

**BOARD OF COUNTY COMMISSIONERS
COUNTY OF KITTITAS
STATE OF WASHINGTON**

**RESOLUTION TO AUTHORIZE THE EXECUTION OF AN INTERLOCAL AGREEMENT
BETWEEN KITTITAS COUNTY AND KITTCOM FOR
E911 COUNTY BASIC SERVICE OPERATIONS**

RESOLUTION No. 2015 - 129

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

WHEREAS, Kittitas County, is a party to an E911 County Basic Services Operations contract for Fiscal Year 2016 (the "Agreement") for reimbursement of eligible expenses for coordination and facilitation of the E911 emergency communications; and

WHEREAS, Section 25 of the General Terms and Conditions of the Agreement requires that Kittitas County incorporate the Agreement by reference in any contract for performance of all or part of the services contemplated under the Agreement; and

WHEREAS, KITTCOM (Kittitas County 911) is a consolidated public safety communication center which operates an emergency communications facility for law enforcement, fire protection services, and/or ambulance services in Kittitas County and will be performing services under the Agreement; and

WHEREAS, Kittitas County and KITTCOM have agreed to enter into such an agreement under the terms and conditions of the Interlocal Agreement attached hereto; 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 16th day of October 2015.



Julie A. Kjosvik
Julie A. Kjosvik

**BOARD OF COUNTY COMMISSIONERS
KITTITAS COUNTY, WASHINGTON**

Gary Berndt

Gary Berndt, Chairman

Obie O'Brien

Obie O'Brien, Vice-Chairman

ABSENT

Paul Jewell, Commissioner

INTERLOCAL AGREEMENT
BETWEEN KITTCOM AND KITTITAS COUNTY
FOR E911 COUNTY BASIC SERVICE OPERATIONS

THIS AGREEMENT is made pursuant to Chapter 39.34 RCW, the Interlocal Cooperation Act, 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").

1. Purpose. The purpose of this Agreement is to incorporate by reference the terms and conditions of the E911 County Basic Service Operations Contract for FY2016 (hereinafter referred to as the "State-County Contract") between the County and the Washington State Military Department and Emergency Management Division (hereinafter referred to as the "State").

2. Pass Through. KITTCOM understands and agrees to fulfill the requirements for Kittitas County and to comply with all provisions, including but not limited to those provisions applicable to subcontractors, except for those provisions, if any, that the State may expressly waive in writing, or is not applicable under federal or state law, of the State-County Contract attached hereto as Exhibit "A" of this Agreement, and as may be amended from time to time, which is incorporated by this reference as if set forth fully herein.

3. Duration. This Agreement shall be effective from July 1, 2015 and continue through August 15, 2016.

4. Termination. In the event the State-County contract is terminated by either party, this Agreement shall terminate automatically.

5. 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.

6. 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.

7. 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.

8. 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.

9. Assignment. This Agreement is not assignable or delegable by either party in whole or in part.

10. 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.

11. 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 effect without the invalid provision.

12. 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.

13. Administration. Pursuant to RCW 39.34.030(4)(a), the administrator for this Agreement shall be the Director of KITTCOM or their designee.

14. 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.

15. Property. All property, personal and real, utilized by the parties hereto in the execution of this Agreement shall remain the property of that party initially owning it.

16. 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 Interlocal Agreement on the dates indicated below.

Dated: October 8, 2015

Dated: October 6, 2015

KITTCOM Administrative Board
Kittitas County, Washington


Mary Morgan, Vice Chair

Board of County Commissioners
Kittitas County, Washington

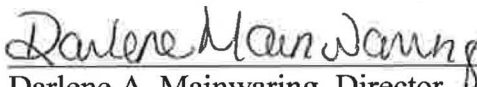

Gary Berndt, Chair


Obie O'Brien, Vice Chair

ABSENT

Paul Jewell, Commissioner

ATTEST:


Darlene A. Mainwaring, Director



Julie Kjosrvik, Clerk of the Board

Exhibit "A"

E911 County Basic Service Operations Contract

FY2016