

**INTERLOCAL COOPERATIVE AGREEMENT
BETWEEN KITTITAS COUNTY AND THE CITY OF ELLENSBURG
FOR SHARING GEOGRAPHIC INFORMATION SERVICES (GIS) RESOURCES**

THIS AGREEMENT is made and entered into by and between City of Ellensburg ("Ellensburg") and Kittitas County, Washington ("County") pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT.

**ARTICLE I
PURPOSE**

- 1.01 **PURPOSE.** The purpose of this Agreement is to set forth the terms and conditions under which the County will share GIS resources with Ellensburg.

**ARTICLE II
SERVICES BY THE COUNTY**

- 2.01 **RESOURCES OF COUNTY.** The County shall provide Ellensburg with the resources described in "Exhibit A" that is attached and by which this reference hereby incorporates it into and makes it part of this Agreement.
- 2.02 **AVAILABILITY OF RESOURCES.** The County shall make a reasonable effort to assure the availability of the GIS resources to Ellensburg. Ellensburg recognizes that from time to time, planned and inadvertent loss of access to resources may occur.

**ARTICLE III
ADMINISTRATION**

- 3.01 **ADMINISTRATOR.** The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the party making the change shall notify the other party.
- 3.01.01 The County's representative shall be the Director of Information Services.
- 3.01.02 Ellensburg's representative shall be the Energy Services Director.

**ARTICLE IV
DURATION AND RENEWAL OF AGREEMENT**

- 4.01 DURATION AND RENEWAL. This Agreement shall be effective when executed by both parties and shall continue through December 31, 2012. Thereafter, this Agreement shall automatically renew annually on January 1st unless terminated by either party.

**ARTICLE V
COMPENSATION TO THE COUNTY**

- 5.01 COMPENSATION TO THE COUNTY. The County agrees to provide Ellensburg the GIS resources specified in Appendix A in exchange for the payment of twelve thousand dollars (\$12,000.00) annually. This figure will be reviewed to ensure it is equitable for both parties every six months based on \$50 per hour of GIS services provided by The County to Ellensburg with an average of 20 hours per month.
- 5.02 INVOICES. The County shall invoice Ellensburg one half the annual fee, or six thousand dollars (\$6,000.00), in the first and third quarters of each calendar year for resources provided by the County for that calendar year.
- 5.03 PAYMENT TO THE COUNTY. Ellensburg shall pay the amount invoiced and due within thirty (30) days after billing.

**ARTICLE VI
PERFORMANCE OF AGREEMENT**

- 6.01 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.
- 6.02 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 subjected 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.
- 6.03 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.

- 6.04 **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.
- 6.05 **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.
- 6.06 **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.

ARTICLE VII INDEMNIFICATION

- 7.01 **INDEMNIFICATION.** Each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of their officials, officers, agents, or employees to the fullest extent required by law, and further agrees to save, indemnify, defend, and hold the other party harmless from any such liability. It is further provided that no liability shall attach to the County by reason of entering into this contract except as expressly provided herein.

ARTICLE VIII DISPUTES

- 8.01 **TIME.** Time is of the essence of this Agreement.
- 8.02 **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.
- 8.03 **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.

ARTICLE IX TERMINATION

- 9.01 **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 last known address 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 X GENERAL PROVISIONS

- 10.01 **CHANGES, MODIFICATIONS, AMENDMENTS AND WAIVERS.** The Agreement may be changed, modified, amended or waived only by written agreement signed by the parties and adopted by resolution of each party's legislative authority. 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. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.
- 10.02 **ASSIGNMENT.** Neither party may assign its rights or delegate its duties under this Agreement, whether by assignment, further, subcontract or other means. Any such attempted assignment or delegation shall be void and shall constitute a material breach of this Agreement.
- 10.03 **SEVERABILITY.** In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.
- 10.04 **ENTIRE AGREEMENT.** This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached. 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.

IN WITNESS WHEREOF, the parties have executed this Agreement this 4th day of March, 2008.

APPROVED:

CITY OF ELLENSBURG:

Nancy N. Lillquist
Signatory
(Date 4 Feb 08)

Mayor
Title of Signatory

Nancy N. Lillquist
Print Name of Signatory

RECOMMENDED:

By: [Signature]
Energy Services Director,
City of Ellensburg

APPROVED AS TO FORM:

By: [Signature]
Jim Pidduck, City Attorney

ATTEST:

[Signature]
Coreen Reno, City Clerk

APPROVED:

BOARD OF COUNTY COMMISSIONERS
KITITAS COUNTY, WASHINGTON

[Signature]
Alan A. Crankovich, ~~Chairman~~ Vice Chair

[Signature]
David B. Bowen, ~~Vice Chair~~ Commissioner

[Signature]
Mark D. McClain, Commissioner, ~~Chairman~~

RECOMMENDED:

By: [Signature]
Director of Information Services,
Kittitas County

APPROVED AS TO FORM:

By: [Signature]
Stephanie U. Happold WSBA #38112
Deputy Prosecuting Attorney

ATTEST:

[Signature]
Julie Kjorsvik, Clerk of the Board



Exhibit A –GIS Resources Provided

- A.1 **COUNTY PROVISIONS.** The County shall provide the following GIS resources for the annual fee of \$12,000:
- Management of ESRI software and GIS data, including ArcGIS Server Standard Workgroup, ESRI License Manager, and Microsoft SQL Server
 - Ability to view GIS data through a web browser (ArcIMS and Freeance)
 - Up to 240 hours (average of 20 hours per month) of development assistance and training
 - Not to exceed 40 hours in any one calendar month
 - Work exceeding 40 hours in any one calendar month will be subject to the consulting services provision below (A.5)
- A.2 **SHARED PROVISIONS.** The County and Ellensburg will each provide the following resources for no fee:
- The County will provide two servers (see server specifications below in A.4) Ellensburg will provide two matching servers to mirror the software, software licenses, and data.
 - ArcGIS Server Standard Workgroup to host the software (ESRI License Manager and ESRI ArcGIS Server)
 - Microsoft SQL Server to host the data (ArcSDE)
 - Each party will provide the necessary server management for their servers, including the following:
 - Microsoft Windows Server 2003 software
 - Microsoft SQL Server 2005 software
 - Backup following the party's backup policy
- A.3 **ESRI SOFTWARE LICENSES.**
- The County agrees to allow Ellensburg to put their licenses on the County server and use the County's installed ESRI License Manager.
 - The City agrees to place their ESRI licenses on the County's server and use the County's ESRI License Manager.
 - Ellensburg and the County will send ESRI a letter of acknowledgement that the county will purchase all software on behalf of Ellensburg and use the County's ESRI license Manager.
 - The County will purchase ESRI licenses on behalf of Ellensburg and the County will invoice Ellensburg for actual costs.
 - A record will be maintained as to type and number of licenses purchased by Ellensburg.
 - Dissolution of this contract will result in all licenses purchased by Ellensburg be turned over to Ellensburg and a letter sent to ESRI describing such.

A.4 SERVER SPECIFICATIONS. The two servers at each location will follow these specifications:

- ArcGIS Server Standard Workgroup
 - CPU: 2x 3ghz Xeon (hyper threaded)
 - Memory: 4gb
 - Storage: 1.3tb (raid 5)
- MS SQL Server 2005
 - CPU: 2x 3ghz Xeon (hyper threaded)
 - Memory: 4gb
 - Storage: 1.3tb (raid 5)

The servers will be replaced on a three year rotation. At that time, server specifications will be reviewed and provided by the County to Ellensburg.

A.5 CONSULTING SERVICES. The County and Ellensburg agree that Ellensburg may use the County as a GIS consultant on a project by project basis. For each project Ellensburg will provide a scope of work to the County who will estimate the number of hours necessary to complete the project. Ellensburg will issue a purchase order for the estimated amount. The County will invoice Ellensburg at the project completion. Scope of work changes may result in revised estimates which would require revised purchase orders. All consulting services will be billed on a time and materials basis. Time will be billed at \$50 per hour.

A.6 FAILOVER. The County and Ellensburg agree to the following failover measures at no additional cost:

- The County will provide Ellensburg SQL Server DB weekly full and daily incremental backups.
- Each agency will maintain a copy of the ESRI License Manager (client licenses), ESRI ArcServer license, and ESRI software.
- Each agency will work together to design processes and services to streamline restoration in the event of an outage.
- Each agency will put forth a good faith effort to restore service to both agencies in the event of an outage.
- The agencies will work together to test the failover process at least annually.