

INTERLOCAL AGREEMENT FOR SERVICES BETWEEN
KITSAP COUNTY & THE CITY OF BAINBRIDGE ISLAND
FOR LUCA PARTICIPATION

THIS INTERLOCAL AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 20__ by and between Kitsap County, a political subdivision of the State of Washington (“County”), and the City of Bainbridge Island, a Washington municipal corporation (“City”), pursuant to the provisions of Chapter 39.34 RCW (Interlocal Cooperation Act).

RECITALS

WHEREAS, in preparation for the 2020 census, the US Census Bureau offers a voluntary opportunity for local governments to review and correct the Census Bureau’s residential address list for their jurisdictions, via a program called Local Update for Census Address Operations (LUCA); and

WHEREAS, participation in LUCA helps ensure an accurate count of the jurisdiction’s population, which count is used by the Federal government in the allocation of grants and other funding and resources; and

WHEREAS, the City of Bainbridge Island (the City) desires to participate in LUCA; and

WHEREAS, local governments may designate higher-level governments to participate in LUCA on their behalf as their LUCA Liaisons; and

WHEREAS, Kitsap County (the County) has the appropriate staff, equipment, and procedures to conduct the LUCA review efficiently and to comply with the Federal security requirements for the Census Bureau’s address data; and

WHEREAS, Kitsap County GIS will be doing the LUCA review for unincorporated Kitsap County and has offered to do the same for the cities within the county; and

WHEREAS, the City desires the County to participate in LUCA on its behalf; and

WHEREAS, as authorized by Chapter 39.34 RCW, the County and City are entering into this interlocal agreement to memorialize the parties’ agreement;

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. The City designates the County to participate in LUCA on its behalf, and James Weaver, City Building Official to serve as the administrator of this Agreement.
2. The County shall act as the City’s LUCA Liaison and conduct the review of the Census Bureau’s address list for Bainbridge Island in accordance with the Census Bureau’s training, protocols, and security requirements.
3. The City’s addressing technician, and other staff as needed, shall sign any required Confidentiality Agreement and be available to consult with County staff and shall review the draft results before they are finalized.

4. For the services included in this Agreement, the City shall pay the County an hourly rate of \$ 93.25 per hour for an estimated 70-110 hours, but not more than \$11,000.
5. Time spent by County staff on LUCA activities for the benefit of all participants, such as attending the Census Bureau's training workshop, shall be apportioned between the County, the City, and any other entities the County is representing in this activity.
6. If it appears the project may exceed 110 hours, the County shall notify the City as far in advance as possible and the parties shall review this Agreement and the new estimate.
7. Any extension or modification of this Agreement shall only be valid by written agreement and upon the signature of the authorized representatives of both parties.
8. This Agreement may be terminated by either party upon thirty (30) days' written notice to the other party.
9. This Agreement shall become effective upon the date entered above and shall terminate upon the completion of the work or December 31, 2018, whichever is sooner, unless extended or modified as provided herein.

10. General Provisions

a. Interlocal Agreement. This is an interlocal agreement entered into pursuant to the authorization of Chapter 39.34 RCW. Accordingly, the following provisions are set forth in accordance with the provisions of RCW 39.34.030.

- i. No separate legal or administrative entity is created by this Agreement.
- ii. The cooperative undertakings of the parties shall be financed as provided herein. Each party shall separately establish and maintain a budget for its own functions.
- iii. No administrator or joint board shall be responsible for administering the undertakings.
- iv. No joint property shall be acquired, held or disposed of. Any real or personal property used in the joint or cooperative undertaking shall be considered to be and remain the property of the party who purchased such real or personal property.
- v. Pursuant to RCW 39.34.040, this Agreement shall be posted on the City's website prior to its effective date.

b. Non-waiver of Breach. The failure of either party to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein contained in one or more instances, shall not be construed to be a waiver or relinquishment of said covenants, agreements, or options, and the same shall be in full force and effect.

c. Severability. The provisions of this Agreement are declared to be severable. If any provision of this Agreement is for any reason held by a court of competent jurisdiction to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other provision.

d. Entire Agreement. The written provisions of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the County or the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner whatsoever, the Agreement or the Agreement documents. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and any Exhibits attached hereto, which may or may not have been dated prior to the execution of this Agreement. All of the above documents are hereby made a part of this Agreement and form the Agreement document as fully as if the same were set forth herein. Should any language in any Exhibit to this Agreement conflict with any language contained in this Agreement, then this Agreement shall prevail.

e. Authorization. The governing bodies of the parties listed below have authorized their respective designated officials to execute this Agreement on their behalf.

CITY OF BAINBRIDGE ISLAND,
WASHINGTON

KITSAP COUNTY, WASHINGTON

Doug Schulze, City Manager

Craig Adams, Information Services Director