equipment Replacement (remove and replace Cook Exhaust Fan, Reznor Duct Heater, and Condensing Unit) and Modernization of HVAC Control System.

2. Maintenance Building Expansion

- a. Professional Services: The project includes, but not limited to, the following professional services: architect, geotechnical engineer, civil engineer, structural engineer, landscape architect, cost estimating services, surveying services, audio visual services, hazmat services, bidding services, and construction management services.
- b. Permitting: Kitsap County Department of Community Development
- c. Construction: The project consists of approximately 2,500 SF total addition to the south end of the existing SWD Maintenance Building which include two (2) enclosed drive-thru truck bays and one (1) open air drive-thru truck bay. The project will also include a reconfiguration and remodel of the existing inventory storage and locker room, and building security. Outdoor storage compartments totaling approximately 700 SF will be constructed along the west side of the property.
- d. Project Related Matters Outside of this Agreement: If a construction issue arises that is not specifically addressed in this Agreement, the matter could be resolved on approval by each agency's Chief Executive and respective Board as appropriate. Documents ratifying said Agreement should be maintained by each agency's Project Manager for records retention.

Exhibit B

Cost and Payment - Estimated

Administrative Building Expansion	SWD	CKFR	Total
Professional Services	50%	50%	100%
Attorney Fees	50%	50%	100%
Permitting	50%	50%	100%
Construction			
Meeting Room A - 105A	50%	50%	100%
Meeting Room B - 105B	50%	50%	100%
Storage - 105C	50%	50%	100%
Restroom - 106	50%	50%	100%
Restroom - 107	50%	50%	100%
Lobby - 102	50%	50%	100%
Reception - 103	50%	50%	100%
Office - 109	100%	0%	100%
File Storage - 108	0%	100%	100%
Office - 110	100%	0%	100%
Office - 111	100%	0%	100%
Mud Room	100%	0%	100%
Audio/Video/Lighting	50%	50%	100%
Building Security	50%	50%	100%
Landscaping	50%	50%	100%
Signage	50%	50%	100%
Street Lighting	50%	50%	100%
Parking	50%	50%	100%
Sidewalks	50%	50%	100%
Storm Water Improvements	50%	50%	100%
Site Security	50%	50%	100%
HVAC Upgrades	50%	50%	100%
Estimated Cost	\$ 1,652,345.00	\$ 1,307,145.00	\$ 2,959,490.00
Estimated Percentage	56%	44%	100%
Maintenance Building Expansion	SWD	CKFR	Total
Professional Services	91%	9%	100%
Attorney Fees	50%	50%	100%
Audio Visual Services	50%	50%	100%
Permitting	91%	9%	100%
Construction	100%	0%	100%
Building Security	50%	50%	100%
Outdoor Storage	50%	50%	100%
Estimated Cost	\$ 1,536,953.00	\$ 145,615.00	\$ 1,682,568.00
Estimated Percentage	91%	9%	100%
Total Estimated Cost	\$ 3,189,298.00	\$ 1,452,760.00	\$ 4,642,058.00
Total Estimated Percentage	69%	31%	100%