

INTERLOCAL AGREEMENT FOR REIMBURSABLE SERVICES

THIS CONTRACT made and entered into this 1st day of November, 2024 is effective for three (3) years, by and between CLARK COUNTY, WASHINGTON, (hereinafter "Clark County"), and the City of Camas (hereinafter "Camas").

WHEREAS, Camas lacks adequate personnel or equipment to do all required work alone and seek to utilize Clark County's assistance when appropriate to increase efficiency; and

WHEREAS, Clark County has the necessary personnel, equipment, expertise and is willing to do said work in consideration of the mutual covenants and agreements herein contained and pursuant to RCW 39.34.080, as applicable; and

WHEREAS, this CONTRACT has been authorized by the respective governing bodies of Camas and Clark County; therefore,

IT IS COVENANTED AND AGREED as follows:

1. Parties

The parties to this Agreement are Clark County and the City of Camas.

2. Purpose

The Purpose of this Agreement is for the Clark County to assist Camas, in a cooperative manner, with the equipment and personnel it is lacking to carry out any Information Technology functions at Camas.

3. Services

Clark County shall provide those services requested in task orders to accompany this Agreement with the same standards provided by Clark County Information Technology to County Departments.

4. Task Orders

Camas may only obtain services from Clark County by submitting a request to the Clark County Help Desk at 564-397-6121 or email at Help.Desk@clark.wa.gov. Each task order (TO) shall, consistent with the terms and conditions of this Agreement, specify services, products and other costs incurred by Clark County for which compensation is required from Camas. The minimum terms of each TO will address: the specific task requested, the timeline within which performance of the work is required, and the amount of compensation to be paid. The parties will address whether projects taking more than one month to complete are paid at one time or

monthly. Clark County cannot guarantee functionality beyond that which is specifically described in the TO.

5. Budget Approval

Camas covenants that its requests for service are within its annual budget. Camas will notify Clark County within 10 business days if funding is no longer available.

6. Recovery of All Costs

Clark County shall recover all its costs from Camas for providing service for its labor, equipment rental, assigned contractors, and subsistence under a reimbursable work requisition number. All cost estimates shall include appropriate administrative overhead rates, applicable sales, business and occupation taxes, applicable liability insurance charges, mileage, and direct charges.

7. Payment

Camas agrees to pay Clark County the amount of the costs invoiced under the TO, unless modified by a specific TO amendment agreed to between the parties. Camas shall endeavor to pay all bills for service within 30 days of the receipt of the bill. Clark County does not waive its right to charge interest on bills not paid within 30 days.

8. Compliance with Law

The parties shall comply with the provision of RCW 39.34.080, if relevant, and all applicable local, state and federal laws.

9. Term

The effective date for this agreement is November 1, 2024 and it shall remain in effect until October 31, 2027 or upon termination pursuant to Section 10 of the Agreement. There is an annual review and changes in rates may apply. These will be reflected in written communication annually.

10. Termination

1. Termination for Convenience: Either party may terminate this Agreement for convenience, after first providing written notice of the intent to terminate to the other party, 90 calendar days in advance.

2. Termination by Mutual Agreement: The parties may terminate this Agreement in whole or in part, at any time after first providing written notice, by mutual consent.

3. Termination for Material Breach: Clark County may terminate this Contract for a substantial and material breach thereof by Camas upon ten (10) days written notice of termination.

4. Termination and Transition: In the event written notice of termination is given by

either party, both parties shall work to accomplish a complete transition of services being terminated without interruption of, or adverse impact to, the services enjoyed by either party under this agreement. The disentanglement process shall begin as soon as possible, but not later than the date of termination. It is understood that completion of a Task Order may extend beyond the date of termination. Disentanglements will be defined as a Task Order and both parties, shall, in good faith, seek to maintain existing service levels and minimize the disruption of services until task orders in process are completed. County shall be entitled payment as provided in Paragraph 7.

11. Hold Harmless

The parties agree that each one is responsible for its own negligence and will, to the extent of its negligence, hold harmless the other party from any and all claims, losses or causes of action, suits and actions in equity of any kind relating to performance of work under this Agreement.

12. Force Majeure

Neither party shall be deemed in default for the non-performance or for an interruption or delay in performance of any of the terms or conditions of this Contract if the same shall be due to any labor dispute, strike, lockout, civil commotion or like operation, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, inability to obtain labor, services or materials or through an act of God or causes beyond the reasonable control of that party, provided such cause is not due to the willful act or neglect of that party.

13. Waiver

Any waiver of any breach of any of the terms, covenants, agreements or conditions hereof shall not be deemed a continuing waiver nor will it limit or abridge any other provision of the Agreement.

14. Notice

Notice provided by Camas to Clark County Washington is deemed complete if mailed by regular United States postal delivery, addressed to the Clark County, Information Technology Dept. Suite 530, PO Box 5000, Vancouver, Washington 98666- 5000. Notice provided by Clark County to Camas is deemed completed if mailed by regular United States postal delivery, addressed to City of Camas, 616 NE 4th Ave, Camas, WA 98607.

15. Severability

If any part of this Agreement is found unenforceable or illegal, the balance of the Agreement remains in full force.

16. Security and Standards

Clark County at times may provide direction regarding best practices, and standards regarding technology configuration and security that Clark County believes Camas should employ. It will be up to Camas to determine if they will implement the standards. Clark County does not guarantee the use of recommended best practices and standards will protect Camas from outages or cybersecurity incidents.

17. No Third-Party Beneficiary

This Agreement is intended for the benefit of the parties and does not create any rights in a third party or any third-party beneficiaries of any kind.

18. Integration and Incorporation

This Agreement contains all of the provisions the parties have agreed to and no other act or statement shall modify it and every TO incorporates all of the terms herein and constitutes a separate agreement. No prior Agreements shall have any effect to the contrary.

19. Ratification

Acts taken in conformity within the scope of the Agreement prior to its execution and filing are hereby ratified and affirmed.

20. Amendments

Any amendments to the agreement shall have no legal effect until reduced to writing and signed by both parties.

21. Dispute Resolution

The parties shall strive to resolve any dispute between them by negotiation in good faith. They may also agree to mediation if mutual consent is expressed in a written agreement. If negotiation or other form of dispute resolution agreed to by the parties is not successful, all remedies in equity or law shall remain available to them.

22. Venue

The venue for any action arising under the terms of this Agreement is the Superior Court of Clark County, Washington.

Clark County

Kathleen Otto Date
County Manager

APPROVED AS TO FORM ONLY
Kevin McDowell

Deputy Prosecuting Attorney

Camas

Doug Quinn Date
City Administrator

TASK ORDER

Task Order Number:	2024-1
Task Order Title:	Access to Supplemental and Emergency Support
Provider:	Clark County, IT Department
Recipient:	City of Camas, IT Department
Primary POC, County:	Mike Sprinkle – Director of Information Technology
Primary POC, Camas:	Michelle Jackson – Director of Information Technology
Task Order Cost:	<p>Costs will be estimated as best as possible by Clark County before work is started.</p> <p>The nature of some emergency tasks may be difficult to estimate and time estimation may be less critical than the restoration of services.</p>
Cost Maximum:	Cost maximum will be estimated as best as possible by request task or the specific engagement.
Billing Frequency:	Quarterly
Task Details:	<ol style="list-style-type: none"> 1. Scheduled Supplemental Support <ol style="list-style-type: none"> a. The City of Camas IT will make a request of Clark County IT to provide supplemental support of a specific task or project. b. If the County purchases hardware on behalf of the City of Camas, the equipment will be purchased through a previously used VAR (value added reseller) and will use an existing cooperative contract such as the NASPO or Omnia contracts that Clark County is already approved to purchase equipment or software through. c. Clark County will ensure that any purchased equipment, software, or vendor support will be legally transferred to the City of Camas. d. Delivery of equipment should follow the path of convenience for both parties. <ol style="list-style-type: none"> i. Ship equipment to/from sites ii. Manually deliver equipment to onsite premises (either party) 2. Emergency Support <ol style="list-style-type: none"> a. In the event that City of Camas staff is unavailable to respond to an outage for any reason, the City of Camas can request Clark County staff to assist in the restoration of services. b. Clark County will make every attempt to follow City of Camas standards and processes. However, without previous documentation about the

	<p>technology, and with the main priority being the restoration of services, Clark County may not be able to ensure restoration of services will match how City of Camas technology resources would have restored services.</p> <ul style="list-style-type: none"> c. Clark County will ensure that they provide documentation of all actions taken and configuration changes made during restoration to ensure that City of Camas resources can review completed work after they are available. d. Clark County resources will also be made available for any meetings with City of Camas resources to discuss actions taken during restoration.
<p>Additional Notes:</p>	<ol style="list-style-type: none"> 1. All staff costs will be calculated using hourly rates documented in Attachment 1. 2. All technology equipment or software costs would be based on the actual dollar amount of the purchase made. 3. Remote support is preferred but will be determined based on Clark County's ability to access City of Camas environment remotely. 4. Equipment Disposal <ul style="list-style-type: none"> a. Any City of Camas information technology replaced, or obsolete assets will be returned to the City of Camas for disposal. 5. Physical or Virtual Access <ul style="list-style-type: none"> a. The City of Camas will make every attempt to successfully provide the required physical or virtual access to Clark County resources. 6. This task does not include any ongoing, daily, long-term (more than 1 week) support of technology equipment such as computers or network equipment. <ul style="list-style-type: none"> a. That type of support can be obtained but would be a separate Task Order.

**Attachment 1
City of Camas
Services Contract Hourly Rates**

Job Classification	2024 Cost (per hour)
IT Professional III (Ex. Desktop Admin)	\$80.47
IT Professional IV (Ex. DBA, Network Admin, System Admin, Programmer)	\$93.39
IT Professional V (Ex. Sr. DBA, Sr. Network Admin, Sr. System Admin, Sr. Programmer)	\$104.97
Management	\$103.45
After Hours Support (all roles)	\$125.00