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**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF WASHINGTON
OFFICE OF THE SECRETARY OF STATE
AND
CLALLAM COUNTY AUDITOR'S OFFICE
FOR VOTEWA MAINTENANCE AND SUPPORT COSTS**

This intergovernmental agreement ("Agreement") is entered into by the Washington State Office of the Secretary of State ("OSOS") and the Clallam County Auditor's Office ("County").

WHEREAS, Chapter 39.34.080 RCW authorizes governmental entities to enter into agreements for the joint and cooperative exercise of their respective authorities; and

WHEREAS, the OSOS and thirty-nine (39) Washington State Counties have collaborated together in order to modernize, streamline, and improve the elections process through the development and implementation of a statewide modern Elections Management Project (EMP) for Washington State, known as VoteWA; and

WHEREAS, upon final acceptance and implementation of the VoteWA system, the OSOS and 39 Washington State Counties have agreed to share the costs equally for vendor maintenance and support costs of the VoteWA system.

NOW, THEREFORE, in consideration of the mutual benefits to be derived, the parties agree as follows:

1. PURPOSE

This Agreement identifies the OSOS and County's obligations and duties for the annual vendor maintenance and support costs of the VoteWA system.

2. PERIOD OF PERFORMANCE

The period of performance under this Agreement will be from the date of the execution (the "Effective Date") with no end date.

3. DUTIES

The parties will perform the following duties for the annual vendor maintenance and support costs for the VoteWA system.

A. OSOS will:

1. Invoice the County each year directly for one-half, or fifty percent (50%) of the annual cost of vendor maintenance and support for the VoteWA system. Annual vendor maintenance cost and support through June 30, 2025 is \$696,456.00. OSOS

will have the option to extend maintenance and support services beyond June 30, 2025. Annual fees for maintenance and support services June 30, 2025 will be subject to an annual increase of no more than 5%, excluding fee adjustments for ballot download fees.

2. Calculate the cost of the VoteWA System maintenance and support for each County based upon the following formula:

$$\frac{\text{Registered Voters in county for prior year general election}}{\text{Total Registered Voters in the state for prior year's general election}} \times (\text{Maintenance costs} \times 0.5)$$

Example:

Registered voters in County for prior year general election = 1,000

Total registered voters in the State for prior year's general election = 1,000,000

Maintenance cost = \$50,000.00

$$1,000/1,000,000 \times (\$50,000.00 \times 0.5) =$$

$$.001 \times \$25,000.00 = \$25.00$$

3. Prorate the first year of maintenance and support based upon when the VoteWA system is fully operational.

B. County will:

1. Within 30 days of receipt of the annual invoice for VoteWA maintenance and support, issue payments to the OSOS through warrant or electronic transfer.
2. Notify OSOS of any contact information changes affecting this Agreement within 30 days.

4. AGREEMENT MANAGEMENT

The following individuals are responsible for the management of this agreement:

- A. **OSOS:** Shannon Cortez
 Deputy Director of Elections
 Office of the Secretary of State
 PO Box 40229
 Olympia, Washington 98504
 shannon.cortez@sos.wa.gov
 360-902-4169

B. **County:** Clallam County Auditor's Office
Shoona Riggs, Auditor
223 E. 4th St. Suite 1
Port Angeles, WA 98362
sriggs@co.clallam.wa.us
360-417-2222

6. WAIVER

Waiver of any default may only be in writing and shall not be deemed a waiver of any subsequent default. Waiver of breach of any provision of the Agreement shall not be deemed a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such in writing, signed by the parties to this Agreement, and attached to the original Agreement.

7. DISPUTES

If a bona fide dispute arises between OSOS and County, both parties will make a good faith effort to resolve the dispute pursuant to negotiation. If the parties fail to resolve the dispute through negotiation, the parties may choose a mutually acceptable Alternate Dispute Resolution method. Such an Alternative Dispute Resolution process shall precede any action in a court of law.

8. TERMINATION

Either party may terminate this Agreement by providing written notice a minimum of 90 days prior to the termination date. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

9. SAVINGS

In the event funding from state, or other sources is withdrawn, reduced, or limited in any way after the effective date of the Contract and prior to normal completion, OSOS may terminate the contract, without the 90 day notice requirement, subject to renegotiation under those new funding limitations and conditions.

10. INDEPENDENT PARTIES; INDEMNIFICATION

It is understood that, in entering into and performing under this Agreement, neither party is an employee or agent of the other party. Each party to this Agreement shall be responsible for its own acts and/or omissions and those of its officers, employees, and agents. Each party shall indemnify the other party for any negligent acts or willful misconduct committed by its employees, officers, or agents. OSOS' indemnity obligations under this Agreement shall apply to the extent permitted by the laws of the State of Washington.

11. ENTIRE UNDERSTANDING

This Agreement sets forth the entire understanding of the parties and may be modified only by written instrument duly executed by each party

12. GOVERNING LAW

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

13. HEADINGS

The headings of the various sections of this Agreement have been inserted for convenience and reference only and shall not be deemed part of this Agreement.

The persons signing below warrant that they have the authority to execute this Agreement.

OFFICE OF THE SECRETARY OF STATE

CLALLAM COUNTY
Board of Clallam County Commissioners



Mark Neary
Assistant Secretary of State

1/13/20
Date



Mark Ozias
Chair

12-31-19
Date

Approved as to form only by:



Elizabeth Stanley
Civil Deputy Prosecuting Attorney
Clallam County

12/6/2019