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CITY OF NEWPORT
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A-2021-24

Agreement #

NP 2021-07

**INFORMATION TECHNOLOGY
SERVICES AGREEMENT**

BETWEEN

CITY OF NEWPORT

AND

PEND OREILLE COUNTY

January 1st, 2021 to December 31st, 2023

**ARTICLE I
PURPOSE OF CONTRACT**

Pend Oreille County has an established Information Technology (IT) Department. The parties believe it is in the public interest to make these services available to the City of Newport Police Department on a contractual basis as set forth herein.

**ARTICLE II
PART I
INFORMATION TECHNOLOGY SERVICES**

Pend Oreille County, through its (IT) Department, agrees to provide the City of Newport Police Department, similar (IT) support services that it provides to the Pend Oreille County Sheriff's Office. These core services include the following:

- Network Services (switches, routers, firewall)
- Datacenter Services (Domain controllers, infrastructure, backup power, Server backup and recovery, Ticketing and Monitoring)
- Security Services (Network security, Anti-Virus, archiving, for domain connected systems)
- Communication (internet access, does not include monthly broadband charges)
- End User Services (User, System and Application Support) (excluding hardware replacement, loaner equipment as needed)
- IT Support (Monday –Friday, 6:30 AM to 5:00 PM except Pend Oreille County holidays)

This Agreement does NOT include the periodic replacement of computers.

**PART II
COSTS AND PAYMENTS FOR IT SERVICES**

The City of Newport agrees to pay Pend Oreille County \$4,103 per workstation, per year for the services set forth herein. The parties agree that a minimum of 1 and maximum of 6 workstations are covered by this agreement. After-hours support will be billed at the composite rate of \$41.32 per hour with a minimum of 2 hours per support call. Mileage for onsite support and/or training will be billed at the current IRS Revenue Procedure Rate of .56 cents per mile.

The count of covered workstations must be submitted, via email, to the Pend Oreille County ITS Director prior to the start of each quarter with the first quarter starting January 1st 2021. If the count is not received in time the count will default to the previous quarter.

The City of Newport will remit quarterly payments based on the count of covered workstations per quarter. The cost being \$1025.75 per quarter for each workstation covered.

**ARTICLE III
PART I
PUBLIC DISCLOSURE**

As a public agency, the County is bound by the Public Disclosure and Criminal Records laws as declared in Chapter 42.56 RCW, the Washington State Criminal Records Act, Chapter 10.97 RCW and other applicable state and federal laws. Requests for public information shall be processed as follows: The County, as a public agency, is required to allow members of the public access to certain materials within the County's control or possession. In the event the County receives a public records request for records clearly belonging to the City of Newport, within five days of receiving such a request and prior to providing any materials to the Requestor, the County will notify the City of Newport of such request for records and will make attempts to provide the City of Newport with adequate time to seek a protective order under applicable law. In the event the City of Newport does not seek a protective order, or in the event the City of Newport does not timely obtain such an order, any records requested, except those records that are exempt from disclosure based upon some other provision of law, will be released.

**PART II
DISPUTE RESOLUTION**

It is the intent and purpose of both parties to this contract to negotiate the services in good faith and to provide for reasonable terms and conditions and equitable costs. In the event the City of Newport and the County are unable to reach an agreement for disputes pertaining to the terms and conditions of this contract, the matter may be submitted by either party for binding arbitration. The City of Newport and County shall each select one arbitrator, the two of whom shall pick a third arbitrator. The decision of the arbitrator shall be final. Except for the specific terms and/or conditions in dispute, all other terms and conditions outlined in this contract shall remain in full force and effect throughout the duration of this contract.

**PART III
HOLD HARMLESS**

The City of Newport shall defend, indemnify and hold harmless the County, its agents, employees, officials and officers from any and all liability and/or losses and damages including, but not limited to, attorney's fees, costs, and all other damages for all acts and omissions of the

City of Newport, its officials, agents, employees or officers, including liability arising out of unlawful or claim of unlawful acts, under this contract, by the City of Newport or any other claim arising out of performance of this contract which claim results or is alleged to result from or alleged to be connected in any manner whatsoever from any act or omission by the City of Newport, its agents, employees, officials or officers, but not under any circumstances for any acts or omissions of the County its agents, employees, officials and officers over which the City of Newport exercises no direction or control. The liability for which the City of Newport shall defend, indemnify and hold harmless, as described above, shall be based on acts or omissions of the City of Newport. Further, the City of Newport specifically agrees to pay on demand, any reasonable costs or legal fees required to establish the County's right to indemnification.

The County agrees to defend, indemnify, and hold harmless the City of Newport, its officials, officers, agents, and employees from any and all liability and/or losses and damages including, but not limited to attorney's fees, costs, and all other damages for all acts and omissions of the County, its officials, agents, employees or officers including liability arising out of unlawful or claim of unlawful acts under this contract, by the County, or any other claim arising out of performance of this contract which claim results or is alleged to result from or alleged to be connected in any manner whatsoever from any act or omission by the County, its agents, employees or officers, but not under any circumstances for any acts or omissions of the City of Newport, its agents, employees, officials and officers over which the County exercises no direction or control. The liability for which the County shall defend, indemnify and hold harmless, as described above, shall be based on acts or omissions of the County. Further, the County specifically agrees to pay on demand, any reasonable costs or legal fees required to establish the City of Newport's right to indemnification.

PART IV GENERAL COMPONENTS

1. This contract shall not be construed as or deemed to be a contract for the benefit of any third party or parties and no third party or parties shall have any right of action hereunder for any cause whatsoever.
2. No agent, employee, or representative of the City of Newport shall be deemed to be an employee, agent, or representative of Pend Oreille County for any purpose whatsoever.
3. No agent, employee or representative of Pend Oreille County shall be deemed to be an employee, agent or representative of the City of Newport for any purpose whatsoever.
4. Each party agrees to aid and assist the other in accomplishing the objectives of this contract.
5. This contract supersedes all prior agreements and contracts for IT services.

PART V TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

It is the policy of the County to reject discrimination which denies equal treatment to any individual because of his or her race, creed, color, national origin, families with children, sex,

marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provided in Washington's Law against Discrimination, and Chapter 49.60 RCW. Pend Oreille County assures that no persons shall on the grounds of race, color, national origin, or sex as provided by Title VI of the Civil Rights Act of 1964 (Pub. L. No. 88-352), as amended, and the Civil Rights Restoration Act of 1987 (Pub. L. No. 100-259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any County sponsored program or activity.

PART VI MODIFICATION / TERMINATION

TERMINATION

This contract may be terminated by either the County or the City of Newport by giving the other party 60 days written notice of the intended termination. Whenever the contract is terminated in accordance with this paragraph, County shall be entitled to payment for work performed through the current payment period. No adjustment shall be made for loss of anticipated profit or deleted or uncompleted work.

TERMINATION OF AGREEMENT - EVENTS OF DEFAULT

This Agreement may be immediately terminated without notice upon an event of default, which events of default include but are not limited to the following:

- a. The City of Newport wrongfully uses the data provided by the County per terms of this agreement including all attachments.
- b. Unauthorized copying of data.
- c. In the event this Agreement is determined to be in conflict with federal or state law, County resolutions or ordinances which are in effect at the time of this Agreement or may be imposed in the future.
- d. The City of Newport sells, gives, leases, or loans access to the screens or the data contained therein to any person or in any way, directly or indirectly, allows copies to be made by any person without the express written approval of the County.
- e. If any vendor changes its support, architecture, licensing, policy or creates any other condition that would create a situation where the County could no longer meet.

ARTICLE VII
EFFECTIVE DATE OF CONTRACT

This contract shall be in full force and effect from January 1st, 2021 through December 31st, 2023.

IN WITNESS WHEREOF, the parties have executed this contract by reason of the authorization obtained by them as required by the laws governing their respective jurisdiction and powers.

DATED: 6/21/21


DATED: 6.28.2021

CITY OF NEWPORT

PEND OREILLE COUNTY
BOARD OF COMMISSIONERS

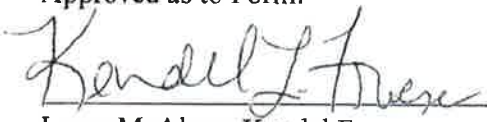

Shirley Sands, Mayor



Mike Manus, Chair



Brian Smiley, Vice-Chair


John Gentle, Member

Approved as to Form:


Laura McAloon Kendel Froese
City Attorney


Dolly Hunt
Pend Oreille Prosecuting Attorney


Mark Duxbury
City of Newport Chief of Police