

**AGREEMENT BETWEEN
KITTTAS COUNTY PROSECUTING ATTORNEY'S OFFICE
AND KITTCOM FOR SERVICES**

This Agreement is made by and between Kittitas County, through the Kittitas County Prosecuting Attorney's Office, a Washington municipal corporation, ("KCPO"), and KITTCOM, a Washington municipal corporation ("KITTCOM") pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT. Both entities may be referred to in this Agreement collectively as "Parties" or individually as "Party".

WHEREAS, KCPO acts as Kittitas County's legal adviser, prosecutor of criminal matters, and as a representative of the County in civil cases; and

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

WHEREAS, KCPO and KITTCOM wish to arrange for an exchange of services; and

WHEREAS, KITTCOM can contract for legal services as per its 2004 Interlocal Agreement, Section 3; and

WHEREAS, KCPO has agreed to provide legal services under the terms and conditions of this Agreement in exchange for KITTCOM providing services as described in Appendix A of this Agreement; and

WHEREAS, KITTCOM's Administrative Board authorized the execution of this Agreement by action taken at a public meeting.

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 the Parties will provide certain services.

**ARTICLE II
SERVICES BY KCPO**

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

**ARTICLE III
SERVICES BY KITTCOM**

3.01 **Services by KITTCOM.** KITTCOM will provide KCPO with the services described in Appendix A attached to this Agreement, which by this reference is hereby incorporated into and made part of this Agreement.

**ARTICLE IV
ADMINISTRATION**

4.01 **Administrator.** The Director of KITTCOM shall administer this agreement for KITTCOM. The Administrator for KCPO shall be KCPO's Office Administrator.

**ARTICLE V
DURATION 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, 2015.

5.02 **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 address listed in Section 8.07 of this Agreement 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.

**ARTICLE VI
COMPENSATION**

6.01 **Compensation.** The exchange of services shall be considered by both Parties to be adequate compensation for the duties described herein.

**ARTICLE VII
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 reasonable 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 willful misconduct or a negligent act or omission of the indemnifier's officers, directors, and employees under this Agreement.

ARTICLE VIII
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.

8.06 **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.

8.07 **Notice.** Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, shall be to the following contact persons:

KCPO	Office Administrator Kittitas County Prosecuting Attorney's Office 205 W 5 th Ave, Ste. 213 Ellensburg, WA 98926
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KITTCOM KITTCOM Director or designee
700 Elmview Rd
Ellensburg, WA 98926

Notice may be given by delivery or by depositing in the U.S. Mail, first class, postage prepaid.

8.08 Independent Contractor. In providing services under this contract, each party is an independent contractor from the other and nothing herein contained shall be construed to create a relationship of employer-employee or master-servant. Neither Party, nor its officers, agents or employees are employees of the other Party for any purpose, including responsibility for any federal or state tax, industrial insurance or Social Security liability.

ARTICLE IX 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 X GENERAL PROVISIONS

10.01 Assignment. Neither party may assign its rights or delegate its duties under this Agreement, whether by assignment, further subcontracting 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 the 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 and/or administrative 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.** This Agreement shall be posted on the County's website pursuant to RCW 39.34.040. This Agreement shall also be filed with the KITTCOM Administrative Board Secretary and posted on KITTCOM's website.

10.06 **Headings.** The headings of sections and paragraphs of this Agreement are for convenience of reference only and are not intended to restrict, affect or be of any weight in the interpretation or construction of the provisions of such sections or paragraphs.

IN WITNESS WHEREOF, the above and foregoing Agreement has been executed in duplicate by the parties hereto and made effective on the day and year first above written:

Dated this 19th day of January, 2011.

KITTCOM

Kittitas County Board of County Commissioners

Date: 2-10-11

Date: 01/19/11

By: [Signature]

By: [Signature]

Mark Raaka, Chairman
KITTCOM Administrative Board

Paul Jewell, Chair

[Signature]
Alan Crankovich, Vice-Chair

[Signature]
Obie O'Brien, Commissioner

ATTEST:



Darlene Mainwaring
Darlene Mainwaring
KITTCOM Administrative Board Secretary

Julie Kjorsvik
Julie Kjorsvik
BOCC Clerk of the Board

Greg Zempel
Greg Zempel, Kittitas County Prosecuting
Attorney

Appendix A

Scope of Work for KCPO

KCPO shall provide the services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

- Review of contracts, interlocal agreements, memorandum of understanding, and other similar agency contracts
- Legal Research
- Assistance in drafting ordinances and resolutions
- Assistance in answering legal questions
- Training on court appearances.

Scope of Work for KITTCOM

KITTCOM shall provide the services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

- Coroner Callouts as requested by public safety, hospice, and medical professionals
- Tracking of callouts in Spillman and any other records management system
- Spillman Access for KCPO employees, which includes creating user accounts, resetting passwords, and ongoing training for use of records management system
- Processing and providing tapes of public safety incidents as requested by KCPO.