



Meeting Date:
Agenda Item No:

Kitsap County Board of Commissioners

Office/Department: Information Services			
Staff Contact: Craig Adams			
Agenda Item Title: KC-493-21 – King County			
Recommended Action: Move that the Board of County Commissioners approve and authorize the Chair to execute the License Agreement with King County for KCDC eCourt EDR interface and corresponding mapping information. KC-493-21 - King County			
Summary:	Kitsap County has entered into a licensing agreement with King County for KCDC eCourt EDR interface and corresponding mapping information. The License Agreement shall commence upon approval by both parties. The contract shall be perpetual unless cancelled by either party.		
Attachments:	<ol style="list-style-type: none"> 1. Contract Review Sheet 2. Licensing Agreement 		
Fiscal Impact for this Specific Action			
Expenditure required for this specific action:	\$0.00		
Related Revenue for this specific action:	\$0.00		
Cost Savings for this specific action:	\$0.00		
Net Fiscal Impact:	\$0.00		
Source of Funds:	NA		
Fiscal Impact for Total Project			
Project Costs:	\$0.00		
Project Costs Savings:	\$0.00		
Project Related Revenue:	\$0.00		
Project Net Total:	\$0.00		
Office/Departmental Review & Coordination			
Office/Department	Elected Official/Department Director		
Information Services	Craig Adams		
Contract Information			
Contract Number	Date Original Contract or Amendment Approved	Amount of Original Contract Amendment	Total Amount of Amended Contract
KC-493-21	Pending	NA	



Kitsap County
CONTRACT REVIEW SHEET
(Chapter 3.56 KCC)

A. CONTRACT INFORMATION (for Contract Signing Authority, see KCC 3.56.075)	
1. Contractor	<u>King County</u>
2. Purpose	<u>Licensing Agreement-KCDC eCourt EDR Interface & Corresponding Mapping Info</u>
3. Contract Amount	<u>\$0.00</u> Disburse <input type="checkbox"/> Receive <input type="checkbox"/>
4. Contract Term	<u>Upon approval by both parties – perpetual unless cancelled by either party</u>
5. Contract Administrator	<u>Joseph Hanson</u> Phone <u>360-337-4663</u>
Approved:	<u>Craig Adams</u> Date <u>7/23/2021</u> <u>Department Director</u>
B. AUDITOR – Accounting Information	
1. Contract Control No.	<u>KC-493-21</u>
2. Fund Name	<u>NA</u>
3. Payment from-Revenue to CC/Account No.	<u>NA</u>
Reviewer	<u>Dave Schureman</u> Date <u>7/22/2021</u>
4. Comments:	
C. AUDITOR – Grant Review <i>Signature only required if grant funded contract</i>	
1. <input type="checkbox"/> Approved <input type="checkbox"/> Not Approved	
Reviewer	<u>NA</u> Date _____
2. Comments:	
D. ADMINISTRATIVE SERVICES DEPARTMENT – Risk Manager Review	
1. <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Not Approved	
Reviewer	<u>Timothy M. Perez</u> Date <u>7/22/2021</u>
2. Comments:	
E. ADMINISTRATIVE SERVICES DEPARTMENT – Budget Manager Review <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	<u>Aimée Campbell</u> Date <u>07/21/2021</u>
2. Comments:	
F. HUMAN RESOURCES – Human Resources Director Review <i>Signature only required if union or employment contract</i>	
1. <input type="checkbox"/> Approved <input type="checkbox"/> Not Approved	
Reviewer	_____ Date _____
2. Comments:	
G. INFORMATION SERVICES – Information Services Director Review <i>Signature only required if technology contract</i>	
1. <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Not Approved	
Reviewer	<u>Craig Adams</u> Date <u>7/23/2021</u>
2. Comments:	
H. PROSECUTING ATTORNEY	
1. <input checked="" type="checkbox"/> Approved as to Form <input type="checkbox"/> Not Approved as to Form	
Reviewer	<u>Kasi Walker</u> Date <u>7/22/2021</u>
2. Comments:	

Date Approved by Authorized Contract Signer:

Date 8-9-21

RETURN SIGNED ORIGINALS TO:

Lee Reyes @ MS- 7



LICENSE AGREEMENT

KCDC eCourt EDR interface and corresponding mapping information

This License Agreement ("Agreement") is made and entered into by and between Kitsap County, Washington ("Licensee") and King County, Washington ("County").

Whereas, County has developed and owns "KCDC eCourt EDR interface and corresponding mapping information" (now hereafter "Interface Information") for its own internal purposes and use; and

Whereas, Licensee agrees not to copy or publish the content from the Interface Information without the County's advance written permission; and

Whereas, County is willing to license the Interface Information to Licensee under the terms and conditions of this Agreement; and

Now, therefore, in consideration of the mutual promises herein, the parties hereby agree as follows:

1) Definitions.

a) "Confidential Information" is any information or details, directly or indirectly, related to the Interface Information. Notwithstanding the foregoing, Confidential Information shall not include: (i) any information generally known to the public; and (ii) any information Licensee can demonstrate was independently developed by Licensee without the use of the County's Confidential Information.

b) "Modification" shall mean any: (i) revision, change, addition, modification or enhancement of the Interface Information, including any part thereof, made by Licensee; and (ii) computer program, work of authorship, know-how, or other intellectual property right developed by Licensee or at its direction which relates to the Interface Information and which either includes any Confidential Information of the County, or was developed using such information.

c) "Interface Information" shall mean the KCDC eCourt EDR interface and corresponding mapping information, all Modifications, any part of the Interface Information, and all copies of the Interface Information.

2) License. Subject to the terms and conditions of this Agreement, the County grants to Licensee a revocable, term-limited, non-transferable, non-exclusive license to use the Interface Information for its own internal purposes only. Licensee may make Modifications to maintain, support and enhance the Interface Information for the purposes permitted in this Agreement. Licensee shall not: (i) permit any third party (such as Journal Technologies, Inc.) to use the Interface Information; or (ii) license, disclose, sell, rent or otherwise distribute or transfer the Interface Information to any third party. Licensee may make such copies of the Interface Information as are necessary for its use and consistent with its obligation to maintain the security and confidentiality of the Interface Information. Subject only to the specific license granted in this Agreement, all rights, title and interest to the Interface Information are reserved by, and belong to the County.

This License Agreement for the Interface Information does not license any of the underlying Interface Information or equipment which may be required to operate the Interface Information. Acquisition of the underlying Interface Information or equipment is the sole responsibility of the Licensee.

3) Security and Confidentiality.

a) Licensee shall not disclose the Confidential Information of the County to any third party (such as Journal Technologies, Inc.), or allow any third party to use such information. Licensee shall allow its own employees access to such information only on a

need-to-know basis, and then only after first informing them of the confidential nature of such information. Licensee shall take all security measures necessary to prevent the disclosure or use of the Interface Information in a manner not permitted by this Agreement. Licensee shall immediately notify the County in writing upon becoming aware of any unauthorized use or disclosure of any Confidential Information of the County.

b) Licensee shall not remove, obscure or alter any notice of copyright, patent, trade secret, trademark or other proprietary right appearing in or on the Interface Information, and shall ensure that each copy of the Interface Information made by Licensee includes such notices.

c) Licensee acknowledges and agrees that any breach of this Section 3 may cause irreparable harm to the County, and that the County may not be fully or adequately compensated by recovery of monetary damages. Accordingly, the County shall be entitled to injunctive relief from a court of competent jurisdiction for any breach or threatened breach of this Section, in addition to any other remedy available at law or equity.

4) **INTERFACE INFORMATION "AS IS"; EXCLUSION OF ALL WARRANTIES. THE INTERFACE INFORMATION IS PROVIDED "AS IS" WITHOUT ANY WARRANTIES, SUPPORT, OR UPDATES OR REPRESENTATIONS WHATSOEVER. LICENSEE ACKNOWLEDGES THAT IT IS NOT RELYING ON ANY WARRANTIES OR REPRESENTATIONS MADE BY THE COUNTY IN ENTERING INTO THIS**

AGREEMENT. ALL
 WARRANTIES AND
 REPRESENTATIONS,
 WHETHER EXPRESS OR
 IMPLIED, INCLUDING
 WITHOUT LIMITATION THE
 CONDITION, QUALITY,
 FUNCTIONALITY, OR
 PERFORMANCE OR
 FREEDOM FROM ERROR OF
 THE INTERFACE
 INFORMATION, ITS
 MERCHANTABILITY, AND
 ITS FITNESS FOR ANY
 PARTICULAR PURPOSE ARE
 EXPRESSLY EXCLUDED AND
 DISCLAIMED.

- 5) LIMITATION OF LIABILITY. Licensee acknowledges and agrees that Interface Information provided under this agreement is provided on an "AS IS" basis. All liability, claims, loss or damage arising out of the Interface Information provided is at the sole risk of the Licensee.
- 6) Indemnification. Licensee shall indemnify, defend and hold harmless the County, its officials, employees, agents and assigns from and against any claim arising from Licensee's use of the Interface Information.
- 7) Delivery. The County shall have no obligation to provide or perform any other services or deliver any other information or item whatsoever.
- 8) Term and Termination. The term of this License Agreement is in perpetuity unless the County terminates the License Agreement. Without limiting the generality of any other Section in this Agreement, or any remedy available at law or equity, the County may, at its option, terminate Licensee's license and this Agreement immediately by notice in writing to Licensee if:
- i) the Licensee is in material breach of any provision of this Agreement, and such breach is not remedied within thirty (30) days of written notice by the County.

Upon termination of this Agreement, Licensee shall immediately cease using the Interface Information, and certify in writing to the County that all Interface

Information is no longer being used. After one year of the termination date, Licensee shall return or destroy the Interface Information.

- 9) Assignment. Licensee shall have no right to assign, transfer or sublicense the Interface Information (including any part thereof), whether voluntarily or by operation of law or otherwise. Any purported or attempted assignment, transfer or sublicense shall be null and void and constitute a material breach of this Agreement.
- 10) Miscellaneous.
 - a) Severability. In the event that any term of this Agreement is invalid, becomes invalid during the term of this Agreement, or is declared invalid or void by any court or tribunal of competent jurisdiction, such invalid term or terms shall be void and of no affect and are deemed severed from this Agreement. All of the remaining terms of this Agreement shall remain in full force and effect.
 - b) Notices. All notices and demands hereunder shall be in writing and shall be served by personal service, certified or registered mail, return receipt requested, or by nationally recognized private express courier, at the address of the receiving party set forth below (or such different address as may be designated by such party by written notice to the other party), and shall be deemed complete upon receipt.

If to LICENSEE:

Kitsap County
 Craig Adams, Director
 Department of Information Services
 614 Division Street, MS-21
 Port Orchard, WA 98366

If to County:

Attention to the Preceding Judge
 King County Courthouse
 516 Third Avenue, Room W-1034
 Seattle, WA 98104

- c) Relationship of the Parties. Each party is acting as an

independent contractor and not as an agent, partner or joint venturer within the other party for any purpose. Neither party shall have the right, power or authority to act or to create any obligation, express or implied, on behalf of the other.

- d) Entire Agreement. The terms and conditions of this Agreement constitute the entire agreement between the parties with respect to any matter addressed herein, and this Agreement supersedes all prior or contemporaneous discussions, presentations or proposals, written or oral.
- e) Governing Law and Jurisdiction. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Washington. The federal and state courts within King County, Washington shall have exclusive jurisdiction to adjudicate any dispute arising out of this Agreement. Each party hereto expressly consents to personal jurisdiction and venue in such courts.

In witness whereof, the authorized representatives of LICENSEE and the County have executed and delivered this Agreement effective as of the later of the dates indicated below.

KITSAP COUNTY, WASHINGTON

By: _____

Title: _____

Date: _____

KING COUNTY, WASHINGTON

By: _____

Title: _____

Date: _____

AGREEMENT. ALL WARRANTIES AND REPRESENTATIONS, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE CONDITION, QUALITY, FUNCTIONALITY, PERFORMANCE OR FREEDOM FROM ERROR OF THE INTERFACE INFORMATION, ITS MERCHANTABILITY, AND ITS FITNESS FOR ANY PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED.

5) LIMITATION OF LIABILITY.

Licensee acknowledges and agrees that Interface Information provided under this agreement is provided on an "AS IS" basis. All liability, claims, loss or damage arising out of the Interface Information provided is at the sole risk of the Licensee.

6) Indemnification. Licensee shall indemnify, defend and hold harmless the County, its officials, employees, agents and assigns from and against any claim arising from Licensee's use of the Interface Information.

7) Delivery. The County shall have no obligation to provide or perform any other services or deliver any other information or item whatsoever.

8) Term and Termination. The term of this License Agreement is in perpetuity unless the County terminates the License Agreement. Without limiting the generality of any other Section in this Agreement, or any remedy available at law or equity, the County may, at its option, terminate Licensee's license and this Agreement immediately by notice in writing to Licensee if:

- i) the Licensee is in material breach of any provision of this Agreement, and such breach is not remedied within thirty (30) days of written notice by the County.

Upon termination of this Agreement, Licensee shall immediately cease using the Interface Information, and certify in writing to the County that all Interface

Information is no longer being used. After one year of the termination date, Licensee shall return or destroy the Interface Information.

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10) Miscellaneous.

a) Severability. In the event that any term of this Agreement is invalid, becomes invalid during the term of this Agreement, or is declared invalid or void by any court or tribunal of competent jurisdiction, such invalid term or terms shall be void and of no affect and are deemed severed from this Agreement. All of the remaining terms of this Agreement shall remain in full force and effect.

b) Notices. All notices and demands hereunder shall be in writing and shall be served by personal service, certified or registered mail, return receipt requested, or by nationally recognized private express courier, at the address of the receiving party set forth below (or such different address as may be designated by such party by written notice to the other party), and shall be deemed complete upon receipt.

If to LICENSEE:

Kitsap County
Craig Adams, Director
Department of Information Services
614 Division Street, MS-21
Port Orchard, WA 98366

If to County:

Attention to the Preceding Judge
King County Courthouse
516 Third Avenue, Room W-1034
Seattle, WA 98104

c) Relationship of the Parties.
Each party is acting as an

independent contractor and not as an agent, partner or joint venturer within the other party for any purpose. Neither party shall have the right, power or authority to act or to create any obligation, express or implied, on behalf of the other.

d) Entire Agreement. The terms and conditions of this Agreement constitute the entire agreement between the parties with respect to any matter addressed herein, and this Agreement supersedes all prior or contemporaneous discussions, presentations or proposals, written or oral.

e) Governing Law and Jurisdiction.

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Washington. The federal and state courts within King County, Washington shall have exclusive jurisdiction to adjudicate any dispute arising out of this Agreement. Each party hereto expressly consents to personal jurisdiction and venue in such courts.

In witness whereof, the authorized representatives of LICENSEE and the County have executed and delivered this Agreement effective as of the later of the dates indicated below.

KITSAP COUNTY, WASHINGTON

By: Robert Gelder

Title: Chair Kitsap County Board of Commissioners

Date: August 9, 2021

KING COUNTY, WASHINGTON

By: M. Mahoney

Title: Chief Presiding Judge

Date: 8/30/21