

**AGREEMENT BETWEEN KITTITAS COUNTY AND KITTCOM
FOR AND INFORMATION TECHNOLOGY (IT) SERVICES**

This Agreement is made by and between Kittitas County, Washington, a political subdivision of the State of Washington (the "County"), and KITTCOM, a Washington municipal corporation ("KITTCOM").

WHEREAS, the County is a municipal corporation organized and existing under the Washington State Constitution and the laws of the State of Washington, and particularly those set forth at RCW Title 36;

WHEREAS, KITTCOM is a multi-jurisdictional public safety answering point services provider jointly and cooperatively created and administered by various public agencies in Kittitas County under the authority of an Interlocal Cooperative Agreement executed pursuant to RCW Chapter 39.34; and

WHEREAS, the County and KITTCOM wish to arrange for Kittitas County to provide Information Technology (IT) support to KITTCOM;

WHEREAS, County has agreed to IT support under the terms and conditions of this Agreement;

WHEREAS, the County's Board of County Commissioners authorized the execution of this Agreement by action taken at a regular meeting;

WHEREAS, KITTCOM's Administrative Board authorized the execution of this Agreement by action taken at a regular meeting; and

NOW, THEREFORE, in consideration of the premises and promises, terms and conditions set forth below, it is hereby agreed as follows:

**ARTICLE I
PURPOSE**

1.01 **Purpose.** The purpose of this Agreement is to set forth the terms and conditions under which County will provide Information Technology (IT) services for KITTCOM.

**ARTICLE II
SERVICES BY THE COUNTY**

2.01 **Services by County.** Kittitas County shall provide KITTCOM with the services described in Appendix A attached of this Agreement, which by this reference is hereby incorporated into and made part of this Agreement.

2.02 **Availability of Services.** Kittitas County shall make a reasonable effort to assure the availability of its IT staff member(s) for assistance to KITTCOM. KITTCOM recognizes that from time to time, County's internal priorities may delay KITTCOM's access to County's services under this Agreement.

2.03 **Travel Included.** County agrees the cost of travel necessary to fulfill this Agreement are included in County's compensation under this Agreement. Other supplies or materials needed will be provided by KITTCOM if possible. If County elects to provide incidental supplies or materials, County may invoice KITTCOM for actual costs for said supplies provided or materials by County.

ARTICLE III ADMINISTRATION

3.01 **Administrator.** The County's Director of Computer Services shall be responsible for the administration of this Agreement for County. The Director of KITTCOM shall administer this agreement for KITTCOM.

ARTICLE IV DURATION, RENEWAL AND TERMINATION OF AGREEMENT

5.01 **Duration and Renewal.** This Agreement shall be effective when executed by both parties and shall continue through December 31, 2009. Thereafter, this Agreement shall automatically renew annually on January 1st unless terminated by either party by written notice to the other party served not less than thirty (30) days prior to the annual termination date.

ARTICLE V COMPENSATION TO COUNTY

6.01 **Compensation to County.** County agrees to provide the services specified in Appendix A for Thirty Five Dollars and Ten Cents (\$35.10) per hour.

6.02 **Invoices.** County shall invoice KITTCOM monthly for services rendered the previous month, if any.

6.02 **Payment to County.** KITTCOM shall pay the amount invoiced and due within thirty (30) days after billing.

ARTICLE VI INDEMNITY

7.01 **Claims.** To the extent of its comparative liability, each party shall indemnify, defend and hold the other party, its departments, elected and appointed officials, employees, and agents, harmless from and against any and all claims, damages, losses and expenses, including attorney's fees, for any bodily injury, sickness, disease,

or death, or any damage to or destruction of property, including the loss of use resulting therefrom, which are alleged or proven to be caused in whole or in part by a negligent act or omission of its officers, directors, and employees. This indemnification obligation shall not apply in the limited circumstance where the claim, damage, loss and/or expense is caused by the sole negligence of either party.

ARTICLE VII PERFORMANCE OF AGREEMENT

8.01 Compliance with All Laws. Each party shall comply with all federal, state and local laws, rules, regulations and ordinances applicable to the performance of this Agreement, including without limitation all those pertaining to wages and hours, confidentiality, disabilities and discrimination.

8.02 Maintenance and Audit of Records. Each party shall maintain books, records, documents and other materials relevant to its performance under this Agreement. These records shall be subject to inspection, review and audit by either party or its designee, and the Washington State Auditor's Office. Each party shall retain all such books, records, documents and other materials for the applicable retention period under federal and Washington law.

8.03 On-Site Inspections. Either party or its designee may evaluate the performance of this Agreement through on-site inspection to determine whether performance is in compliance with the standards set forth in this Agreement, and in compliance with federal, state and local laws, rules, regulations and ordinances.

8.04 Improper Influence. Each party agrees, warrants and represents that it did not and will not employ, retain or contract with any person or entity on a contingent compensation basis for the purpose of seeking, obtaining, maintaining or extending this Agreement. Each party agrees, warrants and represents that no gratuity whatsoever has been or will be offered or conferred with a view towards obtaining, maintaining or extending this Agreement.

8.05 Conflict of Interest. The elected and appointed officials and employees of the parties shall not have any personal interest, direct or indirect, which gives rise to a conflict of interest.

ARTICLE XII DISPUTES

9.01 Time. Time is of the essence of this Agreement.

9.02 Waiver Limited. A waiver of any term or condition of this Agreement must be in writing and signed by the waiving party. Any waiver of a term or condition of this Agreement shall apply only to the specific act, occurrence or omission and shall not

constitute a waiver as to any other term or condition or future act, occurrence or omission.

9.03 **Attorney's Fees.** If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, each party shall pay its own attorney's fees incurred in that action, arbitration or proceeding.

9.04 **Governing Law and Venue.** This Agreement shall be governed exclusively by the laws of the State of Washington. The Kittitas County Superior Court shall be the sole proper venue for any and all suits brought to enforce or interpret the provisions of this Agreement.

ARTICLE IX GENERAL PROVISIONS

10.01 **Assignment.** Neither party may assign its rights or delegate its duties under this Agreement, whether by assignment, further, subcontract or other means. Any such attempted assignment or delegation shall be void and shall constitute a material breach of this Agreement.

10.02 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties. There are no understandings or agreements between parties other than those set forth in this Agreement. No other statement, representation or promise has been made to induce either party to enter into this Agreement.

10.03 **Modification.** This Agreement may not be amended, supplemented or otherwise modified unless expressly set forth in a written agreement signed by the parties and adopted by resolution of each party's legislative authority.

10.04 **Invalid Provisions.** The invalidity or unenforceability of any particular term or provision of this Agreement shall not affect the validity or enforceability of any other term or provision and, to the greatest extent possible, this Agreement shall be construed in all respects as if such invalid or unenforceable term or provision was intentionally omitted.

10.05 **Filing.** Pursuant to RCW 39.34.040, this Agreement shall be filed by KITTCOM with the Kittitas County Auditor prior to its entry into force. This Agreement shall also be filed with the KITTCOM Administrative Board Secretary.

Adopted this 16th day of October 2007

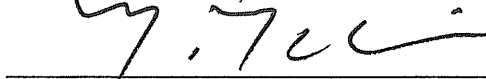
KITTITAS COUNTY, WASHINGTON
BOARD OF COUNTY COMMISSIONERS

ABSENT


Alan A. Crankovich, Chair




David B. Bowen, Vice Chair



Mark McClain, Commissioner



Julie Kjorsvik, Clerk of the Board

APPROVED AS TO FORM:

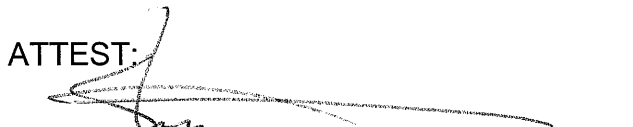

Gregory L. Zempel, Prosecuting Attorney

Adopted this 13th day of September, 2007

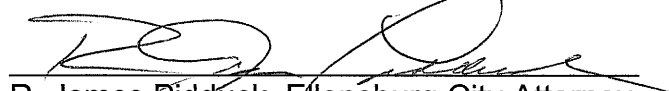
KITTCOM


Theodore A. Barkley, Chairman
KITTCOM Administrative Board

ATTEST:


Steven N. Reinke
Administrative Board Secretary

APPROVED AS TO FORM:


R. James Pidduck, Ellensburg City Attorney

Appendix A – Scope of Work for Information Technology Services

With guidance from KITTCOM's staff with regard to the specifics of work, County shall assist KITTCOM's staff with, but not limited to the following:

- Network administration and configuration
- Support for personal computers including related hardware and software.
- Support for server and computer application installation and maintenance.