



STAFF REPORT/RESOLUTION

TO: Southwest Washington Regional Transportation Council Board of Directors
FROM: Matt Ransom, Executive Director
DATE: July 28, 2020 
SUBJECT: **RTC – Clark County Interlocal Agreement for Reimbursable Services – IT Services, Resolution 08-20-20**

AT A GLANCE - ACTION

The RTC is authorized to contract on a fee-for-service basis with member agencies to provide specialty and project management services. RTC and Clark County currently contract for IT Services, and the current Agreement needs to be updated. Approval of the Agreement establishes a contract for IT and related services.

INTRODUCTION

The Southwest Washington Regional Transportation Council (RTC) was organized in 1992 through an Interlocal Agreement among signatory (member) agencies. The Interlocal Agreement provides that RTC may contract on a fee-for-service basis with parties to the agreement and with non-party agencies and private entities which will provide special services.

RTC and Clark County find it mutually advantageous to utilize the other’s personnel, systems, and expertise to increase efficiency. Clark County will provide IT Facilities, Support, Maintenance, System Administration, and other specialty and project management services to RTC on a contract basis. The proposed Interlocal Agreement for Reimbursable Services is an update to an existing agreement.

POLICY IMPLICATION

None. Upon approval of the Resolution and the Agreement, the executive officers of each agency may enter into work orders and seek reimbursement for services rendered.

BUDGET IMPLICATION

None. Each party requesting service, covenants by executing a work order pursuant to the Agreement, that it has (or will) have sufficient resources to reimburse the other party for services rendered.

ACTION REQUESTED

Adoption of Resolution 08-20-20 authorizes the Executive Director to sign the Interlocal Agreement for Reimbursable Services between RTC and Clark County.

ADOPTED this 4th day of August 2020, by the Southwest Washington Regional Transportation Council.

SOUTHWEST WASHINGTON
REGIONAL TRANSPORTATION COUNCIL

ATTEST:

Scott Hughes
Chair of the Board

Matt Ransom
Executive Director

Attachment: Interlocal Agreement for Reimbursable Services

Return to: Southwest WA Regional Transportation Council
1300 Franklin Street, 1st Floor
PO Box 1366
Vancouver, WA 98666-1366
Document: Interlocal Agreement for Reimbursable Services
Grantor: Clark County
Grantee: RTC

INTERLOCAL AGREEMENT FOR REIMBURSABLE SERVICES

THIS CONTRACT made and entered into this _____ day of _____, 2020, is effective for five years from its date of filing, by and between CLARK COUNTY, WASHINGTON, (hereinafter "Clark County"), and the Southwest Washington Regional Transportation Council, a regional transportation planning organization duly organized pursuant to the laws of Washington, (hereinafter, "RTC".)

WHEREAS, the RTC 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 in combination, 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 the RTC and Clark County; now, therefore,

IT IS COVENANTED AND AGREED as follows:

1. Parties

The parties to this Agreement are Clark County and the Southwest Regional Transportation Council ("RTC").

2. Purpose

The Purpose of this Agreement is for the County to assist the RTC, in a cooperative manner, with the equipment and personnel it is lacking to carry out the RTC's functions.

3. Services

Clark County shall provide those services requested in work orders to accompany this Agreement with the same standards provided by Clark County within its boundaries.

4. Task Orders

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 the RTC. 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 and the Clark County IS Service Guide (<http://intranet/index.asp> see side bar link to Service Desk and Service Availability).

5. Budget Approval

RTC covenants that its requests for service are within its annual budget.

6. Recovery of All Costs

Clark County shall recover all of its costs from the RTC 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 and direct charges.

7. Payment

The RTC 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. The RTC shall endeavor to timely pay all bills for service. 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 , 2020 and it shall remain in effect until , 2025 or upon termination pursuant to Section 10 of the Agreement.

10. Termination

A. Termination for Convenience

Either party may terminate this Agreement or a specific Task Order for convenience, after first providing written notice of the intent to terminate to the other party, 180 calendar days in advance.

B. 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.

C. 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 6.

11. Indemnification and Hold Harmless

The parties agree that each one is responsible for its own negligence and will, to the extent of its negligence, indemnify and hold harmless the other party from any and all claims, losses or causes of action, suits and actions in equity of any kind. The obligation of indemnification and hold harmless shall not apply to gross negligence or intentional misconduct.

12. Force Majeure

Neither party shall be deemed in default for the nonperformance or for an interruption or delay in performance of any of the terms or conditions of this Service 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 the RTC to Clark County Washington is deemed complete if mailed by regular United States postal delivery, addressed to the Clark County, Infrastructure Services

Department, PO Box 5000, Vancouver, Washington 98668. Notice provided by Clark County to RTC is deemed completed if mailed by regular United States postal delivery, addressed to RTC Executive Director, PO Box 1366, Vancouver, Washington 98666-1366.

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

The County shall maintain the RTC computing environment as required to comply with current County information systems security standards and protocols. Further, the RTC will support County personnel in County efforts to maintain information systems security as defined by the County policies governing information systems security. The RTC computing devices shall participate in patch management and desktop security management practices as deemed necessary by the County to maintain security compliance of the network. Equipment connecting to a RTC PC or the network must be approved by the County prior to connecting as defined by the County IT Asset Management Policy. The RTC agrees to comply with established County policies related to the administration of the desktop computing environment, security, and system standards. Any violation of the County's Information Services Policies and Procedures extending beyond 14 days past the date of notice shall be grounds for immediate termination of this contract and cessation of all associated services. It is understood and agreed between the parties that this CONTRACT shall not be assigned, transferred or any portion subcontracted hereunder by the either party without the prior written permission of the other party. The county at this time does not provide business continuity or disaster recovery.

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.

IN WITNESS WHEREOF, the parties have set their hands this _____ day of _____, 2020.

CLARK COUNTY, WASHINGTON,
A subdivision of the State of Washington

Approved as to Form Only
ANTHONY F. GOLIK
Prosecuting Attorney

By: _____
Kathleen Otto, Interim County Manager

By: _____
Deputy Prosecuting Attorney

SOUTHWEST WASHINGTON REGIONAL TRANSPORTATION COUNCIL,
A regional metropolitan transportation planning organization

Approved as to Form Only

By: _____
Matt Ransom, Executive Director

By: _____
TED H. GATHE
RTC General Counsel

Date: _____

ATTACHMENTS TO BE INSERTED PRIOR TO SIGNATURE

TASK ORDERS:

- IT Facilities, Hardware Support, and Hardware Maintenance
- System Administration