

KITTITAS COUNTY
Board of County Commissioners

AGENDA STAFF REPORT

Agenda Date: October 3, 2017

Action Requested: Adopt resolutions authorizing the execution of interlocal agreements with the City of Ellensburg, Washington and the Kittitas County Conservation District to allow them to benefit from the County's contract with Washington Technology Solutions.

Background: On August 28, 2017 the Board of County Commissioners signed a contract with Washington Technology Solutions (WaTech) for delivery of orthoimagery in 2017 and 2018. The addendum to that contract allows Kittitas County to enter into separate and additional agreements with the City of Ellensburg and the Kittitas County Conservation District granting each of them the same access to services the County has contracted for and for the County to collect a fee for the shared access/services.

Interaction: Deputy Prosecutor Stephanie Hartung has written the resolutions and interlocal agreements (Request #40340).

Recommendation: Approve resolutions authorizing the execution of the interlocal agreements.

Handling: Resolutions:
Original – Clerk of the Board

Interlocal Agreements:
Return 2 signed copies of each agreement to Jim Goeben, IT Director, to be forwarded to the agencies for signatures.

Attachments: 1) Resolution authorizing the execution of an interlocal agreement with the City of Ellensburg, Washington.
2) Interlocal agreement between Kittitas County and the City of Ellensburg for orthoimagery services.
3) Resolution authorizing the execution of an interlocal agreement with the Kittitas County Conservation District.
4) Interlocal agreement between Kittitas County and the Kittitas County Conservation District for orthoimagery services.

Lead Staff: Jim Goeben, IT Director

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

**RESOLUTION
NO. 2017-_____**

**RESOLUTION TO AUTHORIZE EXECUTION OF AN INTERLOCAL AGREEMENT
BETWEEN KITTITAS COUNTY AND THE CITY OF ELLENSBURG FOR
ORTHOIMAGERY SERVICES**

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

WHEREAS, Kittitas County, through the Kittitas County Information Technology Department supports the business needs of Kittitas County by providing appropriate technology tools, solutions, and assistance; and

WHEREAS, Orthoimagery provided by Washington Technology Solutions delivers valuable and beneficial geographical mapping technology services to subscribers; and

WHEREAS, Kittitas County has entered into the attached contract, which is incorporated by reference, with Washington Technology Solutions for Orthoimagery Services; and

WHEREAS, the City of Ellensburg also desires to benefit from geographical mapping technology services; and

WHEREAS, pursuant to the addendum included in the Washington Technology Solutions contract, the County is permitted to enter into an interlocal agreement with the City of Ellensburg to allow them to benefit from the County's contract for an additional fee paid directly to the County; and

WHEREAS, the Parties agree that access and use of the Orthoimagery Services by the City under the County's contract shall be done in the manner detailed in the Interlocal Agreement, attached hereto and incorporated herein by reference.

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

DATED this _____ day of _____, 2017, at Ellensburg, Washington.

BOARD OF COUNTY COMMISSIONERS
KITTITAS COUNTY, WASHINGTON

Chair

Vice-Chair

Commissioner

ATTEST:

Clerk of the Board

**INTERLOCAL AGREEMENT BETWEEN
KITITITAS COUNTY AND THE CITY OF ELLENSBURG FOR ORTHOIMAGERY
SERVICES**

This INTERLOCAL AGREEMENT (“Agreement”) is entered into on this _____ day of _____, 2017, by and between Kittitas County, a municipal corporation of the State of Washington, (hereinafter the “County”), and the City of Ellensburg, a municipal corporation of the State of Washington (hereinafter referred to as “City”).

WHEREAS, Chapter 39.34 of the Revised Code of Washington (RCW), 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, the County entered into a 2017 Service Level Agreement (SLA) with Washington State Consolidated Technology Services, hereinafter referred to as Washington Technology Solutions (WaTech) for the purpose of accessing Statewide Imagery Services, which is attached hereto and incorporated by reference; and

WHEREAS, the City also desires to access Statewide Imagery Services; and

WHEREAS, WaTech will permit the City to benefit from the County’s contract for Statewide Imagery Services for a nominal and additional fee, paid directly to the County, as evidenced by the attached Service Level Agreement Addendum that is incorporated by reference;

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

1. Purpose. The purpose of this Agreement is to allocate the Parties’ financial responsibilities and other terms and conditions required to access the services provided for in the WaTech SLA.
2. Services. Pursuant to the SLA, the contractual relationship for Statewide Imagery Services is between the County and WaTech. The City does not have authority to modify, terminate, or otherwise interfere in any way with that SLA. Per the SLA Addendum, the County is authorized to grant access to the City, by way of this Agreement, and for a fee paid directly to the County, for the comparable access and services for Statewide Imagery Services that the County receives under the SLA.
3. Duration. The SLA terms provide for a two-year contract period with the option to renew. This Agreement shall also be valid for the same two-year period and track with the dates of the SLA. If the SLA is renewed by the County, this Agreement will be automatically renewed, unless the County is notified timely and in accordance with the terms of this Agreement, of the City’s intent to discontinue this Agreement.

4. Termination. Either party may terminate this Agreement by giving thirty (30) days notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the party's last known address for the purposes of giving notice under this paragraph.
5. Termination for Default:
If the City defaults by failing to perform any of the obligations of the Agreement or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. mail, postage prepaid, terminate the Agreement.
6. Termination for Public Convenience:
The County may terminate the Agreement in whole or in part whenever the County determines, in its sole discretion that such termination is in the best interests of the County. Termination of this Agreement by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.
7. Contract Management. The Agreement administrator for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The Agreement administrator for Kittitas County is:

Commissioner Paul Jewell
Kittitas County
205 West 5th Avenue, Suite 108
Ellensburg, WA 98926
509-962-7508

The Agreement administrator for City is:

Larry Dunbar, Director of Energy Services
City of Ellensburg
501 N. Anderson Street
Ellensburg, WA 98926

8. Payment. The City shall pay to the County, \$1000.00, annually for the ability to access Statewide Imagery Services for the two year contract period. This amount is subject to increase after the initial two year period ends. The County will provide notice to the City before automatic renewal of the contract of any price adjustments.
9. Billing Procedure. The City shall remit their annual \$1000.00 payment to the County within 90 days of the receipt of invoice. Payment shall be submitted, in full, to the Kittitas County Auditor, 205 W. 5th Avenue Suite 105 Ellensburg, WA 98926.

10. 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.
11. Maintenance of Records. Each party hereto agrees to maintain books, records and documents using accounting procedures which accurately reflect all direct and indirect costs related to the performance of services described herein. Each party may examine the other party's books and records to verify the accuracy of invoices. Each party's fiscal management system shall include the capability to provide accurate and complete disclosure of all costs invoiced under this Agreement. All books, records, documents and other materials relevant to this agreement will be retained for six years after expiration of the Agreement, and the Office of the State Auditor or other persons authorized by law and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.
12. 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 attorney's 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.

No liability shall attach to the County by reason of entering into this agreement, except as expressly provided herein. The County cannot and does not guarantee the services provided by Statewide Imagery Services or their accuracy. There is no guarantee that use of Statewide Imagery Services will meet the satisfaction of the City, nor that unsatisfactory services will be remedied by the County. The County is not responsible for any technology or user ability issues or any other potential problems that arise from the Statewide Imagery Services or the use thereof.

The City is responsible for ensuring that its use of Statewide Imagery Services complies with local, state, and federal laws.

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.

13. Warranty. Except as expressly stated herein, there are no express or implied warranties respecting this Agreement or the services provided.

14. Assignment. This Agreement cannot be assigned, transferred or any portion subcontracted by either party hereto without the prior written consent of the other party, which consent shall not be unreasonably withheld.
15. Administration of Agreement. There shall be no separate legal entity created by the Agreement. This Agreement shall be administered jointly by the County or designee and the City or designee.
16. Property. The terms of this Agreement do not contemplate the acquisition of any real or personal property. Unless otherwise specifically agreed by the parties in writing, 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.
17. Compliance with Laws. Each party hereto, in its performance of this Agreement, agrees to comply with all applicable local, State, and Federal laws and ordinances.
18. Relationship of the Parties. No agent, employee or representative of City shall be deemed to be an agent, employee or representative of the County for any purpose, and the employees of City are not entitled to any of the benefits the County provides to County employees. No agent, employee or representative of the County shall be deemed to be an agent, employee or representative of City for any purpose, and the employees of the County are not entitled to any of the benefits City provides to City employees.
19. 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 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.
20. Jurisdiction. Any legal dispute between the parties to this Agreement shall be governed by the laws of the State of Washington, and any action to enforce this Agreement shall be brought in Kittitas County, Washington.
21. Modification. The provisions of this Agreement may be modified or amended only by written mutual written agreement of the parties, executed by personnel authorized to bind each of the parties.
22. Waiver. A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.
23. Agreement Not For Benefit of Third Parties. This Agreement is entered into solely for the benefit of the parties hereto and vests no rights in, or is it enforceable by, any third parties.

24. Severability. If any provision of this Agreement or any provision of any document incorporated 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, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.
25. Filing. This Agreement shall be filed or posted online as required by RCW 39.34.040.
26. Effective Date. This agreement shall take effect when signed by the parties.

Dated this ____ day of _____, 2017.

CITY OF ELLENSBURG

**BOARD OF COUNTY COMMISSIONERS
Kittitas County, Washington**

Signature

Paul Jewell, Chairman

Laura Osiadacz, Vice-Chairman

Address

Obie O'Brien, Commissioner

Phone

ATTEST:

ATTEST:

☐ Clerk of the Board- Julie Kjorsvik

☐ Deputy Clerk of the Board- Mandy
Buchholz

Date: _____

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

**RESOLUTION
NO. 2017-_____**

**RESOLUTION TO AUTHORIZE EXECUTION OF AN INTERLOCAL AGREEMENT
BETWEEN KITTITAS COUNTY AND THE KITTITAS COUNTY CONSERVATION
DISTRICT FOR ORTHOIMAGERY SERVICES**

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

WHEREAS, Kittitas County, through the Kittitas County Information Technology Department supports the business needs of Kittitas County by providing appropriate technology tools, solutions, and assistance; and

WHEREAS, Orthoimagery provided by Washington Technology Solutions delivers valuable and beneficial geographical mapping technology services to subscribers; and

WHEREAS, Kittitas County has entered into the attached contract, which is incorporated by reference, with Washington Technology Solutions for Orthoimagery Services; and

WHEREAS, the Kittitas County Conservation District also desires to benefit from geographical mapping technology services; and

WHEREAS, pursuant to the addendum included in the Washington Technology Solutions contract, the County is permitted to enter into an interlocal agreement with the Kittitas County Conservation District to allow them to benefit from the County's contract for an additional fee paid directly to the County; and

WHEREAS, the Parties agree that access and use of the Orthoimagery Services by the Kittitas County Conservation District under the County's contract shall be done in the manner detailed in the Interlocal Agreement, attached hereto and incorporated herein by reference.

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

DATED this _____ day of _____, 2017, at Ellensburg, Washington.

BOARD OF COUNTY COMMISSIONERS
KITITITAS COUNTY, WASHINGTON

Chair

Vice-Chair

Commissioner

ATTEST:

Clerk of the Board

**INTERLOCAL AGREEMENT BETWEEN
KITITITAS COUNTY AND THE KITITITAS COUNTY CONSERVATION DISTRICT
FOR ORTHOIMAGERY SERVICES**

This INTERLOCAL AGREEMENT (“Agreement”) is entered into on this _____ day of _____, 2017, by and between Kittitas County, a municipal corporation of the State of Washington, (hereinafter the “County”), and the Kittitas County Conservation District, a municipal corporation of the State of Washington (hereinafter referred to as “District”).

WHEREAS, Chapter 39.34 of the Revised Code of Washington (RCW), 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, the County entered into a 2017 Service Level Agreement (SLA) with Washington State Consolidated Technology Services, hereinafter referred to as Washington Technology Solutions (WaTech) for the purpose of accessing Statewide Imagery Services, which is attached hereto and incorporated by reference; and

WHEREAS, the District also desires to access Statewide Imagery Services; and

WHEREAS, WaTech will permit the District to benefit from the County’s contract for Statewide Imagery Services for a nominal and additional fee, paid directly to the County, as evidenced by the attached Service Level Agreement Addendum that is incorporated by reference;

NOW, THEREFORE, the County and District agree as follows:

1. Purpose. The purpose of this Agreement is to allocate the Parties’ financial responsibilities and other terms and conditions required to access the services provided for in the WaTech SLA.
2. Services. Pursuant to the SLA, the contractual relationship for Statewide Imagery Services is between the County and WaTech. The District does not have authority to modify, terminate, or otherwise interfere in any way with that SLA. Per the SLA Addendum, the County is authorized to grant access to the District, by way of this Agreement, and for a fee paid directly to the County, for the comparable access and services for Statewide Imagery Services that the County receives under the SLA.
3. Duration. The SLA terms provide for a two-year contract period with the option to renew. This Agreement shall also be valid for the same two-year period and track with the dates of the SLA. If the SLA is renewed by the County, this Agreement will be automatically renewed, unless the County is notified timely and in accordance with the terms of this Agreement, of the District’s intent to discontinue this Agreement.

4. Termination. Either party may terminate this Agreement by giving thirty (30) days notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the party's last known address for the purposes of giving notice under this paragraph.
5. Termination for Default:
If the District defaults by failing to perform any of the obligations of the Agreement or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. mail, postage prepaid, terminate the Agreement.
6. Termination for Public Convenience:
The County may terminate the Agreement in whole or in part whenever the County determines, in its sole discretion that such termination is in the best interests of the County. Termination of this Agreement by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.
7. Contract Management. The Agreement administrator for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The Agreement administrator for Kittitas County is:

Commissioner Paul Jewell
Kittitas County
205 West 5th Avenue, Suite 108
Ellensburg, WA 98926
509-962-7508

The Agreement administrator for the District is:

Anna Lael, District Manager
Kittitas County Conservation District
2211 W. Dolarway Road, Ste 4
Ellensburg, WA 98926
509-925-3352 ext. 7

8. Payment. The District shall pay to the County, \$1000.00, annually for the ability to access Statewide Imagery Services for the two year contract period. This amount is subject to increase after the initial two year period ends. The County will provide notice to the District before automatic renewal of the contract of any price adjustments.
9. Billing Procedure. The District shall remit their annual \$1000.00 payment to the County within 90 days of the receipt of invoice. Payment shall be submitted, in full, to the Kittitas County Auditor, 205 W. 5th Avenue Suite 105 Ellensburg, WA 98926.

10. 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.
11. Maintenance of Records. Each party hereto agrees to maintain books, records and documents using accounting procedures which accurately reflect all direct and indirect costs related to the performance of services described herein. Each party may examine the other party's books and records to verify the accuracy of invoices. Each party's fiscal management system shall include the capability to provide accurate and complete disclosure of all costs invoiced under this Agreement. All books, records, documents and other materials relevant to this agreement will be retained for six years after expiration of the Agreement, and the Office of the State Auditor or other persons authorized by law and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.
12. 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 attorney's 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.

No liability shall attach to the County by reason of entering into this agreement, except as expressly provided herein. The County cannot and does not guarantee the services provided by Statewide Imagery Services or their accuracy. There is no guarantee that use of Statewide Imagery Services will meet the satisfaction of the District, nor that unsatisfactory services will be remedied by the County. The County is not responsible for any technology or user ability issues or any other potential problems that arise from the Statewide Imagery Services or the use thereof.

The District is responsible for ensuring that its use of Statewide Imagery Services complies with local, state, and federal laws.

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.

13. Warranty. Except as expressly stated herein, there are no express or implied warranties respecting this Agreement or the services provided.

14. Assignment. This Agreement cannot be assigned, transferred or any portion subcontracted by either party hereto without the prior written consent of the other party, which consent shall not be unreasonably withheld.
15. Administration of Agreement. There shall be no separate legal entity created by the Agreement. This Agreement shall be administered jointly by the County or designee and the District or designee.
16. Property. The terms of this Agreement do not contemplate the acquisition of any real or personal property. Unless otherwise specifically agreed by the parties in writing, 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.
17. Compliance with Laws. Each party hereto, in its performance of this Agreement, agrees to comply with all applicable local, State, and Federal laws and ordinances.
18. Relationship of the Parties. No agent, employee or representative of District shall be deemed to be an agent, employee or representative of the County for any purpose, and the employees of District are not entitled to any of the benefits the County provides to County employees. No agent, employee or representative of the County shall be deemed to be an agent, employee or representative of District for any purpose, and the employees of the County are not entitled to any of the benefits District provides to District employees.
19. 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 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.
20. Jurisdiction. Any legal dispute between the parties to this Agreement shall be governed by the laws of the State of Washington, and any action to enforce this Agreement shall be brought in Kittitas County, Washington.
21. Modification. The provisions of this Agreement may be modified or amended only by written mutual written agreement of the parties, executed by personnel authorized to bind each of the parties.
22. Waiver. A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

23. Agreement Not For Benefit of Third Parties. This Agreement is entered into solely for the benefit of the parties hereto and vests no rights in, or is it enforceable by, any third parties.
24. Severability. If any provision of this Agreement or any provision of any document incorporated 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, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.
25. Filing. This Agreement shall be filed or posted online as required by RCW 39.34.040.
26. Effective Date. This agreement shall take effect when signed by the parties.

Dated this _____ day of _____, 2017.

**KITTITAS COUNTY CONSERVATION
DISTRICT**

**BOARD OF COUNTY COMMISSIONERS
Kittitas County, Washington**

Signature

Paul Jewell, Chairman

Laura Osiadacz, Vice-Chairman

Address

Obie O'Brien, Commissioner

Phone

ATTEST:

ATTEST:

☐ Clerk of the Board- Julie Kjorsvik
☐ Deputy Clerk of the Board- Mandy
Buchholz

Date: _____