

**WEST SOUND UTILITY DISTRICT  
RESOLUTION 358-12**

**A RESOLUTION OF THE  
WEST SOUND UTILITY DISTRICT BOARD OF COMMISSIONERS  
APPROVING KITSAP COUNTY INTERLOCAL AGREEMENT  
FOR PUBLIC WORKS SERVICES**

**WHEREAS**, Kitsap County would like to enhance its level of water service by adding a 2" water service at the County's road maintenance facility for operating its salt grinding machinery and filling water tank trucks; and


**WHEREAS**, it is in the best interest of the District and County to enter into an agreement which specifies the terms and fees for adding this water service; NOW, THEREFORE,

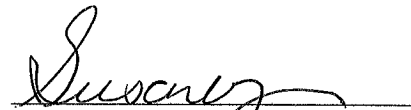
**THE BOARD OF COMMISSIONERS OF WEST SOUND UTILITY DISTRICT  
HEREBY RESOLVES:**

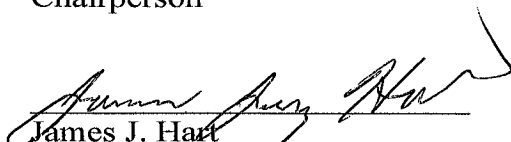
Section 1. The West Sound Utility District Board of Commissioners hereby approves the attached interlocal agreement (Exhibit "A") between the District and Kitsap County for enhanced water services at the County road maintenance facilities.

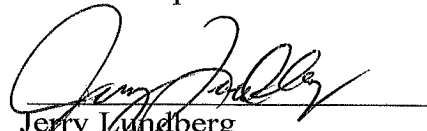
**APPROVED and ADOPTED by the Board of Commissioners of West Sound  
Utility District at a regular scheduled meeting on March 19, 2012.**

WEST SOUND UTILITY DISTRICT  
Kitsap County, Washington

  
\_\_\_\_\_  
Jeannie Screws  
Chairperson

  
\_\_\_\_\_  
Susan Way  
Vice Chairperson

  
\_\_\_\_\_  
James J. Hart  
Secretary

  
\_\_\_\_\_  
Jerry Lundberg  
Commissioner

**INTERLOCAL COOPERATIVE AGREEMENT BY AND BETWEEN  
WEST SOUND UTILITY DISTRICT AND KITSAP COUNTY  
FOR ENHANCED WATER SERVICE AT KITSAP COUNTY  
ROAD DEPARTMENT FACILITY**

This Interlocal Cooperative Agreement is made and entered into on this \_\_\_\_ day of March, 2012, by and between West Sound Utility District (hereinafter referred as "District") and Kitsap County (hereinafter referred to as "County").

**WHEREAS**, the County operates one of its road maintenance operations at its facility located at 2339 SE Cedar Road ("Cedar Road Facility") in Port Orchard, which is within the water and sewer utility service area of the District; and

**WHEREAS**, the County would like to enhance its level of water service by adding up to a 2" water service line and meter at its Cedar Road Facility for use in operating its salt grinding machinery and filling water tank trucks; and

**WHEREAS**, the addition of this water service line to the Cedar Road Facility is a project of convenience for the County and is not required by any development regulations or required by the District; and

**WHEREAS**, partnering between the District and County on capital projects and delivery of municipal services, such as in this instance, provides a significant benefit to the residents and customers of each jurisdiction; and

**WHEREAS**, Washington State's Interlocal Cooperation Act, Chapter 39.34 RCW, encourages local government units to enter into agreements with one another on a basis of mutual advantage in order to make the most efficient use of their resources for the benefit of their respective constituents.

**NOW, THEREFORE**, the County and the District, through their respective legislative bodies, hereby agree as follows:

1. **General Agreement.** The District shall permit the County to install up to a 2" water service line and 2" water meter to operate specialized equipment at its Cedar Road Facility that requires an estimated 3,000 gallons of water per hour during utilization periods. This will allow the County to operate a salt grinding machine during the winter months and fill water tank trucks under conditions that will not result in reducing the water pressure of the Cedar Road Facility's maintenance building.

2. **Fees.** The District shall charge the County the cost for installation of the water service line, unless the County staff installs the water line subject to the approval of the District's General Manager. The County shall pay the District for the cost of the water meter and ancillary parts. The District's General Manager is also authorized to waive any District inspection fees and administrative costs if deemed appropriate.

3. **System Development Charges.** The District has determined the volume of water the County will use from the addition of this water line will not increase the overall volume of water used or needed by the Cedar Road Facility, since the County will not be adding any new structures or services to this site. Also, the County will primarily be using this water line during the winter months when customer demands placed on the District's water system are significantly reduced. As a result, it is anticipated this

line's addition will not result in any increased water service provided by the District. In addition, the County previously paid all system development charges to the District when the Cedar Road Facility was originally constructed. In consideration of the minimal impact to the District's water system and anticipated future collaboration of projects between the District and County, the District will not impose any additional system development charges on the County in this instance.

4. **Future Use/Development Charges.** In the event the County pursues any further development of the Cedar Road Facility by adding additional facilities resulting in the County's use of water from the 2" service line and meter for such facilities, the District shall at such time impose any applicable water utility system development charges that the County would be obligated to pay.

5. **Complete Agreement.** This Agreement constitutes the full and complete agreement of the parties as to the matters contained herein. No other verbal or prior written understandings shall be provided with any legal effect whatsoever. Any amendments hereto shall be in writing and signed by both parties.

6. **Agreement To Be Filed With County Auditor or Published On Web Site.** Pursuant to RCW 39.34.040, this Inter-local Agreement shall be filed by the parties with the Kitsap County Auditor as soon as reasonably practical after its execution, or in the alternative, listed according to subject by each party on its web site or other electronically retrievable public source. Thereafter, each party shall notify the other of the method by which it published this agreement (by either recording it or listing it on its web site) and provide to the other all pertinent information relating thereto.

**WEST SOUND UTILITY DISTRICT**

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

\_\_\_\_\_  
JEANNIE SCREWS, Chair

\_\_\_\_\_  
CHARLOTTE GARRIDO, Chair

\_\_\_\_\_  
General Manager

\_\_\_\_\_  
ROBERT GELDER, Commissioner

\_\_\_\_\_  
Date

\_\_\_\_\_  
JOSH BROWN, Commissioner

\_\_\_\_\_  
Date

Approved as to Form:

ATTEST:

\_\_\_\_\_  
District's Attorney

\_\_\_\_\_  
DANA DANIELS  
Clerk of the Board