

**INTERLOCAL COOPERATION AGREEMENT  
BETWEEN  
KITSAP COUNTY AND WASHINGTON STATE UNIVERSITY**

This agreement (Agreement) is entered into between Kitsap County (the County) and Washington State University (WSU) pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW. In consideration of the mutual benefits and obligations set forth in this Agreement, the parties agree as follows:

**SECTION 1. PURPOSE**

WSU operates extension programs on real property owned by the County. The purpose of this Agreement is to allocate WSU's responsibilities and assumption of certain risks of financial liability arising out of WSU's use of facilities owned by the County, such as WSU's conducting and operating the following activities on County property (WSU Activities): archery, animal shows, demonstrations, competitions, Master Gardner activities, youth day camps, classes, and training. These activities take place in various facilities on real property owned by Kitsap County (Premises).

This Agreement is not intended to cover equine activities, such as training, demonstrations, and competitions (Equine Activities). An agreement covering Equine Activities will be governed by a separate agreement between WSU and the County.

The County grants WSU a license to use the Premises to conduct and operate WSU's activities. WSU accepts from the County a license to use the Premises to conduct and operate WSU Activities. WSU will use the Premises solely for conducting and operating the WSU Activities described in this Agreement and will not use the Premises for any other purpose without the express written consent of the County.

**SECTION 2. TERM**

The term of this Agreement shall be one (1) year, commencing on the date of mutual execution of this Agreement. Thereafter, this Agreement shall automatically renew for up to four (4) successive one (1) year periods, unless sooner terminated under the provisions of this Agreement.

**SECTION 3. CONSIDERATION**

In exchange for WSU's use of the Premises, WSU will pay the County one dollar (\$1.00) per month and agrees to be responsible for costs incident to using the Premises to conduct and operate WSU Activities on the Premises unless otherwise agreed by the parties in a writing signed by authorized employees of the parties, including potential tort liability arising from WSU's negligence, including negligent supervision of employees, volunteers, and participants in activities conducted solely or primarily by WSU.

#### **SECTION 4. ACCEPTANCE OF THE PREMISES**

Prior to its use of the Premises, WSU shall have fully inspected the Premises. By using the Premises, WSU agrees that the Premises are in good condition and acceptable to WSU in their present condition. The Premises are licensed exclusively on an "as is" basis. The County makes no warranties, representations, or guarantees of any kind or nature, directly or indirectly, with respect to the condition, safety, or suitability of the Premises, including but not limited to the presence or absence of any hazardous substances thereon or therein. Notwithstanding this section, WSU has the right to inspect any alterations or maintenance on the Premises done subsequent to the execution of this Agreement prior to WSU's continuing use of the Premises.

#### **SECTION 5. SUPERVISION AND OPERATION**

During WSU's use of the Premises, WSU shall control access to the Premises and ensure their safe and responsible use. WSU shall provide adequate adult supervision at all times during its use of the Premises. WSU will be solely responsible for the orderly conduct of all persons using the Premises by its invitation, either expressed or implied, during all times covered by the Agreement. WSU agrees to not conduct any activity in which fire, flame, or explosive device is involved without first having obtained the prior written permission of the Kitsap County Fire Marshal, and provided notice to the County.

The County and all duly authorized representatives of the County have the right to enter and inspect the Premises at all reasonable times. WSU is responsible for the security of the Premises during WSU's use of the Premises. When WSU becomes aware of any repair or maintenance issues concerning the Premises, it shall so notify the County of the nature thereof as soon as reasonably possible and shall immediately take all steps necessary to protect against personal injury and property damage. Notwithstanding the above, necessary repairs and maintenance shall be the responsibility of the County with the exception of normal wear and tear and damage arising from and caused by a WSU Activity.

#### **SECTION 6. MAINTENANCE, REPAIR, AND IMPROVEMENT**

WSU shall actively correct any cleanliness or sanitation problems arising from WSU's use of the Premises, and shall timely reimburse the County for any repair as appropriate, damage to glass, windows, and doors, that may become cracked, broken, or fall into disrepair to the extent caused by WSU's use of the Premises. WSU shall make no changes, improvements, or alterations to the Premises without first receiving the prior written consent of the County.

#### **SECTION 7. REPRESENTATIVES**

Each party to this Agreement shall have a representative. A party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

James R. Dunwiddie, Director  
Kitsap County Parks Department  
614 Division Street, MS#1  
Port Orchard, WA 98366  
(360) 337-5350

Richard T. Koenig, Associate Dean and  
Director, WSU Extension  
Washington State University  
P.O. Box 646248  
Pullman, WA 99164-6248  
509-335-2933 (p); 509-335-2926 (f)

Local contact:  
Director WSU Extension Kitsap County  
(360) 337-7170 (p)  
(360) 337-4864 (f)  
345 6th St, Suite 550  
Bremerton, WA 98337

## **SECTION 8. PROPERTY AND EQUIPMENT**

All changes, improvements, alterations, and repairs to the Premises, if any, made by WSU shall remain on the Premises and shall become the property of the County upon the expiration or sooner termination of this Agreement, except however, equipment and appliances paid for by WSU shall remain the property of WSU.

## **SECTION 9. UTILITIES**

WSU will pay the County for WSU's use of all utilities and other services to the Premises used by WSU including, but not limited to, electricity, water, sewer, heating, garbage, telephone and janitorial service. Payment of utility expenses will be handled as follows: The County will pay the actual cost of the utility and other services provided to the Premises on a monthly basis as they come due. WSU will then reimburse the County for the actual cost of WSU's use of these utility and other services. Upon request, the County will provide WSU with a yearly audit of the actual cost of all utility and other service expenses paid by the County regarding the Premises, which audit will include receipts for all utility and other service payments made during that year.

WSU at the sole expense of WSU must arrange for a qualified person to make electrical connections WSU requests or which are required for WSU Activities, and all such work must be performed by qualified persons and must conform to applicable County fire and building codes. WSU will comply with the County's Space Heaters Policy, POL 201 FM (2012). The County agrees to furnish water by means of the appliances installed for ordinary toilet or janitorial purposes which WSU can use for purposes for which those are constructed but the County need not add additional facilities to accommodate WSU's use. Water closets, toilets, and water apparatus will not be used for any purposes other than that for which they are constructed.

## **SECTION 10. ADMINISTRATION**

This Agreement will be administered by the County.

**SECTION 11. INDEPENDENT CONTRACTOR**

WSU is an independent entity and not an agent, an employee, or a servant of the County. WSU specifically has the right to direct and control WSU's own activities in accordance with the specifications set out in the Agreement.

WSU will have and maintain complete responsibility and control over all of its employees, volunteers, agents, and representatives. No employee, volunteer, agent, or representative of WSU will be or be deemed to be, or act or purport to act, as an employee, an agent, or representative of the County.

**SECTION 12. HOLD HARMLESS AND INDEMNIFICATION**

To the fullest extent allowed by law, WSU shall defend, indemnify, and hold harmless the County, its officers, officials, employees, and agents from and against any and all claims, demands, suits, losses, damages, liabilities, and costs, including but not limited to attorneys' fees and litigation costs, arising in connection with WSU's use of the Premises, whether such claims, demands, suits, losses, damages, liabilities, and costs are due to the acts or omissions of WSU, its officials, officers, employees, volunteers, agents, or invitees. This duty, however, shall not extend to injury or damage caused by the negligence of or actual intent to injure by the County, its officers, officials, employees, or agents. WSU waives its immunity under Title 51 (Industrial Insurance) Revised Code of Washington, solely to the extent is it required to defend, indemnify, and hold harmless the County or the County's officials, employees, and agents, and acknowledges that this waiver was mutually negotiated. To the extent consistent with RCW 4.92 and RCW 28B.10.842, WSU's obligation under this section includes, but is not limited to, investigating, adjusting, and defending all claims alleging loss from action, error, or omission, or breach of any common law, statutory, or other delegated duty by WSU, WSU's employees, or WSU's agents.

This section shall survive the abandonment, expiration, or termination of this Agreement.

**SECTION 13. AMENDMENT**

The County and WSU may mutually amend this Agreement. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind the County and WSU.

**SECTION 14. CHOICE OF LAW AND VENUE**

This Agreement will be governed by the laws of the State of Washington, both as to interpretation and performance. Any action at law, suit in equity, or other judicial proceeding for the enforcement of this Agreement may be instituted only in a court of competent jurisdiction in the State of Washington, County of Kitsap.

**SECTION 15. INTEGRATION CLAUSE**

This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained in this Agreement. This Agreement supersedes all previous communications, representations, or agreements, either oral or written, between the parties.

**SECTION 16. TERMINATION CLAUSE**

Either party may terminate this Agreement by giving the other party at least thirty (30) days' advance written notice. If this Agreement is so terminated, the terminating party shall be liable only for performance in accordance with the terms of this Agreement rendered prior to the effective date of termination.

**SECTION 17. DISPUTES**


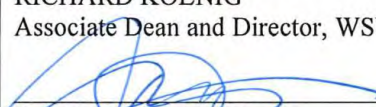



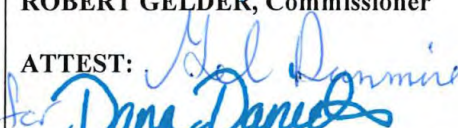
In the event that a dispute arises under this Agreement, it will be resolved in the following manner: WSU and the County will each individually appoint one member to a Dispute Board and those two members will jointly appoint a third member. The Dispute Board will evaluate the dispute and make a determination of the dispute.

**SECTION 18. FILING**

This Agreement will be filed with the Kitsap County Auditor's Office.

**SECTION 19. WARRANTY OF AUTHORITY**

Each person or party subscribing this Agreement expressly warrants that it has full authority to do so.

<p>Dated this <u>2nd</u> day of <u>February</u>, 2016.</p> <p><b>WASHINGTON STATE UNIVERSITY</b></p> <p>  RICHARD KOENIG  Associate Dean and Director, WSU Extension</p> <p>  AMANDA N. OWEN  Contracts Manager, WSU Finance and Admin</p> <p>Approved as to Form:    SHERRY GORDON  Senior Counsel,  Office of the Attorney General</p>	<p>Dated this <u>14</u> day of <u>MARCH</u>, 2016.</p> <p><b>BOARD OF COUNTY COMMISSIONERS  KITSAP COUNTY, WASHINGTON</b></p> <p>NOT PRESENT</p> <p>EDWARD E. WOLFE, Chair    CHARLOTTE GARRIDO, Commissioner</p> <p>  ROBERT GELDER, Commissioner</p> <p>ATTEST:   Dana Daniels, Clerk of the Board</p>
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