

**INTERLOCAL AGREEMENT
BETWEEN MASON COUNTY, THE PORT OF BREMERTON, AND THE
CITY OF BREMERTON RELATED TO PARTICIPATION IN
EXECUTIVE AND TECHNICAL COMMITTEES PROVIDING PROJECT
DESIGN OVERSIGHT TO THE PUGET SOUND INDUSTRIAL CENTER –
BREMERTON TO BELFAIR SEWER CONNECTION PROJECT**

THIS INTERLOCAL AGREEMENT is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 39.34 of the Revised Code of Washington, on the 6th day of August, 2019, by and between the Port of Bremerton (the “Port”), Mason County (the “County”), and the City of Bremerton (the “City”) (collectively the “Parties”).

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

WHEREAS, Mason County owns and operates a water reclamation facility near Belfair, Washington, with available capacity to treat sanitary sewage that may be generated from the currently unserved area between Belfair and Bremerton, which includes the Puget Sound Industrial Center – Bremerton (PSIC-Bremerton); and

WHEREAS, the City of Bremerton is interested in improving the availability of sanitary sewer service within PSIC-Bremerton; and

WHEREAS, Mason County is interested in providing sanitary sewer service within PSIC-Bremerton and the Belfair UGA; and

WHEREAS, the Port owns and operates a wastewater collection and treatment system located within PSIC-Bremerton; and

WHEREAS, the Parties are interested in improving the availability of sanitary sewer service within the larger PSIC-Bremerton geographic area; and

WHEREAS, available capacity at the Belfair Water Reclamation Facility, and the upcoming Belfair Bypass/SR3 Freight Corridor project appear to provide an opportunity to extend sanitary sewer service to PSIC-Bremerton; and

WHEREAS, the State of Washington, through its Department of Commerce, has appropriated \$515,000 for the purpose of designing new sanitary sewer transmission facilities to serve PSIC-Bremerton and the Belfair UGA; and

WHEREAS, the City, through its Sewer Capital Budget, has committed an additional

\$1,000,000 to be invested into this design and planning effort focused toward the goal of providing improved sewer service to PSIC-Bremerton; and

WHEREAS, the City and County have requested the Port participate on the project's Executive Committee and the Technical Committee to ensure robust communication among and between all involved stakeholders; and

WHEREAS, the Parties wish to work cooperatively to investigate the feasibility of improved sanitary sewer service to PSIC-Bremerton; and

WHEREAS, the City and County executed an interlocal agreement to pursue design of a system extension to serve PSIC-Bremerton on January 29, 2018, and the City and County wish to rescind that agreement and replace it with the present Interlocal Agreement.

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

1. **PURPOSE OF AGREEMENT:** The purpose of this Agreement is for the Parties to work cooperatively to oversee the initial analysis and feasibility of potential designs for a sewer system extension from the Belfair Water Reclamation Facility, through participation on the Executive Committee and the Technical Committee.
2. **RESCISSION OF PRIOR AGREEMENT:** The County and the City hereby rescind and replace with this Agreement the "Interlocal Agreement Between Mason County and the City of Bremerton Related to Engineering Design of Sanitary Sewer Facilities Extension from the Belfair Water Reclamation Facility, Future Sanitary Sewer System Development and Sanitary Sewer Service Provisions Within the Belfair UGA and Puget Sound Industrial Center – Bremerton," which was executed on January 29, 2018.
3. **ADMINISTRATION OF AGREEMENT:** The CEO of the Port will administer this Agreement for the Port, The Mason County Public Works Director will administer this agreement for Mason County, and the Bremerton Public Works and Utilities Director will administer this Agreement for the City.
4. **FUTURE AGREEMENTS:** This Interlocal Agreement envisions the possibility of amendments to this Interlocal Agreement which may address future cooperative efforts, should subsequent phases develop; however, nothing in this Agreement shall be construed to bind either party to any future course of action, including but not limited to agreement to utilize the Belfair Water Reclamation Facility, contract with Mason County for such use, or commit any capital investments toward such effort.
5. **DURATION OF AGREEMENT:** This Agreement shall take effect upon execution of this Agreement by the Port, the City and the County, and shall remain in effect until December 31,

2022. This Agreement may be extended one or more times by mutual agreement of the Parties, in writing, for a duration no longer than one (1) year.

6. TERMINATION OF AGREEMENT: Any party may withdraw from this Agreement by giving the other parties ten (10) days written notice. The Agreement shall remain in place unless and until two parties withdraw.

7. PORT EMPLOYEES: Port employees pursuant to this Agreement remain employees of the Port at all times and shall perform the work envisioned under sole supervision of the Port.

8. COUNTY EMPLOYEES: County employees pursuant to this agreement remain employees of the County at all times and shall perform the work envisioned under sole supervision of the County.

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

10. REIMBURSEMENT: At the mutual agreement of the Parties, any of the parties may reimburse the other for specifically defined services which constitute a work program or project.

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

12. INDEMNIFICATION

A. The Port shall defend, indemnify and hold harmless the County and the City, its officials, officers, employees and agents, for all claims, liabilities, damages, expenses, reasonable attorney's fees and suits arising from negligence of the Port and its agents.

B. The County shall defend, indemnify and hold harmless the Port and the City, its officials, officers, employees and agents, for all claims, liabilities, damages, expenses, reasonable attorney's fees and suits arising from negligence of the County and its agents.

C. The City shall defend, indemnify and hold harmless the Port and the County, its officials, officers, employees and agents, for all claims, liabilities, damages, expenses, reasonable attorney's fees and suits arising from negligence of the City and its agents.

D. In cases of concurrent fault of the Parties, the above provisions requiring each party to defend, indemnify and hold harmless the other party ("indemnification provisions") are valid and enforceable only to the extent of the fault of the respective parties.

E. Solely for purposes of the indemnification provisions, 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.

F. The indemnification provisions shall survive the expiration or termination of this agreement.

13. COMPLIANCE WITH REGULATIONS AND LAWS: The Parties shall comply with all applicable rules and regulations pertaining to them in connection with the matters covered herein.

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

15. 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.

16. NOTICES:

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

To the Port of Bremerton:

Port of Bremerton
Chief Executive Officer
8859 S.W. State Hwy 3
Bremerton, WA 98312

To Bremerton:

City of Bremerton
Public Works & Utilities Director
345 6th Street, Suite 100
Bremerton, WA 98337

To Mason County:

Public Works Department
100 W Public Works Drive
Shelton, WA 98584
Attn: Public Works Director
Phone (360) 427-9670

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.

17. **NON-DISCRIMINATION POLICY:** The Parties agree not to discriminate in the performance of this Agreement because of race, color, national origin, sex, sexual orientation, age, religion, creed, marital status, disabled or Vietnam era veteran status, or the presence of any physical, mental sensory handicap, or other status protected by law.

18. **FILING:** This document shall be filed with both the Kitsap County Auditor and the Mason County Auditor pursuant to RCW 39.34 or, alternatively, listed by subject on each public agency's website.

19. **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.

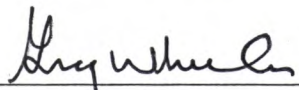
20. **CHOICE OF LAW AND VENUE:** This Agreement shall be interpreted according to the laws of the State of Washington. Any judicial action to resolve disputes arising out of this Agreement shall be brought in Pierce County Superior Court.

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

DATED this 6th, day of August, 2019

CITY OF BREMERTON

**PORT OF BREMERTON
BOARD OF COMMISSIONERS**

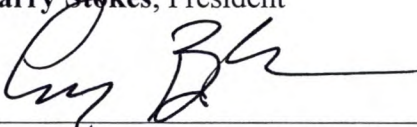


Greg Wheeler, Mayor

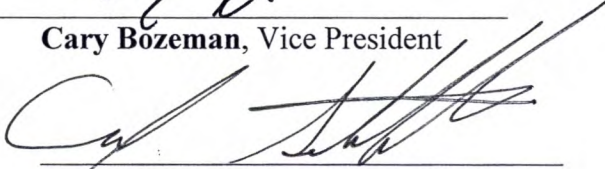
Larry Stokes, President

7/19/2019

Date

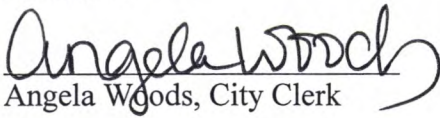


Cary Bozeman, Vice President

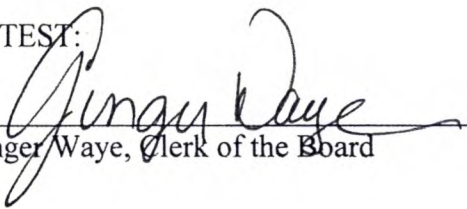


Axel Strakeljahn, Secretary

ATTEST:


Angela Woods, City Clerk

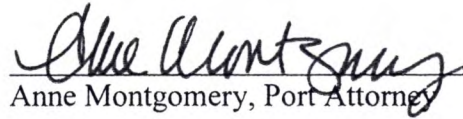
ATTEST:


Ginger Waye, Clerk of the Board

Approved as to form:


Casey Pence, Assistant City Attorney

Approved as to form:


Anne Montgomery, Port Attorney

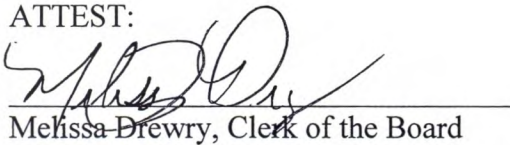
**BOARD OF COUNTY COMMISSIONERS
MASON COUNTY, WASHINGTON**


Kevin Shutty, Chair

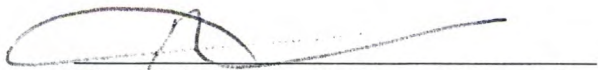

Sharon Trask, Vice Chair


Randy Neatherlin, Commissioner

ATTEST:


Melissa Drewry, Clerk of the Board

Approved as to form:


Tim Whitehead, CH. Deputy Prosecuting Attorney