

**INTERLOCAL COOPERATIVE AGREEMENT
BETWEEN KITTITAS COUNTY HUMAN RESOURCE DEPARTMENT AND
HOUSING AUTHORITY OF KITTITAS COUNTY FOR THE PRODUCTION OF
EMPLOYEE IDENTIFICATION CARDS**

THIS AGREEMENT is made and entered into by and between Kittitas County, through the Kittitas County Human Resource Department (HR), and Housing Authority of Kittitas County (HAKC) pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT.

**ARTICLE I
PURPOSE**

1.01 PURPOSE. The purpose of this agreement is to utilize the services and equipment maintained by KCHR, specifically equipment, materials, and personnel associated with the production of employee identification cards for the development, creation, production, re-production, and replacement of employee identification cards for HAKC's employees.

It is also the purpose of this agreement to establish the terms and conditions of payment by HAKC to KCHR for such services and deliverables.

**ARTICLE II
RESPONSIBILITIES OF KCHR**

2.01 Under the terms of this agreement, KCHR agrees to provide the following services:

- A. To work with the entity on design, layout, and functionality of HAKC's employee identification cards, within the parameters and scope of the existing capabilities of KCHR, absent a clear agreement reached between the parties as to the cost allocation of differing equipment or materials agreed to that are beyond the current existing KCHR program;
- B. Upon completion of the design phase, to maintain the design and consistency of the HAKC's employee identification cards, and not to change same absent the express written directions of the HAKC;

- C. To produce at the request of HAKC employee identification cards for authorized employees. KCHR shall have one point of contact (may be more than one person, but must be one authority) for authorization for the production of employee identification cards, and in no event shall individual employees contact KCHR to request the production, reproduction, or replacement of an employee identification card - all such requests must come from the point of contact identified by HAKC;
- D. To keep an accurate log of employee identification cards made for HAKC, including a designation of those that are original employee identification card, replacement identification card, or upon new design approval and implementation, information as to the number of new cards issued as reproductions or to commence a new log sequence; and
- E. To provide a billing statement of the services performed and materials used, which will be calculated on a flat fee per card basis, not including initial design work, which will entail a separate design fee, dependent upon time required to be spent working to reach an agreement on a design for the employee identification cards for HAKC.

ARTICLE III RESPONSIBILITIES OF HAKC

- 3.01 HAKC shall consult with and work with KCHR to design the employee identification card within the parameters of the existing KCHR employee identification card system. Should the HAKC desire a card design that is not currently within the specifications of the existing KCHR employee identification card system, a clear agreement must be reached between the parties as to the cost allocation of differing equipment or materials; and
- 3.02 HAKC shall be solely responsible for appointing the appropriate authority to communicate with the KCHR on all facets of program administration, including identification of person or persons with design authority, card authorization authority, replacement authority, re-design authority, and payment authority. HAKC shall have sole authority for the provision of names and proper spelling to KCHR, and KCHR shall not be responsible for determining who should or should not be issued an employee identification card, or for incorrect spelling of names,

except to the extent that provided the correct spelling and an error took place after receipt by KCHR.

ARTICLE IV DURATION AND RENEWAL OF AGREEMENT

- 4.01 **DURATION AND RENEWAL.** This Agreement shall be effective when executed by both parties and shall continue for the calendar year 2009, ending December 31st, 2009. Both parties can annually review this agreement for renewal for the following year. Compensation for services and materials are subject to adjustment on an annual basis, as necessary, and by agreement of the parties as evidenced by the execution of a new agreement.

ARTICLE V COMPENSATION TO KCHR

- 5.01 **INITIAL ORDER:** HAKC shall pay a design fee for the original employee identification card set-up in the amount of \$0 prior to work beginning. If the design is complicated or requires extensive modifications, additional fees will be allocated on an hourly basis at a rate of \$10 per hour. HAKC shall provide a logo in electronic format if one is desired. KCHR will not create a logo for the agency or group. Following completion of the design phase, HAKC shall provide an accurate employee list to KCHR for creation of the initial batch of employee cards. Prior to the production, one card will be printed, and the appointed authority from HAKC shall sign a photo copy of the printed card acknowledging approval of layout and content. At that time, HAKC shall pay ½ of the total anticipated costs for production, with the remainder due upon completion of the entire order of employee cards (see FEES below).
- 5.02 **REPRINTS/ADDITIONAL CARDS:** If HAKC should need replacement cards due to loss or damage, or new cards for additional staff, the request must be made in writing. The same per-card cost will apply (see FEES below) and payment will be due upon receipt. If HAKC should request re-design of their existing card format, a re-design fee of \$10 will be charged accordingly. If the design is complicated or requires extensive modifications, additional fees will be allocated on an hourly basis at a rate of \$10 per hour. The same per-card fee will apply.

Simple changes such as an update to the agency phone or address will not be subject to a re-design fee; however printing new cards will be at the same per-card rate.

5.03 FEES:

- A. Design or Re-design: \$10
- B. Complicated Design or Multiple Modifications: \$10 per hour in addition to the initial design/re-design fee
- C. Per-Card Fee (non-prox): \$5

Any fees associated with reprints due to errors or omissions made by HAKC, will be the responsibility of HAKC.

ARTICLE VI PERFORMANCE OF AGREEMENT

The KCHR and HAKC hereby jointly agree to the following:

- 6.01 **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.
- 6.02 **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 subjected 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.
- 6.03 **TREATMENT OF ASSETS AND PROPERTY.** No fixed assets or personal or real property will be jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement.

- 6.04 **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.
- 6.05 **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 VII INDEMNIFICATION

- 7.01 **INDEMNIFICATION.** Each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of their officials, officers, agents, or employees to the fullest extent required by law, and further agrees to save, indemnify, defend, and hold the other party harmless from any such liability. It is further provided that no liability shall attach to the parties by reason of entering into this contract except as expressly provided herein.

ARTICLE VIII DISPUTES

- 8.01 **TIME.** Time is of the essence of this Agreement
- 8.02 **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.
- 8.03 **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.

ARTICLE IX

TERMINATION

9.01 **TERMINATION.** Any party hereto may terminate this Agreement upon thirty (30) days notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the party's last known address for the purposes of giving notice under this paragraph. If this Agreement is so terminated, the parties 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. This agreement shall be considered terminated as of December 31st, 2009, regardless of the intentions of the parties and without regard to the need for notice of termination. Continued participation by the parties will be evidenced by entry into a new agreement for the next year of operations of the respective entities.

ARTICLE X GENERAL PROVISIONS

10.01 **CHANGES, MODIFICATIONS, AMENDMENTS AND WAIVERS.** This agreement can be reviewed and mutually amended in writing as needed by the board members of the participating parties. 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. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.

10.02 **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.

10.03 **SEVERABILITY.** In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.

10.04 **ENTIRE AGREEMENT.** This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject

matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

10.05 FILING. Pursuant to RCW 39.34.040, This Agreement shall be filed with the Kittitas County Auditor or, alternatively, posted on the County's website.

IN WITNESS WHEREOF, the parties have executed this Agreement this 3rd day of November, 2009.

[Signature]
Name of representative of entity

Date: 10/22/2009

[Signature]
Chairperson
Kittitas County Board of Commissioners

Date: 11/3/09



ATTEST:
[Signature]
Julie Kjosvick, Clerk of the Board

APPROVED AS TO FORM:

[Signature] 11/25
Prosecuting Attorney

INTERLOCAL AGREEMENT BETWEEN
KITTITAS COUNTY HUMAN RESOURCES
DEPARTMENT AND THE ENTITY NAMED HEREIN FOR
PRODUCTION OF EMPLOYEE IDENTIFICATION
CARDS