

**INTERLOCAL AGREEMENT BETWEEN PUBLIC UTILITY DISTRICT ONE OF
KITSAP COUNTY AND PUBLIC UTILITY DISTRICT ONE OF JEFFERSON COUNTY
FOR COS SURVEY SOFTWARE SUITE PROCUREMENT**

1. **Parties.** THIS INTERLOCAL AGREEMENT (“Agreement”) is entered into by and between Public Utility District No. 1 of Kitsap County (herein after “KPUD”) a municipal corporation organized under the law of the State of Washington and Public Utility District No. 1 of Jefferson County (herein after “JPUD”) a municipal corporation organized under the law of the State of Washington.
2. **Purpose of Agreement.** The purpose of this Agreement is to allow JPUD to procure the COS survey software suite as a “piggy back” on to the KPUD procurement of this software product which will allow JPUD to eliminate a separate RFP process.
3. **Procurement Exception.** JPUD acknowledges this software product is unique and procurement is subject to RCW 39.04.270 which allows all local governments in Washington to use a competitive negotiation process when purchasing telecommunications and electronic data processing equipment or software, instead of traditional competitive bidding..
4. **Indemnification.** Each party to this Agreement shall defend, indemnify and hold the other party, its appointed and elected officers and employees, harmless from claims, actions, injuries, damages, losses or suits including attorney fees, by third parties arising or alleged to have arisen directly or indirectly out of or in consequence of the performance of this Agreement to the extent caused by the fault of negligence of the indemnitor, its appointed or elected officials, employees, officers, agents, assigns, volunteers or representatives.
5. **Jurisdiction and Venue.** This agreement is governed by the laws of the State of Washington. Any dispute shall be resolved by private arbitration. In the event of a dispute, the Parties shall meet and discuss the terms and conditions of a private arbitration. Failing such agreement, they will submit their dispute to the Washington Arbitration and Mediation Service (WAMS) in Seattle and proceed under WAMS rules.
6. **Non-Discrimination.** The parties shall not discriminate in any manner related to 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.
7. **Severability.** If any provision of the Agreement shall be held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to serve the

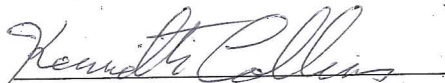
purposes and objectives of all Parties.

8. **Entire Agreement.** This Agreement constitutes the entire agreement between Parties. Any modifications or amendments to this Agreement shall be in writing and shall be signed by each party.
9. **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 the Parties hereto or on other electronically retrievable public source.
10. **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 21st day of February, 2017


PUBLIC UTILITY DISTRICT #1
OF JEFFERSON COUNTY

PUBLIC UTILITY DISTRICT #1
OF KITSAP COUNTY



President

President



Vice President

ATTEST:



Secretary for Board of Commissioners

ATTEST:

Clerk for Board of Commissioners


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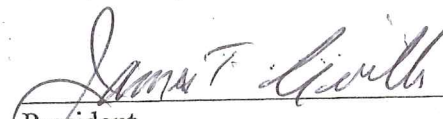
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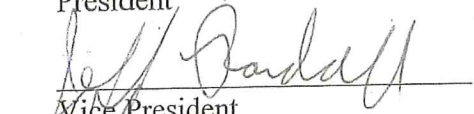
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President



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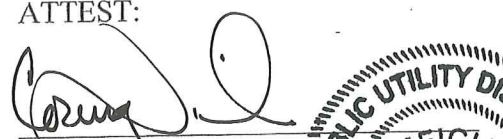
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