

**INTERLOCAL AGREEMENT BETWEEN
KITTITAS COUNTY AND THE CITY OF CLE ELUM FOR
INFORMATION TECHNOLOGY SERVICES**

This agreement is made and entered into by and between Kittitas County a municipal corporation of the State of Washington (hereinafter "County") and the City of Cle Elum a municipal corporation of the State of Washington (hereinafter "City").

WHEREAS, Chapter 39.34 RCW, the Interlocal Cooperation Act, allows local governmental units to enter into agreements that provide for the efficient use of their powers and to cooperate with each other in providing services; and

WHEREAS, The City needs additional technical support and services related to information technology systems and the County has the institutional capacity and the employees with the technical and professional expertise to provide such support and services; and

WHEREAS, The County and the City find it desirable and in each other's best interest to enter into this agreement;

NOW, THEREFORE, The County and the City agree as follows:

1. PURPOSE

The purpose of this Agreement is to authorize the County to provide technical support services to the City.

2. SCOPE OF WORK

The County agrees to provide the City with information technology system support services pertaining to their network, computers, hardware and software, electronic mail servers, internet connectivity, and other items of a similar nature.

The County is not obligated to perform services until the County accepts a service request from the City. The County is free to accept or reject any such service requests from the City.

As part of this Agreement the County will not provide or supply any equipment or software, but may make recommendations to the City regarding purchases of such items.

3. DURATION

This Agreement shall be effective on the date of the last party's signature to this Agreement and continue through December 31, 2014. This Agreement shall automatically renew for one-year

periods thereafter unless either the County or the City provide notice of termination as described herein.

4. TERMINATION

This Agreement may be terminated with or without cause by either party. Notice of termination must be provided in writing and delivered by regular mail to the contact person identified herein, provided that termination shall become effective sixty (60) calendar days after receipt of such notice. Notice will be presumed received 3 working days after the notice is posted in the mail.

In the event of termination of this Agreement, the City shall compensate the County for any services that were provided pursuant to this Agreement prior to the County receiving notice of termination.

5. MAILING ADDRESSES

All notices, reports, and correspondence to the respective parties of this Agreement shall be sent to the following:

Kittitas County	Information Technology Jim Goeben, Director 205 W 5 th AVE STE 13 Ellensburg WA 98926
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City of Cle Elum	Charles Glondo, Mayor 119 W First Street Cle Elum, WA 98926
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6. PAYMENT FOR SERVICES

The City agrees to pay the County on a cost for service basis at the hourly rate of \$60.00, calculated in increments of one quarter of an hour (i.e. 15 minute increments), with a minimum charge for service at \$30.00.

If it is necessary for a County employee to travel by motor vehicle to Cle Elum in order to provide services under this Agreement, the City shall reimburse the County in the amount of \$0.55 per mile. If it is necessary for a County employee to drive to a location other than the City for the purposes of this Agreement, the County shall first obtain permission from the City prior to incurring any travel cost.

7. ADMINISTRATION OF AGREEMENT

There shall be no separate legal entity created by this Agreement. This Agreement shall be administered jointly by the County's Director of Information Technology or designee and by the City's Mayor or designee.

8. BILLING AND PAYMENT

The County agrees to provide the City on or before the tenth (10th) of each month with an itemized bill listing all services provided for the previous month. The City agrees to make payment to the County within twenty (20) calendar days of receipt of such itemized bill.

9. CONFIDENTIALITY

The County acknowledges that its employees may have access to sensitive and confidential materials. The County employees shall not disclose to a third-party any information accessed, downloaded, obtained, reviewed etc., as part of providing the services under this Agreement without the written permission of the City, by court order, or if such disclosure is required pursuant to the Public Records Act (Chapter 42.56 RCW).

10. DISPUTE BETWEEN THE COUNTY AND THE CITY

In the event that a dispute arises under this Agreement, it shall be determined by a majority vote of a three-member Dispute Resolution Board comprised of one representative chosen by each of the parties hereto and a third chosen by the two selected by the parties. If said determination is not acceptable to the parties, the parties are entitled to utilize whatever remedies to which they may be entitled at law or in equity.

11. INSURANCE

Each party to this Agreement has insurance coverage either through Washington Cities Insurance Authority ("WCIA") or self-insurance. In the event either party ends its coverage with WCIA or self-insurance, such party agrees to maintain an insurance policy, without any lapse in coverage, that has minimum liability limits of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate for its liability exposures, including comprehensive general liability, errors and omissions, and auto liability. Each party agrees to provide the other party with evidence of insurance coverage, in the form of a certificate of insurance from a solvent insurance provider, if such party chooses not to maintain insurance coverage through WCIA or self-insurance.

The City shall specifically include the County as an "Additional Insured" and shall not reduce or cancel WCIA coverage without thirty (30) days written prior notice to the County. WCIA insurance coverage shall be primary insurance with respect to the County, its officers, officials, employees and volunteers. Any self-insurance maintained by the County, its officers, officials, employees or shall be excess of the City's insurance and shall not contribute to it.

12. FORCE MAJEURE

Neither party will be liable to the other for any failure or delay in performance under this Agreement due to circumstances beyond its reasonable control, including acts of nature, acts of

war, accident, labor disruption, acts, omissions or defaults of third parties, and official, governmental or judicial action not the fault of the party failing or delaying in performance.

13. HOLD HARMLESS AND INDEMNIFICATION

Each Party shall hold harmless, and indemnify the other Party and its directors, officers, employees, agents and representatives against any and all loss, liability, damage, or expense, including any direct, indirect or consequential loss, liability, damage, or expense, but not including attorneys' fees unless awarded by a court of competent jurisdiction, for injury or death to persons, including employees of either Party, and damage to property, including property of either Party, arising out of or in connection with intentional, willful, wanton, reckless or negligent conduct. However, neither Party shall be indemnified hereunder for any loss, liability, damage, or expense resulting from its sole negligence or willful misconduct.

The waivers in this section have been mutually negotiated by the parties and this entire section shall survive the expiration or termination of this Agreement.

14. WARRANTY

The County warrants and represents that the services provided shall be performed in a good, workmanlike and professional manner in accordance with industry standards and practices. Except as expressly stated herein, there are no express or implied warranties, including but not limited the implied warranties of merchantability and fitness for a particular purpose respecting this agreement or the services provided.

15. INDEPENDENT CONTRACTOR

In providing services under this Agreement, the County is an independent contractor and neither it, nor its officers, officials, agents or employees are employees of the City for any purpose, including responsibility for any federal or state tax, industrial insurance, or Social Security liability. Neither shall the provision of services under this agreement give rise to any claim or career service or civil service rights, which may accrue to an employee of The County under any applicable law, rule or regulation.

16. REAL OR PERSONAL PROPERTY

The terms of this Agreement do not contemplate the acquisition of any real or personal property. In the event that joint property is acquired, then it shall be distributed, when the Agreement is terminated, to the parties in proportion to that party's monetary contribution to purchase such property. There shall be no joint financing under this Agreement.

17. ASSIGNMENT, THIRD PARTY BENEFICIARY, DELEGATION

The rights, duties, and obligations under this Agreement may not be assigned by either party to a third-party unless mutually agreed in writing. In addition, no third-party beneficiary may rely or assert any of the rights, duties, or obligations provided herein. Neither party to this Agreement may delegate the performance of any contractual obligation to a third-party unless mutually agreed in writing.

18. COMPLIANCE WITH LAWS AND EXISTING CONTRACTS

Each party accepts the responsibility for compliance with federal, state, or local laws and regulations. In addition, each party warrants that entering into this Agreement and the rights, duties, and obligations provided for herein do not breach or derogate from any contractual obligations that currently exist or may exist in the future.

19. CONCURRENT ORIGINALS

This Agreement may be executed in any number of counterparts, which counterparts shall collectively constitute the entire Agreement.

20. FILING

Executed copies of the Agreement shall be filed or posted online as required by Section 39.34.040 of the Revised Code of Washington.

21. ENTIRE AGREEMENT

The written provisions and terms of this Agreement supersede all prior written and verbal agreements and/or statements by any representative of the parties, and those statements shall not be construed as forming a part of or altering in any manner this Agreement. This Agreement shall contain the entire Agreement between the parties.

22. GOVERNING LAW

The parties hereto agree that, except where expressly otherwise provided, the laws and administrative rules and regulations of the State of Washington shall govern in any matter relating to this Agreement. Venue for any action brought to interpret or enforce any provision within this Agreement shall be the Superior Court of Kittitas County, Washington.

23. SEVERABILITY

Should any provision of this Agreement be determined to be unenforceable by a court of law, such provision shall be severed from the remainder of the Agreement, and such action shall not affect the enforceability of the remaining provisions herein.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dated indicated below.

Dated: 6/3/14

Dated: May 20, 2014

Cle Elum City Council
Cle Elum, Washington

Board of County Commissioners
Kittitas County, Washington

Charles O. Glondo
Charles Glondo, Mayor

Paul Jewell
Paul Jewell, Chair

Gary Berndt
Gary Berndt, Vice Chair

Obie O'Brien
Obie O'Brien, Commissioner

ATTEST:

Ann Felder
Clerk of City Council

ATTEST:
Julie Kjosvik
Julie Kjosvik, Clerk of the Board

Date: June 3, 2014

Date: May 20, 2014

APPROVED AS TO FORM:

APPROVED AS TO FORM:

City Attorney

Michael Nigrey
Michael Nigrey, Deputy Prosecuting Attorney

Date: _____

Date: 5/29/2014