

COUNTY DEPARTMENT: Information Technology Department

CONTACT PERSON: Viggo Forde

ADDRESS: 3000 Rockefeller Ave. Everett, WA 98201

TELEPHONE/FAX NUMBER: (425) 388-3703 / (425) 388-3999

PUBLIC AGENCY: Lake Stevens Sewer District

AGENCY CONTACT PERSON: Tonya Christoffersen

ADDRESS: 1106 Vernon Rd Suite A

Lake Stevens, WA 98258

TELEPHONE/EMAIL: 425-334-8588/tchristoffersen@lkstevenssewer.org

PROJECT: Information Technology Services

AMOUNT: As specified in Supplemental Work Orders

Not to exceed \$500,000 for the four (4) year
life of the Agreement

FUND SOURCE: Lake Stevens Sewer District

CONTRACT DURATION: Four (4) Years from date of Contract
Execution

INTERLOCAL AGREEMENT BETWEEN THE LAKE STEVENS SEWER DISTRICT AND
SNOHOMISH COUNTY TO PROVIDE INFORMATION TECHNOLOGY SERVICES

THIS AGREEMENT BETWEEN THE Lake Stevens Sewer District AND SNOHOMISH COUNTY TO PROVIDE INFORMATION TECHNOLOGY SERVICES (the "Agreement") is made and entered into as of this 2nd day of January, 2020, by and between Snohomish County, a political subdivision of the State of Washington, through its Department of Information Technology (the "County" or "SCDOIT"), and the Lake Stevens Sewer District, a Washington municipal corporation (the "District").

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 that SCDOIT may provide information services, information processing, proprietary software and purchased services to public agencies and cash-on-delivery customers; and

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

WHEREAS, the District 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 County and the District agree as follows:

1. Scope of Information Technology Services:

- a. SCDOIT will provide information technology goods and information processing services according to Supplemental Work Order(s) (SWO), approved and signed by the duly authorized person(s) at the County and the District, 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 available are limited to the following:
 - I. Coordination for the planning, management, control, operation, and use of information services, backbone network, telecommunications, information processing, equipment, purchased services and proprietary software

required by the District; and

II. Administration of centralized support services for the District, which may include the following:

1.) Management, development, maintenance and operation of the District's information systems and equipment, and connections to Snohomish County network and systems;

2.) Management, development, maintenance and administration of telephony and telecommunication systems for the District;

3.) Review of equipment, proprietary software, license agreements and service acquisitions from outside sources before purchase by the District;

4.) Other functions as may be mutually agreeable;

Each Supplemental Work Order under this Intergovernmental Services Agreement shall be submitted for approval and signature to the County Executive so long as the aggregate value of all SWOs under this Agreement is under \$50,000 or less. Thereafter each SWO under this Agreement shall be submitted to County Council for approval.

2. TREATMENT OF ASSETS. COMPUTER APPLICATION PROGRAMS AND OTHER SOFTWARE SYSTEMS FURNISHED TO THE DISTRICT BY THE COUNTY 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 the County shall remain in the County. Title to all property purchased by the District for which the District is not reimbursed by the County shall remain in the District. Title to all property purchased by the District for which the District is reimbursed by the County and is used as a component of services provided under this

Agreement shall pass to and vest in the County upon completion, termination, or cancellation of the relevant SWO or this Agreement.

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

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

3. Surrender of Property. The District shall surrender to the County all property of the County upon completion, termination, or cancellation of this Agreement. Conversely, the County shall surrender to the District all property of the District upon completion, termination, or cancellation of this Agreement.
4. Time of Performance. Pursuant to RCW 39.34.040 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. The Agreement shall remain in force for a period up to four (4) years, unless terminated earlier by either party upon ninety (90) days prior written notice to the other party.
5. Compensation: the District may request an estimate or quotation of cost for proposed information technology goods or information processing services from SCDOIT. Specific agreements addressing costs, term, schedules, and other factors will be described in an associated SWO developed from initial estimates or quotations.

The District will pay the County for services provided hereunder and as set out in SWOs.

Charges for information technology equipment and information processing services under this Agreement will be based on the then current published rate or fee schedule of SCDOIT, or on the specific quotation described in Supplemental Work Orders. Rate and Fee schedules are subject to change. The most current rate and fee schedule supersedes and replaces all previous published rate and fee schedules.

The County will submit a monthly invoice to the District for the monthly recurring costs of the services outlined in the SWO. Payment is due in full upon receipt of the invoice by the District and becomes delinquent thirty (30) 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. The County may terminate SWOs with balances more than ninety (90) days past due and may discontinue services. Amounts disputed by the District under Section 7 of this Agreement are not subject to late payment charges.

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

The District shall make payment to the County of all submitted invoices or advices of charge pursuant to Section 5 of this Agreement.

7. Mutual Covenants: the District will promptly notify the County in writing of issues regarding invoices, or of services which the District 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 the District and the County. SWOs may only be modified by written agreement of the parties.

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

8. SCDOIT Review/Approval: Upon submittal of any request to execute a SWO or to perform optional services under any executed SWO, SCDOIT may, following review by the SCDOIT, 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, SCDOIT will either accept or reject the District systems and services as listed in the SWO. The County will not bill the District until SCDOIT has accepted service and/or system delivery responsibility. The District is not required to pay for services or systems until SCDOIT accepts delivery responsibility for those services and/or systems.

9. 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. The County and the District shall keep all records required by this contract in accordance with statutory archival requirements.
10. Indemnification and Hold Harmless: Subject to the liability limitation stated in Section 11 of this Agreement, the District shall hold harmless, indemnify, and defend, at its own expense, the County, its elected and appointed officials, officers, employees and agents, from any loss or claim for damages of any nature whatsoever, arising out of the District's performance of this Agreement, including claims by the District's employees or third parties, except for those losses or claims for damages solely caused by the negligence or willful misconduct of the County, its elected and appointed officials, officers, employees or agents.

Subject to the liability limitations stated in Section 11 of this Agreement, the County shall hold harmless, indemnify, and defend, at its own expense the District, its elected and appointed officials, officers, employees and agents, from any loss or claim for damages of

any nature whatsoever, arising out of the County's performance of this Agreement, including claims by County employees or third parties, except for those losses or claims for damages solely caused by the negligence or willful misconduct of the District, its elected and appointed officials, officers, employees or agents.

Subject to the liability limitations stated in Section 11 of this Agreement, in the event of liability for damages of any nature whatsoever arising out of the performance of this Agreement by the District and County, including claims by the District's and County's own officers, officials, employees, agents, volunteers, or third parties, caused by or resulting from the concurrent negligence of the District and County, their officers, officials, employees, agents and volunteers, each party's liability hereunder shall only be to the extent of that party's negligence.

11. Limitation of Liability: In no event will the County or District 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 the County or District under this Agreement or any SWO hereunder, even if the County or District has been advised of the possibility of such damages.
12. Compliance with Laws: the County and District shall comply with all applicable federal, state and local laws, rules, and regulations in performing this Agreement. The District will comply with SCDOIT procedures and policies related to technology management and use of applicable County systems, applications and services.
13. Non-assignment: the County and the District 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.
14. 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.
15. Interlocal Cooperation Act (Chapter 39.34 RCW): The purpose of this Agreement is to allow SCDOIT to provide a variety of information technology services to the District as needed over a four (4) year term. SWOs 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.

16. 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.

17. Public Records Act: This Agreement and all public records associated with this Agreement shall be available from the County 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 the District are needed for the County to respond to a request under the Act, as determined by the County, the District agrees to make them promptly available to the County. If the District 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, the District 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 the District 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 the District (a) of the request and (b) of the date that such information will be released to the requester unless the District obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the District 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 the District to claim

any exemption from disclosure under the Act. The County shall not be liable to the District for releasing records not clearly identified by the District as confidential or proprietary. The County shall not be liable to the District for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

18. 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.
19. 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.

SNOHOMISH COUNTY

LAKE STEVENS SEWER DISTRICT

By: [Signature]
County Executive

10/28/19
9/16/19
Date

By: Tony Christensen 5/23/19
Title General Manager Date

Recommended for Approval:

Approved as to Form Only:

[Signature] 2/5/19
Date
Viggo Forde, Director
Snohomish County Department
of Information Technology

[Signature] 5/23/19
Date
Lake Stevens Sewer District Attorney

Approved as to Form Only:

Rebecca Wendling 5/9/2019
Date
Deputy Prosecuting Attorney

COUNCIL USE ONLY	
Approved:	<u>10-21-19</u>
Docfile:	<u>D-4</u>