

**WEST SOUND UTILITY DISTRICT  
RESOLUTION 405-12**

**A RESOLUTION OF THE  
WEST SOUND UTILITY DISTRICT BOARD OF COMMISSIONERS  
APPROVING A REVISED INTERLOCAL AGREEMENT  
FOR THE DISTRICT TO PROVIDE INFORMATION TECHNOLOGY  
SERVICES TO THE PORT OF BREMERTON**

**WHEREAS**, West Sound Utility District (WSUD) and the Port of Bremerton (PORT) entered into an information technology support services agreement on January 8, 2006, for WSUD to provide IT services to the Port on a continued basis; and


**WHEREAS**, it is the desire of WSUD and the PORT to have WSUD continue providing such information technology support services and to formalize such service arrangement in the form of a new agreement; NOW, THEREFORE,

**THE BOARD OF COMMISSIONERS OF WEST SOUND UTILITY DISTRICT  
HEREBY RESOLVES:**

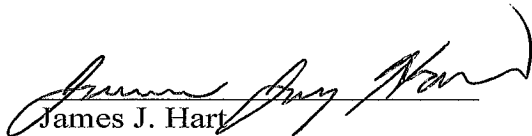
Section 1. West Sound Utility District hereby approves the execution of an Information Technology support services agreement with the Port of Bremerton as set forth in Exhibit "A" attached hereto.

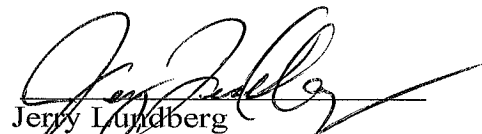
**APPROVED and ADOPTED by the Board of Commissioners of West Sound Utility District** at a regular scheduled meeting on November 19, 2012.

WEST SOUND UTILITY DISTRICT  
Kitsap County, Washington

  
Jeannie Screws  
Chairperson

\_\_\_\_\_  
Susan Way  
Vice Chairperson

  
James J. Hart  
Secretary

  
Jerry Lundberg  
Commissioner

**INTERLOCAL AGREEMENT BETWEEN  
WEST SOUND UTILITY DISTRICT AND PORT OF BREMERTON FOR  
INFORMATION TECHNOLOGY SUPPORT SERVICES**

**This Agreement** is entered on this \_\_\_\_ day of \_\_\_\_\_, 2012, between **WEST SOUND UTILITY DISTRICT**, a Washington municipal corporation, hereinafter referred to as “WSUD”, and the **PORT OF BREMERTON**, a Washington municipal corporation, hereinafter referred to as “PORT”.

**WHEREAS**, Washington State’s Interlocal Cooperation Act, RCW Chapter 39.34, encourages local government units to enter into agreements with one another on a basis of mutual advantage in order to make the most efficient use of their resources for the benefit of their respective constituents; and

**WHEREAS**, WSUD and the PORT entered into an information technology support services agreement on January 8, 2006, and the parties have executed subsequent amendments to that agreement; and

**WHEREAS**, the purpose of this Agreement is to formalize new terms and conditions for WSUD’s continuation of providing information technology support services to the PORT;  
**NOW, THEREFORE**,

**In consideration** of the foregoing recitals, promises and covenants hereinafter set forth, the parties hereto agree as follows:

- 1. Termination of Former Agreement.** The Information Technology Agreement entered into on January 8, 2006, and subsequent amendments to that agreement, are hereby terminated.
- 2. IT Services provided to the PORT.** It is agreed that WSUD shall provide to the PORT information technology support services by providing such necessary work in developing and maintaining the PORT’s IT systems, as described in Exhibit A.
- 3. WSUD’s IT Manager Employment Status.** At all times, WSUD’s IT Manager (Manager) shall provide information technology services to the PORT, and the Manager shall provide such services as an employee of WSUD. Under no circumstances shall the Manager be considered an employee of the PORT.
- 4. Work Priority.** In the past, no issues have arisen regarding the allocation of the Manager's work time between the parties. If such issues should arise in the future, it is agreed that WSUD shall have priority over the PORT for such services, but if any priority issues do arise, WSUD’s General Manager shall resolve such work priority disputes.

5. **Payment for Services.** The Manager shall keep track of all hours spent performing services for the PORT. In doing so, the Manager shall log in the following regarding each specific service provided: date of service; time spent on such service; and notes of services provided. On a monthly basis, WSUD shall bill the PORT for the Manager's time according to the base service rate as set forth in Exhibit "A" of this Agreement.

6. **Payment of Expenses.** The cost of supplies and equipment the Manager uses for the benefit of the PORT shall be paid by the PORT.

7. **Payment Processing.** On a monthly basis, WSUD shall process all payment information and maintain the same in an organized matter concerning the PORT's payment obligation to WSUD for services it provides to the PORT. WSUD shall not charge the PORT a fee of any kind for collecting and maintaining this information or billing the PORT for services.

8. **Termination.** The Manager's services provided to the PORT shall terminate on either of the following two events occurring: termination date of the IT Manager's employment with WSUD; or upon the PORT providing to WSUD ninety (90) day written notice stating its intention to terminate this Agreement and the Manager's services. On the date of termination, the Manager shall promptly return to the PORT all of the PORT's property in the Manager's possession or under his control.

9. **Financial Considerations.** The Interlocal Cooperation Act requires that the parties establish how their joint undertaking pursuant to the Interlocal Cooperation Act shall be financed and what budget(s), if any, will be maintained therefore. In answer to that statutory directive, each party shall be solely responsible for its own costs incurred in carrying out the terms of this Agreement; no joint financial accounts or arrangements shall be established. Also, no joint budget shall be maintained regarding carrying out the terms of this Agreement. Each party shall make adequate provisions in its own agency budget for carrying out all its obligations hereunder.

10. **Complete Agreement.** This Agreement constitutes the full and complete agreement of the parties as to the matters contained herein. No other verbal or prior written understandings shall be provided with any legal effect whatsoever. Any amendments hereto shall be in writing and signed by both parties.

11. **Reasonable Interpretation.** For the reason that both parties hereto have had ample opportunity to provide input for the preparation of this Agreement, it shall not be interpreted in favor of or against either party: it shall be provided with a reasonable interpretation to the end that its terms and intent may be fully and reasonably implemented.

12. **Approval of Parties.** The PORT's governing body duly considered and entered into this Agreement at its regularly scheduled public meeting held on the \_\_\_ day of \_\_\_\_\_, 2012, and authorized the individuals signing this Agreement hereafter to sign the same on its

behalf. WSUD 's governing body duly considered and entered into this Agreement at its regularly scheduled public meeting held on the \_\_\_ day of \_\_\_\_\_, 2012, and authorized the individuals signing this Agreement hereafter to sign the same on its behalf.

**THE PORT OF BREMERTON**

by: \_\_\_\_\_  
Tim Thomson, CEO

Date of Signing: \_\_\_\_\_

**WEST SOUND UTILITY DISTRICT**

by: \_\_\_\_\_  
Michael R. Wilson, General Manager

Date of Signing: \_\_\_\_\_

**EXHIBIT A**  
**DESCRIPTION OF ASSISTANCE AND COSTS**

**DESCRIPTION OF ASSISTANCE:**

**West Sound Utility District (WSUD)** shall provide the following:

- The priority effort is to assist the PORT in developing and maintaining an information technology and network system including both hardware and software.
- The secondary effort would be for WSUD to provide the PORT on-call reaction service.

The first Information Technology priority would be to assist the PORT in maintaining the existing hardware and software systems used by the PORT. Such information would then be used to identify specific hardware and software upgrades that would establish a better level of service for the PORT.

The second IT priority would be for WSUD IT Manager (Manager) to be at the PORT's offices at a specific time each week to address IT issues. The exact timing of this scheduling would be mutually agreed to by both WSUD and the PORT.

The third IT priority would be for the Manager to respond to emergencies. The Manager shall respond to the PORT as soon as possible, if WSUD's work responsibilities do not detain him.

**COSTS:**

WSUD's billing rate for IT support services provided to the PORT shall be as follows:

- For Priorities 1 and 2, the hourly rate shall be \$75 per hour for services provided in 2013 and \$80 per hour for 2014 and 2015.
- For Priority 3, where the IT Manager is called after normal work hours, the hourly rate would be \$110 per hour for services provided in 2013 and \$120 per hour in 2014 and 2015.
- The Port shall be charged for the Manager's travel time and mileage based on the IRS allowance.