




**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS
CONSENT AGENDA REQUEST**

TO: Board of Commissioners

FROM: Carl Smith, Director 
Stacie Hoskins, Planning Manager 
Joel Peterson, Associate Planner 

Department of Community Development

DATE: January 21, 2014

RE: Interlocal Agreement with Kitsap County to perform work on Department of Defense/Office of Economic Adjustment Grant: *Joint Land Use Study for Naval base Kitsap*

STATEMENT OF ISSUE:

Kitsap County would like to enter into an Interlocal Agreement with Jefferson County so that we can perform work as a formal grant partner on their Joint Land Use Study grant project. The purpose of the project is to address the current and long term compatible land use planning issues that relate to military installations and operations in Kitsap and Jefferson Counties. Grant-funded work includes outreach, data collection, conflict analysis and resolution, and a draft plan & implementation strategy.

ANALYSIS:

On June 10, 2013, the Jefferson County Board of County Commissioners directed the Department of Community Development to pursue the Joint Land Use Study grant. This is a coordinated planning effort involving Kitsap County, Jefferson County, Mason County and the Department of Defense. Coordinating comprehensive plans is a requirement of the State Growth Management Act (RCW 36.70A.100). The results of outreach and planning work identified in the contract scope will be timely and applicable to Jefferson County's Comprehensive Plan update.

FISCAL IMPACT:

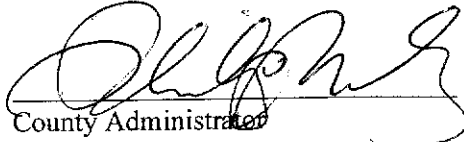
The grant pays on a reimbursement basis for Jefferson County planning staff work on the project through March 31, 2015, not to exceed \$43,070.00. There are no grant match requirements for Jefferson County.

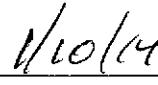
RECOMMENDATION:

Community Development recommends signing the three original Interlocal Agreements and returning TWO originals to our office for further processing.

DEPARTMENT CONTACT: Joel Peterson 379-4457

REVIEWED BY:


County Administrator


Date

INTERLOCAL AGREEMENT

KC-421-13

Between
KITSAP COUNTY
And
JEFFERSON COUNTY

This Interlocal Agreement ("Agreement") is made and entered into, pursuant to the provisions of the Interlocal Cooperation Act, Chapter 39.34, RCW, between Kitsap County, hereinafter referred to as "Kitsap," and Jefferson County, hereinafter referred to as "ENTITY."

A. PERIOD OF PERFORMANCE

The period of performance of this agreement shall commence on **October 1, 2013** and be completed by **March 31, 2015** unless terminated or modified as provided herein.

B. PURPOSE

Kitsap County is a recipient of a Department of Defense (DOD) grant administered by the Office of Economic Adjustment, herein referred to as OEA. This OEA administered Department of Defense Community Planning Assistance Fund grant is entitled: Joint Land Use Study for Naval Base Kitsap (NBK JLUS) (KC-315-13). The purpose of this Interlocal Agreement is to provide funds to Jefferson County as an Entity described in the above titled grant to assist Kitsap County in carrying out the activities specified in Exhibit A, Scope of Work.

This Agreement consists of the following documents:

1. Interlocal Agreement
2. Exhibit A: Jefferson County NBK JLUS Scope of Work
3. Exhibit B: Jefferson County NBK JLUS Budget

C. REIMBURSEMENT AND CASH MATCH REQUIREMENT

As shown in **Exhibit B**, the ENTITY's total billing to Kitsap County and reimbursement to the ENTITY shall not exceed **\$43,070**. The ENTITY is not responsible for grant match. The ENTITY will submit invoices at least quarterly and not more than monthly. Invoices will itemize the tasks and work performed. The ENTITY shall maintain adequate records to support billings under this Agreement.

D. ADMINISTRATION

No separate entity is being created by this Agreement. Each representative shall represent his/her jurisdiction in all matters pertaining to the services rendered under this Agreement. All requirements of the ENTITY pertaining to the services to be rendered under this Agreement shall be coordinated through the Kitsap County Representative.

Representatives are:

1. Kitsap County: Kathlene Barnhart (360)337-4601, kbarnhar@co.kitsap.wa.us
2. Jefferson County: Joel Peterson (360)379-4450, jpeterson@co.jefferson.wa.us

E. ACQUISITION OF PROPERTY

Any property acquired by Kitsap County pursuant to this agreement shall remain property of Kitsap County, and any property acquired by the ENTITY pursuant to this agreement shall remain property of the ENTITY.

F. INDEMNIFICATION AND HOLD HARMLESS

1. Kitsap County shall not be liable under any contracts or obligations of the ENTITY except as otherwise provided pursuant to this Agreement, or for any act or omission of the ENTITY or the ENTITY's officers or agents, and the ENTITY agrees to defend, indemnify and hold harmless the Kitsap County from any and all losses, damages, costs and expenses (including reasonable attorneys' fees) that are caused by or arise out of any omission, fault, negligence or other misconduct by the ENTITY, its employees, independent contractors or volunteers in connection with this Agreement.
2. The ENTITY shall not be liable under any contracts or obligations of the Kitsap County, except as otherwise provided pursuant to this Agreement, or for any act or omission of the Kitsap County or the Kitsap County's officers, employees or agents, and the Kitsap County agrees to defend, indemnify and hold harmless the ENTITY from any and all losses, damages, costs and expenses (including reasonable attorneys' fees) that are caused by or arise out of any omission, fault, negligence or other misconduct by the Kitsap County, its employees, independent contractors or volunteers in connection with this Agreement.
3. The ENTITY and the Kitsap County agree to notify each other of claims made related to this agreement
4. Solely for purposes of these indemnification and hold harmless provisions, each party waives its immunity under Title 51 (Industrial Insurance) of the Revised Code of Washington and acknowledges that the parties mutually negotiated this waiver.
5. These indemnification and hold harmless provisions shall survive the expiration or termination of this Agreement.

G. INSURANCE

Workers Compensation. The ENTITY agrees to comply with all State requirements related to Workers Compensation Insurance.

H. STATUTORY AND REGULATORY COMPLIANCE

The ENTITY and Kitsap County shall comply with all applicable federal, state, and local laws, ordinances, rules regulations, guidelines, and standards applicable to any service provided pursuant to this Agreement. Both parties agree to comply with provisions of the Americans with Disabilities Act and all regulations interpreting or enforcing such act.

I. NONDISCRIMINATION

The parties hereto shall not discriminate against anyone in providing services under this Agreement on the grounds of race, color, sex, religion, national origin, creed, marital status, age, Vietnam era or disabled veterans' status, or the presence of any sensory, mental or physical handicap.

J. CHANGES OR MODIFICATIONS

The ENTITY may, at any time, by written notification to the Kitsap County, request changes within the general scope of services to be performed under this Agreement. Any changes or modifications require mutual agreement by the parties; provided the changes or modifications are to meet project deliverables through shifting effort and funding between tasks, written approval by the Kitsap County project manager is required. For any other changes, a contract amendment shall be executed by both parties and an equitable adjustment of cost or period of performance or both may be made if required by the changes.

K. TERMINATION OF AGREEMENT

Either party may terminate this Agreement with thirty (30) days written notice.

L. OEA GRANT SUB-PARTNER

OEA Grant status: ENTITY is receiving the funds set forth herein as part of an award from a grant agreement FAIN HQ00051310127 between the OEA and Kitsap County (KC-315-13), which is incorporated by this reference. The ENTITY agrees to be bound by and comply with that grant agreement's terms and conditions.

M. ALL WRITING CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

N. RECORDING

Pursuant to RCW 39.34.040, this Agreement shall be filed with the Kitsap County Auditor.

O. GOVERNING LAW & VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The venue for any action to enforce or interpret this Agreement shall be in the Superior Court of Washington for Kitsap County.

P. WAIVER

A failure by any part to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

Q. MULTIPLE ORIGINALS

This Agreement may be executed in multiple copies, each of which shall be deemed an original.

R. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement that can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

IN WITNESS WHEREOF, this Agreement was executed by the parties on the dates hereinafter indicated.

JEFFERSON COUNTY
BOARD OF COMMISSIONERS

John Austin, Chair

Date

Phil Johnson, Member

David W. Sullivan, Member

APPROVED AS TO FORM ONLY:

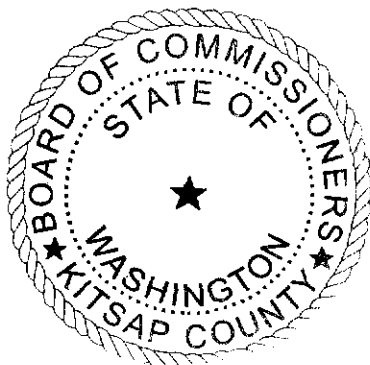
David Alvarez

David Alvarez, Chief Civil DPA

1/13/14

Date

BOARD OF COUNTY COMMISSIONERS



KITSAP COUNTY, WASHINGTON

JOSH BROWN, Chair

Robert Gelder

ROBERT GELDER, Commissioner

Charlotte Garrido

CHARLOTTE GARRIDO, Commissioner

ATTEST:

Dana Daniels

Dana Daniels, Clerk of the Board

TASKS AND DELIVERABLES**Task 1: Project Initiation and Administration**

This task includes any necessary refinements to the JLUS Work Plan. Jefferson County will work with Kitsap County and the consultant on this task to review drafts, provide comments and publish final plans. Jefferson County shall provide Kitsap County with Performance Reports on a quarterly basis, beginning 10/01/13-12/31/13 (due 01/31/2014). Generally, these shall accompany quarterly invoicing.

Task 2: Community Organization and Meetings

Provide staff time and resources to support consultant produced JLUS presentations and other display products. This includes performing initial outreach to existing community councils, organizations, civic groups and neighborhood communities that have an existing and ongoing relationship with Jefferson County. An initial JLUS visioning session and several public informational workshops will be scheduled and held in the vicinity of the project area at key milestone points in the study for the public to provide input. This task shall encompass all outreach associated with other tasks for this project.

Task 3: Technical Committee Participation

Jefferson County will participate in a Technical Committee, comprised of professional planners, managers and technical staff from each of the participating jurisdictions and other key stakeholders. This Committee will be assembled to serve as the technical advisory body to the JLUS Policy Committee and will contribute to and assist contractor services to identify, collect, synthesize and review land use data and other technical input throughout the study process.

Task 4: Data Collection, Inventory and Mapping

This task includes the generation, preparation and collection of all relevant data from Jefferson County in order to conduct the analysis phase of the JLUS planning process. The consultant will assist in consolidating the data into single, usable formats, primarily using GIS. Jefferson County shall provide these GIS layers and/or data, including but not limited to:

- Land use and comprehensive plan designations
- Zoning designations
- Shoreline Master Program environment designations
- Legacy lots and non-conforming uses
- Proposed densities by development type and patterns
- Proposed capital improvement and capital facilities plans/projects
- Critical areas and other sensitive biological and/or cultural resource areas
- Nearshore public access sites
- Agriculture suitability factors
- Special resource areas (aquifer recharge zones, wetlands, wellhead protection zones, etc.)
- Land and sea based mobility corridors and transportation systems

- Population forecasts and projected growth trends depicted geospatially

Task 5: Conflict Analysis and Resolution

Jefferson County will work directly with the consultant to:

- Develop resolution strategies for current conflicts.
- Develop resolution strategies and timeline for future conflict areas.
- Develop resolution strategies to support compatible land uses.
- Identify model planning tools and techniques to guide compatible development.
- Propose model regulations-local, State and Federal.
- Develop a process at the local level for cities and counties to work with the State of Washington, Naval Base Kitsap, Department of Defense Siting Clearinghouse, and other Federal Agencies to support compatibility between development of regional renewable energy resources and military operations, including test and training activities.
- Develop recommendations on transportation infrastructure resulting from future military mission needs and relate to transportation requirements for future development.
- Develop a tool box of policies, regulations, ordinances, agreements, etc. to address existing incompatibility issues and guide future compatible development to protect and preserve military readiness and defense capabilities while supporting continued community economic development.
- Review potential solutions.
- Assist in presentations of potential solutions to JLUS Policy Committee for review and comment.
- Assist in soliciting public input to potential solutions.

Task 6: Draft Plan and Implementation Strategy

Jefferson County will work with project partners and consultant to develop an appropriate implementation strategy for JLUS recommendations; review draft plan.

EXHIBIT B

KC-421-13

BUDGET:

Task 1: Project Initiation and Administration	\$9,265
Task 2: Community Organization and Meetings	\$7,857
Task 3: Technical Committee Participation	\$4,823
Task 4: Data Collection, Inventory and Mapping	\$5,930
Task 5: Conflict Analysis and Resolution	\$9,265
Task 6: Draft Plan and Implementation Strategy	\$5,930
Total Budget:	\$43,070