

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

**RESOLUTION
NO. 2019- 134**

**RESOLUTION TO AUTHORIZE EXECUTION OF AN INTERLOCAL AGREEMENT
BETWEEN KITTITAS COUNTY AND KITTCOM FOR GEOGRAPHIC
INFORMATION SERVICES ANALYST**

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, there is any opportunity to improve Geographic Information Services throughout Kittitas County through a collaboration of resources between KITTCOM and the Kittitas County Information Technology Department; and

WHEREAS, the collaboration is in the best interest of the County and should occur in the manner detailed in the Agreement that is 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 KITTCOM that is attached hereto, and incorporated herein by reference.

DATED this 26th day of August, 2019, at Ellensburg, Washington.

BOARD OF COUNTY COMMISSIONERS
KITTITAS COUNTY, WASHINGTON

ABSENT

Cory Wright, Chairman

Brett Wachsmith, Vice-Chairman

Laura Osiadacz, Commissioner



- _____
 Clerk of the Board, Julie Kjorsvik
 Deputy Clerk of the Board, Mandy Buchholz

**GEOGRAPHIC INFORMATION SERVICES ANALYST
AGREEMENT BETWEEN KITTITAS COUNTY AND KITTCOM**

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;

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 arrange for the employment of a Geographic Information Services (GIS) Analyst to provide specified GIS data in accordance with the terms and conditions in this Agreement, including:

- Appendix A: Scope of Work
- Appendix B: Compensation/Funding
- Appendix C: Training
- Appendix D: Equipment/Licensure
- Appendix E: Performance Review

Copies of which are attached hereto and incorporated herein by this reference as if set forth herein;

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

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**

The purpose of this Agreement is to set forth the terms and conditions under which a Geographic Information System (GIS) Analyst will be employed by the County to work for the Kittitas County Information Technology Department and in coordination with KITTCOM to provide specified GIS data necessary to meet the Washington State E911 objectives.

**ARTICLE II
SERVICES**

County will employ a GIS Analyst to perform the services described in Appendix A. KITTCOM will provide the mandatory training schedule and licensure described in Appendix C and supply equipment and equipment terms described in Appendix D.

**ARTICLE III
ADMINISTRATION**

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**

This Agreement shall become effective when duly executed for a period of five (5) years. This Agreement will automatically renew for subsequent periods of one (1) year unless either Party gives the other written notice of termination at least ninety (90) days prior to the expiration of the then-current Term.

KITTCOM reserves the right to terminate this Agreement and contract with a third party for GIS services in the event that the GIS Analyst separates from employment with the County and a suitable replacement cannot be found within a reasonable period of time. It is within KITTCOM's sole discretion to determine what will be considered a reasonable period of time.

KITTCOM further reserves the right to terminate this Agreement by providing as much notice as practicable in the event that state funding is ever suspended or compromised.

Either Party may unilaterally terminate this Agreement by providing 90 days written notice to the other Party.

**ARTICLE V
COMPENSATION**

KITTCOM will provide funds to the County to assist with the employment costs for the GIS Analyst as described in Appendix B.

**ARTICLE VI
PERFORMANCE REVIEW OF ANALYST**

The Administrators shall schedule an annual performance review as described in Appendix E.

**ARTICLE VII
INDEMNITY**

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 VIII
PERFORMANCE OF AGREEMENT**

8.01 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, discrimination, and CJIS regulations.

8.02 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, the Washington State Auditor's Office, and the Washington State E911 Office. Each Party shall retain all such books, records, documents and other materials for the applicable retention period under federal and Washington law.

8.03 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.

ARTICLE IX DISPUTES

9.01 **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.

9.02 **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.

9.03 **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Washington. Venue shall be determined by RCW 36.01.050. 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 X GENERAL PROVISIONS

10.01 **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.

10.02 **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.

10.03 **Modification.** This Agreement may be amended by written agreement of the Parties. The Administrators are authorized to make necessary changes to Appendix C, D, and/or E by mutual written consent without the need for a formal amendment. All other changes must be approved by the Parties.

10.04 **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.

10.05 **Filing.** Pursuant to RCW 39.34.040, this Agreement shall be filed 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 26 day of August, 2019

**BOARD OF COUNTY COMMISSIONERS
KITITAS COUNTY, WASHINGTON**



Attest:

[Handwritten signature]

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

Cory Wright, Chairman

[Handwritten signature]

Brett Wachsmuth, Vice-Chairman

[Handwritten signature]

Laura Osiadacz, Commissioner

Adopted this 12th day of Sept, 2019

KITTCOM

[Handwritten signature]

, Chairman

KITTCOM Administrative Board

ATTEST:

[Handwritten signature]

Administrative Board Secretary

APPENDIX A SCOPE OF WORK

Kittitas County GIS will provide the oversight, day to day administration, implementation, integration, and maintenance of spatial data management and analysis, Computer Aided Dispatch (CAD) geocoding and mapping services, Master Street Address Guide (MSAG), 911 addressing, including server, software, and database applications.

Kittitas County GIS will work closely with the KITTCOM Director and management personnel to develop and review changes to the position job description and coordinate program planning, strategies, project goals, and objectives of KITTCOM's GIS program in order to meet KITTCOM's purpose and objectives.

The GIS Analyst will perform all work in a manner consistent with applicable Kittitas County policies, rules, and regulations.

ESSENTIAL JOB DUTIES AND FUNCTIONS PROVIDED TO KITTCOM INCLUDE:

- Analyst will serve as the designated State E911 GIS and Mapping Coordinator for KITTCOM and is expected to plan, develop, coordinate, and implement KITTCOM's GIS and MSAG systems, activities, and programs in coordination with the objectives and goals of the State GIS Program.
- Analyst will represent the interests of KITTCOM and acts as the primary point of contact with regard to KITTCOM's GIS and mapping program and activities; act as the KITTCOM liaison to various boards, committees, task forces, and other groups; attends and actively participates in local and regional system user groups.
- Attend various local, regional, and state meetings as required and as assigned; prepares and delivers presentations, prepares meeting minutes and reports as needed.
- Coordinate KITTCOM's GIS and mapping activities with local public safety agencies, various governmental agencies, and other related agencies, as needed; provides strong customer service to establish effective and cooperative relationships and appropriate utilization of GIS services and activities with various agencies.
- Performs detailed GIS spatial analysis; including notifications, buffering, and zone consolidation; develops and maintains data layers, using GIS tools, CAD tools and relational databases; enters attribute data pertaining to specific features into a relational database.

The KITTCOM Director will be invited to sit on any applicant interview panel for this GIS Analyst position.

**APPENDIX B
COMPENSATION/FUNDING**

The GIS Analyst position is partially supported by the Washington State E911 Program and contingent on and subject to the State E911 Office grant specifications; at least fifty-percent of the work time in this position is allocated to serving State E911 GIS objectives, programs, and activities.

KITTCOM will provide funding towards GIS Analyst salary/benefits:

\$50,000.00 per calendar year (1st year will be pro-rated)

Funding towards training/travel: case by case, at the State per diem rates, approved by KITTCOM Director:

<https://ofm.wa.gov/sites/default/files/public/resources/travel/colormap.pdf>

Kittitas County will invoice KITTCOM on or before the last day of each month \$4,167 for that month's salary/benefits plus any KITTCOM approved training/travel expenses. In order for KITTCOM to meet invoicing requirements of the State E911 Office grant, each June invoice must be dated by June 30th.

APPENDIX C TRAINING

The GIS Analyst serves as the State E911 GIS-MSAG Coordinator for Kittitas County; work requires active and ongoing participation with various State E911 committees, as well as attendance at other related meetings, professional conferences, and state-sponsored training.

Mandatory training/meetings:

- E911 GIS Subcommittee Meetings (monthly) in person /conference call when available
 - September 12th, 2019
 - November 14th, 2019
 - And proposed schedule for next year
 - GIS Subcommittee Teleconference: January 9th, 1:00-3:00
 - GIS Subcommittee Teleconference: March 12th, 1:00-3:00
 - GIS Subcommittee Teleconference: May 14th, 1:00-3:00
 - GIS Subcommittee Teleconference: July 9th, 1:00-3:00
 - GIS Subcommittee Teleconference: September 10th, 1:00-3:00
 - GIS Subcommittee Teleconference: November 12th, 1:00-3:00
- E911 Coordinator's Forum (3 forums per year, must attend the forum with the GIS course emphasis)

Additional training options, must attend 911 specific courses:

- NENA (National Emergency Number Association) Conference (2019 is in Long Beach, CA)
- WAURISA Conference (May)
- ESRI UC (July)

Training to prepare for the position:

- Sit-ins with KITTCOM Emergency Services Dispatchers to understand how the information is used for 9-1-1 and public safety responders, 2-4 hours each, at least monthly
- Sit-ins with Lynn Palmer, Rivercom GIS Analyst in Wenatchee, WA
- Intrado (West) 9-1-1 phone system map training
- Motorola (Spillman) CAD system map training

APPENDIX D
EQUIPMENT/LICENSURE

KITTCOM will provide:

- 1 desktop computer
- 2 monitors
- 1 laptop computer and docking station

Equipment is funded by E911 funds and subject to the E911 retention schedule which renews in 2019/2020.

The provided equipment must be returned to KITTCOM immediately upon termination of this Agreement.

ESRI Licensing:

- Kittitas County will provide the licensing. KITTCOM will pay for a desktop license and a server license.

APPENDIX E
PERFORMANCE EVALUATION

To ensure the continued success of this collaborative Agreement, the Administrators shall meet annually at a mutually agreed upon place and time (more often if the need arises) to discuss each Party's satisfaction with the performance of the GIS Analyst and his/her ability to reach the objectives stated herein.

Kittitas County IT Director will be responsible for performing the annual performance appraisal and will act in good faith to address concerns related to the performance of the Analyst and the Agreement.