

AGREEMENT BETWEEN KITTCOM AND CENTRAL WASHINGTON UNIVERSITY

THIS AGREEMENT is made and entered into by and between KITTCOM, a Washington municipal corporation, hereinafter, "KITTCOM" and Central Washington University, hereinafter, "UNIVERSITY". Both entities may be referred to in this Agreement collectively as "Parties" or individually as "Party".

WITNESSETH:

WHEREAS, KITTCOM and UNIVERSITY have agreed to enter into this agreement under the authority of Chapter 39.34 RCW, also known as the Interlocal Cooperation Act, that authorize cooperative efforts between governmental entities in providing services; 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 Chapter 39.34 RCW; and

WHEREAS, UNIVERSITY desires that KITTCOM provide certain emergency call receiving and radio dispatch services for UNIVERSITY law enforcement officers; and

WHEREAS, KITTCOM has determined it has the necessary resources to provide said services as described below to UNIVERSITY.

NOW, THEREFORE, in consideration of the above and foregoing recitals, the payments to be made, the mutual promises and covenants herein contained, and for other good and valuable consideration, the Parties hereto agree as follows:

I. TERMS AND CONDITIONS:

- A. KITTCOM will provide emergency call receiving and dispatch services for UNIVERSITY as described in Appendix A of this Agreement.
- B. KITTCOM hereby grants permission for UNIVERSITY law enforcement officers to use KITTCOM's law enforcement radio frequencies only for the purposes described in this Agreement.
- C. UNIVERSITY law enforcement units are authorized to query the Washington State ACCESS system for routine data requests through KITTCOM.
- D. Under Washington State Law, KITTCOM bears the responsibility for ensuring that the law enforcement data communications network and any Criminal History Records Information received by means of such network shall be used solely for the purposes of the due administration of the criminal laws or for the purposes enumerated in RCW 43.43.760(3) and Chapter 314, Laws of 1977, First Ex. Sess., as now or hereafter amended. The UNIVERSITY hereby agrees that only authorized law enforcement personnel will have permission to use to KITTCOM's radio frequencies and that their use shall not cause KITTCOM to violate the provisions of the Law cited above. KITTCOM will assume that

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transmissions and information requests made by UNIVERSITY units are from persons authorized to access and possess such information.

- E. Modifications to this Agreement and minor adjustments to the procedures, policies and guidelines contained in Appendix A of this Agreement may be made with the mutual written consent of the Director of KITTCOM and the Chief of the Central Washington University Police Department.
- F. KITTCOM and UNIVERSITY agree that each party is responsible for compliance with Washington State's public disclosure laws.
- G. UNIVERSITY agrees to pay all costs necessary to assure that its police units can adequately communicate with KITTCOM on KITTCOM's primary law enforcement dispatch frequency. KITTCOM assumes no liability for the failure of University's radio equipment, either mobile, portable or fixed base.
- H. KITTCOM shall have a copy of this Agreement posted on the Kittitas County website, as well as with any other applicable government agencies, as required by Chapter 39.34 RCW.

II. FEE FOR SERVICES

- A. For the thirty months of this agreement, (July 1, 2019 through June 30, 2021), UNIVERSITY agrees to pay KITTCOM thirty thousand, two hundred ninety-seven dollars & fifty cents (\$30,297.50) per quarter for call receiving and dispatch services as specified in Appendix A of this agreement. In addition, UNIVERSITY agrees to pay KITTCOM two thousand, three hundred, seventy-five dollars (\$2,375.00) per quarter for Spillman and technology services provided per Appendix A. KITTCOM shall transmit billing to the UNIVERSITY by the following dates: July 15th, October 15th, January 15th and April 15th. Payments shall be made to KITTCOM in quarterly installments, in advance, with the first payment due within 45 days of the execution of this agreement.
- B. KITTCOM may terminate UNIVERSITY's dispatch services under this agreement for non-payment with 30 days written notice to the Chief of the University Police Department if UNIVERSITY fails to pay its quarterly fee for KITTCOM's services within 45 days of the beginning of each calendar quarter.
- C. KITTCOM shall invoice UNIVERSITY quarterly, in advance, referencing UNIVERSITY's purchase order provided for such services. Invoices shall be sent to: Central Washington University, Accounts Payable Department, 400 E. University Way, Ellensburg, WA 98926. UNIVERSITY agrees to advise KITTCOM if the address for billing changes.
- D. UNIVERSITY shall make payments to KITTCOM, c/o Ellensburg City Finance Department, 501 N. Anderson St., Ellensburg, WA 98926.

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III. DURATION:

- A. This agreement shall be effective January 1, 2022, and end on June 30, 2024 unless terminated sooner by either party with at least one hundred eighty (180) days written notice. The parties agree to consider entering into a succeeding agreement at least three months prior to expiration of this agreement.

IV. LIABILITY

- A. KITTCOM and UNIVERSITY agree that each party shall, at all times, be solely responsible for its own acts and omissions associated with the performance of this agreement. Each party shall indemnify, defend and hold the other party harmless from any claims, damages or judgments, including attorney's fees, expert witness fees and all other costs said party may sustain as a result of negligence by the other party arising out of the performance of this Agreement.

V. TERMINATION

- A. Either party may terminate this agreement with one hundred eighty (180) days written notice to the other party. Any accumulated fees for services shall be pro-rated back from the termination date.

VI. CONTACT INFORMATION

- A. The Director shall administer this agreement for KITTCOM and Jason Berthon-Koch shall administer this agreement for the UNIVERSITY.
- B. The following shall be the Parties' contact persons for administration of this agreement:

George Long	Jason Berthon-Koch
Director	Chief of Police
KITTCOM (Kittitas County 9-1-1)	CWU Police Department
700 Elmview Rd	400 University Way
Ellensburg, WA 98926	Ellensburg, WA 98926
(509) 925-8530	509-963-2959

VII. DISPUTES

- A. In the event that a dispute arises regarding any matter addressed in or related to this Agreement, the Parties agree first to attempt to resolve such dispute by a telephone call between the Director & Chief of Police of each Party, or authorized designee(s). If the matter is not resolved by consultation in a telephone call, the Parties agree that before taking any other action or seeking any remedy, the Parties' Director & Chief of Police, or authorized designee(s), will participate in a good faith in-person negotiation to resolve any such dispute.

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- B. This Agreement shall be governed exclusively by the laws of the State of Washington. Venue of any action brought to interpret or enforce the terms of this Agreement shall be in the Superior Court of Kittitas County, Washington.
- C. 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.

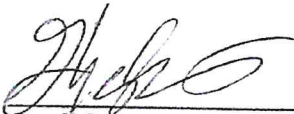
VIII. GENERAL PROVISIONS

- A. 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.
- B. 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.
- C. No fixed assets or personal or real property will be jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement.
- D. 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.
- E. The elected and appointed officials and employees of the Parties shall not have any personal interest, direct or indirect, in this Agreement which gives rise to a conflict of interest.
- F. No portion of this Agreement may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of both parties.
- G. Subject to the requirements of any applicable statute, any notices required or permitted by law or under this Agreement shall be in writing and shall be (i) personally delivered, or (ii) sent by first class certified or registered mail, return receipt requested, with postage prepaid, or (iii) dispatched by facsimile transmission (accompanied with reasonable evidence of receipt of transmission and with a confirmation copy mailed no later than the day after transmission) to the Parties' addresses set forth in Article VI.
- H. 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


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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.

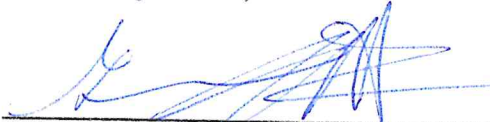
- I. This Agreement contains all the terms and conditions agreed upon by the Parties. This Agreement may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. The recitals to this Agreement are incorporated by reference and are part of the Agreement. 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.
- J. The headings of sections and paragraphs of this Agreement are for convenience of reference only and are not intended to restrict, affect or be of any weight in the interpretation or construction of the provisions of such sections or paragraphs.
- K. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provisions of this Agreement and any statute, law, public regulation or ordinance, the latter shall prevail, but in such event, the provisions of this Agreement affected shall be curtailed and limited only the extent necessary to bring it within legal requirements.
- L. This Agreement has been submitted to the scrutiny of all Parties and their counsel, if desired, and it shall be given a fair and reasonable interpretation in accordance with its words, without consideration or weight given to its being drafted by any Party or its counsel. No stricter construction or interpretation of the terms hereof shall be applied against any Party as the drafter hereof. All words used in the singular shall include the plural; the present tense shall include the future tense; and the masculine gender shall include the feminine and neuter gender.



Geoff Scherer
KITTCOM Administrative Board Chair
Date: ~~October~~ 27, 2021



Andreas Bohman
Vice President of Operations,
Central Washington University
Date: October 20, 2021



ATTEST: George Long
Board Secretary



ATTEST: Stuart Thompson
Director of Contracts

Approved as to form:

AG'S Signature on File
Alan Smith
Assistant Attorney General

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APPENDIX A

1. KITTCOM shall provide UNIVERSITY with emergency call receiving for 9-1-1 calls and emergency calls received or forwarded from UNIVERSITY, including UNIVERSITY's emergency "blue light" phones.
2. KITTCOM shall dispatch UNIVERSITY's police units and maintain status of said units at all times.
3. KITTCOM shall generate UNIVERSITY specific case numbers for each UNIVERSITY event.
4. KITTCOM dispatchers shall have available UNIVERSITY provided lists of UNIVERSITY's Police personnel, student listings file, telephone directory, and counselors. UNIVERSITY agrees to provide said paper lists to KITTCOM and to maintain same. KITTCOM may, at its discretion, add said lists to its CAD system.
5. KITTCOM shall transfer non-police related calls involving or affecting UNIVERSITY to UNIVERSITY's police office.
6. KITTCOM shall maintain a tow truck rotation for UNIVERSITY.
7. KITTCOM shall dispatch a UNIVERSITY police unit to all motor vehicle and accidents occurring on UNIVERSITY's property, including non-injury motor vehicle accidents with damage below the reporting threshold defined by law.
8. UNIVERSITY will test its "blue light" emergency telephones only when such tests will not adversely affect any in progress emergencies at KITTCOM.
9. UNIVERSITY's police office will transfer any emergency calls received to KITTCOM.
10. UNIVERSITY agrees to inform KITTCOM in writing if KITTCOM's personnel violate any of the policies, procedures or guidelines in this Appendix.
11. UNIVERSITY agrees that KITTCOM's occasional failure to perform the services described in this Appendix shall not be cause to invalidate this agreement, unless KITTCOM routinely fails to take corrective action after being notified by UNIVERSITY of misapplications of the policies, procedures or guidelines contained in this Appendix.
12. KITTCOM shall assist UNIVERSITY'S staff with the system administration of UNIVERSITY'S Spillman Data Systems Records Management System, Spillman Mobile application and NetMotion.