COMMISSIONERS' MINUTES
KITTITAS COUNTY, WASHINGTON
BOCC CONFERENCE ROOM
REGULAR MEETING

Monday **11:00 am** **June 9, 2014**

Board members present: Chair Paul Jewell and Commissioner Obie O'Brien

Board members absent: Vice-Chair Gary Berndt

Others: Jim Goeben, IT Director; Patti Johnson, Solid Waste Director

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Regular Meeting **Commissioners**

Call to Order: 11:05 AM

Armory technology update
Mr. Goeben updated the Board that IT spent $14,587 (estimated $15,000) on network and audio equipment at the Armory. He does not expect additional IT expenses.

Cle Elum agreement for technology services
Mr. Goeben informed the Board that the Interlocal agreement was signed by the City of Cle Elum. IT will be assisting the city with a network assessment.

Software updates
Mr. Goeben updated the Board:

- The Records Management Committee anticipates presenting its ECM software recommendation to the Board in July.
- The permit software replacement team is in the process of creating a requirements document and plans to present findings to the Board in July.
- Email encryption is being tested by IT and select users. He should have a recommendation for the Board at the July IT study session.

Interlocal Agreement with Kittcom for hosted services
Mr. Goeben provided the Board with a copy of the Interlocal Agreement written by Kittitas County Deputy Prosecuting Attorney Michael Nigrey and reviewed by Mr. Goeben and Kittcom Director Darlene Mainwaring. Kittcom will sign the agreement prior to the Board's June 17 study session. The Board had no changes.

Upper District Court connectivity update
Mr. Goeben updated the Board:

- IT and Noel Communications met with Level 3 to review Level 3 fiber meet locations. A Kittitas County vault was located north

APPROVED
6-17-14

east of the intersection of I-90 and South Cle Elum Way. That vault will be used to connect the courthouse in Cle Elum. Level 3 is investigating if the county can access fiber at their Dollar Way vault.

Other business

- Patti Johnson presented the Board with a carpet sample for the Superior Court. The previously approved carpet is backordered and the vendor offered an upgrade. The board offered no objection to Ms. Johnson proceeding with acquiring the pattern Creekbed.
- DaRT (public records request software) report graphs were reviewed.
- Mr. Goeben will meet with Judy Pless, Finance Manager, to discuss a Technology ER&R fund prior to the July IT Study Session.

Adjourned: 11:31 AM

KITTITAS COUNTY COMMISSIONERS
KITTITAS COUNTY, WASHINGTON

Jim Goeben

Paul Jewell, Chairman

KITTITAS COUNTY
Board of County Commissioners

AGENDA STAFF REPORT

AGENDA DATE: June 17, 2014

ACTION REQUESTED: Request to Approve Interlocal Agreement between Kittcom and Kittitas County for Email and Website Hosting Support Services

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BACKGROUND: During the May 12, 2104 IT Study Session, Mr. Goeben told the Board that Bryan Clark of Kittcom asked if the county would host Kittcom's email and website as part of the August 5, 2008 Interlocal Agreement between Kittitas County and Kittcom for IT hosting services. Commissioner Jewell asked that an agreement be drafted to detail the expectations.

INTERACTION: Kittitas County Deputy Prosecuting Attorney Michael Nigrey drafted the Interlocal agreement. Kittitas County IT Director Jim Goeben and Kittcom Director Darlene Mainwaring reviewed and approved the agreement. Kittcom has signed the agreement.

RECOMMENDATION: Approve and sign the Interlocal agreement.

HANDLING:
1) Original resolution and agreement – Clerk of the Board
2) Original agreement – Mailed to Darlene Mainwaring, KITTCOM (address is in the agreement)
3) Copy of signed resolution and agreement – Jim Goeben, IT

ATTACHMENTS:
1) Resolution Authorizing the Execution of an Interlocal Agreement with Kittcom for Email and Website Hosting Support Service
2) Interlocal Agreement between Kittcom and Kittitas County for Email and Website Hosting Support Services

LEAD STAFF: Jim Goeben, IT Director

BOARD OF COUNTY COMMISSIONERS
COUNTY OF KITTITAS
STATE OF WASHINGTON

A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT WITH KITTCOM FOR E-MAIL AND WEBSITE HOSTING SUPPORT SERVICES

RESOLUTION No. 2014 -_____

WHEREAS, RCW 39.34, the Interlocal Cooperation Act, provides the capability for public agencies to cooperate by providing services and facilities for mutual advantage; and

WHEREAS, KITTCOM desires that the Information Technology Department of Kittitas County, Washington (the "County") provide certain e-mail and website hosting support services to KITTCOM; and

WHEREAS, on August 5, 2008, KITTCOM and the County entered into an Interlocal Agreement whereby KITTCOM agreed to provide the County certain information technology hosting services in return for an exchange for services of like kind and value to be provided through a separate agreement; and

WHEREAS, KITTCOM has continued to provide such services to the County under the August 5, 2008 Interlocal Agreement; and

WHEREAS, the County has determined it has the necessary resources and agrees to provide the desired e-mail and website hosting support services to KITTCOM; and

WHEREAS, KITTCOM and the County agree that the e-mail and website hosting support services described herein are of like kind and value to those services provided by KITTCOM under the August 5, 2008 Interlocal Agreement; and

WHEREAS, the Kittitas County Board of County Commissioners authorizes the execution of the Interlocal Agreement with KITTCOM by action taken at a regular meeting; and

NOW THEREFORE, BE IT HEREBY RESOLVED that the Board of County Commissioners of Kittitas County, Washington authorizes the execution of the Interlocal Agreement with KITTCOM that is attached hereto, and incorporated herein by this reference.

ADOPTED this ___ day of _____ 2014.

BOARD OF COUNTY COMMISSIONERS
KITTITAS COUNTY, WASHINGTON

_____
Paul Jewell, Chairman

ATTEST:
CLERK OF THE BOARD

_____
Gary Berndt, Vice-Chairman

_____
Julie A. Kjorsvik

_____
Obie O'Brien, Commissioner

INTERLOCAL AGREEMENT
BETWEEN KITTCOM AND KITTITAS COUNTY
FOR E-MAIL AND WEBSITE HOSTING SUPPORT SERVICES

THIS AGREEMENT is made by and between KITTCOM, a municipal corporation under the laws of the State of Washington (hereinafter referred to as "KITTCOM"), with its principal place of business at 700 Elmview Road in Ellensburg, Washington, and Kittitas County, a political subdivision of the State of Washington, (hereinafter referred to as "COUNTY"), with its principal place of business at 205 W 5th Ave in Ellensburg, Washington (collectively referred to as the "Parties").

WITNESSETH:

WHEREAS, the parties have agreed to enter into this Agreement under the authority of Chapter 39.34 RCW, also known as the Interlocal Cooperation Act; and

WHEREAS, KITTCOM desires that COUNTY provide certain e-mail and website hosting support services as described herein for KITTCOM; and

WHEREAS, on August 5, 2008, KITTCOM and COUNTY entered into an Interlocal Agreement whereby KITTCOM agreed to provide COUNTY certain information technology hosting services in return for an exchange for services of like kind and value to be provided through a separate agreement; and

WHEREAS, KITTCOM has continued to provide such information technology hosting services to COUNTY; and

WHEREAS, COUNTY has determined it has the necessary resources and agrees to provide the desired e-mail and website hosting support services to KITTCOM; and

WHEREAS, KITTCOM and COUNTY agree that the e-mail and website hosting support services described herein are of like kind and value to those services provided by KITTCOM under the August 5, 2008 Interlocal Agreement; and

NOW, THEREFORE, for and in consideration of the promises and conditions set forth herein, and other good and valuable consideration, the adequacy of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Purpose. The purpose of this Agreement is to authorize the County to provide e-mail and website hosting support services (hereinafter, collectively the "hosted services") to KITTCOM which fulfill KITTCOM's need for such hosted services.

2. Scope of Work. COUNTY will provide KITTCOM with the hosted services that are described in Appendix "A" to this Agreement which is hereby incorporated into this Agreement by this reference.

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 COUNTY or KITTCOM 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 three (3) working days after the notice is posted in the mail.

5. Indemnification.

a) KITTCOM and COUNTY agree to hold each other harmless, indemnify and defend each other, their officers, agents, contractors and subcontractors and employees from and against any and all claims, lawsuits, liability for injuries, sickness or death, or loss, damage or theft of property arising out of their respective willful misconduct or negligent act or omission of KITTCOM or COUNTY, their agents, officers, employees, contractors and subcontractors in connection with the terms and provisions of this Agreement.

b) Notwithstanding the above KITTCOM agrees to indemnify, hold harmless and defend County, its officers, agents, contractors and subcontractors and employees from and against any and all claims, lawsuits, liability arising out of or relating to KITTCOM's use of the hosted services provided by COUNTY, including but not limited to, any loss or damage to data or work transmitted or received by KITTCOM.

6. Disclaimer of Warranties. The hosted services provided by COUNTY described herein are provided on an as is, as available basis without warranties of any kind, either express or implied, including, but not limited to, warranties of merchantability, fitness for a particular purpose or non-infringement. COUNTY expressly disclaims any representation or warranty that the services provided by COUNTY will be error-free, secure or uninterrupted or that any data generated, stored, transmitted or used via or in connection with the hosted services will be complete, accurate, up to date, received or delivered. No oral advice or written information given by COUNTY, directors, officers, employees, agents and representatives, will create a warranty to KITTCOM.

7. Maintenance. KITTCOM acknowledges and agrees that COUNTY may from time to time carry out repairs, maintenance and/or improvements to COUNTY equipment which may affect the hosted services. In this regard, COUNTY will use best efforts to inform the KITTCOM of such non availability of the hosted services and ensure that such maintenance and/or

improvements are carried out outside normal business hours. KITTCOM hereby acknowledges and agrees that COUNTY will not be liable for any temporary delay, outages or interruptions of the hosted services.

8. Privacy. COUNTY will not monitor, edit or disclose the contents of communications using the hosted services unless required to do so by law or in the good faith belief that such action is necessary to conform to the law or comply with legal process served on COUNTY. KITTCOM acknowledges and agrees that COUNTY neither endorses the contents of any of communications using the hosted services nor assumes responsibility for such content, including but not limited to any threatening, libelous, obscene, harassing or offensive material contained therein, or any infringement of third party intellectual property rights arising there from or any crime facilitated thereby.

9. Relationship Between the Parties. Neither party to this Agreement is an agent or employee of the other party. Neither party shall hold itself out as or claim to be an employee or officer of the other party by reason of this Agreement, nor shall either party make any claim of right, privilege or benefit which would accrue to an employee under law.

10. Compliance with Other Applicable Laws. All actions carried out by the parties pursuant to this Agreement shall be done in accordance with applicable federal, state, and local laws and regulations.

11. Intellectual Property Rights. Without prejudice to the other provisions of this Agreement, KITTCOM retains all Intellectual Property rights in their data, content, e-mail materials, website materials and all such other content and/or materials of the hosted services supplied by the KITTCOM, and grants COUNTY a license to use such Intellectual Property rights only to the extent required to perform its obligations pursuant to this Agreement.

12. Disputes. 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.

13. Law and Venue. This Agreement is entered into pursuant to the authority granted by the laws of the State of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws. Venue for any lawsuit shall be in Kittitas County Superior Court.

14. Assignment. The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the prior written consent of the other party.

15. Waiver. A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercises of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in writing signed by an authorized

representative of the party and attached to the original agreement.

16. Severability. If any provision of this Agreement or any provision of any document incorporated herein by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given affect without the invalid provision, if such remainder conforms to the requirements of the applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

17. Entire Agreement. This Agreement contains all the terms and conditions agreed upon by the parties. 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.

18. Notices. All notices, reports, and correspondence to the respective parties of this Agreement shall be sent to the following. Notices mailed shall be deemed given on the date mailed. The parties shall notify each other in writing of any change of address.

For KITTCOM:	For COUNTY:
Darlene Mainwaring, Director	Jim Goeben, Director
KITTCOM	Kittitas County IT Department
700 Elmview Road	205 W 5th Ave, Suite 13
Ellensburg, Washington 98926	Ellensburg, Washington 98926
E-mail:	E-mail:
mainwaring@kittcom.org	jim.goeben@co.kittitas.wa.us
Telephone: (509) 925-8530	Telephone: (509) 962-7510

19. Administration. Pursuant to RCW 39.34.030(4)(a), the administrator for this Agreement shall be the Director of the Kittitas County Information Technology Department.

20. Access to Records. The parties and other authorized representatives of the State of Washington shall have access to any book, document, paper and record of the other party which is pertinent to this Agreement for the purposes of making audits, examinations, excerpts and transcriptions. The parties shall maintain records pertinent to the performance of the terms of this Agreement for a reasonable period of time; said period to be extended upon the instigation of any litigation related to this Agreement for the duration of said litigation and any commensurate appeal process. The parties will retain for its purposes any records regarding the performance of this Agreement it deems necessary for whatever reasons.

21. Filing. This Agreement shall be filed with the Kittitas County Auditor's Office, or alternatively, listed by subject on the Parties' websites or other electronically retrievable public source pursuant to RCW 39.34.040.

22. Property. Unless otherwise specifically agreed by the parties in writing or expressly provided in this Agreement, all property, person and real, utilized by the parties hereto in the execution of this Agreement shall remain the property of that party initially owning it.

23. Amendments. This Agreement may be amended by mutual consent of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

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

Dated: _____

KITTCOM Administrative Board
Kittitas County, Washington

_____
Mary Morgan, Vice Chair

ATTEST:

_____
Darlene A. Mainwaring, Director

Dated: _____

Board of County Commissioners
Kittitas County, Washington

_____
Paul Jewell, Chair

_____
Gary Berndt, Vice Chair

_____
Obie O'Brien, Commissioner

ATTEST:

_____
Julie Kjorsvik, Clerk of the Board

Appendix "A"

SCOPE OF WORK FOR
E-MAIL AND WEBSITE HOSTING SUPPORT SERVICES

COUNTY shall provide to KITTCOM:

1) Hosting and management of KITTCOM e-mail services for up to fifty (50) mailboxes, including responsibility, if applicable, for maintenance of network operating system, anti-virus protection, firewall protection, remote access, software updates including service packs and patches, and license administration.

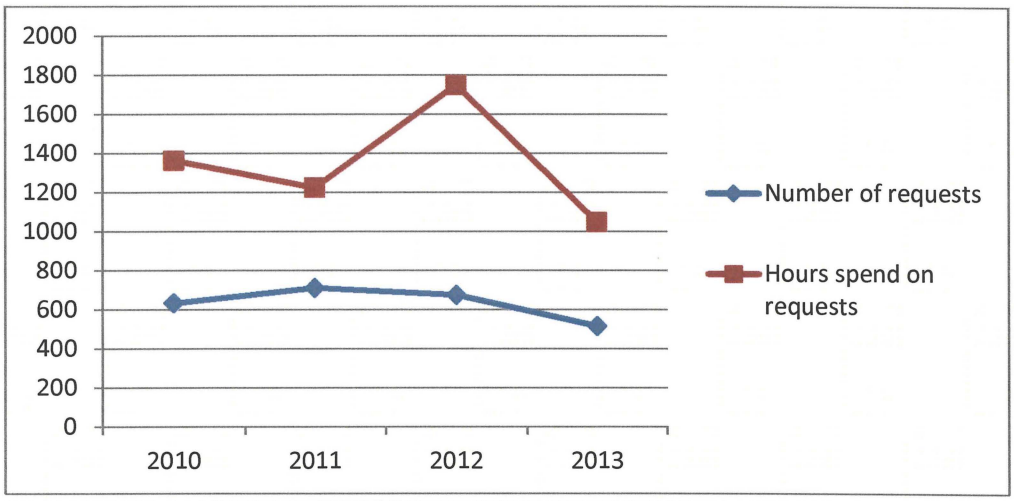
    a. Anti-virus protection shall be provided to KITTCOM at a rate of $1.00 USD per month per mailbox, invoiced annually to KITTCOM. KITTCOM shall pay COUNTY for anti-virus protection within thirty (30) days from the date of invoicing.

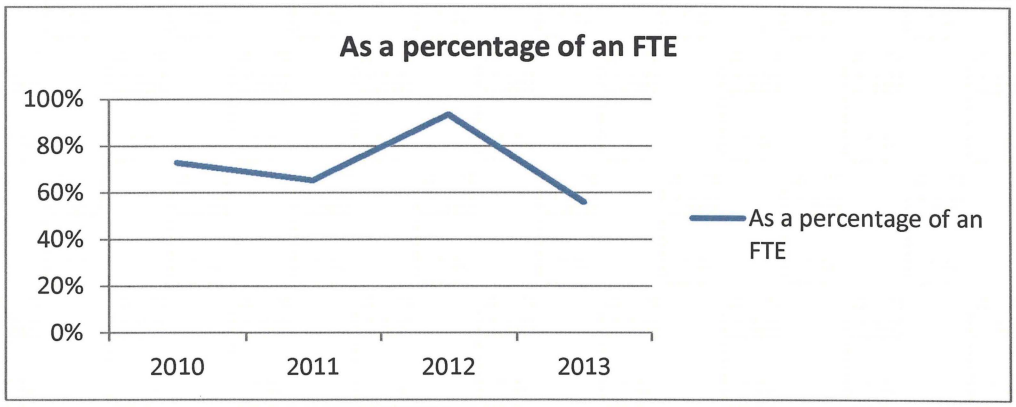
2) Hosting and management of KITTCOM's website (http://www.kittcom.org) as provided by KITTCOM. COUNTY shall not be responsible for any costs or fees associated with domain registration or domain renewal.

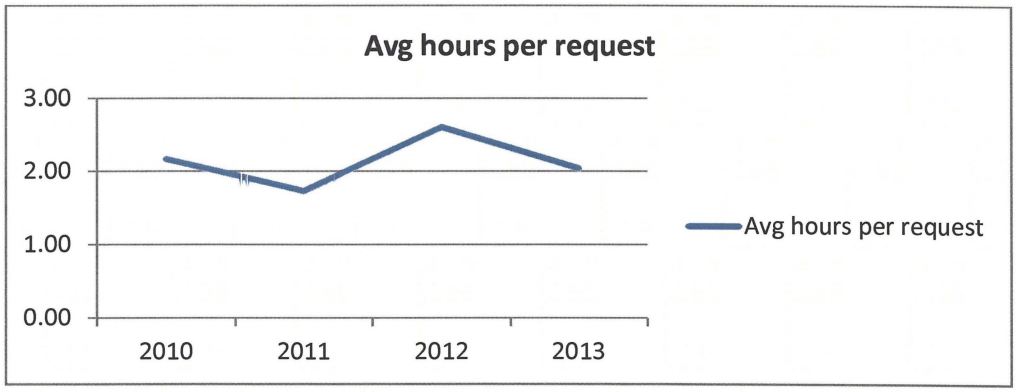
    a. COUNTY shall provide KITTCOM direct access to KITTCOM's production website files. KITTCOM will maintain their website.
    b. In the event of an emergency or technical failure, KITTCOM may ask COUNTY to make small changes to text, or may provide COUNTY with any production ready website updates and/or new content for the COUNTY to upload to the KITTCOM website.

Kittitas County Public Records
DaRT Hours Reporting

	2010	2011	2012	2013
Number of requests	630	708	672	513
Hours spend on requests	1361.5	1222	1748.25	1045.5
As a percentage of an FTE	73%	65%	93%	56%
Avg hours per request	2.16	1.73	2.60	2.04







KITTITAS COUNTY COMMISSIONERS
REGULAR MEETING
IT STUDY SESSION
MONDAY, JUNE 09, 2014
11:00 AM

BOCC Conference Room
205 West 5th Room 108 - Ellensburg

1. Call to Order
2. Armory technology update
3. Cle Elum agreement for technology services
4. Software updates
5. Interlocal Agreement with Kittcom for hosted services
6. Upper District Court connectivity update
7. Other business
8. Adjourn