INTERLOCAL AGREEMENT
BETWEEN THE CITY OF CLE ELUM AND KITTITAS COUNTY
FOR E-MAIL HOSTING SERVICES

THIS AGREEMENT is made 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"). County and City may be referred to collectively as the "Parties" or individually as "Party".

WITNESSETH:

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, City desires that County provide certain e-mail hosting services to the City; and

WHEREAS, County has the capacity and the employees with the technical and professional expertise to provide the required e-mail hosting services; and

WHEREAS, County and 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:

AGREEMENT

1. Purpose. The purpose of this Agreement is to authorize the County to provide e-mail hosting services ("hosted services") to City which fulfills City's need for such services.

2. Scope of Work. County will provide City 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 January 1, 2015 and continue through December 31, 2015. This Agreement shall automatically renew for one-year periods thereafter unless either County or 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 three (3) working days after the notice is posted in the mail.

5. Indemnification.

a) County and City 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 County and City, their agents, officers, employees, contractors and subcontractors in connection with the terms and provisions of this Agreement.

b) Notwithstanding the above, City 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 City'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 City.

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 City.

7. Maintenance. City 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 City of such non availability of the hosted services and ensure that such maintenance and/or improvements are carried out outside normal business hours. City 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. City 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, City 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 City, 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 City:	For County:
Charles Glondo, Mayor	Jim Goeben, Director
City of Cle Elum	Kittitas County IT Department
119 West First Street	205 W 5th Ave, Suite 13
Cle Elum, Washington 98922	Ellensburg, Washington 98926
Telephone: (509) 674-2262 ext. 104	Telephone: (509) 962-7510
	E-mail: jim.goeben@co.kittitas.wa.us

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: 12/18/2014

Cle Elum City Council
Cle Elum, Washington

Charles Glondo

Charles Glondo, Mayor

ATTEST:

Clerk of City Council

Date: 12/18/2014

APPROVED AS TO FORM:

City Attorney

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

Date: _____

APPROVED AS TO FORM:

_____

Michael Nigrey
Deputy Prosecuting Attorney

Appendix "A"

SCOPE OF WORK FOR
E-MAIL HOSTING SERVICES

1) County shall provide to City:

   a. Hosting of City e-mail services for up to fifty (50) mailboxes.

   b. Spam and virus filtering for hosted email mailboxes. The County makes no guarantees in the efficiency of any provided spam and virus filtering.

   c. Exchange support for local administrator. Outlook (desktop) support is not provided by the County.

   d. Exchange server administration. Administrative support will be provided to the local administrator during County business hours. The system is monitored for outages 24/7.

   e. Exchange backup and mailbox restoration (30 day backup cycle).

   f. Individual message restoration (7 day cycle).

   g. Active Sync will be provided per device as requested by the local administrator.

   h. County maintenance windows are Wednesday and Sunday evenings from 6PM-2AM. There may be brief outages or performance issues during those times. If an outage is anticipated, the local administrator will be notified but unplanned interruptions may occur during maintenance windows.

2) City shall pay to County:

   a. A rate of $23.57 USD per hosted email mailbox, invoiced annually to City. An additional charge of $18.94 USD per hosted email mailbox will be added to each invoice, in the event that encryption is provided for individual email mailboxes at the request of the City. Rates will be reviewed annually and are subject to change on 30 days' written notice to City.

   b. The City agrees to make payment to the County within twenty (20) calendar days of receipt of invoice.

Rob Omans

From: Jim Goeben [jim.goeben@co.kittitas.wa.us]
Sent: Friday, December 19, 2014 12:26 PM
To: 'robert@cityofcleelum.com'
Subject: RE: E-Mail Hosting

Yes, the email are property of the city. If you terminate the ILA you will be able to take your email with you.

Happy Holidays!

Jim Goeben
Information Technology Director
Kittitas County | 205 W 5th AVE STE 13 | Ellensburg WA 98926
jim.goeben@co.kittitas.wa.us | http://www.co.kittitas.wa.us

From: Rob Omans [mailto:robert@cityofcleelum.com]
Sent: Friday, December 19, 2014 12:21 PM
To: Jim Goeben
Subject: E-Mail Hosting

Hi Jim,
One more question has been brought up and that is...
If and/or when the City decides to terminate e-mail hosting services with the county (say we want to host it ourselves or through another hosting service), is the emails on the counties servers the property of the city and will be returned to the city? Or how do you see that working?

Thank You,

Rob Omans, CBO
BUILDING OFFICIAL
NETWORK ADMINISTRATOR
119 W First Street
Cle Elum, WA 98922
(509) 674-2262 · Phone
(509) 674-4097 · Fax
www.cityofcleelum.com

Notice: All email sent to this address will be received by the Kittitas County email system and may be subject to public disclosure under Chapter 42.56 RCW and to archiving and review.

message id: 38eb45916c6dcbdac24bb8719d004a14