

**INTERLOCAL AGREEMENT BETWEEN
KITTCOM AND THE KITTITAS COUNTY PUBLIC UTILITY DISTRICT
FOR DISPATCH & AFTER-HOURS CALLOUT SERVICES**

This interlocal agreement (“Agreement”) is made by and between KITTCOM - Kittitas County 911 (“KITTCOM”) and the Kittitas County Public Utility District (“PUD”).

WITNESSETH:

WHEREAS, Chapter 39.34 of the Revised Code of Washington, the Interlocal Cooperation Act, provides the capability for public agencies to cooperate by providing services and facilities for mutual advantage; and

WHEREAS, PUD desires KITTCOM to provide certain dispatch and after-hours callout services to PUD; and

WHEREAS, KITTCOM has determined it has the necessary resources and agrees to provide such services to PUD under the terms and conditions herein; and

WHEREAS, PUD is obligated for the cost of the work described herein; and

NOW THEREFORE, for and in consideration of the promises and conditions set forth herein, and other good and valuable consideration, the adequacy of which is hereby acknowledged, the Parties agree as follows:

I. Background

The Kittitas County Public Utility District (PUD) manages approximately 2,333 square miles of service territory in Kittitas County, Washington. KITTCOM is the consolidated dispatch center for public safety agencies in Kittitas County and currently KITTCOM has the ability to provide dispatch services and after-hours callout to PUD as needed or requested, under the authority of Chapter 39.34 RCW, better known as the Interlocal Cooperation Act.

II. Purpose

The purpose of this contract is to establish the terms by which KITTCOM will provide dispatch services and after-hours callout as needed or requested by PUD while working in Kittitas County, Washington.

Interlocal Agreement between KITTCOM and PUD
To provide after-hours callout and dispatch services.

III. Roles and Responsibilities

a. KITTCOM

- 1) KITTCOM will provide dispatch services and after hours callout to PUD personnel as detailed in the attached Appendix A.
- 2) Will invoice PUD each month for provided services and costs, subject to the provisions of Section V below.
- 3) Will provide the services as described in Appendix A of this Agreement on a best efforts basis. KITTCOM does not guarantee that the services in this Agreement will be provided at all times and without interruption and assumes no risk nor liability should these services not be provided any particular time given KITTCOM's other emergency dispatch responsibilities. KITTCOM assumes no responsibility for any failure to receive PUD radio traffic, regardless of the reason.
- 4) The PUD grants permission for KITTCOM to utilize the PUD frequency only for the purposes described in this Agreement.

b. PUD

- 1) Hereby agrees that only authorized PUD personnel shall have permission to use KITTCOM's radio frequencies. PUD shall indemnify and hold KITTCOM harmless if PUD allows unauthorized persons access the system.
- 2) Agrees to pay all costs necessary to insure that its authorized personnel can adequately communicate with KITTCOM on KITTCOM's designated dispatch frequency. KITTCOM assumes no liability for the failure of PUD's radio and computer equipment, either mobile or portable or fixed base.
- 3) Will provide the requirements assigned to it as described in Appendix A of this Agreement.

IV. Indemnification

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

V. Compensation:

PUD shall pay KITTCOM a maximum fee of \$3,177.63 obligated from FY 2019 funding (a maximum \$1,059.21 per month) in support of this project for the term of this agreement, subject to the following:

Once KITTCOM's 2019 budget is adopted by the KITTCOM Administrative Board in late 2018, KITTCOM will calculate what PUD's cost for dispatch services would have been if PUD had been charged for dispatch services using the same basis for calculation used to determine dispatch charges for KITTCOM's Interlocal member agencies 2019. In the event PUD needs more time to transition to the new call center, this agreement can be amended month by month until completed.

VI. Term:

This Agreement shall commence on January 1, 2019 and terminate on March 31, 2019 unless terminated sooner by either party. The parties agree to consider in good faith entering into a succeeding agreement at least three months prior to expiration of the term of this Agreement.

VII. Termination:

Either party may terminate this Agreement with seven (7) days written notice to the other party. Any unpaid and accrued fees for services shall be pro-rated as of the termination date.

If either party defaults by failing to perform any of the obligations of the Agreement, the aggrieved party may, by depositing written notice to the other party in the U.S. mail, postage prepaid, terminate the Agreement and pursue any remedies available to it under law subject to a 10 day opportunity to cure.

VIII. Billing:

KITTCOM will bill PUD by mailing an invoice to the PUD at 1400 E Vantage Hwy in Ellensburg, WA 98926 or by emailing an invoice to karen.galbraith@kittitaspud.com and matt.boast@kittitaspud.com. Payments shall be made within 30 days of receipt of the invoice.

IX. General Terms and Conditions:

- a. **Jurisdiction 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 and proper venue for any and all suits brought to enforce or interpret the provisions of this Agreement.
- b. **Right to Review.** This Agreement is subject to review by any Federal or State auditor.

The parties shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for 6 years after contract termination.

- c. **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.
- d. **Modification.** Either party may request changes in the Agreement. Any and all agreed modifications shall be in writing and signed by each of the parties. No terms or conditions of this Agreement shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.
- e. **Notice.** For all purposes under this Agreement, except as set forth elsewhere in the Agreement and for service of process, notice shall be given to:

To KITTCOM:

KITTCOM
Attn: Darlene Mainwaring
700 Elmview Rd.
Ellensburg, WA 98926

To PUD:

Kittitas County Public Utility District
Attn: Matt Boast
1400 E Vantage Hwy.
Ellensburg, WA 98926

Notice may be given by delivery or by depositing in the U.S. Mail, first class, postage prepaid.

- f. **Severability.** If any term or condition of this Agreement or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications 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.
- g. **Waiver.** Either party's failure or delay to insist upon strict performance of any of the provisions of this Agreement or to exercise any rights or remedies under this Agreement shall not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon any such provisions, rights or remedies in that or any other instance, rather the same shall be and remain in full force and effect. Waiver of any breach or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No terms or conditions of this Agreement shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.
- h. **Remedies.** The rights and remedies of the parties set forth in any provision of this

Interlocal Agreement between KITTCOM and PUD
To provide after-hours callout and dispatch services.

Agreement are in addition to and do not in any way limit any other rights of remedies afforded to the parties by any other provisions of this Agreement or by law.

- i. **Headings.** 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.
- j. **Administrator.** Pursuant to RCW 39.34.030(4)(a), the administrator for this agreement shall be the Director of KITTCOM.
- k. **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.
- l. **Filing.** KITTCOM shall post this Agreement on its website as well as provide a copy of this Agreement to Kittitas County so it shall be posted on the Kittitas County's public website pursuant to RCW 39.34.040.
- m. **Public Disclosure.** KITTCOM and PUD agree that each party is responsible for compliance with Washington State's public disclosure laws.

[This Space Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates noted below.

Mary L. Morgan, Administrative Board Chair
KITTCOM

Matt Boast, General Manager
Kittitas County Public Utility District

Date: _____, 2018

Date: _____, 2018

ATTEST: _____
Darlene Mainwaring

ATTEST: _____
Kylee Reuble

Board Secretary

Interlocal Agreement between KITTCOM and PUD
To provide after-hours callout and dispatch services.

APPENDIX A

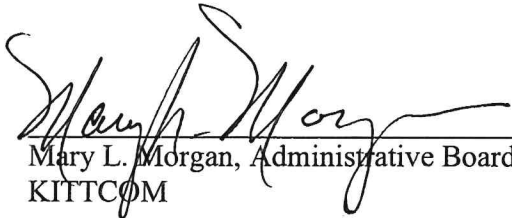
1. KITTCOM will generate PUD specific case numbers for each PUD event and radio log each phone call made to PUD personnel.
2. KITTCOM dispatchers will have available PUD provided lists of PUD personnel. PUD agrees to provide said list via email or in person to KITTCOM and to maintain the same. KITTCOM may, at its discretion, add said lists to its CAD system.
3. KITTCOM will provide after-hours callout for PUD personnel.
4. PUD 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 PUD.

Agreement are in addition to and do not in any way limit any other rights of remedies afforded to the parties by any other provisions of this Agreement or by law.

- i. **Headings.** 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.
- j. **Administrator.** Pursuant to RCW 39.34.030(4)(a), the administrator for this agreement shall be the Director of KITTCOM.
- k. **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.
- l. **Filing.** KITTCOM shall post this Agreement on its website as well as provide a copy of this Agreement to Kittitas County so it shall be posted on the Kittitas County's public website pursuant to RCW 39.34.040.
- m. **Public Disclosure.** KITTCOM and PUD agree that each party is responsible for compliance with Washington State's public disclosure laws.

[This Space Intentionally Left Blank]

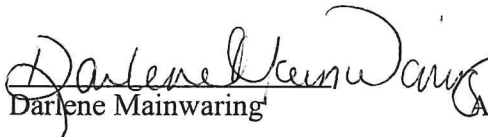
IN WITNESS WHEREOF, the parties have executed this Agreement on the dates noted below.


Mary L. Morgan, Administrative Board Chair
KITTCOM

Matt Boast
Matt Boast (Dec 10, 2018)
Matt Boast, General Manager
Kittitas County Public Utility District

Date: Dec 13, 2018

Date: Dec 10, 2018, 2018

ATTEST: 
Darlene Mainwaring
Board Secretary

ATTEST: 
Kylee Reuble

Interlocal Agreement between KITTCOM and PUD
To provide after-hours callout and dispatch services.

Amendment #1

This Amendment to the Agreement between KITTCOM and Kittitas County Public Utility District is effective as the date last signed below ("Effective Date"), amends the date of completion of dispatch services to no later than June 30, 2019 .

Whereas, the KITTCOM Director and General Manager desire to extend the completion of dispatch services to no later than June 30, 2019. No other terms of the existing agreement are changed.

As per Section IX. General Terms and Conditions, d, regarding 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 General Manager of Kittitas County Public Utility District.

The Parties have executed this amendment as of the effective date as signed below.

KITTCOM

Kittitas County Public Utility District

Darlene Mainwaring, Director

Matt Boast, General Manager

Darlene Mainwaring 3-12-19

Matt Boast
Matt Boast (Mar 11, 2019)

Mar 11, 2019

Signature

Date

Signature

Date