



Meeting Date:  
Agenda Item No:

<b>Kitsap County Board of Commissioners</b>			
<b>Office/Department:</b>		Information Services	
<b>Staff Contact:</b>		Craig Adams	
<b>Agenda Item Title:</b>		KC-192-22 – Kitsap Public Health District	
<b>Recommended Action:</b> Move that the Board of County Commissioners approve and execute the Interlocal Agreement with Kitsap Public Health District. KC-192-22 - Kitsap Public Health District			
<b>Summary:</b>	Kitsap County has entered into an Interlocal Agreement with Kitsap Public Health District where the County will provide customized GIS services for the Kitsap Public Health District. The Agreement shall commence on November 1, 2021 and terminate October 31, 2022. The Agreement shall not exceed \$20,000.		
<b>Attachments:</b>	<ol style="list-style-type: none"> <li>1. Contract Review Sheet</li> <li>2. Agreement</li> </ol>		
<b>Fiscal Impact for this Specific Action</b>			
<b>Expenditure required for this specific action:</b>	\$0.00		
<b>Related Revenue for this specific action:</b>	\$20,000.00		
<b>Cost Savings for this specific action:</b>	\$20,000.00		
<b>Net Fiscal Impact:</b>	\$20,000.00 Revenue		
<b>Source of Funds:</b>	GIS		
<b>Fiscal Impact for Total Project</b>			
<b>Project Costs:</b>	\$0.00		
<b>Project Costs Savings:</b>	\$20,000.00		
<b>Project Related Revenue:</b>	\$20,000.00		
<b>Project Net Total:</b>	\$20,000.00 Revenue		
<b>Office/Departmental Review &amp; Coordination</b>			
<b>Office/Department</b>	<b>Elected Official/Department Director</b>		
Information Services	Craig Adams		
<b>Contract Information</b>			
<b>Contract Number</b>	<b>Date Original Contract or Amendment Approved</b>	<b>Amount of Original Contract Amendment</b>	<b>Total Amount of Amended Contract</b>
KC-192-22	Pending	\$20,000.00	Revenue



**Kitsap County**  
**CONTRACT REVIEW SHEET**  
(Chapter 3.56 KCC)

<b>A. CONTRACT INFORMATION</b> <i>(for Contract Signing Authority, see KCC 3.56.075)</i>	
1. Contractor	Kitsap Public Health District
2. Purpose	Customized GIS Services for the District
3. Contract Amount	\$20,000 Revenue      Disburse <input type="checkbox"/> Receive <input checked="" type="checkbox"/>
4. Contract Term	November 1, 2021 through October 31, 2022
5. Contract Administrator	Craig Adams      Phone 360-337-4946
Approved:	Craig Adams      Date 3/1/2022 Department Director
<b>B. AUDITOR – Accounting Information</b>	
1. Contract Control No.	KC-192-22
2. Fund Name	GIS
3. Payment from-Revenue to Program/Revenue or Spend Category	5167.3370.90
Reviewer	Dave Schureman      Date 3/7/2022
4. Comments:	
<b>C. AUDITOR – Grant Review</b> <i>Signature only required if grant funded contract</i>	
1. <input type="checkbox"/> Approved <input type="checkbox"/> Not Approved	
Reviewer	NA      Date
2. Comments:	
<b>D. ADMINISTRATIVE SERVICES DEPARTMENT – Risk Manager Review</b>	
1. <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Not Approved	
Reviewer	Timothy M. Perez      Date 3/1/2022
2. Comments:	
<b>E. ADMINISTRATIVE SERVICES DEPARTMENT – Budget Manager Review</b> <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	Aimée Campbell      Date 03/02/2022
2. Comments:	
<b>F. HUMAN RESOURCES – Human Resources Director Review</b> <i>Signature only required if union or employment contract</i>	
1. <input type="checkbox"/> Approved <input type="checkbox"/> Not Approved	
Reviewer	_____ Date
2. Comments:	
<b>G. INFORMATION SERVICES – Information Services Director Review</b> <i>Signature only required if technology contract</i>	
1. <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Not Approved	
Reviewer	Craig Adams      Date 3/1/2022
2. Comments:	
<b>H. PROSECUTING ATTORNEY</b>	
1. <input checked="" type="checkbox"/> Approved as to Form <input type="checkbox"/> Not Approved as to Form	
Reviewer	Kasi Walker      Date 3/3/2022
2. Comments:	

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

Date \_\_\_\_\_  
Lee Reyes @ MS- 7



**KC-192-22**  
**INTERLOCAL AGREEMENT**

This Agreement is between Kitsap Public Health District (District) a special purpose district, and Kitsap County, Department of Information Services (County/IS) a municipal corporation, all in the State of Washington.

WHEREAS, Kitsap County I/S will provide customized Geographic Information Systems (GIS) Services to Kitsap Public Health District.

NOW, THEREFORE, the parties agree as follows:

1. Scope of Services. The purpose of this agreement is to acknowledge the parties' mutual interest as set forth in Attachment A, Scope of Services. The services performed shall not exceed the Scope of Services without prior written authorization from District.
2. Terms and Conditions. All rights and obligations of the parties to this Agreement shall be subject to and governed by the terms and conditions contained in the text of this Interlocal Agreement, and as may be attached and incorporated herein.
3. Period of Performance. Subject to its other provisions, the period of performance of this Agreement shall commence on November 1, 2021 and terminate on October 31, 2022. The Agreement may be extended for additional consecutive terms at the mutual agreement of the parties, not to exceed a total of five (5) years.
4. Termination/Suspension. Either party may terminate this Agreement upon thirty (30) days written notice. The District may suspend this Agreement, at its sole discretion, upon two week's advance notice to the County. Such notice shall indicate the anticipated period of suspension. Any reimbursement for expenses incurred due to the suspension shall be limited to the County I/S' reasonable expenses and shall be subject to verification. The County I/S shall resume performance of services under this Agreement at a mutually agreed upon date when the suspension period ends.
5. Reimbursement and Payment. As set forth in Attachment B (Reimbursement and Payment). Billing Procedure: The County I/S will bill District monthly as services are provided.
6. Ownership of Work Product. All data materials, reports, memoranda, and other documents developed under this Agreement whether finished or not shall become the property of District, shall be forwarded to District at its request and may be used by District as it sees fit. Upon termination of this Agreement pursuant to paragraph 4 above, all finished or unfinished documents, reports, or other material or work of County I/S pursuant to this Agreement shall be submitted to District. District agrees that if it uses products prepared by County I/S for purposes other than those intended in this Agreement, it does so at its sole risk and it agrees to hold County I/S harmless therefor.
7. Compliance with Legal Requirements. Each party accepts responsibility for compliance with federal, state, and local laws and regulations.

8. Filing. Executed copies of this agreement shall be filed as required by RCW 39.34.040 prior to this agreement becoming effective.
9. Notices. Any notices, demands, and other communications required by the Agreement will be effective if personally served upon the other party or if mailed by registered or certified mail, postage prepaid, return receipt requested, to the other party's Representative at the address below. Notice may also be given by facsimile with the original to follow by regular mail. Notice will be deemed to be given three (3) days following the date of mailing, or immediately if personally served. For service by facsimile, service will be effective at the beginning of the next working day.

County Representative

Title: Craig Adams, IS Director  
Address: 614 Division Street, MS-21, Port Orchard, WA 98366  
Phone: 360-337-4946

District Representative

Title: Ed North  
Address: 345 6<sup>th</sup> Street, Suite 300, Bremerton, WA 98337  
Phone: 360-728-2268

10. Reports. None required.
11. Non-Delegation/Non-Assignment. Neither party may delegate the performance of any contractual obligation, to a third party, unless mutually agreed in writing. Neither party may assign this agreement without the written consent of the other party.
12. Indemnification/Hold Harmless. Each party agrees to defend and indemnify the other party and its elected and appointed officials, officers, employees and agents against all claims, losses, damages, suits and expenses, including reasonable attorneys' fees and costs, to the extent they arise out of, or result from, the performance of this Agreement by the indemnitor or its elected or appointed officials, officers, employees and agents. The indemnitor's duty to defend and indemnify extends to claims by the elected or appointed officials, officers, employees or agents of the indemnitor or of any contractor or subcontractor of indemnitor. The indemnitor waives its immunity under Title 51 (Industrial Insurance) of the Revised Code of Washington solely for the purposes of this provision and acknowledges that this waiver was mutually negotiated. This provision shall survive the expiration or termination of this Agreement.

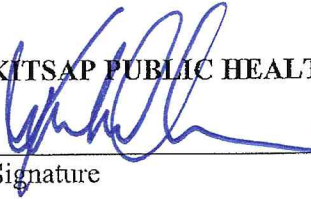
Neither party assumes responsibility to the other party for the consequences of any act or admission of any person, firm or corporation not a party to this agreement.

13. Severability. Any provision of this agreement, which is prohibited or unenforceable, shall be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining provision or affecting the validity or enforcement of such provision.
14. Counterparts. The Agreement may be executed in several counterparts, each of which will be

deemed an original, but all of which together will constitute one and the same agreement.

15. Entire Agreement. This Agreement is the entire agreement of the parties and supersedes all prior negotiations and agreements whether written or oral. This Agreement may be amended only by written agreement and no purported oral amendment to the Agreement shall be valid.

**KITSAP PUBLIC HEALTH DISTRICT**

  
4/13/2022

Signature

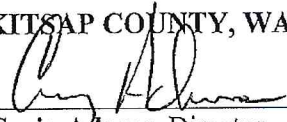
Keith Grellner

Name

Administrator

Title

**KITSAP COUNTY, WASHINGTON**

  
3/18/2022

Craig Adams, Director

Department of Information Services

(Pursant to Reso 012-2008)

**Attachment A**  
**Scope of Services**

Kitsap County I/S GIS will provide GIS services to District. The services may include, but are not limited to:

- Development, maintenance or customization of ArcGIS products to assist with incident analysis
- Custom mapping and GIS analysis to support planning for facilities, resources, or equipment
- Development and maintenance of GIS data layers to support DISTRICT operations
- Printing and plotting of existing maps and drawings

County/IS will maintain confidentiality of any incident related data provided by District for the purposes of the project.

District is responsible for or will provide access to the data and personnel necessary to accomplish the service being requested.



KPHD 2233

**Attachment B**  
**Reimbursement and Payment**

District will pay:

GIS Mapping Services Fees: Rates are subject to change annually. County I/S to provide District ninety (90) days advance written notice of rate change.

- \$75.83 Per hour for GIS Analyst Application Services (2021) rates, plus applicable taxes, not to exceed \$20,000 during the agreement.
- Compensation will be based on invoices submitted by County itemizing hours worked with a detailed description of services performed.

When requested, the County I/S will provide estimates of costs for any given task. County I/S agrees that it will not exceed these estimated costs without the prior written authorization from District Representative.