

**465610**Page: 2 of 5
02/11/2003 02:08P
AGR 27.00

Jefferson County, WA JEFFERSON COUNTY COM

**REGIONAL SERVICE AGREEMENT
(COMPUTER AND INTERNET SUPPORT)**

by and between

Jefferson County

and

the City of Port Townsend

THIS AGREEMENT is entered into by and between the City of Port Townsend, a municipal corporation of the State of Washington (hereinafter referred to as "the City"), and Jefferson County, a municipal corporation and political subdivision of the State of Washington (hereinafter referred to as "the County"), for certain Regional Services as described.

RECITALS

WHEREAS, Chapter 39.34 RCW permits local governmental units to make official use of their powers enabling them to cooperate with other localities on the basis of mutual advantage; and

WHEREAS, the City and the County agree that providing certain services on a regional basis will provide more efficient, effective, and less costly services for citizens within both the City and unincorporated portions of the County, thereby better serving the public; and



465610

Page: 3 of 8
02/11/2003 02:05P
AGR 27.00

Jefferson County, WA JEFFERSON COUNTY COM

Regional Services Agreement: Computer and Internet Support**Page 2**

WHEREAS, these regional services are in addition to statutory services provided by Jefferson County, as a political subdivision of the State, on behalf of all the citizens of the County funded by County property taxes levied on properties within Port Townsend, and

WHEREAS, the level of funding provided by the City for this AGREEMENT controls and dictates, to some extent, the scope and quantity of services that the County is capable of providing pursuant to this AGREEMENT, the City shall make all good faith efforts to fund this AGREEMENT in the full amount listed below and shall notify the County in writing as soon as reasonably and practicably possible if and when it finds it cannot; and

WHEREAS, the City adopted Resolution 99-076 and the County adopted resolution 96-99 declaring an "Intent to Facilitate and Examine Joint Ventures of Common Service Programs Jointly with City of Port Townsend"; and

WHEREAS, the City adopted Resolution 02-058 authorizing the City Manager to execute a Contract with the County whereby the County provides computer and internet support to the City for the year 2003; and

WHEREAS, it is the goal of the City and County to serve their citizens by providing such regional type services on an equitable cost basis; and

WHEREAS, the City and the County have the technical and professional expertise to provide services described in this agreement.

NOW, THEREFORE, in Consideration of the Mutual Covenants Contained Herein, and pursuant to provisions of Ch. 39.34 RCW, the parties agree as follows:

AGREEMENT

- PURPOSE.** It is the purpose of this AGREEMENT to provide the City with Computer, Network, and Internet Support by contracting for said services from the County, and to set forth the powers, rights, and responsibilities of the parties to this AGREEMENT.



465610

Jefferson County, WA JEFFERSON COUNTY COM

Page: 4 of 8
02/11/2003 02:08P
ADR 27.00Regional Services Agreement: Computer and Internet Support

Page 3

2. **DURATION.** This AGREEMENT shall be in effect when the terms of Section 7.2 of this AGREEMENT are satisfied and terminate at midnight on the 31st day of December, 2003, unless it is modified, extended, or terminated in accordance with the terms thereof.
3. **SUPERSEDES.** This agreement supersedes all previous agreements or amendments.
4. **FUNDING FORMULA.** The formula for funding distribution, when based on annual service activity, shall be calculated as the last quarter of the previous year and the first three quarters of the current year.
5. **PROGRAM SERVICES.** The following program services shall be provided through this agreement, to the extent made possible by the County's lawfully adopted budget Ordinance and the City's funding of this AGREEMENT:
 - 5.1 **Computer/Network/Internet Services**

In the absence of any history to establish appropriate formula for this service, the parties have arrived at a current funding level based upon a negotiated agreement between the City and the County.
6. **COUNTY PERFORMANCE.** The County agrees as follows:
 - 6.1 The County shall sufficiently staff, operate and maintain contracted services at a level commensurate with those services as currently provided to the extent authorized by the lawfully adopted budget Ordinances of the City and County.
 - 6.2 For Computer, Network, and Internet service:
 - 6.2.1 Support shall be limited to maintaining computer hardware, servers, router, and other systems associated with the computer workstation(s) and network and Internet access.



465610

Jefferson County, WA JEFFERSON COUNTY COM

Page: 8 of 8
02/11/2003 02:05P
AGR 27.00

Regional Services Agreement: Computer and Internet Support

Page 4

- 6.2.2 Internet access shall be limited by terms and conditions allowed under Jefferson County's Internet access agreement with the State of Washington Department of Information Services.
- 6.2.3 Internet services shall also include hosting of City of Port Townsend web-site on County owned web services subject to limitations of current web services.
- 6.3 The County shall maintain records and statistics of the operation of said contracted services for administrative and financial purposes. The County shall, upon request of the City, furnish a monthly report of activities and finances related to said activities. The County will furnish a quarterly statement for the purpose of billing per this agreement.
- 6.4 The County shall operate and maintain said services in accordance with all applicable state laws, regulations, and codes.
7. **CITY PERFORMANCE.** The City agrees as follows:
- 7.1 To contract for and reimburse the County for services per the amount as shown below. Reimbursement shall be made in four quarterly payments equal to 25% of the amount shown, the first of which shall be due within fifteen (15) business days of the date the last party executes this Agreement with the three remaining quarterly payments due on May 1, 2003, August 1, 2003 and November 1, 2003.

7.1.1 Reimbursement for Regional Services

<u>Service</u>	<u>Annual</u>	<u>Quarterly</u>
Computer/Network/Internet	\$40,000	
Total	\$40,000	\$10,000



465610

Page: 6 of 9
02/11/2003 02:08P
AGR 27.00

Jefferson County, WA JEFFERSON COUNTY COM

Regional Services Agreement: Computer and Internet Support

Page 5

- 7.2 The obligation of the County to perform its obligations pursuant to this AGREEMENT shall not accrue until the City transmits the following to the County's Administrator: 1) an executed copy of this AGREEMENT, 2) a copy of the Resolution, Ordinance or other executed document authorizing execution of this AGREEMENT by a City official or agent on behalf of the City and 3) a certified copy of the City's budget Ordinance #2826 for the year 2003.
8. **LIABILITIES.** Except for liability that is subject to immunity as provided in Chapter 38.52 RCW, each party agrees to defend, indemnify, and to hold the other party harmless from any claims directly resulting from such party's sole negligence and from actions or omissions that are solely attributable to any employee, official, or agent of such party.
9. **DISPUTES BETWEEN THE PARTIES.** The following dispute resolution mechanisms shall govern this agreement:
- 9.1 Should a dispute arise between the City and the County, the parties may resolve the same by submitting the dispute for resolution by negotiation between the parties or non-binding mediation through the Peninsula Dispute Resolution Center. The mediator shall be selected by mutual agreement of the parties and the cost of mediation shall be shared equally between the parties. Should the parties be unable to negotiate a resolution or refuse to accept a mediated resolution to a dispute, then the parties agree that the proper venue for any legal action regarding this AGREEMENT shall be the Jefferson County Superior Court.
- 9.2 In the event a dispute over the terms of this AGREEMENT necessitates the procurement of legal services, the prevailing party shall be entitled to reasonable attorneys fees and costs.



465610

Page: 7 of 8
02/11/2003 02:08P
AGR 27 00

Jefferson County, WA JEFFERSON COUNTY COM

Regional Services Agreement: Computer and Internet Support**Page 6**

- 9.3 Neither party to this AGREEMENT can terminate this AGREEMENT pursuant to Section 10.3.1 below for an alleged "consistent pattern of violation, etc..." unless they first notify the respective County or City Administrator in writing of the facts which constitute an alleged "consistent pattern of violation" and provide the party to this AGREEMENT that is allegedly not in compliance with this AGREEMENT ten (10) business days to cure or remedy the alleged failure of performance.
10. **MODIFICATION, WITHDRAWAL AND TERMINATION.** This agreement may be modified, withdrawn or terminated as follows:
- 10.1 This AGREEMENT may be modified or extended in duration by mutual agreement of the parties.
- 10.2 The parties hereto may withdraw from this AGREEMENT only by legislative act by their representative governing body communicated to the other party in writing. Such withdrawal shall be effective no sooner than midnight of the ninetieth (90) day following notice of withdrawal.
- 10.3 Termination of this AGREEMENT may be imposed upon any user under the following circumstances:
- 10.3.1 The County or the City determine that a consistent pattern of violation, abuse, or disregard of operational policies by a users personnel exists, and such finding is communicated to the parties in writing.
- 10.4 The parties to this AGREEMENT agree that all terms of this AGREEMENT shall be subject to renegotiation and review if during the term of this AGREEMENT the chief financial officer(s) of the City certifies in writing to the County Administrator that the City, because of unexpected and/or unforeseen and/or unavoidable financial occurrences, events or constraints, wishes to or must fund



465610

Page: 8 of 9
02/11/2003 02:05P
AGR 27.00

Jefferson County, WA JEFFERSON COUNTY COM

Regional Services Agreement: Computer and Internet Support

Page 7

this AGREEMENT in an amount that represents less than ninety-five percent (95%) of the gross annual contract amount listed in Section 7.1.1 of this AGREEMENT.

11. GENERAL TERMS. The following general terms shall govern this agreement:

11.1 This AGREEMENT contains terms and conditions agreed upon by the parties. The parties agree that there are no other understandings, oral or otherwise, regarding the subject matter of this AGREEMENT.

11.2 Nondiscrimination; Equal Employment Opportunity.

11.2.1 In the performance of this AGREEMENT, the parties and their employees and agents shall at all times comply with any and all federal, state or local laws, ordinances, rules or regulations with respect to nondiscrimination and equal employment opportunity, which may at any time be applicable.

11.2.2 Without limiting the generality of the foregoing, the parties shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, handicap or marital status, and as required by law the parties shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, age, sex, national origin, handicap or marital status.

11.2.3 Further, the parties and their employees and agents shall not at any time discriminate against any other persons or entity because of race, color, religion, age, sex, national origin, handicap or marital status, nor shall the parties engage in or knowingly permit their agents and employees to engage in sexual harassment.

11.2.4 The parties shall keep and maintain any and all records which may be required by law in connection with compliance with this section.



465610

Page: 9 of 9
02/11/2003 02:06P
AGR 27.00

Jefferson County, WA JEFFERSON COUNTY COM

Regional Services Agreement: Computer and Internet Support

Page 8

11.3 Wage and Hour Laws. The parties shall at all times comply with all applicable provisions of the Fair Labor Standards Act (FLSA) and any other federal or state legislation affecting its employees, and the rules and regulations issued there under, insofar as applicable to its employees.

12. **MUTUAL OBJECTIVES.** Each party agrees to aid and assist the other in accomplishing the objectives of this AGREEMENT.

13. **BINDER.** This AGREEMENT shall be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, we here unto attach our signatures this 10th day of February 2003.

CITY OF PORT TOWNSEND

David Timmons, City Manager

JEFFERSON COUNTY
BOARD OF COMMISSIONERS

Dan Titterness, Chairman

APPROVED AS TO LEGAL FORM:

John Watts, City Attorney

APPROVED AS TO LEGAL FORM:

1/14/03

FOR Juelie Dalzell, Prosecuting Attorney

ATTEST:

Pam Kolacy, City Clerk

ATTEST:

Lorna Delaney, Clerk of the Board

**480732**Page: 2 of 3
02/03/2004 10:48A
AMEND 21.00

Jefferson County, WA JEFFERSON COUNTY COM

AMENDMENT TO THE REGIONAL SERVICE AGREEMENT

(Computer and Internet Support)

BETWEEN JEFFERSON COUNTY AND
THE CITY OF PORT TOWNSEND

WHEREAS, Jefferson County, herein referred to as 'County', entered into a regional service agreement with the City of Port Townsend, herein referred to as 'City', on February 10, 2003 for the sole purpose of providing computer and internet support services to the City and,

WHEREAS, this agreement amends the regional service agreement entered into on February 10, 2003 and previously recorded as AFN 465610, and

WHEREAS, it is desirous to extend said agreement under the same terms and conditions through the calendar year of 2004,

NOW, THEREFORE, the regional service agreement between County and City is hereby amended as follows:

Section 2. Duration. The agreement is hereby extended and will terminate at midnight on the 31st of December, 2004.

All other terms and conditions not amended by this Amendment to the previously executed contract remain in full force and effect.



480732

Page: 3 of 3
02/03/2004 10:40A
AMEND 21.00

Jefferson County, WA JEFFERSON COUNTY COM

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed
this 7th day of February, 2003.

JEFFERSON COUNTY
BOARD OF COMMISSIONERS

Chairman

CITY OF PORT TOWNSEND

David Timmons, City Manager

APPROVED AS TO LEGAL FORM:

David Alvares 12/8/03
Prosecuting Attorney

DEPUTY

APPROVED AS TO LEGAL FORM:

[Signature]
City Attorney

ATTEST:

Julie Matthes, Deputy
Clerk of the Board

ATTEST:

Pamela Holacy
City Clerk