Meeting Date:  
Agenda Item No:  

Kitsap County Board of Commissioners  

Office/Department: Information Services  
Staff Contact: Craig Adams  
Agenda Item Title: KC-192-22 — Kitsap Public Health District  

Recommended Action: 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  

Summary: 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.  

Attachments:  
1. Contract Review Sheet  
2. Agreement  

Fiscal Impact for this Specific Action:  
Expenditure required for this specific action: $0.00  
Related Revenue for this specific action: $20,000.00  
Cost Savings for this specific action: $20,000.00  
Net Fiscal Impact: $20,000.00 Revenue  
Source of Funds: GIS  

Fiscal Impact for Total Project:  
Project Costs: $0.00  
Project Costs Savings: $20,000.00  
Project Related Revenue: $20,000.00  
Project Net Total: $20,000.00 Revenue  

Office/Departmental Review & Coordination:  
Office/Department: Information Services  
Elected Official/Department Director: Craig Adams  

Contract Information:  

<table>
<thead>
<tr>
<th>Contract Number</th>
<th>Date Original Contract or Amendment Approved</th>
<th>Amount of Original Contract Amendment</th>
<th>Total Amount of Amended Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>KC-192-22</td>
<td>Pending</td>
<td>$20,000.00</td>
<td>Revenue</td>
</tr>
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</table>
### A. CONTRACT INFORMATION

<table>
<thead>
<tr>
<th>1. Contractor</th>
<th>Kitsap Public Health District</th>
</tr>
</thead>
<tbody>
<tr>
<td>2. Purpose</td>
<td>Customized GIS Services for the District</td>
</tr>
<tr>
<td>3. Contract Amount</td>
<td>$20,000 Revenue Disburse Receive X</td>
</tr>
<tr>
<td>4. Contract Term</td>
<td>November 1, 2021 through October 31, 2022</td>
</tr>
<tr>
<td>5. Contract Administrator</td>
<td>Craig Adams</td>
</tr>
<tr>
<td></td>
<td>Phone 360-337-4946</td>
</tr>
<tr>
<td>Approved:</td>
<td>Craig Adams Date 3/1/2022</td>
</tr>
<tr>
<td></td>
<td>Department Director</td>
</tr>
</tbody>
</table>

### B. AUDITOR – Accounting Information

| 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:            | |

### C. AUDITOR – Grant Review

Signature only required if grant funded contract

| 1. Approved | Not Approved |
| Reviewer    | NA |
| Date        | |
| 2. Comments:| |

### D. ADMINISTRATIVE SERVICES DEPARTMENT – Risk Manager Review

Signature required if $50,000 or more OR if signed by Board of Commissioners (regardless of dollar amount)

| 1. Approved | Not Approved |
| Reviewer    | Timothy M. Perez Date 3/1/2022 |
| 2. Comments:| |

### E. ADMINISTRATIVE SERVICES DEPARTMENT – Budget Manager Review

Signature required if $50,000 or more OR if signed by Board of Commissioners (regardless of dollar amount)

| 1. Approved | Not Approved |
| Reviewer    | Aimée Campbell Date 03/02/2022 |
| 2. Comments:| |

### F. HUMAN RESOURCES – Human Resources Director Review

Signature only required if union or employment contract

| 1. Approved | Not Approved |
| Reviewer    | Date |
| 2. Comments:| |

### G. INFORMATION SERVICES – Information Services Director Review

Signature only required if technology contract

| 1. Approved | Not Approved |
| Reviewer    | Craig Adams Date 3/1/2022 |
| 2. Comments:| |

### H. PROSECUTING ATTORNEY

| 1. Approved as to Form | Not Approved as to Form |
| Reviewer               | Kasi Walker Date 3/3/2022 |
| 2. Comments:           | |

Date Approved by Authorized Contract Signer: Date

RETURN SIGNED ORIGINALS TO: 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 6th 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**

[Signature]

4/13/2022

Keith Grellner
Name

Administrator
Title

**KITSAP COUNTY, WASHINGTON**

[Signature]

3/18/2022

Craig Adams, Director
Department of Information Services
(Pursuant to Reso 012-2008)
KPHD 2233

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.
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.