

County Contract #100221.19.13
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JAN 17 2020

CLALLAM CO AUDITOR
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**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF WASHINGTON
OFFICE OF THE SECRETARY OF STATE
AND
CLALLAM COUNTY AUDITOR'S OFFICE
FOR ONLINE CANDIDATE FILING**

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, RCW 29A.24.091 requires a candidate for a salaried public office position to file a Declaration of Candidacy and pay a filing fee;

WHEREAS, RCW 29A.24.091 makes the Declaration of Candidacy filing fee payable to OSOS or a county, depending on the public office position;

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

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

1. PURPOSE

This Agreement identifies the parties' arrangements regarding the collection and distribution of electronic filing fee payments submitted with online Declaration of Candidacy filings.

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, unless otherwise terminated as provided herein.

3. DUTIES

The parties will perform the following duties for online Declaration of Candidacy filings submitted with electronic payment.

A. OSOS will:

- 1. Provide a method, on behalf of County, for public office candidates to file Declarations of Candidacy online using the VoteWA system maintained and sponsored by the OSOS and Washington State Counties;

2. Accept electronic payments online for Declaration of Candidacy filing fees;
3. Calculate Declaration of Candidacy filing fees payable to County;
4. Distribute appropriate Declaration of Candidacy filing fees to County.
5. Concurrent with each distribution of fees, provide a candidate filing fee report identifying the associated candidates and fee amounts, including any totals reduced due to filing fee petitions.
6. OSOS will absorb all merchant transaction fees.

B. County will:

1. Review candidate filing fee reports from OSOS, and promptly inform OSOS of any discrepancies; and
2. Notify OSOS, within thirty (30) days, of any contact information change affecting this Agreement.

4. PAYMENT

OSOS will issue any payments to County through warrant or electronic transfer. Payment(s) will occur within sixty (60) days after each filing deadline.

5. 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:** 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 under the "Termination for Convenience" clause, without the 90 day notice requirement, subject to renegotiation under those new funding limitations and conditions.

10. 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.

11. GOVERNING LAW

The 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.

12. 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.

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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

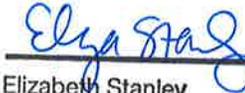


Mark Ozias
Chair

12-31-19

Date

Approved as to form only by:



Elizabeth Stanley
Civil Deputy Prosecuting Attorney
Clallam County

12/6/2019