

**INTERAGENCY AGREEMENT
BETWEEN THE STATE OF WASHINGTON
DEPARTMENT OF COMMUNITY, TRADE AND ECONOMIC DEVELOPMENT
AND
KITTTAS COUNTY**

THIS AGREEMENT is made and entered into by and between the DEPARTMENT OF COMMUNITY, TRADE AND ECONOMIC DEVELOPMENT, hereinafter referred to as "CTED," and Kittitas County hereinafter referred to as the CONTRACTOR.

IT IS THE PURPOSE OF THIS AGREEMENT to provide reimbursement for the cost of completing the inventory of services and resources available to offenders in Kittitas County.

THEREFORE, IT IS MUTALLY AGREED THAT:

STATEMENT OF WORK

Kittitas County shall furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all thing necessary for or incidental to the performance of the work described as submitting a county(ies) inventory that meets the requirements of section 102 of Senate Bill ESSB 6157, including the completion of an electronic or paper version of the inventory form provided by CTED.

PERIOD OF PERFORMANCE

Subject to its other provision, the period of performance of the Agreement shall commence on September 1, 2007, and be completed on January 1, 2008.

PAYMENT

Compensation for the work provided in accordance with the Agreement has been established under the terms of RCW 39.34.130. The parties have determined that the cost of accomplishing the work herein will not exceed sixteen hundred dollars (\$1600). Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount. Compensation for services(s) shall be based upon receipt of a satisfactorily completed survey of the services and resource for offenders in Kittitas County.

BILLING PROCEDURE

The CONTRACTOR shall submit a properly completed invoice to Daniel E. Davis, Project Manager for CTED. Payment to Kittitas County for approved and completed work will be made by warrant or account transfer by CTED within 30 days of receipt of the invoice. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the state fiscal year (June 30, 2008), whichever is earlier.

CONTRACT MANAGEMENT

The project manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The Project Manager for CTED is:

Daniel E. Davis, Managing Director
Safe and Drug Free Communities Unit
Community, Trade and Economic Development
PO Box 42525
Olympia Washington 98504-2525

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The Project Manager for Kittitas County is:

Mr. Mark McClain
Kittitas County
205 W 5th Ave
Ellensburg Washington 98926

DISPUTES

Disputes arising under this Agreement shall be resolved by a panel consisting of one representative from Kittitas County, one representative from CTED, and a mutually agreed upon third party. The dispute panel shall thereafter decide the dispute with the majority prevailing.

TERMINATION

Either party may terminate this Agreement upon thirty (30) days written notice to the other party. In the event of termination of this Agreement, the terminating party shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

AGREEMENT CHANGES, MODIFICATIONS AND AMENDMENTS

The Agreement may be changed, modified, or amended by written agreement executed by both parties.

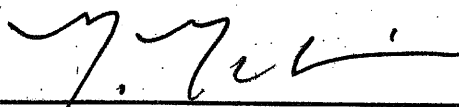
EXECUTION

We, the undersigned, agree to the terms of the foregoing Agreement.

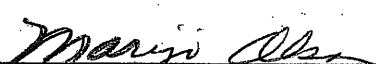
IN WITNESS WHEREOF, the Parties have executed this Agreement.

KITTITAS COUNTY

DEPARTMENT OF COMMUNITY, TRADE AND
ECONOMIC DEVELOPMENT



Signature



Marijo Olson, Acting Assistant Director
Local Government Division

Commissioner Dist. 3

Title (date) *12/6/07*

12/31/07

Date

APPROVED AS TO FORM:
WA STATE ATTORNEY GENERAL'S OFFICE