

**AGREEMENT BETWEEN KITTITAS COUNTY AND KITTCOM  
FOR RECIPROCAL FIBER OPTIC AND INFORMATION TECHNOLOGY  
TRANSPORT COLLABORATION**

This Agreement is made by and between Kittitas County, Washington, a political subdivision of the State of Washington (the "County"), and KITTCOM, a Washington municipal corporation ("KITTCOM").

WHEREAS, the County is a municipal corporation organized and existing under the Washington State Constitution and the laws of the State of Washington, and particularly those set forth at RCW Title 36; and

WHEREAS, KITTCOM is a multi-jurisdictional public safety answering point services provider jointly and cooperatively created and administered by various public agencies in Kittitas County under the authority of an Interlocal Cooperative Agreement executed pursuant to RCW Chapter 39.34; and

WHEREAS, the County and KITTCOM wish to enter into an agreement to facilitate collaboration on Fiber Optic and Information Technology transport services; and

WHEREAS, the County's Board of County Commissioners authorized the execution of this Agreement by action taken at a regular meeting; and

WHEREAS, KITTCOM's Administrative Board authorized the execution of this Agreement by action taken at a regular meeting; and

NOW, THEREFORE, in consideration of the premises and promises, terms and conditions set forth below, it is hereby agreed as follows:

**ARTICLE I  
PURPOSE**

1.01 **Purpose.** The purpose of this Agreement is to set forth the terms and conditions under which the County and KITTCOM will collaborate on Fiber Optic and Information Technology transport services.

**ARTICLE II  
SERVICES**

2.01 **Services.** The County shall provide KITTCOM with use of certain fiber optic strands and co-location space for equipment. KITTCOM shall provide the County with the provisioning and maintenance of transport equipment to increase the bandwidth and transport capacity and shared multiplexed fiber optic transport between the County's IT network operation center and the Emergency Operations Center

network rack located within the fire station at 400 E. Mountain View Avenue, Ellensburg, Washington. The technical details describing this trade for services are detailed in Appendix A and Appendix B, which are is attached hereto and incorporated herein by reference.

2.02 **Evolution of Services.** The parties anticipate that the technologies supported, leveraged, and provisioned, under this agreement will evolve with time. Accordingly, the parties hereby authorize the administrators of this agreement to collaboratively make changes to the appendices in support of evolving technology and network topology needs.

### **ARTICLE III ADMINISTRATION**

3.01 **Administrators.** The KITTCOM Director shall be responsible for the administration of this Agreement on behalf of KITTCOM. The County IT Director shall be responsible for the administration of this Agreement on behalf of the County.

### **ARTICLE IV DURATION, RENEWAL, AND TERMINATION OF AGREEMENT**

4.01 **Duration, Renewal, and Termination.** This Agreement shall become effective when executed by both parties and shall automatically renew every five years unless terminated by mutual written agreement of the parties. Either party may unilaterally terminate this agreement at any time by providing not less than two years written notice of termination to the other party.

### **ARTICLE V COMPENSATION**

5.01 **Compensation.** The County and KITTCOM agree to provide the services specified in Appendix A as an exchange of services that are of like kind and value.

### **ARTICLE VI INDEMNITY**

6.01 **Claims.** To the extent of its comparative liability, each party shall indemnify, defend and hold the other party, its departments, elected and appointed officials, employees, and agents, harmless from and against any and all claims, damages, losses and expenses, including attorney's fees, for any bodily injury, sickness, disease, or death, or any damage to or destruction of property, including the loss of use resulting

therefrom, which are alleged or proven to be caused in whole or in part by a negligent act or omission of its officers, directors, and employees. This indemnification obligation shall not apply in the limited circumstance where the claim, damage, loss and/or expense is caused by the sole negligence of either party.

## **ARTICLE VII PERFORMANCE OF AGREEMENT**

**7.01 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.

**7.02 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 subject 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.

**7.03 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.

**7.04 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.

**7.05 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 VIII DISPUTES**

**8.01 Waiver Limited.** A waiver of any term or condition of this Agreement must be in writing and signed by the waiving party. 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.

8.02 **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.

8.03 **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.

## ARTICLE IX GENERAL PROVISIONS

9.01 **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.

9.02 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties. There are no understandings or agreements between parties other than those set forth in this Agreement. No other statement, representation or promise has been made to induce either party to enter into this Agreement.

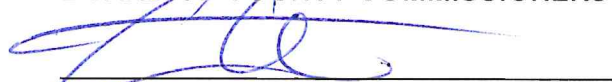
9.03 **Modification.** This Agreement may not be amended, supplemented or otherwise modified unless expressly set forth in a written agreement signed by the parties and adopted by resolution of each party's legislative authority except as provided in section 2.02 which is specifically intended to allow for the evolution of technology and system topology.

9.04 **Invalid Provisions.** The invalidity or unenforceability of any particular term or provision of this Agreement shall not affect the validity or enforceability of any other term or provision and, to the greatest extent possible, this Agreement shall be construed in all respects as if such invalid or unenforceable term or provision was intentionally omitted.

9.05 **Filing.** Pursuant to RCW 39.34.040, this Agreement shall be filed by KITTCOM with the Kittitas County Auditor prior to its entry into force. This Agreement shall also be filed with the KITTCOM Administrative Board Secretary.

Adopted this 5<sup>th</sup> day of March 2019

KITTITAS COUNTY, WASHINGTON  
BOARD OF COUNTY COMMISSIONERS

  
Chair

*[Handwritten Signature]*

Vice Chair

**ABSENT**

Commissioner



ATTEST:

*[Handwritten Signature]*  
Clerk of the Board

Adopted this 15<sup>th</sup> day of March, 2019

KITTCOM

*[Handwritten Signature]* Geoff Scherer

Chairman  
KITTCOM Administrative Board

ATTEST:

*[Handwritten Signature]*  
Administrative Board Secretary

Appendices  
 to  
 AGREEMENT BETWEEN KITTITAS COUNTY AND KITTCOM FOR RECIPROCAL FIBER OPTIC  
 AND INFORMATION TECHNOLOGY TRANSPORT COLLABORATION  
 February 14, 2019

Note: The parties agree that, in the event of a network outage or impairment, the first arriving technical personnel from either agency is authorized to begin restoration of services when an outage exists regardless of agency affiliation.

In accordance with the agreement, the Kittcom Director and County IT Director may alter this Appendix A as the systems needs and technologies evolve without re-executing agreement.

## Appendix A

<u>Kittitas County Strategic Goals</u>		<u>KITTCOM Strategic Goals</u>
<ul style="list-style-type: none"> <li>• Establish a “cross connection” meet point with Zayo fiber optic cable.</li> <li>• Establish a fiber optic connection between Court House and EOC room at Fire Station 29.</li> <li>• Establish a fiber optic connection serving solid waste facility at Ryegrass.</li> <li>• Accomplish above goals with minimal costs to the County.</li> <li>• Forge long term strategic relationships with allied agencies to support information technology “transport” needs.</li> </ul>	<p><b>Phase 1 Meet-Z</b></p>           <p><b>Q1-Q2 2019</b></p>	<ul style="list-style-type: none"> <li>• Establish long term privileges to collaboratively leverage and make use of Kittitas County fiber optic rights and assets.</li> <li>• Forge long term strategic relationships with allied agencies to support information technology “transport” needs (which include, but is not limited to, data, video, voice and radio).</li> </ul>
<ul style="list-style-type: none"> <li>• Leverage existing, fully committed, fiber optic assets to make ready and available additional bandwidth and future additional transport capabilities.</li> </ul>	<p><b>Phase 2 Upper County Mux/ DeMux</b></p>	<ul style="list-style-type: none"> <li>• Establish fiber optic connectivity between “lower” and “upper” county.</li> <li>• Establish an upper county POP (Point of Presence) in collaboration with County.</li> <li>• Establish geo-diverse paths and geo-diverse communications capabilities to improve resiliency of KITTCOM services</li> </ul>

		in the upper/west County.
<ul style="list-style-type: none"> <li>Leverage existing, fully committed, fiber optic assets to make ready and available additional bandwidth and future additional transport capabilities.</li> </ul>	<p><b>Phase 3 Far West County Mux/ DeMux</b></p>	<ul style="list-style-type: none"> <li>Establish fiber optic connectivity between "upper" county and the far west county.</li> <li>Establish a far west POP (Point of Presence) in collaboration with County.</li> <li>Establish geo-diverse paths and geo-diverse communications capabilities to improve resiliency of KITTCOM services in the upper/west County.</li> </ul>
<ul style="list-style-type: none"> <li>Prepare for future County data services east of Ryegrass.</li> </ul>	<p><b>Phase 4 Eastbound Mux/ DeMux</b></p>	<ul style="list-style-type: none"> <li>Establish fiber optic connectivity eastbound out of Ellensburg to TBD locations such as Kittitas Water Tank, near Ryegrass, and near Vantage.</li> </ul>





<ul style="list-style-type: none"> <li>• Provide Rack Space / Equipment Space, at upper County POP. Provide limited AC power if needed.</li> </ul>	<p style="text-align: center;"><b>Phase 3 Far West County Mux/ DeMux</b></p>	<ul style="list-style-type: none"> <li>• Provide, and maintain, Mux/DeMux equipment for multiplexed fiber connectivity between upper county POP and future far west county location.</li> <li>• Provide for County use (and maintain) necessary SFP lasers to light fiber between upper county POP and future far west county location for 1Gbps.</li> <li>• KITTCOM's intent during this phase is to get to a POP location in the area of Snoqualmie Pass and likely make ready locations along the way.</li> <li>• Provide for County use (and maintain), when needed, necessary SFP lasers to light fiber along this path for 1Gbps.</li> </ul>
<ul style="list-style-type: none"> <li>• Provide at the Ryegrass meet location a location to meet/drop/insert at an optical level.</li> <li>• Provide un-provisioned outdoor equipment space at the Ryegrass meet location. Provide limited AC power only if available and if needed.</li> </ul>	<p style="text-align: center;"><b>Phase 4 Eastbound Mux/ DeMux</b></p>	<ul style="list-style-type: none"> <li>• Provide for County use (and maintain), when needed, necessary SFP laser change to light fiber to Ryegrass last hop meet point for 1Gbps.</li> <li>• Provide, and maintain, Mux/DeMux equipment, when needed, for multiplexed fiber connectivity between KVFR and TBD points east.</li> <li>• KITTCOM's intent during this phase is to provision for a POP location at a radio/tower site in the area of the Kittitas City Water Tank, perhaps near Ryegrass, and near Vantage.</li> </ul>

End Table for Appendix A

Notes:

Work Phase 1 must occur first.

Work phases 2 and beyond may be implemented out of sequence.

## Appendix B

### Initial Proposed Allocation of Bandwidth

#### Minimum Bandwidth

- 1Gbs BiDi (unless technology to be transported requires less)
- Future migration path to 10Gbs (after technology and costs become feasible)

#### Mux/Demux Bandwidth along the "Phase 1" and "Phase 2" Paths

8 $\lambda$ , allocated as follows:

3 County

2 KITTCOM

3 reserved for future

End of Appendix B

End of Appendices