


AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN PUBLIC UTILITY DISTRICT ONE OF KITSAP COUNTY (PUD) AND CENTRAL KITSAP FIRE DISTRICT (CKFD) FOR CONSULTING SERVICES

1. **Parties.** THIS INTERLOCAL AGREEMENT Amendment is made and entered into on the date referenced on the signature page below by and between Central Kitsap Fire District (“CKFD”) and Public Utility District #1 of Kitsap County (“PUD”). Both of these parties are municipal corporations organized under the laws of the State of Washington and make this Agreement pursuant to the Interlocal Governmental Cooperation Act, RCW 39.34.
2. **Purpose of Amendment.** This Amendment sets forth additional terms and conditions for PUD to provide additional information technology (IT) consulting services to CKFD for a fee.
3. **Description of the Additional Work.** PUD will extend its network to provide a 1Gig connection to CKFD Station 41 with CKFD to pay a one-time fee of \$8,000 payable upon completion of the build. This work shall include a Colo facility (including connection) at either Bremerton or Poulsbo. The monthly service fee shall be increased to \$3000 a month upon completion of the installation. The District reserves the right to adjust monthly fees through the Districts public rate setting process.
4. **Extension of Original Agreement and Automatic Renewal.** The original Agreement shall be extended an additional two years and shall be automatically extended for additional two years terms. Either party may terminate this agreement by providing 30 days written notice to the other.
5. **Entire Agreement.** This Amendment incorporates the original agreement and together constitute the entire agreement between Parties. Any modifications or amendments to this Agreement shall be in writing and shall be signed by each party.
6. **Compliance with RCW 39.34.040.** Pursuant to RCW 39.34.040, this Amendment shall be listed by subject on the public web site of the Parties hereto or on other electronically retrievable public source.
7. **No Separate Entity.** It is not contemplated that any property, real or personal, will be acquired by either jurisdiction separately or jointly as a result of this agreement. No separate fund shall be established, and no legal entity is created by this agreement.

DATED this 9 day of JAN, ~~2019~~ 2020

CENTRAL KITSAP FIRE DISTRICT

PUBLIC UTILITY DISTRICT #1



1-7-2020



President
Board of Commissioners

ATTEST:

ATTEST:


Clerk for Board of Commissioners





KITSAP PUD
1431 FINN HILL ROAD
PO Box 1989
POULSBO, WA 98370
360.779.7656
FAX 360.779.3284

March 28, 2013

Monika Carberry
Admin/Information Services Manager
5300 NW NewBerry Hill Road, Suite 101
Silverdale, WA 98383

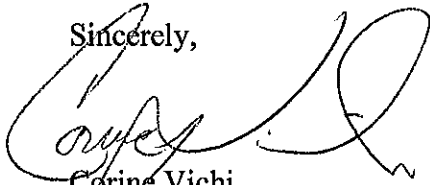
RE: Interlocal Agreement between Central Kitsap Fire & Rescue and PUD No. 1

Dear Ms. Carberry:

Please find enclosed one signed original as requested and returned to your attention.

Please feel free to contact me if I can be of further assistance.

Sincerely,



Corine Vichi
Administrative Assistant

Encl

INTERLOCAL AGREEMENT BETWEEN PUBLIC UTILITY DISTRICT ONE OF KITSAP COUNTY (PUD) AND CENTRAL KITSAP FIRE AND RESCUE (CKFR) FOR IT SERVICES


1. **Parties.** THIS INTERLOCAL AGREEMENT (“Agreement”) is entered into on the date referenced on this Agreement’s signature page by and between Central Kitsap Fire and Rescue (“CKFR”) and Public Utility District #1 of Kitsap County (“PUD”). Both parties are municipal corporations organized under the laws of the State of Washington and make this Agreement pursuant to the Interlocal Governmental Cooperation Act, Chapter 39.34 RCW.
2. **Purpose of Agreement.** This Agreement sets forth the terms and conditions for the PUD to provide information technology (IT) services to CKFR for a fee.
3. **Description of the Work.** The PUD will manage the CKFR IT system and provide the services identified herein (except as otherwise explicitly provided) and on the attached Exhibit A for an initial monthly fee of \$4,368.00. This monthly fee shall procure eighty-four (84) hours a month of IT services from the PUD to CKFR. This fee rate shall remain unchanged until at least January 31, 2014. The parties shall meet in September each year to discuss and establish any adjustments to the fee and scope of work for the next upcoming year, commencing February 1, under this Agreement. Compensation shall be pro-rated for the first month under this Agreement from the Agreement’s actual start date to the end of that month.
4. **PUD Responsibilities.** The PUD agrees to provide routine maintenance of all CKFR IT system infrastructure and equipment as set forth in Exhibit A. CKFR shall be allowed to carry over unused hours from month to month, but any carried over hours will expire at the end of each contract year. Hereunder a contract year shall run from February 1 to January 31. Additional services for hours in addition to the service hours provided herein or for services not included in this Agreement or on Exhibit A will be billed on a case by case basis with a labor charge of seventy-five (\$75) dollars per hour.
5. **Costs.** CKFR shall also be responsible for costs associated with outside sources and capital costs. They represent billings from outside vendors for items such as internet service, software and telephony. As determined by CKFR from time to time, the PUD will process IT billings for CKFR for an administrative fee of five (5%) percent of the amount of each bill. Capital costs for equipment replacement, upgrades and acquisition shall be paid by CKFR. The time spent to install and bring this hardware on-line is not included in the monthly fee and will be billed hourly at seventy-five (\$75.00) dollars per hour.

6. **Emergency Repair.** The PUD shall be responsible for providing emergency repair services as part of this Agreement. The PUD staff shall be available 24/7 to respond to CKFR's IT requests with a maximum two (2) hour response time. Should CKFR request an emergency response between 5 pm and 8 am (outside the scope of normal IT services provided under this Agreement), it will be billed at the hourly fee of seventy-five (\$75.00) dollars per hour and not be included in the monthly allotment of hours; such time shall be billed in increments of thirty (30) minutes with a minimum billing time on each said emergency response of one (1) hour.
7. **Procurement Compliance.** The PUD will ensure the hardware and software purchased for CKFR will occur in compliance with all laws governing public procurement in accordance with Washington law.
8. **Indemnification.** Both parties agree to indemnify and hold harmless the other party only for claims arising out of this Agreement which are the result of actions taken by one party and not the other. The indemnifying party also agrees to provide defense of any and all claims made against the "non-acting party" at no charge to the non-acting party.
9. **Insurance.** Both parties agree to maintain in full force and effect any and all insurance policies currently in place for property and liability coverage.
10. **Term / Termination.** The initial term of this Agreement shall be for approximately two years. It shall commence on April 1, 2013, and terminate on January 31, 2015. It may be extended for additional terms by mutual written agreement. Notwithstanding anything to the contrary herein, either party may terminate this Agreement for any or no reason by providing thirty (30) days written notice to the other party, with the actual termination date falling on the last day of the month stated in the termination notice.
11. **Jurisdiction and Venue.** This Agreement is governed by the laws of the State of Washington. Venue for any legal action arising from a dispute under this Agreement shall be in Kitsap County, Washington, with jurisdiction vested in that county's superior court.
12. **Non-Discrimination.** Neither party shall discriminate in any manner against any person in that Party's performance under this Agreement on the basis of race, color, national origin, sex, sexual orientation, religion, age, marital status or disability in employment of the provision of services.
13. **Severability.** If any provision of the Agreement is held invalid by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby if such remainder may continue to serve the substantial purposes and objectives of this Agreement.

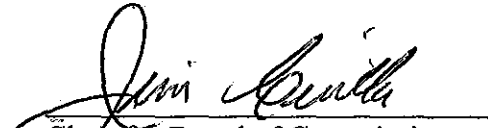
14. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties. Any modifications or amendments hereto shall be in writing and shall be signed by each party. This Agreement shall not be modified in any fashion by any course of dealings of the parties contrary hereto; as previously stated herein, any modifications hereto must be specifically set forth in writing and signed by the parties.
15. **Compliance with RCW 39.34.040.** Pursuant to RCW 39.34.040, this Agreement shall be filed with the Kitsap County Auditor or, alternatively, listed by subject on the public web site of each party or on other electronically retrievable public source.
16. **No Separate Entity.** It is not contemplated that any property, real or personal, will be acquired by either party separately or jointly as a result of this Agreement. No separate fund shall be or need be established to facilitate performance hereunder, and no legal entity need be created to effectuate the terms hereof.
17. **Cooperation of Parties.** The parties shall strive to cooperate in a reasonable manner with one another fully and at all times so the terms and intent of this Agreement may be fully implemented.

DATED this 11th day of March, 2013

PUBLIC UTILITY DISTRICT #1


President
Board of Commissioners

ATTEST:


Clerk for Board of Commissioners
Secretary

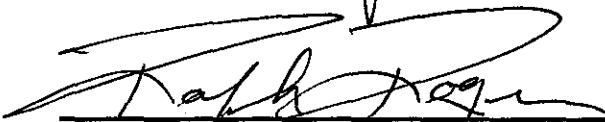
CENTRAL KITSAP FIRE AND RESCUE



DAVE FERGUS
Chairman & Commissioner



BOB MUHLEMAN
Vice Chairman & Commissioner

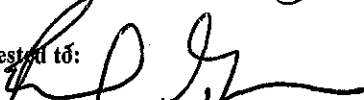


RALPH ROGERS
Commissioner



KEN ERICKSON
Commissioner

Attested to:



RICHARD GROSS
District Secretary



DICK WEST
Commissioner

**INTERLOCAL AGREEMENT BETWEEN PUBLIC UTILITY DISTRICT ONE OF
KITSAP COUNTY (PUD) AND CENTRAL KITSAP FIRE AND RESCUE (CKFR) FOR
IT SERVICES**

EXHIBIT A

Scope of Work

Kitsap PUD will furnish all labor, materials, equipment, tools, supervision and vehicle/travel necessary to complete the following tasks:

1. On site PUD personnel for 2 working days per week (schedule yet to be determined)
2. Routine maintenance of all IT system infrastructure and equipment (as identified and agreed to by both parties)
 - a. Service affecting maintenance performed at night
3. Monitor and maintain the IT Servers (as identified and agreed to by both parties)
4. Monitor and record Internet usage
 - a. Maintain content filter
5. Maintain a system-wide Ticketing Request system for uses beyond IT
6. Regular updates of server and system software
 - a. Anti-virus and other external programs
7. Respond to CKFR staff inquiries and complaints
8. Prepare a monthly report of work completed and work to be done
9. On-call and after-hours response services
 - a. Time handled at \$75/hour per item 14.
10. Emergency response (8 am to 5 pm)
 - a. Support at location of emergency
11. Provide advice and recommendations on capital improvements
12. Repair terminal stations and install replacement equipment as necessary

Additional Service and Costs:

13. Bill handling: As determined by CKFR, PUD will process bills related to the IT system for CKFR for an administrative fee of 5% of each bill.
14. Additional labor time outside the scope will be billed at \$75/hour.
15. Repairs: Under contract, the Kitsap PUD will cover up to \$100 per emergency repair. CKFR will be responsible for any costs above \$100 per emergency repair.

Fee Structure and Schedule

Kitsap PUD proposes a monthly base fee of \$4,368.00 (84 hrs./month at \$52 per hour) to cover items 1-12 in the Scope of Work. This base fee will be adjusted each year based on inflation and services provided.

Additional services (items 13-15) will be billed on a case-by-case basis and will be in addition to the annual base fee.

Kitsap PUD provides overtime pay to its employees, where applicable, so the rate for outside scope of work is \$75 per hour.

If the estimated time under the monthly fee is not adequate to meet CKFR's needs, then the scope of work can be adjusted to include more time, at the \$52 per hour rate.

Kitsap PUD estimated its hourly needs for routine maintenance from past experience, but every system is different and needs change on a month to month basis. External events such as hack attempts, viruses, or software updates are beyond what any company can estimate. To account for this, the PUD will track all hours used on a monthly basis. Any hours unused will roll forward into the following month. At the end of the year, the PUD will present the year's data to CKFR and both parties will work to figure out the hourly needs for the following year together.

Prior to each contract year, Kitsap PUD will meet with CKFR to discuss that year's planned capital improvement project and any service adjustments to the scope of work. Cost estimates will be provided to assist the CKFR's budget process.

Should Kitsap PUD contract to manage CKFR's IT system, the PUD will require a "transition" fee to make any possible adjustments to CKFR's system to bring it up to a robust working standard. This type of work is beyond the typical maintenance required for an IT system, and is a one-time event. Any such work will be proposed and provided to CKFR prior to any work being completed for discussion and approval.