

COUNTY DEPARTMENT: Information Services

CONTACT PERSON: J.D. Braathen

ADDRESS: 3000 Rockefeller Ave. Everett, WA 98201

TELEPHONE/FAX NUMBER: (425) 388-7171 / (425) 388-3999

PUBLIC AGENCY: City of Lake Stevens

AGENCY CONTACT PERSON: City Clerk

ADDRESS: Post Office Box 257, 1812 Main St,

Lake Stevens, WA 98258

TELEPHONE/FAX: 425-334-1012

PROJECT: Information Technology Services

AMOUNT: As specified in Supplemental Work Orders

Not to exceed \$3,000 for the five (5) year life

of the Agreement

CONTRACT DURATION: Five (5) Years from date of Contract

Execution

INTERLOCAL AGREEMENT BETWEEN THE CITY OF LAKE STEVENS AND
SNOHOMISH COUNTY TO PROVIDE INFORMATION TECHNOLOGY SERVICES

THIS AGREEMENT BETWEEN THE City of Lake Stevens AND SNOHOMISH COUNTY TO PROVIDE INFORMATION TECHNOLOGY SERVICES (this "Agreement") is made and entered into as of this 1st day of January, 2015, by and between Snohomish County, a political subdivision of the State of Washington, through its Department of Information Services Information Services (the "County" or "SCDIS"), and the City of Lake Stevens, a Washington municipal corporation ("COLS").

RECITALS

WHEREAS, this Agreement is made pursuant to the authority granted by Chapter 39.34 RCW, the Interlocal Cooperation Act; and

WHEREAS Chapter 2.350 of the Snohomish County Code (SCC) provides for SCDIS to provide information services, information processing, proprietary software and purchased services to public agencies and cash-on-delivery customers; and

WHEREAS COLS is a “public agency” as that term is defined in SCC 2.350.020(13) and RCW 39.34.020; and

WHEREAS, COLS requires supplemental information technology services in order to connect to Washington State and Regional Information Systems and may, in the future, require specific, yet to be identified information processing systems and services.

AGREEMENT

NOW, THEREFORE, in consideration of the respective agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the SCDIS and the COLS agree as follows:

1. Scope of Information Services:

- a. SCDIS will provide information technology goods and information processing services according to Supplemental Work Orders (SWO). Each SWO shall be executed by the County Executive, or his designee, and an authorized agent for COLS, and subject to the general terms and conditions of this Agreement. Each SWO will include a description of the specific services to be provided, the term, and the costs of such service from quotation or from the published rate or fee schedule, and any other terms or conditions applicable to that service.
- b. The scope of information technology goods and information services to be provided are limited to the following:
 - i. Provide one unit space in the Meet-Me-Room rack to mount the COLS network equipment in the SCDIS data center, and

ii. Provide for four cross-connects to connect to other agencies or services located in the SCDIS datacenter.

2. Treatment of Assets. Computer application programs and other software systems furnished to COLS by SCDIS are furnished on an "as is" basis with no representations or warranties regarding use or results including any warranties of merchantability or fitness for a particular purpose, unless indicated in an SWO for service.

Title to all property furnished by SCDIS shall remain in SCDIS. Title to all property purchased by the COLS for which COLS is not reimbursed by SCDIS shall remain in COLS. Title to all property purchased by COLS for which COLS is reimbursed by SCDIS and is used as a component of services provided under this Agreement shall pass to and vest in SCDIS upon completion, termination, or cancellation of the relevant SWO or this Agreement.

Any property of SCDIS furnished to the COLS shall, unless otherwise provided in this contract, or approved by SCDIS, be used only for the performance of this Agreement or a SWO. The COLS shall be responsible for any loss or damage to SCDIS property that SCDIS furnishes to the COLS.

If SCDIS property is lost, destroyed, or damaged, the COLS shall immediately notify the SCDIS and shall take all reasonable steps to protect the property from further damage.

3. Exclusions: This initial contract and initial SWO does not include any services offered by SCDIS other than those stated in paragraph 1. b. (i and ii). Any additional services will require a separate SWO to add those services and an amendment to this ILA in order to increase the authorized ILA amount.
4. Surrender of Property. The COLS shall surrender to SCDIS all property of SCDIS upon completion, termination, or cancellation of this Agreement. Conversely, SCDIS shall surrender to COLS all property of COLS upon completion, termination, or cancellation of

this Agreement.

5. Time of Performance. This Agreement shall become effective upon signature by both parties and either (a) listing of the Agreement by subject on either Party's web site or (b) recording of the Agreement with the Snohomish County Auditor as required by RCW 39.34.040. The Agreement shall remain in force for a period up to five (5) years, unless terminated earlier by either Party upon ninety (90) days prior written notice to the other Party.
6. Compensation: COLS may request an estimate or quotation of cost for proposed information technology goods or information processing services from SCDIS. Specific agreements addressing costs, term, schedules, and other factors will be described in an associated SWO developed from initial estimates or quotations.

COLS will pay SCDIS for services provided hereunder and as set out in SWO's.

Charges for information technology, goods and information processing services under this agreement shall be based on the current published rate or fee schedule of the SCDIS in effect on the date of execution of this Agreement, unless the specific quotation described in the SWO provides otherwise. Unless the SWO provides for a fixed rate or a different methodology to change a specific rate and/or fee, Rate and Fee schedules are subject to change at the discretion of the SCDIS, and shall be effective sixty (60) days after written notice of change is provided to the COLS, postage paid in the US mail.

The SCDIS will submit an invoice, or advice of charge, to COLS annually for the monthly recurring costs of the services outlined in the SWO. Payment is due in full upon receipt of the invoice by COLS and becomes delinquent forty-five (45) days thereafter.

A late payment fee may be applied to any remaining balance sixty (60) days after receipt of invoice. Late payment charges, if any, will be imposed on the unpaid balance at a rate of one percent (1%) per month. SWO's with balances more than ninety (90) days past due

may be terminated and services discontinued. Amounts disputed by the COLS under the Section 7 of this Agreement are not subject to late payment charges.

7. Obligations of COLS are as follows: As to all new COLS acquisitions of any information technology equipment, software or systems to be serviced by SCDIS under this agreement, COLS shall undertake such acquisitions in accordance with guidelines, standards or procedures established by SCDIS and shall secure written concurrence for any such procurement from the County Executive or his/her designee.

Payment to SCDIS of all submitted invoices or advices of charge pursuant to the preceding section.

8. Mutual Covenants: COLS will promptly notify the SCDIS in writing of issues regarding invoices, or of services which COLS believes do not conform with the agreed upon terms of this Agreement and/or SWO, within thirty (30) days of receipt of invoice or performance of services whichever occurs later. Failure to give written notice within thirty (30) days after receipt of invoice or performance of services constitutes waiver of any objection to services or invoices.

The parties shall attempt to resolve any issues arising under this Agreement and/or any applicable SWO through negotiation and consultations. If that fails, the parties will seek to resolve disputes through the aid of a mutually selected, independent third party.

This Agreement may only be modified by a written amendment effective upon execution by both COLS and SCDIS. SWO's may only be modified by written agreement of the parties.

Both parties understand the SCDIS retains discretion regarding the operation and allocation of the aggregate Information Processing capacity at its disposal, including the capacity covered by this Agreement. SCDIS agrees to allocate sufficient capacity to meet COLS's processing requirements as of the execution of this Agreement.

9. SCDIS Review/Approval: Upon submittal of any request to execute a SWO or to perform optional services under any executed SWO, SCDIS may, following review by the SCDIS, agree to perform such work or reject it, or request such modification or additions as it deems appropriate;

At the outset of performance of each SWO, or during performance of the SWO to the extent the same is modified by the Parties, SCDIS will either accept or reject COLS systems and services as listed in the SWO. SCDIS will not bill COLS until SCDIS has accepted service and/or system delivery responsibility. COLS is not required to pay for services or systems until SCDIS accepts delivery responsibility for those services and/or systems.

10. Access to Books/Records: Each Party may, at reasonable times, and upon prior notification inspect the records of the other party relating to performance of this agreement. SCDIS and COLS shall keep all records required by this contract in accordance with statutory archival requirements.

11. Indemnification and Hold Harmless: Subject to the liability limitation stated in Section 12 of this Agreement, COLS shall hold harmless, indemnify, and defend, at its own expense, SCDIS, its elected and appointed officials, officers, employees and agents, from any loss or claim for damages of any nature whatsoever, arising out of COLS's performance of this Agreement, including claims by COLS's employees or third parties, except for those losses or claims for damages solely caused by the negligence or willful misconduct of SCDIS, its elected and appointed officials, officers, employees or agents.

Subject to the liability limitations stated in Section 12 of this Agreement, SCDIS shall hold harmless, indemnify, and defend, at its own expense COLS, its elected and appointed officials, officers, employees and agents, from any loss or claim for damages of any nature whatsoever, arising out of SCDIS's performance of this Agreement, including claims by SCDIS employees or third parties, except for those losses or claims for damages solely caused by the negligence or willful misconduct of COLS, its elected and appointed officials,

officers, employees or agents.

Subject to the liability limitations stated in Section 12 of this Agreement, in the event of liability for damages of any nature whatsoever arising out of the performance of this Agreement by COLS and SCDIS, including claims by COLS's and SCDIS's own officers, officials, employees, agents, volunteers, or third parties, caused by or resulting from the concurrent negligence of COLS and SCDIS, their officers, officials, employees, agents and volunteers, each party's liability hereunder shall only be to the extent of that party's negligence.

12. Limitation of Liability: In no event will SCDIS or COLS be liable for any special, consequential, indirect, punitive or incidental damages, including but not limited to loss of data, loss of revenue, or loss of profits, arising out of or in connection with the performance of SCDIS or COLS under this Agreement or any SWO hereunder, even if SCDIS or COLS has been advised of the possibility of such damages.
13. Compliance with Laws: SCDIS and COLS shall comply with all applicable federal, state and local laws, rules, and regulations in performing this Agreement. COLS will comply with SCDIS procedures and policies related to technology management and use of applicable County systems, applications and services.
14. Non-assignment: SCDIS and COLS shall not assign any of the rights, duties, or obligations covered by this Agreement without the prior express written request and consent of each Party.
15. Conflicts between Attachments and Text: Should any conflicts exist between any attached exhibit or SWO and the text of this Agreement, the text of this Agreement shall prevail.
16. Interlocal Cooperation Act (Chapter 39.34 RCW): The purpose of this Agreement is to allow SCDIS to provide a variety of information technology services to COLS as needed over a five (5) year term. SWO's will be executed by both parties as necessary and will

describe the work to be done and their associated costs. The parties agree that no separate legal or administrative entities are necessary to carry out this Agreement. The parties agree that it is not necessary to appoint an administrator or joint board to oversee the implementation of this Agreement. However, should a court of competent jurisdiction deem such an administrator or joint board necessary for purposes of the Interlocal Cooperation Act, Ch. 39.34 RCW, an administrator or joint board will be established by mutual agreement of the parties. Except as expressly provided to the contrary in this Agreement, any real or personal property used or acquired by either party in connection with the performance of this Agreement will remain the sole property of such party, and the other party shall have no interest therein.

17. Governing Law and Venue: This agreement shall be governed by the laws of the State of Washington and any lawsuit regarding this contract must be brought in Snohomish County Superior Court, Washington.
18. Public Records Act: The Parties agree that this Agreement and all public records associated with this Agreement shall be available from the County or from the City/COLS for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act").

To the extent that public records then in the custody of COLS are needed for the County to respond to a request under the Act, as determined by the County, COLS agrees to make them promptly available to the County. If COLS considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, COLS shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by COLS and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify COLS (a) of the request and (b) of the date

that such information will be released to the requester unless COLS obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If COLS fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

The County has, and by this section assumes, no obligation on behalf of COLS to claim any exemption from disclosure under the Act. The County shall not be liable to COLS for releasing records not clearly identified by COLS as confidential or proprietary. The County shall not be liable to COLS for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

To the extent that public records then in the custody of County are needed for the City/COLS to respond to a request under the Act, as determined by the City/COLS, County agrees to make them promptly available to the City/COLS. If County considers any portion of any record provided to the City under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, County shall clearly identify any specific information that it claims to be confidential or proprietary. If the City/COLS receives a request under the Act to inspect or copy the information so identified by County and the City/COLS determines that release of the information is required by the Act or otherwise appropriate, the City's/COLS's sole obligations shall be to notify County (a) of the request and (b) of the date that such information will be released to the requester unless County obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If County fails to timely obtain a court order enjoining disclosure, the City/COLS will release the requested information on the date specified.

The City/COLS has, and by this section assumes, no obligation on behalf of County to claim any exemption from disclosure under the Act. The City/COLS shall not be liable to County for releasing records not clearly identified by County as confidential or proprietary.

The City/COLS shall not be liable to County for any records that the City/COLS releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

- 19. Severability: Should any clause, phrase, sentence or paragraph of this agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.
- 20. Recording: The parties may file this Agreement with the Snohomish County Auditor pursuant to RCW 39.34.040 or list the Agreement by subject on either Party's web site.

“SCDIS”

“COLS”

SNOHOMISH COUNTY

CITY OF LAKE STEVENS

By: Lenda Crawford 6/3/15
County Executive Executive Director Date

By: Kathy Nelson 5/11/15
Mayor Pro-tem Date

Approval Recommended:

Gage Andrews
Gage Andrews, Director
Snohomish County Department of Information Services

Approved as to Form Only:

Rebecca Wendling 5/21/2015
Deputy Prosecuting Attorney

Frank Weir
City of Lake Stevens Attorney