



Meeting Date:
Agenda Item No:

4A

Kitsap County Board of Commissioners			
Office/Department:		Information Services	
Staff Contact:		Eddy Sherman	
Agenda Item Title:		KC-585-21 – Kitsap Public Utilities District (KPUD)	
Recommended Action: Move that the Board of County Commissioner approve and execute the ILA with KPUD for technical services. KC-585-21 - Kitsap Public Utilities District (KPUD)			
Summary:	Kitsap County has entered into an ILA with KPUD for telecommunication services. The contract shall become effective upon approval by both parties and terminate in writing by either party.		
Attachments:	<ol style="list-style-type: none"> 1. Contract Review Sheet 2. Interlocal Agreement 		
Fiscal Impact for this Specific Action			
Expenditure required for this specific action:		\$0.00	
Related Revenue for this specific action:		\$0.00	
Cost Savings for this specific action:		\$0.00	
Net Fiscal Impact:		\$0.00	
Source of Funds:		NA	
Fiscal Impact for Total Project			
Project Costs:		\$0.00	
Project Costs Savings:		\$0.00	
Project Related Revenue:		\$0.00	
Project Net Total:		\$0.00	
Office/Departmental Review & Coordination			
Office/Department		Elected Official/Department Director	
Information Services		Craig Adams	
Contract Information			
Contract Number	Date Original Contract or Amendment Approved	Amount of Original Contract Amendment	Total Amount of Amended Contract
KC-585-21	Pending	\$0.00	



Kitsap County CONTRACT REVIEW SHEET (Chapter 3.56 KCC)

A. CONTRACT INFORMATION <i>(for Contract Signing Authority, see KCC 3.56.075)</i>	
1. Contractor	<u>Kitsap Public Utilities District (KPUD)</u>
2. Purpose	<u>Interlocal Cooperation for technical needs</u>
3. Contract Amount	<u>\$0.00</u> Disburse <input type="checkbox"/> Receive <input type="checkbox"/>
4. Contract Term	<u>Upon approval and terminated by either party in writing</u>
5. Contract Administrator	<u>Eddy Sherman</u> Phone <u>360-337-4401</u>
Approved:	<u>Craig Adams</u> Date <u>9/28/2021</u> Department Director
B. AUDITOR – Accounting Information	
1. Contract Control No.	<u>KC-585-21</u>
2. Fund Name	<u>NA</u>
3. Payment from-Revenue to CC/Account No.	<u>NA</u>
Reviewer	<u>Dave Schureman</u> Date <u>9/30/2021</u>
4. Comments:	
C. AUDITOR – Grant Review <i>Signature only required if grant funded contract</i>	
1. <input type="checkbox"/> Approved <input type="checkbox"/> Not Approved	
Reviewer	<u>NA</u> Date _____
2. Comments:	
D. ADMINISTRATIVE SERVICES DEPARTMENT – Risk Manager Review	
1. <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Not Approved	
Reviewer	<u>Timothy M. Perez</u> Date <u>10/1/2021</u>
2. Comments:	
E. ADMINISTRATIVE SERVICES DEPARTMENT – Budget Manager Review <i>Signature required if \$50,000 or more OR if signed by Board of Commissioners (regardless of dollar amount)</i>	
1. <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Not Approved	
Reviewer	<u>Aimée Campbell</u> Date <u>09/30/2021</u>
2. Comments:	
F. HUMAN RESOURCES – Human Resources Director Review <i>Signature only required if union or employment contract</i>	
1. <input type="checkbox"/> Approved <input type="checkbox"/> Not Approved	
Reviewer	_____ Date _____
2. Comments:	
G. INFORMATION SERVICES – Information Services Director Review <i>Signature only required if technology contract</i>	
1. <input type="checkbox"/> Approved <input type="checkbox"/> Not Approved	
Reviewer	_____ Date _____
2. Comments:	
H. PROSECUTING ATTORNEY	
1. <input checked="" type="checkbox"/> Approved as to Form <input type="checkbox"/> Not Approved as to Form	
Reviewer	<u>Laura Zippel</u> Date <u>9/30/21</u>
2. Comments:	

Date Approved by Authorized Contract Signer:
RETURN SIGNED ORIGINALS TO:

Date October 25, 2021 BOCC
Lee Reyes @ MS- 7

INTERLOCAL COOPERATION AGREEMENT
for
TELECOMMUNICATIONS SERVICES

THIS AGREEMENT is made and entered into by and between Kitsap County ("County"), a political subdivision of the State of Washington, and Kitsap Public Utility District ("KPUD"), pursuant to provisions of the Interlocal Cooperation Act of 1967, Chapter 39.34 RCW.

Recitals

WHEREAS, Kitsap County Commissioners want to improve agency to agency partnerships, and WHEREAS Kitsap County Information Services Department (KCISD) has technical needs that KPUD can supply, and WHEREAS KPUD has technical needs that KCISD can supply, THEREFORE these two agencies agree to share and cooperate with each other the items identified below.

1. Purpose.

This Agreement is entered into for the mutual cooperation and assistance between the County and KPUD as provided in Sections 2 & 3.

2. KPUD Responsibilities.

- a. KPUD will provide two redundant fiber paths between 614 Division Street, Port Orchard, WA and 911 Carver Street, Bremerton, WA. Each fiber path will consist of two strands of dark fiber for the KCISD's use. KCISD acknowledges that the redundant paths will converge in Gorst and cannot be avoided at this time. Should this convergence resolve, KPUD agrees to migrate one fiber path to a path without convergence.
- b. KPUD will provide one 1gbps DIA circuit for Community WIFI to the County campus located at 614 Division Street, Port Orchard, WA 98366.

3. KCISD Responsibilities.

- a. KCISD will provide KPUD a letter of authority to use 24 Class C blocks of IPv4 addresses.
- b. KCISD will nullify all existing authority of use for the IPv4 blocks currently assigned to KPUD.

4. Term of Agreement.

This Agreement shall take effect upon signature of both parties and shall remain in force and effect perpetually or until terminated by a party as provided in this Agreement: Section 9 Termination.

5. Manner of Financing.

No joint financing shall be undertaken for the activities contemplated herein. Each party shall finance its responsibilities as allowed by law and shall separately maintain a budget for its own functions.

6. Administration.

No new or separate legal or administrative entity is created to administer the provisions of this Agreement. This Agreement shall be administered jointly by KPUD and KCISD. The following individuals are designated as representatives of the respective Parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the Party making the change shall notify the other Party.

For KPUD:

Angela Bennink
Telecom Director
1431 Finn Hill Road
Poulsbo, WA 98370
(360) 626-7760 Direct | (360) 779-7656 Main

For KCISD:

Eddy Sherman, Computer & Network Services
Manager
614 Division St., MS-21
Port Orchard, WA 98366
(360) 337-4401

7. Treatment of Assets and Property.

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 except as stated in Sections 2 & 3 (KPUD and KCISD Responsibilities).

8. Indemnification.

To the extent of its comparative liability, each Party agrees to indemnify, defend and hold the other Party, its elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which are alleged or proven to be caused by an act or omission, negligent or otherwise, of its elected and appointed officials, employees, agents or volunteers.

A Party shall not be required to indemnify, defend, or hold the other Party harmless if the claim, damage, loss or expense for personal injury, for any bodily injury, sickness, disease or death or for any damage to or destruction of any property (including the loss of use resulting therefrom) is caused by the sole act or omission of the other Party. In the event of any concurrent act or omission of the Parties, negligent or otherwise, these indemnity provisions shall be valid and enforceable only to the extent of each Party's comparative liability.

The Parties agree to maintain a consolidated defense to claims made against them and to reserve all indemnity claims against each other until after liability to the claimant and damages, if any, are adjudicated. If any claim is resolved by voluntary settlement and the Parties cannot agree upon apportionment of damages and defense costs, they shall submit apportionment to binding arbitration.

The indemnification obligations of the Parties shall not be limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act. Each Party hereby

expressly waives any immunity afforded by such acts to the extent required by a Party's obligations to indemnify, defend and hold harmless the other Party or Parties. A Party's waiver of immunity does not extend to claims made by its employees directly against the Party as employer. The foregoing indemnification obligations of the Parties are a material inducement to enter into this Agreement and have been mutually negotiated.

Each agency shall take reasonable actions to secure the infrastructure it manages within this agreement from cyber-attacks. If such an incident occurs, the other agency must be notified within 4 hours of discovery.

9. Termination.

Either Party hereto may terminate this Agreement upon six (6) months' notice in writing, either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the other Party's last known address for the purposes of giving notice under this paragraph. If this Agreement is so terminated, the Parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

10. Changes, Modifications, Amendments, and Waivers.

This Agreement may be changed, modified, amended, or waived only by written agreement executed by the Parties hereto. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.

11. ILA Review

This ILA shall be reviewed every 3 years to ensure the services provided are current and applicable. It is expected that these circuits will be kept up to date with the latest technology.

12. Ownership and Maintenance

KPUD remains the owner of the dark fiber noted in this ILA and is responsible to ensure all fiber provided to KCISD is operational and at optimal performance. KCISD remains the owner of the IPv4 addresses noted in this ILA and is responsible to ensure the IPv4 addresses are available for KPUD's use.

13. Assignment.

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

14. No Third-Party Beneficiary.

No provision of the Agreement is intended to, nor will it be construed to, create any third-party beneficiary or provide any rights or benefits to any person or entity other than the Parties.

15. Severability.

If any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this Agreement are declared severable.

16. Survival.

Those provisions of this Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive. Those provisions include but are not limited to: Sections 2 (KPUD Responsibilities), Section 3 (KCISD Responsibilities), and Section 8 (Indemnification).

17. Entire Agreement.

This Agreement contains all the terms and conditions agreed upon by the Parties. All items incorporated herein by this reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the Parties hereto.

18. Filing.

Executed copies of this Agreement shall be filed as required by RCW 39.34.040 or listed by subject on the Party's website.

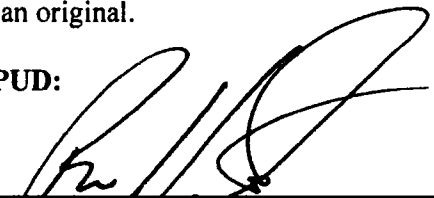
19. Disputes.

Venue for any litigation arising from this Agreement shall be in Kitsap County Superior Court. However, the Parties shall first make every attempt possible to resolve any disputes in a cooperative and constructive manner.

20. Counterparts.

The parties may execute this Agreement in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute only one agreement. Further, delivery of a signed copy of this Agreement via e-mail or facsimile transmission shall be considered delivery of an original.

KPUD:



Bob Hunter, General Manager

KCISD:

See next page for signature authority

~~Eddy Sherman, Computer & Network Services
Director~~

Approved as to form:



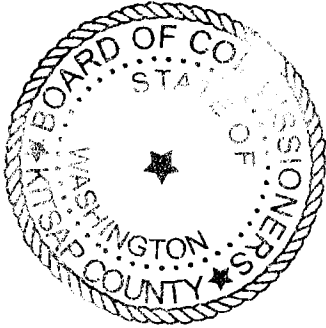
William Broughton, KPUD Attorney

Approved as to form:

Chad Enright, Kitsap County Attorney By:
Deputy Prosecuting Attorney

DATED this 15th day of October, 2021.

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



Robert Gelder

ROBERT GELDER, Chair

E. E. Wolfe

EDWARD E. WOLFE, Commissioner

Charlotte Garrido

CHARLOTTE GARRIDO, Commissioner

ATTEST: *Dana Daniels*

Dana Daniels, Clerk of the Board