



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

March 31, 2008

Ordinance 16045

Proposed No. 2008-0173.1

Sponsors Hague, Lambert and Patterson

1 AN ORDINANCE authorizing the chair of the council to
2 enter into a contract for consultant services to advise and
3 assist the council in the acquisition of a constituent
4 relationship management system.

5

6 **STATEMENT OF FACTS:**

- 7 1. The King County council sets policies, enacts laws, helps constituents
8 and adopts the annual county budget. The council is divided into nine
9 council districts, with approximately 200,000 constituents in each district.
- 10 2. In order to carry out their required duties, councilmembers receive and
11 send communications their constituents. At the present time, each
12 councilmember has developed his own method of saving constituent
13 information and the outcomes of constituent requests.
- 14 3. The council desires to acquire a constituent relationship management
15 system that will standardize the retention of constituent information and to
16 secure a contract with an independent consultant to evaluate and make
17 recommendations on various options to accomplish this task.

18 4. The Technology Solutions Group , a division of the state Center for
19 Information Services, provides these services to local government
20 agencies throughout the state.

21 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

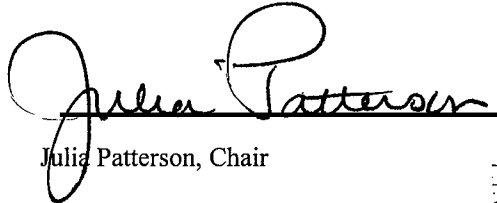
22 SECTION 1. The chair of the council is hereby authorized to enter into an
23 interlocal agreement, substantially in the form of the attached, with the Center For
24 Information Services, Technology Solutions Group.

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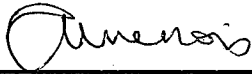
Ordinance 16045 was introduced on 3/24/2008 and passed by the Metropolitan King
County Council on 3/31/2008, by the following vote:

Yes: 7 - Ms. Patterson, Mr. Dunn, Ms. Lambert, Mr. Ferguson, Mr. Gossett,
Mr. Phillips and Ms. Hague
No: 0
Excused: 2 - Mr. Constantine and Mr. von Reichbauer

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON


Julia Patterson, Chair

ATTEST:



Anne Noris, Clerk of the Council

APPROVED this 10 day of April, 2008.



Ron Sims, County Executive

RECEIVED
2008 APR 10 PM 1:23
CLERK
KING COUNTY COUNCIL

Attachments A. Interlocal Agreement Between Center for Information Services and King County

**INTERLOCAL AGREEMENT BETWEEN CENTER FOR INFORMATION
SERVICES AND KING COUNTY**

THIS AGREEMENT is made and entered into this _____ day of _____, 2008. The parties ("Parties") to this Agreement are the Center For Information Services ("CIS"), a State of Washington agency and King County, a political subdivision of the State of Washington ("County").

WHEREAS, the County desires to retain the services of Technology Solutions Group ("TSG"), a division of CIS, for the purpose of advising and assisting the County in the acquisition of a constituent relationship management system.

WHEREAS, the governing bodies of each of the parties hereto have determined to enter into this Agreement as authorized and provided for by the Interlocal Cooperation Act, codified at Chapter 39.34 RCW, and other Washington law, as amended;

NOW THEREFORE, in consideration of the mutual terms, provisions and obligations contained herein, it is agreed by and between CIS and the County as follows:

1. Statement of Work
The TSG shall advise and consult with King County Council staff as Council staff accomplish all things necessary for or incidental to the performance of the work set forth in Attachment(s) "A" attached hereto and incorporated by reference herein.
2. Duration. This Agreement shall take effect following the approval of the Agreement by the official action of the governing bodies of each of the Parties and the signing of the Agreement by the duly authorized representative of each of the Parties, and shall continue in force until April 1, 2009, unless terminated sooner as provided herein.
3. Payment. Compensation for the work provided in accordance with this agreement has been established under the terms of RCW 39.34.130. The parties have estimated that the cost of accomplishing the work herein will not exceed amounts listed in accordance with Attachment(s) "B", Budget, attached hereto and incorporated by reference herein. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually, via an amendment, agree to a higher amount for any work that will cause the maximum payment to be exceeded. Compensation for services shall be based on the rates herein and in accordance with the terms as set forth in accordance with Attachment(s) "B".
4. Billing Procedure. The TSG shall submit invoices to the County monthly. Payment to the TSG for approved and completed work will be made by warrant or account transfer by the County within 30 days of receipt of the invoice. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

5. Records Maintenance. The parties to this Agreement shall each maintain books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

6. Rights in Data. Unless otherwise provided, data that originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the County. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.
7. Independent Capacity. The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party. Standards of performance, discipline and all other aspects of performance shall be governed by the County.
8. Agreement Amendments. This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties following authorization by the governing body of each party.
9. Termination. Either party may terminate this Agreement upon 30 days' prior written notification to the other party. 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.
10. Termination For Cause. If for any cause, either party does not fulfill in a timely and proper manner its 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 be given the opportunity to correct the violation or failure within 15 working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

11. Governance. This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:
 - a. Applicable state and federal statutes and rules;
 - b. Statement of work; and
 - c. Any other provisions of the agreement, including materials incorporated by reference.
12. Assignment. The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.
13. Waiver. A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.
14. Severability. If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.
15. All Writings Contained Herein. This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.
16. Contract Management. The program manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The Program Manager for the County is:

Paul Gaskill, Network Manager
Metropolitan King County Council
516 3rd Ave, MS KCC-CC-1200
Seattle, WA 98104
206-296-1645
Paul.gaskill@KingCounty.gov

The Program Manager for Center for Information Services, Technology Solutions Group is:

Bob Edwards
CIS Technology Solutions Group
2320 South 19th Street
Tacoma, WA 98405
(360) 866-2227
Robert.Edwards@comcast.net

17. Indemnification.

17.1. The County shall indemnify and hold harmless the CIS and its officers, agents and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason or arising out of any negligent action or omission of the County, its officers, agents, and employees, or any of them, in performing obligations pursuant to this Agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against the CIS, the County shall defend the same at its sole cost and expense, provided that the CIS retains the right to participate in said suit if any principle of governmental authority is involved, and if final judgment be rendered against the CIS and its officers, agents, and employees, or any of them, or jointly against the CIS and County and their respective officers, agents, and employees, or any of them, the County shall satisfy the same.

- 17.2. The CIS shall indemnify and hold harmless the County and its officers, agents and employees or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason or arising out of any negligent action or omission of the CIS, its officers, agents, and employees, or any of them, in performing obligations pursuant to this Agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against the county, the CIS shall defend the same at its sole cost and expense, provided that the County retains the right to participate in said suit if any principle of governmental authority is involved; and if final judgment be rendered against the County and its officers, agents, employees, or any of them, or jointly against the CIS and County and their respective officers, agents, and employees or any of them, the CIS shall satisfy the same.
- 17.3. The CIS and the County acknowledge and agree that if such claims, actions, suits, liability, loss, costs, expenses and damages are caused by or result from the concurrent negligence of the CIS, its agents, employees, and/or officers and the County, its agents, employees, and/or officers, this section shall be valid and enforceable only to the extent of the negligence of each party, its agents, employees and/or officers.
18. Administration. This Agreement shall be administered by the Network Manager of the Metropolitan King County Council or his/her designee, and the CIS Administrator, or his/her designee.
19. General Provisions.
- 19.1. Entire Agreement. This Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement and no prior agreements shall be effective for any purpose.
- 19.2. Filing. A copy of this Agreement shall be recorded with the King County Auditor.
- 19.3. Records. Any of either party's records related to any matters covered by this Agreement not otherwise privileged shall be subject to inspection, review, and/or audit by either party at the requesting party's sole expense. Such records shall be made available for inspection during regular business hours within a reasonable time of the request.
- 19.4. Amendments. No provision of this Agreement may be amended or modified except by written agreement signed by the Parties.
- 19.5. Severability. If one or more of the clauses of this Agreement is found to be unenforceable, illegal, or contrary to public policy, the Agreement will remain in full force and effect except for the clauses that are unenforceable, illegal, or contrary to public policy.
- 19.6. Assignment. Neither the CIS nor the County shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other Party.

- 19.7. Successors in Interest. Subject to the foregoing subsection, the rights and obligations of the Parties shall inure to the benefit of and be binding upon their respective successors in interest, heirs, and assigns.
- 19.8. Remedies. In addition to any other remedies provided at law, the Parties agree that in the event of a breach of this Agreement, the aggrieved party may seek specific performance.
- 19.9. Dispute Resolution. The Parties should attempt if appropriate to use a formal dispute resolution process such as mediation, through an agreed-upon mediator and process, if agreement cannot be reached regarding interpretation or implementation of any provision of this Agreement. All costs for mediation services would be divided equally between the Parties. Each jurisdiction would be responsible for the costs of their own legal representation.
- 19.10. Attorney's fees. In the event either of the Parties defaults on the performance of any terms of this Agreement or either Party places the enforcement of this Agreement in the hands of an attorney, or files a lawsuit, each Party shall pay all its own attorneys' fees, costs and expenses.
- 19.11. No waiver. Failure of either the County or the CIS to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default.
- 19.12. Applicable Law. Washington law shall govern the interpretation of this Agreement. King County shall be the venue of any arbitration or lawsuit arising out of this Agreement.
- 19.13. Authority. Each individual executing this Agreement on behalf of the CIS and the County represents and warrants that such individuals are duly authorized to execute and deliver the Agreement on behalf of the CIS or the County.
- 19.14. Notices. Any notices required to be given by the Parties shall be delivered at the addresses set forth below. Any notices may be delivered personally to the addressee of the notice or may be deposited in the United States mail, postage prepaid, to the addresses set forth below. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing.

<u>CIS:</u> Director CIS Technology Solutions Group 2320 South 19th Street Tacoma, WA 98405	<u>County:</u> Network Manager Metropolitan King County Council 516 3 rd Ave, MS KCC-CC-1200 Seattle, WA 98104
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- 19.15. Performance. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor.
- 19.16. Equal Opportunity to Draft. Each party has had opportunity to consult with counsel in connection with the negotiation, execution and delivery of this

Agreement. Each of the provisions of this Agreement has been reviewed and negotiated, and represents the combined work product of both parties hereto. No presumption or other rules of construction which would interpret the provisions of this Agreement in favor of or against the party preparing the same will apply in connection with the construction or interpretation of any of the provisions of this Agreement.

19.17. Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the parties hereto. No other person or entity shall have any right of action or interest in this Agreement based on any provision set forth herein.

IN WITNESS THEREOF, the Parties have executed this Agreement.

CENTER FOR INFORMATION
SERVICES:

KING COUNTY:

Signature

Signature

Title: Director, CIS Technology Solutions
Group

Title: Chair, Metropolitan King County
Council

Date: _____

Date: _____

Approved as to Form:

Approved as to Form:

Attorney General's Office

Legal Counsel

Attachment A - Statement of Work

TSG will provide consulting services to the Metropolitan King County Council (Council) to advise and assist Council in the acquisition of a constituent relationship management (CRM) system. TSG will advise and assist Council in:

Review of Project Plan as developed by Council Staff.

Needs Assessment.

- Assess and document current constituent correspondence needs and work processes of Council Districts and Communications group staff through on site interviews.
- Prepare and present a report that documents methods and findings and present recommendations for changes to existing work processes.

Procurement Assistance.

- Preparing a Request for Proposal (RFP) using the information obtained in the needs assessment and other criteria as determined by the project. TSG will recommend vendors and products to be included for consideration based on their knowledge and experience. The RFP shall conform to all King County Procurement policies and procedures.
- Developing evaluation criteria for scoring vendor responses to the RFP.
- Reviewing vendor responses and providing written evaluations for each detailing the opinions and recommendations.
- Selecting finalists for detailed product review including demonstrations.
- Preparing an implementation plan.

Project Timeline

Council's goal is to begin implementation of a CRM system no later than August 1, 2008. Council anticipates that no more than 40% of the total time will be spent on needs analysis and the remainder on procurement assistance.

Below is a summary of project milestones and estimated due dates. Tasks and dates are subject to change.

Task	Due Date
Needs assessment interviews with staff	April 1 – 4 2008
Needs assessment report due	April 11, 2008
RFP ready for publication	May 7, 2008
Review RFP responses	June 2, 2008
Vendor demonstrations	June 20, 2008
Final product selection	July 3, 2008

Attachment B - Budget

Hourly Billing Rate

TSG Staff Associate Rate: \$100.00 per hour

Assigned TSG Associate: Bob Edwards

Attachment B1 – Authorized Budget

Estimated hours: 100

Estimated cost: \$10,000.00

This project is not to exceed \$10,000.