



PROFESSIONAL SERVICES AGREEMENT

Update to Jail Systems

The City of Kirkland, Washington, a municipal corporation ("City") and iT1 Source, whose address is 1860 W. University Drive, Suite 100, Tempe, AZ 85281 ("Consultant"), in consideration of the mutual benefits and conditions set forth below, agree and contract as follows.

I. SERVICES BY CONSULTANT

- A. The Consultant agrees to perform the services described in Attachment A to this Agreement ("Services"), which attachment is incorporated herein by reference.
- B. The Services shall be performed in accordance with the ordinary and reasonable care, skill, and diligence that a competent professional in the same field would exercise under similar circumstances.

II. COMPENSATION

- A. The total compensation to be paid to Consultant for these Services shall not exceed \$74,941.18 as detailed in Attachment A.
- B. Payment to Consultant by the City in accordance with the payment ceiling specified above shall be the total compensation for all Services performed under this Agreement and supporting documents hereto as well as all subcontractors' fees and expenses, supervision, labor, supplies, materials, equipment or the use thereof, reimbursable expenses, and other necessary incidentals.

The contract amount shall be payable upon completion of installation, commissioning, and formal acceptance testing (SAT) by the City of Kirkland.

Acceptance shall be defined as successful demonstration that the system performs in accordance with the agreed Statement of Work and deliverables, confirmed in writing by the City.

- C. The Consultant shall be paid on the basis of invoices submitted. Invoicing will be on the basis of percentage complete or on the basis of time, whichever is applicable in accordance with the terms of this Agreement.
- D. If the City objects to any portion of an invoice, it will notify the Consultant. In the event of an invoice dispute, the City will timely pay any undisputed portion of the invoice, and the parties will promptly make reasonable efforts to resolve the disputed portion. The City shall have the right to withhold payment to the Consultant for any services not completed in a satisfactory manner until such time as the Consultant modifies such services to the satisfaction of the City.
- E. Unless otherwise specified in this Agreement, any payment shall be considered timely if a warrant is mailed or is available within 30 days of the date of actual receipt by the City of an invoice conforming in all respects to the terms of this Agreement.

III. GENERAL ADMINISTRATION AND MANAGEMENT

The Administrative Commander for the City of Kirkland shall review and approve the Consultant's invoices to the City under this Agreement, shall have primary responsibility for overseeing and approving services to be performed by the Consultant, and shall coordinate all communications with the Consultant from the City.

IV. DURATION

The estimated completion date for the Consultant's performance of the services specified in Section I is December 1, 2025. For purposes of paying final invoices and finalizing services, this contract expires on January 31, 2026, with the exception of the warranty, described below, and the end user license agreement, which provides licenses that are perpetual and governed by the license agreement itself.

Warranty: The system is covered by a one-year warranty from the acceptance date, ensuring it is free from defects and bugs.

Support: Optional support is available for changes outside the agreed-upon functional requirements established during Site Acceptance Testing. Support must commence immediately following sign-off.

Consultant will diligently proceed with the services contracted for, but Consultant shall not be held responsible for delays occasioned by factors beyond its control which could not reasonably have been foreseen at the time of the execution of this Agreement. If such a delay arises, Consultant shall forthwith notify the City.

V. OWNERSHIP OF WORK PRODUCT

- A. Ownership of the originals of any reports, data, studies, surveys, charts, maps, drawings, specifications, figures, photographs, memoranda, and any other documents which are developed, compiled or produced as a result of this Agreement, whether or not completed, shall be vested in the City. Any reuse of these materials by the City for projects or purposes other than those which fall within the scope of this Agreement or the project to which it relates, without written concurrence by the Consultant will be at the sole risk of the City.
- B. The City acknowledges the Consultant's plans and specifications as instruments of professional service. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the City upon completion of the services. The City agrees to hold harmless and indemnify consultant against all claims made against Consultant for damage or injury, including defense costs, arising out of any reuse of such plans and specifications by any third party without the written authorization of the Consultant.
- C. Methodology, materials, software, logic, and systems developed under this Agreement are the property of the Consultant and the City, and may be used as either the Consultant or the City sees fit, including the right to revise or publish the same without limitation.
- D. The Consultant, at such times and in such forms as the City may require, shall furnish to the City such statements, records, reports, data, and information as the City may request pertaining to matters covered by this Agreement. All of the reports, information, data, and other related materials, prepared or

assembled by the Consultant under this Agreement and any information relating to personal, medical, and financial data will be treated as confidential only as allowed by Washington State laws regarding disclosure of public information, including Chapter 42.56 RCW.

The Consultant will, at any time during normal business hours and as often as the City may deem necessary, make available for examination all of its records and data with respect to all matters covered, directly or indirectly, by this Agreement and shall permit the City or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The City shall receive a copy of all audit reports made by the agency or firm as to the Consultant's activities. The City may, at its discretion, conduct an audit, at its expense, using its own or outside auditors, of the Consultant's activities which relate, directly or indirectly, to the Agreement.

Consultant will provide all original operation and maintenance manuals, along with all warranties, from the manufacturer for any equipment or items installed or supplied to the City has part of this contracted project.

The Consultant shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. The Consultant shall also maintain such other records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement.

The foregoing records shall be maintained for a period of six years after termination of this Agreement unless permission to destroy them is granted by the Office of the Archivist in accordance with Chapter 40.14 RCW and by the City.

VI. TERMINATION OF AGREEMENT

The City or the Consultant may terminate or suspend this Agreement at any time, with or without cause, by giving ten (10) days' notice to the other in writing. In the event of termination, all finished or unfinished reports, or other material prepared by the Consultant pursuant to this Agreement, shall be provided to the City. In the event the City terminates prior to completion without cause, Consultant may complete such analyses and records as may be necessary to place its files in order. Consultant shall be entitled to receive just and equitable compensation for any satisfactory services completed on the project prior to the date of termination, not to exceed the payment ceiling set forth above.

VII. SUCCESSORS AND ASSIGNS

The Consultant shall not assign, subcontract, transfer, convey, pledge, or otherwise dispose of this Agreement or any part of this Agreement without prior written consent of the City.

VIII. NONDISCRIMINATION

Consultant shall, in employment made possible or resulting from this Agreement, ensure that there shall be no unlawful discrimination against any employee or

applicant for employment in violation of RCW 49.60.180, as currently written or hereafter amended, or other applicable law prohibiting discrimination, unless based upon a bona fide occupational qualification as provided in RCW 49.60.180 or as otherwise permitted by other applicable law. Further, no person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement in violation of RCW 49.60.215 or other applicable law prohibiting discrimination.

IX. HOLD HARMLESS/INDEMNIFICATION

- A. To the greatest extent allowed by law the Consultant shall defend, indemnify, and hold the City, and its officers, officials, employees, and volunteers (together "Indemnified Parties") harmless from any and all claims, injuries, damages, losses or suits (including reasonable attorney fees and costs), arising out of or in connection with performance of this Agreement, except for injuries and damages caused by the sole negligence of the Indemnified Parties.
- B. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of the Services or bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of Consultant and the Indemnified Parties, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence.
- C. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Title 51 RCW, Washington's industrial insurance law, solely for the purpose of this indemnification. This waiver has been mutually negotiated by the parties.
- D. The provisions of this section shall survive the expiration or termination of this Agreement.

X. LIABILITY INSURANCE COVERAGE

The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property that may arise from or in connection with the performance of the work hereunder by the Consultant and/or its agents, representatives, or employees. A failure to obtain and maintain such insurance or to file required certificates and endorsements shall be a material breach of this Agreement.

Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or to otherwise limit the City's recourse to any remedy available at law or in equity.

- A. **Minimum Scope and Amounts of Insurance.** Consultant shall obtain and maintain insurance of the types and limits described below:
 - 1. Commercial General Liability insurance shall be as least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under

the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.

- a. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
2. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be as least as broad as Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
 - a. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.
 - a. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance:

1. The Consultant's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
2. The Consultant shall provide the City and all Additional Insureds for the Services with written notice of any policy cancellation, within two business days of Consultant's receipt of such notice.

C. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

D. Verification of Coverage

Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the Services.

E. Failure to Maintain Insurance

Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of this agreement, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

F. City Full Availability of Consultant Limits

If the Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.

XI. COMPLIANCE WITH LAWS/BUSINESS LICENSE

The Consultant shall comply with all applicable state, federal, and local laws, ordinances, regulations, and codes. Consultant must obtain a City of Kirkland business license or otherwise comply with Chapter 7.02 of the Kirkland Municipal Code.

XII. FUTURE SUPPORT

The City makes no commitment and assumes no obligations for the support of Consultant activities except as set forth in this Agreement.

XIII. INDEPENDENT CONTRACTOR

Consultant is and shall be at all times during the term of this Agreement an independent contractor and not an employee of the City. Consultant agrees that they are solely responsible for the payment of taxes applicable to the Services and agrees to comply with all federal, state, and local laws regarding the reporting of taxes, maintenance of insurance and records, and all other requirements and obligations imposed on them as a result of their status as an independent contractor. Consultant is responsible for providing the office space and clerical support necessary for the performance of the Services. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance of unemployment compensation programs or otherwise assuming the duties of an employer with respect to the Consultant or any employee of Consultant.

XIV. EXTENT OF AGREEMENT/MODIFICATION

This Agreement, together with all attachments and addenda, represents the final and completely integrated Agreement between the parties regarding its subject matter and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument properly signed by both parties. The terms of this Agreement supersede any conflicting provisions contained in any attachments and/or addenda.

XV. ADDITIONAL WORK

The City may desire to have the Consultant perform work or render services in connection with the project other than provided for by the express intent of this Agreement. Any such work or services shall be considered as additional work, supplemental to this Agreement.

XVI. NON-ENDORSEMENT

As a result of the selection of a consultant to supply services to the City, the Consultant agrees to make no reference to the City in any literature, promotional material, brochures, sales presentation, or the like without the express written consent of the City. However, notwithstanding the foregoing, the City consents to the Consultant including information describing the Consultant's participation in this project in bids, statements of qualifications, or other similar proposals submitted to other municipal, governmental, or similar project sponsor, so long as the information included is factually accurate.

XVII. NON-COLLUSION

By signature below, the Consultant acknowledges that the person, firm, association, co-partnership or corporation herein named, has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in the preparation or submission of a proposal to the City for consideration in the award of a contract on the specifications contained in this Agreement.

XVIII. WAIVER

Waiver by the City of any breach of any term or condition of this Agreement shall not be construed as a waiver of any other breach.

XIX. DEBARMENT

Recipient certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds.

XX. GOVERNING LAW AND VENUE

This Agreement shall be interpreted in accordance with the laws of the State of Washington. The Superior Court of King County, Washington, shall have exclusive jurisdiction and venue over any legal action arising under this Agreement.

XXI. DISPUTE RESOLUTION

All claims, counterclaims, disputes, and other matters in question between City and Consultant arising out of or relating to this Agreement shall be referred to the City Manager or a designee for determination, together with all pertinent facts, documents, data, contentions, and other information. The City Manager or designee shall consult with Consultant's representative and make a determination within thirty (30) calendar days of such referral. No civil action on any claim, counterclaim, or

dispute may be commenced until thirty (30) days following such determination. Nothing herein waives any requirements of Chapter 4.96 RCW, if applicable.

XXII. SEVERABILITY

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken. Unless such stricken provision goes to the essence of the consideration bargained for by a party, all remaining provisions shall continue to be valid and binding upon the parties, and the parties agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

XXIII. EFFECTIVE DATE

This Agreement shall be deemed effective on the last date signed below.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates written below:

CONSULTANT:

CITY OF KIRKLAND:

Signature:  Ian Dunnington (Oct 28, 2025 18:26:26 EDT)

Signature:  Mike St. Jean (Nov 7, 2025 08:58:03 PST)

Printed Name: Ian Dunnington

Printed Name: Michel St. Jean

Title: VP of Public Safety

Title: Chief of Police

Date: 10/28/2025

Date: 11/3/25



iT1 Source

Think Globally. Architect Locally.

Technology Today, Built for Tomorrow

iT1 Source, LLC
1860 W. University Dr., Suite 100
Tempe, AZ 85281



iT1 Source
1860 W. University Drive
Suite 100
Tempe, AZ 85281

August 21, 2025

City of Kirkland – Kirkland Police Department
ATTN: Joshua Christensen – jchristensen@kirklandwa.gov
11750 NE 118th St
Kirkland, WA 98034
United States

Founded in 2003, iT1 Source is a global technology solution provider with core capabilities including virtualization, Cloud, data management, communications, networking, professional and managed services, and corporate procurement. We pride ourselves on the diverse technical skills within our professional services group. iT1 currently has nearly 200 employees with diverse skills and backgrounds, including many engineers with experience working for top Fortune 500 companies throughout the United States. Coupled with the continuous desire to remain on the brink of the latest technology, this experience gives our engineers the best perspective into the challenges faced by many professional organizations. It also provides them with the tools necessary to produce creative solutions that address not just the issues at hand, but also the budget constraints placed on any IT organization. It is our mission to provide our customers with solutions that provide true value and build strong, trusted business relationships.

Over the years, iT1 developed and implemented a commercial QMS which resulted in iT1 receiving an ISO 9001:2015 certification. We are NIST-Compliant: Special Publication 800-171 and CMMC compliant. These certifications, specifically our established and approved ISO 9001:2015 QMS, serve as a framework with an emphasis on services will help us uphold contract requirements through established and proven processes and tools, allowing our security and technical support teams to document and continuously improve our practices to better satisfy the needs and expectations of our clients.

For this project, iT1 is partnering with IPFusion Control for the Kirkland Police Department. IPFusion Control was developed in 2012 as a scalable security platform designed to streamline the management of correctional facilities. On the following page, please find our quote.

The iT1 and IPFusion team appreciates the opportunity to submit this quote and to provide an in-person demonstration of our unique solutions for the future of technology. We look forward to further discussions about our services, and to scheduling a thorough on-site interview.

Should you have any questions regarding iT1's response, feel free to reach out to me directly at Ian.Dunnington@it1.com.

Sincerely,

Ian Dunnington
VP of Public Safety



iT1 Source
1860 W. University Drive
Suite 100
Tempe, AZ 85281

Item #	Part Number	Description	Unit Price	QTY	Amount
Licensing					
1	IPF-WRK	License - Workstation	\$2,666.66	2	\$5,333.32
2	IPF-IS-E	License - Integrated System	\$3,555.55	3	\$10,666.65
3	IPF-AST-256	License - 256 Asset Block	\$10,642.22	1	\$10,642.22
4	IPF-AST-128	License - 128 Asset Block	\$5,559.11	1	\$5,559.11
		<i>Subtotal</i>	-	-	\$ 32,201.30
Software Maintenance Agreement					
7	IPF-SMA-NBD	IPFusion Annual SMA - 1 Year	\$6,622.04		\$ -
		<i>SMA Total</i>			\$ -
Labor					
8	N/A	IPFusion Configuration	\$193.00	80	\$15,440.00
9	N/A	FRD & Documentation	\$193.00	8	\$1,544.00
10	N/A	4 Days Site Commissioning & Travel	\$193.00	44	\$8,492.00
11	N/A	Project Management	\$217.00	12	\$2,604.00
		<i>Labor Total</i>			\$28,080.00
Expenses					
11	N/A	Travel Expenses	\$3,315.80	1	\$3,315.80
12	N/A				\$ -
		<i>Expenses Total</i>			\$3,315.80
Hardware					
13	QCS1250	Dell Pro Slim Slim desktop Core Ultra 5 235 / up to 5 GHz - RAM 16 GB - SSD 256 GB - NVMe, TLC - Intel	\$1,047.09	2	\$2,094.18



iT1 Source
1860 W. University Drive
Suite 100
Tempe, AZ 85281

		Graphics - Gigabit Ethernet, Bluetooth, IEEE 802.11ax (Wi-Fi 6E) - Win 11 Pro - monitor: none - BTS - with 3 Years Basic Onsite Service after Remote Diagnosis w/ Dell Upgrade from 3Y Next Business Day to 4Y ProSupport Extended service agreement - parts and labor - 4 years - on-site - 10x5			
14	2403LM	Elo 2403LM Medical Grade - LCD monitor - 24" (23.8" viewable) - touchscreen - 1920 x 1080 Full HD (1080p) @ 60 Hz - 250 cd/m ² - 1000:1 - 15 ms - HDMI, VGA - speakers - black	\$1,125.87	2	\$2,251.74
<i>Hardware Total</i>					\$4,345.92
<i>Project Total</i>					\$67,943.02
<i>Tax at 10.3%</i>					\$6,998.16
Total					\$74,941.18

Kirkland PD Touchscreen Control Upgrade Statement of Work

August 2025

1. Introduction

IPFusion Control is physical security control and integration software that connects systems and devices to provide complete awareness and control for your facility. IPFusion Control's high configurable dashboards consolidate your systems of any make, model, and vintage. The full solution is non-proprietary and can be installed, updated, and maintained by any integrator globally. Kirkland PD has engaged IPFusion to replace their touchscreen control system.

2. Objectives

IPFusion & IT1 will replace the existing touchscreen control panels with new hardware running IPFusion Control software. IPFusion Control will provide all functionality of the existing control panels and restore camera integration for all cameras. At a high level, functionality will include:

- Status monitoring and control for all doors in the detention area, including interlocks
- Alarm management for all doors in the detention area
- Status and control of the intercoms in the detention area
- Status and callup control of the cameras
- Status of the duress alarms in the detention area

IPFusion will interface with the following systems/devices installed at Kirkland PD to achieve the above functionality:

- Schneider M340 PLC (door control)
- Genetec Security Center (video management system)
- Harding DXL (intercoms)

3. Technical Requirements

The following will be provided by IT1/IPFusion:

- Functional Requirements Document (FRD): Defines the touchscreen control system behavior. Will be developed alongside Kirkland PD representatives.
- IPFusion Control software and licences for 2 workstations, 3 integrated systems, and 384 assets. Licences are valid for perpetuity and will not expire.
- IPFusion Control configuration files
- Factory Acceptance Test (FAT) document: Outlines the factory tests completed by IPFusion once configuration is complete.
- Commissioning Plan: A detailed commissioning plan outlined the work to be performed at Kirkland PD to cutover the touchscreen control system.
- Site Acceptance Test (SAT) document: Outlines the site acceptance tests performed to validate system performance post-commissioning.

- 2 Dell Optiplex 7020 touchscreen control workstations. Will be configured and tested prior to shipping to the facility.
- 2 ELO 2403LM LCD touchscreen monitors. Will be configured and tested prior to shipping to the facility.
- On-site cutover, commissioning, and testing of the new touchscreen control system for 4 days.
- Project schedule: Outlines the deliverable dates for the items mentioned above.

The project will require the following provided by Kirkland PD:

- Installation of the touchscreen control workstations and monitors.
- Procurement and application of two *GSC-1SDK-DELCO-GenetecService* Genetec SDK licences for the Kirkland PD Genetec server.
- Feedback and input in development of the FRD.
- Planning and staffing coverage for a touchscreen control outage during the cutover. Specific details to be provided in the commissioning plan for duration and impact.
- Support resources to facilitate the cutover and SAT.

4. Project Schedule and Deliverables

A project schedule will be developed and provided to Kirkland PD once the project has been instantiated and kicked off. IPFusion documentation and configuration is expected to take approximately 3-4 weeks

City of Kirkland

IT Vendor Security Policy

Scope: This policy applies to all vendors who do any form of work with the City of Kirkland that requires them to log into and utilize networked city systems. This is regardless of who the vendor is and which department they are working for or with. It also applies to staff with other municipal, county, state or federal entities.

Provision: When possible, this policy should be an addendum to existing contracts that require access to City of Kirkland networked systems. It may be signed separately when necessary.

Duration: This policy applies from the time a vendor signs its contract with the city through project completion or support contract termination.

1. Vendors with access to City data or systems shall provide their services in manner consistent with this policy and with standard security and related compliance policies such as PCI and/or HIPPA. If vendors have remote access into systems with City data, vendors shall ensure that the remote access is conducted from IT systems which have the latest security patches, anti-virus updates, and malware signatures using a secure connection (e.g. VPN).
2. Vendors should only expect to be provided with the minimum security levels required for the particular tasks that they are responsible for. Vendors should not anticipate an "always on" connection, and in most cases will have to request that any connection to the city's network be turned on when they need to gain access.
3. Except in the case of an approved security audit and with prior written permission, vendors must not test, or attempt to compromise computer or communication system security measures. Incidents involving unapproved system cracking (hacking), password cracking (guessing), file decryption, software copying, or similar unauthorized attempts to compromise security measures may be unlawful, and will be considered serious violations of City of Kirkland policy. This includes hardware or software tools that could be employed to evaluate or compromise information systems security. Examples of such tools include, but are not limited to, those that defeat software copy protection, discover secret passwords, keyloggers, identify security vulnerabilities, or decrypt encrypted files. Similarly, without this type of approval, vendors are prohibited from using "sniffers" or any other hardware or software that monitors the traffic on a network or the activity on a computer.
4. Vendors shall abide by the following policies for passwords:
 - a. Network login passwords must be at least 12 characters long and include at least one number, one capital letter and one special character.
 - b. Passwords must be changed every 90 days.
 - c. The same password cannot be re-used within twenty password changes.
 - d. Passwords must not be written down or stored in systems except in encrypted applications designed to store passwords.
 - e. Passwords must not be shared among vendor staff.

- f. Vendors should not use the same passwords for city and personal needs.
 - g. Other password protected systems will comply with above network login password policy when technically possible.
5. Vendors must report all security incidences to the appropriate City of Kirkland IT personnel, including any serious security breaches on their own network during the time they have userid/password access to the City of Kirkland's network within 24 hours of identifying the security incident.
6. City of Kirkland IT will provide an IT point of contact for vendors. This point of contact will liaise with the vendor to ensure they are in compliance with these policies.
7. Vendors working on certain types of systems or with certain data will need to have formal background checks completed. This includes but is not limited to all systems that fall under the purview of the Criminal Justice Information Services policies. It is the responsibility of the City of Kirkland IT to notify vendors who need a background check.

The following signature block must be completed any time that this agreement stands alone and is not a formal addendum to a current contract.

Smitha Krishnan

Signature

Smitha Krishnan

Name

IT Director

City of Kirkland

10/30/2025

Date



Signature

Ian Dunnington

Name

iT1 Source, LLC

Organization

05 August 2025

Date



VENDOR NETWORK ACCESS AGREEMENT

This Agreement ("Agreement") related to network access is made between the City of Kirkland, Washington, a municipal corporation ("City") and iT1 Source, ("Vendor"), whose address is 1860 W. University Drive, Suite 11, Tempe, AZ 85281, and shall be effective upon the date last signed below.

WHEREAS, the Vendor requires access to the City's network to perform certain pre-approved network operations services through separate contract, which may include product installation, updates, configuration, and troubleshooting; and;

WHEREAS, the Vendor will be provided a City network login account(s) for Authorized Employees¹ for pre-approved City work.

NOW, THEREFORE, in consideration of the mutual commitments contained herein, and in support of those included within the separate contract between the City and the Vendor providing for the provision of such pre-approved City work, attached hereto as Attachment ___, the parties agree as follows:

1. The Vendor agrees that all Authorized Employees will abide by the City's Technology Resource Usage Policy, Attachment ___ to this Agreement and the City's Technology Security Policy, Attachment ___ to this Agreement.
2. The Vendor agrees that if an account is assigned to a single or multiple Authorized Employee(s), all those with access to this account are held accountable under this Agreement.
3. The Vendor agrees that all remote access will be monitored by the responsible City staff member for the duration of the Vendor login session unless other City-approved arrangements have been made.
4. The Vendor agrees that remote access into systems with City data is conducted from IT systems which have the latest security patches, anti-virus updates, and malware signatures using a secure connection (e.g., VPN (using GlobalProtect), Microsoft Teams).
5. The Vendor agrees that they should only expect to be provided levels of access as required and appropriate for the assigned tasks, as determined by City staff.
6. The Vendor agrees that they must report all security incidents to the appropriate City of Kirkland IT personnel, including any serious security breaches on their own network during the time they have user-id/password access to the City's network, within 2 hours of identifying the security incident.
7. The Vendor agrees that, depending on the City systems and/or data they are working with, formal background checks may be required. This includes but is not limited to all

¹ "Authorized Employees" means the Vendor's employees who need to access the City's network to perform work (including, but not limited to product installation, updates, configuration, troubleshooting, etc.) requested by the City

systems that fall under the purview of the Criminal Justice Information Services (CJIS) policies.

8. The Vendor agrees that, except in the case of an approved security audit and with prior written permission from the City, the Vendor must not test, or compromise City computer or communication system security measures by any means, including but not limited to unapproved system cracking (hacking), password cracking (guessing), file decryption, software copying, or similar unauthorized attempts. Such measures may be unlawful as well as serious violations of City policy. This includes hardware or software tools that could be employed to evaluate or compromise information systems security. Examples of such tools include, but are not limited to, those that defeat software copy protection, discover secret passwords, keyloggers, identify security vulnerabilities, or decrypt encrypted files. Similarly, without prior approval from the City, the Vendor is prohibited from using "sniffers" or any other hardware or software that monitors the traffic on a network or the activity on a computer.
9. The City agrees that they will provide an IT point of contact for the Vendor. This point of contact will liaise with the Vendor to help ensure they are in compliance with these policies and respond to other issues that may arise related to remote access.
10. The City agrees to provide the Vendor with the required remote access to the City's network.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates written below:

Smitha Krishnan

Signature

Smitha Krishnan

Name

IT Director

City of Kirkland

10/30/2025

Date



Signature

Ian Dunnington

Name

iT1 Source LLC

Organization

05 August 2025

Date