

INTERLOCAL SERVICE LEVEL AGREEMENT

This Interlocal Agreement is entered into this ____ day of _____ 2024, between Stevens County, a political subdivision of the state of Washington having offices for the transaction of business at 230 East Birch Street, Colville, Washington 99114, hereinafter referred to as "Stevens County," and the City of Chewelah, a municipal corporation of the state of Washington, having offices for the transaction of business at 301 E Clay Ave, Chewelah, WA 99109, hereinafter referred to as "City," and pursuant to the authority granted by Chapter 39.34 RCW, the Interlocal Cooperation Act. Together Stevens County and the City are referred to as "Parties" and individually as "Party."

WHEREAS, Stevens County owns and operates a network for operation of linked computers and internet managed by Stevens County Information Services (IS) ; and

WHEREAS, the City desires to utilize the services of IS for the provisioning of PC or laptop workstations, network and general technical support; and

WHEREAS, IS is willing and able to provide the service requested by the City.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. **PURPOSE.** The City hereby contracts with Stevens County and IS for the use of Stevens County's network system, the provisioning and maintenance of PC or laptop workstations, and technical support, in exchange for a fee as set forth in paragraph 3 below. This Interlocal Service Level Agreement sets out the terms and conditions under which Stevens County will cooperatively provide the City with services managed by IS.
2. **DURATION.** This Agreement is effective on the date of execution by both parties and remains in full force and effect until December 31, 2029, or until terminated by either party in accordance with the TERMINATION provision herein.
3. **MANNER OF FINANCING.** For services rendered pursuant to this Agreement, the City shall pay to Stevens County \$7500.00 per quarter for services described herein.
4. **CITY EQUIPMENT AND SOFTWARE COSTS.** The City shall be responsible and liable for all costs incurred in the acquisition of its own equipment by the County (data processing and telecommunication) and software subscriptions. All equipment attached to Stevens County network must be compatible with Stevens County Information Services Department and must comply with established configuration and security requirements. The City will reimburse Stevens County for these purchases (i.e. workstations, printers, phones, video conferencing, software, O365, etc.).
5. **INVOICES AND LATE PAYMENT.** IS will invoice the City detailing charges for services rendered and equipment purchases. Payment is due upon receipt of invoice by the City and becomes delinquent 30 days thereafter. A late payment charge may be applied to any remaining balance 60 days after the invoice is issued. Late payment charges will be imposed on the unpaid balance at a rate of 1% per month. Agreements with balances more than 90 days past due may be terminated under the TERMINATION FOR CAUSE provision of this Agreement, and services discontinued.

6. COUNTY NETWORK ACCESS SERVICE AND HELPDESK SERVICE. Stevens County will maintain connections from the City Office to Stevens County's Data Center in Colville in order to provide the City with services including offsite backups, security monitoring and direct network and PC support. Stevens County will maintain and assist with the network equipment at the City's location and will resolve any connectivity issues that may prevent access to Stevens County network and/or the internet.

Stevens County network availability objective is 99.8% seven days per week, 24 hours per day, with the following exceptions: Scheduled maintenance, software/hardware upgrades, and emergency maintenance.

This Service Level Agreement for network access is intended for the sole use of the City's employees. Any additional entities requesting County network access must obtain permission and prior approval from IS.

All configuration changes to Stevens County network will be made by IS. The City will provide a primary and alternate point of contact name of authorized personnel who can coordinate or request access changes to Stevens County network.

Stevens County will assist the City with all technology projects that connect to Stevens County network. All project requests shall contain a scope of work document submitted by the City and Stevens County will provide a good faith estimate of project implementation costs and timelines.

Stevens County Technical Help Desk support hours are from 8:00 am to 4:30 pm, Monday through Friday. The preferred contact method for the City employees is to submit support requests via Stevens County's online ticketing system. If there are equipment failures, the Help Desk can be contacted at (509) 684-7505 or afterhours at (509) 685-2870.

7. SERVICE PROVISIONING. Requests for new service, changes to existing service, or billing and service agreement changes shall be submitted, in writing, to:

Stevens County Information Services Department
Attn: Director
252 E Birch Ave
Colville, WA 99114
(509) 684-7505

8. SERVICE ADDS/CHANGES. Service additions or changes occurring on or before the 15th of the month will be charged for the full month. Additions or changes occurring after the 15th of the month will be invoiced starting the following month. All service additions or changes must be submitted in writing.

9. SURRENDER OF PROPERTY. Both parties shall surrender to each other all property owned by the other prior to settlement upon completion, termination, or cancellation of this Agreement.

10. USE OF SOFTWARE. Software provided by Stevens County in support of the City's technology support will be in accordance with the licensing policies of the software vendor. Stevens County and the City agree to comply with vendor software license agreements negotiated and

purchased by Stevens County for support of the City's operations. Stevens County agrees to assist the City in software license compliance by acting as license coordinator for the City but does not assume liability for license non-compliance by the City. Stevens County and the City agree to promote software sharing and pooling where possible in order to obtain cost-effective technology solutions.

11. PROPRIETARY INFORMATION. Proprietary information disclosed by either party to the other for the purposes of this Agreement, which is clearly so identified in writing as proprietary, shall be protected by the recipient in the same manner and to the same degree that the recipient protects its own proprietary information. Such information will be disclosed only to those employees of the recipient requiring access thereto in order to perform this Agreement. All information or data on Stevens County or the City networks shall be treated as proprietary regardless of ownership.

12. TERMINATION

12.1 TERMINATION FOR CONVENIENCE. Either party may terminate this Agreement upon 60 days written notice to the other. If this Agreement is terminated in accordance with this paragraph, each party shall be entitled to payment for actual work performed at agreed upon costs for completed items of work. An equitable adjustment of the Agreement costs for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this Agreement at any time during the term, whether for default or convenience, shall not constitute a breach of contract.

12.2 TERMINATION FOR CAUSE. If Stevens County or the City does not fulfill in a timely manner its performance obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will correct the violation or failure within 30 working days. If the failure or violation is not corrected, this Agreement may be terminated immediately by written notice from the aggrieved party to the other party. Upon termination of this Agreement, the City will pay for services rendered prior to the effective date of the termination.

12.3 TERMINATION OF AGREEMENT; 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. Stevens County wrongfully using the data processed by the City or without authorization by the City;
- B. This Agreement being determined to conflict with federal or state law or County or applicable City resolutions or ordinances which are in effect at the time of this Agreement;
- C. Stevens County selling, giving, leasing, or loaning access to the City's workstations or the data contained therein to any person or in any way, directly or indirectly, allowing copies to be made to any person without the express written approval by the City; or
- D. Failure to conform to federal, state, or regulatory agency security requirements by either party.

13. LIMITATION OF LIABILITIES AND REMEDIES

13.1 NON-CONFORMING SERVICES. For any services which fail to conform to the specification of this Agreement, if such failure is caused solely by the negligence of IS, no charge will be invoiced. If both parties are negligent, they agree to apportion between them the damage attributable to the actions of each. The City is solely responsible for any damage caused in whole or in part by inaccurate or inadequate data, programs, or software furnished by IS to the City.

13.2 EQUIPMENT DAMAGE. For any equipment damaged as the result of negligence by either party, the negligent party is obligated to pay for repair or replacement of the damaged equipment. If both parties are negligent, the parties agree to apportion between them the damage attributable to the actions of each.

13.3 THIRD PARTY CLAIMS. In the event either party is found liable for damages to third parties as a result of the performance of services under this Agreement, each party will be financially responsible for the portion of damages attributable to its own acts and responsibilities under this Agreement.

14. VENUE AND CHOICE OF LAW. This Agreement has been and shall be construed as having been made and delivered within the State of Washington. This Agreement shall be governed by the laws of the State of Washington, both as to interpretation and performance. Any action in law, suit in equity, or judicial proceedings for the enforcement of this Agreement or any provisions thereof shall be instituted and maintained only in the courts of competent jurisdiction in Stevens County, Washington.

15. ASSIGNMENT. This Agreement may not be assigned by either party to a third party without the prior written consent of Stevens County or the City.

16. WAIVER. If a breach of a provision of this Agreement is waived for a particular transaction or occurrence, waiver for a similar breach in a subsequent similar transaction or occurrence may not be implied.

17. SEVERABILITY. If any term or condition of this Agreement or application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application.

18. NOTICES. All notices and communications which may be required by this Agreement shall be in writing and may be given by hand delivery or by depositing in the U.S. Mail, first class, postage prepaid. Notice shall be sent to:

Stevens County: Stevens County Board of County Commissioners
Attn: Clerk of the Board
215 S. Oak Street
Colville, WA 99114

City of Chewelah: City Manager
301 E Clay Ave
Chewelah, WA 99109

19. **AMENDMENTS/MODIFICATIONS.** This Agreement may be modified or amended by the mutual written consent of the parties. Terms and condition specified in an order supplement will have precedence over the terms and conditions specified in this Agreement. Any order supplement may amend or modify the terms in this Agreement.

20. **SIGNATURE BLOCKS.** The parties acknowledge they have read, understand, and accept this Agreement, including any supplements or attachments, and that this Agreement constitutes the entire Agreement between them and supersedes all other communications, written or oral, relating to the subject matter of the Agreement.

21. **Authorization.** Each party signing below warrants to the other party that they have the full power and authority to execute this Agreement on behalf of the party for whom they sign.

IN WITNESS WHEREOF, the parties have executed this Interlocal Service Agreement on the dates reflected below.

Dated: _____

Dated: _____

City of Chewelah:

Stevens County:

Print Name: _____

Mark Burrows, District #2, Chairman

Title: _____

ATTEST:

Wes McCart, District #1

Greg Young, District 3

ATTEST:

Trevor Sellars, Information Services Director

Jonnie R. Brown
Clerk of the Board