

## SHARED SERVICES INTERLOCAL AGREEMENT

This Shared Services Interlocal Agreement (AGREEMENT), made and entered into pursuant to authority of R.C.W. 39.34.080 and in conformance with R.C.W. 43.09.210, this 3 day of Feb 2014, by and between Lewis County, City of Centralia, City of Chehalis, City of Mossyrock, City of Morton, City of Napavine, Town of Pe Ell, City of Toledo, City of Vader, and City of Winlock, all political subdivisions of the State of Washington, hereinafter referred to collectively as the "Communities" and individually as "Community," HEREBY COVENANT AND AGREE as follows:

1. In the event a Community requests ("Requesting Community") that another Community ("Providing Community") perform work of the manner described below and guarantees reimbursement to the Providing Community for all work done, the Requesting Community will, upon completion of a fully executed Reimbursable Work Order, provide all necessary labor and material and all work incidental to providing such work in the Requesting Community or areas in which the Requesting Community has legal authority to perform the following work:
  - a. Professional Services (RCW 18.100.030), Personnel Services (RCW 39.26.006), and/or
  - b. Materials
  - c. Equipment Maintenance, Repair and Rental
  - d. Purchasing
  - e. Training
2. Each and every work request shall be made on a fully completed and signed Reimbursable Work Order (sample attached), and according to the following steps:
  - a. The Designated Official, as identified in the attach list of Community of the Requesting Community requests an estimate for reimbursable work from the Providing Community by submitting a reimbursable work order.
  - b. The Designated Official or equivalent official of the Providing Community will provide estimated cost of the Work and the availability of resources to perform the work.
  - c. The Designated Official of the Requesting Community approves expenditure of Requesting Community funds to complete the work as described, based on the detailed scope of work provided by the Providing Community.
  - d. The Providing Community Designated Official or equivalent official approves such Reimbursable Work Orders, up to \$20,000 and with an annual aggregate limit of \$30,000. Reimbursable work in excess of these amounts must be performed under a separate Interlocal Agreement, approved by the governing body of the Providing Community.
  - e. The Designated Official of the Requesting Community will submit the Reimbursable Work order to the Requesting Community Fiscal Division or equivalent department for processing upon completion of all work agreed to be performed.


3. The Requesting Community hereby agrees to reimburse the Providing Community for all work done, based upon the actual cost as described in the Requesting Communities Work Order and an administrative fee of 5% or \$100, whichever is greater. The estimated total dollar amount of all work performed by the Providing Community for the Requesting Community under this Agreement shall not exceed \$20,000 per work order, nor an annual aggregate amount of \$30,000.
4. The Requesting Community certifies and warrants that it has the legal authority to accomplish the work with its own forces at the location specified in the Reimbursable Work Order, but in fact has insufficient resources to accomplish said work.
5. It is understood and agreed that the time for and hours of performance of reimbursable work is at the Providing Community's discretion and all reimbursable work as provided for hereto shall be accomplished only, and if, such work does not interrupt or interfere with the Providing Community's regularly scheduled activities.
6. It is understood that the Requesting Community has total responsibility for having in its name all necessary property rights prior to construction and/or maintenance by the Providing Community. Requesting Community shall be responsible for obtaining any permits necessary for the performance of the reimbursable work.
7. It is understood and agreed between the parties hereto that the Requesting Community agrees to protect, defend, indemnify and hold harmless the Providing Community, its commissioners, mayor, councilpersons, officials, agents, attorneys, departments and employees against any and all liabilities, claims, damages, penalties, actions, costs and expenses (including reasonable attorney's fees) which may arise for any reason as a result of the performance of this Agreement by the Providing Community, except insofar as any obligation or responsibility is imposed upon the Providing Community by statute. Requesting Community has negotiated and expressly waives any immunity that may be granted it under the Washington industrial Insurance Act.
8. Requesting Community certifies and warrants that Designated Official or designee has the authority to enter into a reimbursable work order and to bind the Requesting Community thereby.
9. Requesting Community hereby confers on the Providing Community the authority to perform the categories of work listed in paragraph one within the Requesting Community's jurisdictional limits for the purposes of carrying out this Agreement. Further, Requesting Community agrees that when the Providing Community provides services for the Requesting Community, the Providing Community Designated Official or designee, may exercise all the powers and perform all the duties vested by law or by resolution in the Requesting Community or other officer or department administration.

10. The Providing Community shall be considered a contractor of services only and does not purport to represent the Requesting Community professionally other than in providing the services requested by the Requesting Community. As an independent contractor, the Providing Community shall control personnel standards of performance, discipline and all other aspects of performance, including that of the dedicated on-site staff. In the event the Providing Community uses contract services to perform services for the Requesting Community, the Providing Community shall perform the appropriate supervision and inspection of the contractor's work.
11. This Agreement will expire December 31, 2018, unless terminated earlier pursuant to the provisions of this Agreement. Any Community may terminate its participation in this Agreement by depositing in the mail or providing in person a written notice of termination addressed to the Lewis County Board of County Commissioners and the Mayor or City Manager of each participating Municipality. This Inter-local Agreement shall continue as to the remaining parties until only one party remains.
12. This Agreement shall not be deemed or construed to create a separate legal entity or to create a joint venture or partnership among the parties.
13. This Agreement may be amended, altered or changed from time to time by a signed written agreement of all the parties involved. The Agreement as amended shall supersede the preceding Agreement and apply to all parties executing the amended Agreement. The preceding Agreement shall terminate as to all parties, including those who have not agreed to the amendment.
14. All notices or other communications required or permitted under this Agreement shall be sufficiently given if given by electronic communication, with return receipt verified, promptly confirmed in writing by U.S. Mail, return receipt requested:
  - a. If to County: Chair Board of County Commissioners
  - b. If to City of Centralia: City Manager
  - c. If to City of Chehalis: City Manager
  - d. If to City of Mossyrock: Mayor
  - e. If to City of Morton: Mayor
  - f. If to City of Napavine: Mayor
  - g. If to Town of Pe Ell: Mayor
  - h. If to City of Toledo: Mayor
  - i. If to City of Vader: Mayor
  - j. If to City of Winlock: Mayor


15. This Agreement shall be construed and enforced in accordance with the laws of the State of Washington, and venue for any dispute arising hereunder shall be in the Superior Court for the State of Washington in Thurston County.

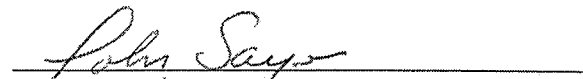
EXECUTED IN DUPLICATE and effective as of the date and year first above written.

  
Rob Hill, City Manager, City of Centralia


  
Merlin MacReynold, City Manager,  
City of Chehalis


  
Tom Meade, Mayor, City of Mossyrock

  
James Gerwig, Mayor, City of Morton

  
John Sayers, City of Napavine

Spencer Nichols, Mayor, Town of Pe Ell

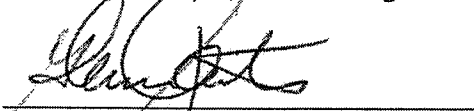
  
Jerry Pratt, Mayor, City of Toledo

  
Ken Smith, Mayor, City of Vader


  
Glen Cook, Mayor, City of Winlock

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.


APPROVED AS TO FORM:  
Jonathan L. Meyer, Prosecuting Attorney

  
By: Civil Deputy

ATTEST:

  
Karri Muir, Clerk of the Board

BOARD OF COUNTY COMMISSIONERS  
LEWIS COUNTY, WASHINGTON

  
P.W. Schulte, Chairman

  
F. Lee Grose, Vice-Chairman

  
Edna J. Fund, Member

Community	Year	Number
To be completed by Requesting Community		

**REQUEST**  
The undersigned hereby requests \_\_\_\_\_ to provide a preliminary estimate for  
cost of work stated herein.

☐ Optional: The cost for the type of assistance requested cannot exceed \$ \_\_\_\_\_

<input type="checkbox"/>	Professional Service	<input type="checkbox"/>	Equipment Maintenance
<input type="checkbox"/>	Personnel Service	<input type="checkbox"/>	Equipment Rental
<input type="checkbox"/>	Labor	<input type="checkbox"/>	Equipment Repair
<input type="checkbox"/>	Materials		
<input type="checkbox"/>	Purchasing		
<input type="checkbox"/>	Training		

I have met with a representative of the above Requesting Community and submit my preliminary estimate cost of \$\_\_\_\_\_ plus administrative costs of \$\_\_\_\_\_ for a total cost of \$\_\_\_\_\_ to complete the project requested.

See Attached Detail of Work

Designated Official of Providing Community

Cost estimate of work as requested is reasonable and required resources are available: ☐ Yes ☐ No

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Requesting Community Designated Official

Title: \_\_\_\_\_

Agency: \_\_\_\_\_

It is understood that the total cost given is for estimation purposes only and that the project total cost will be based upon the actual cost of the work performed and an administrative fee of 5% or \$100 whichever is greater.

All work will be performed in accordance with the Shared Services Interlocal Agreement, dated \_\_\_\_\_.

## **Executive Summary**

**BOCC Meeting Date:**

2014-02-03

**Contact:**

Lee Napier

**Department:**

Community Development

**Wording**

Shared Services Interlocal Agreement

**Description**

In response to the 2013 Resolutions passed by Lewis County and all cities within Lewis County to pursue collaboration and consider potential cost savings, a "technical committee" was formed. This "technical committee" developed a Shared Services Interlocal Agreement.

The Shared Services Interlocal Agreement was presented to the Mayors -City Managers group during their September meeting. This group approved the agreement, then subsequently presented the document to their respective councils for consideration and action.

At this time, a final document is presented to the Board of County Commissioners that includes the signatures of all the jurisdictions except for Pe Ell. Pe Ell may opt to enter into this agreement at a later date.

**Recommendation**

Recommend the Board of County Commissioners execute this agreement.

**Other**

## BOCC AGENDA ITEM SUMMARY

Resolution #: 14-049

BOCC Meeting Date: Feb 03, 2014

Suggested Wording for Agenda Item:

Agenda Type: Consent

Shared Services Interlocal Agreement

### Brief Reason for BOCC Action:

In response to the 2013 Resolutions passed by Lewis County and all cities within Lewis County to pursue collaboration and consider potential cost savings, a "technical committee" was formed. This "technical committee" developed a Shared Services Interlocal Agreement.

Submitted By: Napier, Lee

Phone: X2606

Date Submitted: Jan 22, 2014

Contact Person Who Will Attend BOCC Meeting: Lee Napier

Action Needed: Approve Resolution


### Publication Requirements:

Hearing Date:

Publications: n/a

Publication Dates:

### Approvals:

User	Group	Status
Muir, Karri		Pending
Carter, Glenn		Pending
Oaksmith, Carma		Pending
Napier, Lee		Pending
Olson, Donna		Pending

### Cover Letter To

1-23-14

### Additional Copies

Donna Olson

**BEFORE THE BOARD OF COMMISSIONERS  
FOR LEWIS COUNTY, WASHINGTON**

IN RE: APPROVING AN INTER-LOCAL AGREEMENT )  
BETWEEN LEWIS COUNTY AND THE CITY OF )  
CENTRALIA FOR COMPUTER AND SOFTWARE )  
MAINTENANCE SERVICES )

RESOLUTION NO. 12 - 330

**WHEREAS**, the City of Centralia and Lewis County are both political subdivisions of the State of Washington, and desire to enter into an Agreement pursuant to the Inter-local Cooperation Act, RCW Chapter 39.84, to address Computer repair software maintenance services with the City of Centralia; and

**WHEREAS**, an Inter-local Agreement for provision of computer repair and software maintenance services with the City of Centralia has been prepared between Lewis County and the City of Centralia; and

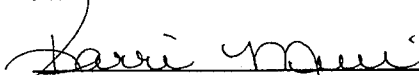
**WHEREAS**, the Board of County Commissioners has had an opportunity to review the Inter-local Agreement, attached as "Attachment A"; and

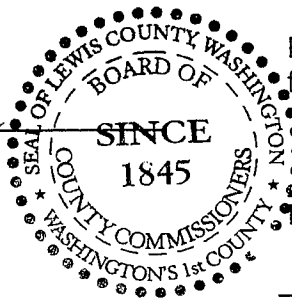
**WHEREAS**, it appears to be in the best public interest to approve and authorize this Inter-local Agreement with the City of Centralia;

**NOW THEREFORE BE IT RESOLVED** that the Board of County Commissioners of Lewis County hereby approves of the terms and conditions of the attached Inter-local Agreement between Lewis County and the City of Centralia in the amount of \$38,940, and hereby authorizes the Director of Central Services to sign the same on behalf of the County.

PASSED IN REGULAR SESSION this 29<sup>th</sup> day of December, 2012.

ATTEST:

  
Clerk of the Board




BOARD OF COMMISSIONERS  
for Lewis County, Washington

  
P.W. Schulte, Chairman

  
F. Lee Grose, Member **CHAIRMAN**

  
Ron Averill, Member

APPROVED AS TO FORM:  
Jonathan Meyer, Prosecuting Attorney

  
Civil Deputy Prosecuting Attorney



2. **Fees.** As per attached agreement and exhibit # 1 with a flat fee for 2013 of \$38,940.00. Payment for services shall be made monthly and will be due by the fifteenth working day of the month following the month of service.

Under this agreement, the fees collected shall be deposited into Fund #540 as other governmental revenue.

**Recommendation:**

- Approve the resolution and agreement with the City of Centralia.



STATE OF WASHINGTON

## 2013 Contract Agreement

Normal Hours are Monday-Friday 8am-5pm. After Hours are those times outside of the Normal Hours.

### Contract Rates:

- MDC Technical Support w/ VPN's \$45 per month per MDC
- Office Networking Support \$55 per month per pc or laptop or server
- Web/Application Services \$55 hourly \$200 Yearly Hosting
- Not subject to callout charges.
- Not subject to annual administrative fees.

### Quantity Monthly Rate

MDC Only	33	\$45
Networked	30	\$55
Servers	2	\$55

Total \$38,940

### Billing/Contact Information:

KRISTIE BONAGOFSKY

Billing Contact Person

360.330.7680

Phone Number

360.807.6210

Fax Number

CDR. JIM RICH

Technical Contact Person

360.330.7680

Phone Number

PO BOX 609

CENTRALIA WA. 98531

Billing Address

Agency Signing Authority

10/10/12

Date

Steve Wohld, IT Manager

10/29/12

Date

Michael Strozyk, CS Director

10/29/12

Date

STEVE WOHL

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## INTERGOVERNMENTAL AGREEMENT

### CITY OF CENTRALIA AND LEWIS COUNTY FOR IT SERVICES

**THIS AGREEMENT** is made by and entered into between the City of Centralia (hereinafter sometimes referred to as "agency") and Lewis County, both political subdivisions of the State of Washington. This Agreement is entered into pursuant to the Inter-local Cooperation Act, RCW Chapter 39.84. This Agreement is intended to provide for the efficient and economic management and servicing of the respective jurisdiction's Public Safety Information Technology systems on an as requested basis.

**WHEREAS** it is appropriate that in order to implement such an arrangement an inter-local agreement be executed between the parties setting forth the conditions and terms of that arrangement.

**NOW, THEREFORE**, in consideration of the terms and conditions contained herein, the City of Centralia and Lewis County agree as follows:

1. **Purpose.** This Inter-local Agreement is intended to provide for the efficient and economic maintenance and repair of the agency's Public Safety Information Technology equipment (computer) and related public safety software and accessories by personnel of the Lewis County Central Services Information Technology Services Division on an as requested basis. This agreement is necessary due to the extremely confidential and sensitive nature of the information accessible by the equipment, which includes non-conviction and other data which may be reviewed only by certain law enforcement and government personnel, including the persons designated by this agreement to maintain and repair the equipment and related software. Additionally, the software is licensed by and used in the Lewis County Communication Center (Central Dispatch) and shared with and used by the agency in the delivery of public safety services.
2. **Means of Joint Undertaking.** No separate legal entity shall be created to implement the terms of this Agreement. The Director of Central Services for Lewis County and the Chief of Police for the City of Centralia shall provide joint oversight to administer this agreement.
3. **Term.** The term of this Contract and the performance thereof shall commence upon signing by both parties and shall terminate on December 31, 2014. This contract may be extended, terminated or renegotiated upon mutual agreement between the parties hereto and pursuant to the terms and conditions of this contract.
4. **Services.** Upon written request signed by an authorized agent of the agency and provided to the Director of Central Services of Lewis County at the address provided below or such other employee of Lewis County or address as designated by the Director of Central Services from time to time, Lewis County agrees to provide the following computer and public safety Software maintenance and repair services to the agency:
  - a. Routine maintenance, including troubleshooting, service, repair, and reprogramming of mobile, CPU and server computers, public safety software and accessories. When practicable, work will be performed at the Information Technology Office currently located at 360 NW North Street, Chehalis, WA 98532

- b. 24-hr per day emergency response as requested and authorized by the agency for emergency troubleshooting and repair of impacted equipment, public safety software and accessories.
  - c. Maintain repair logs and information on status of repairs completed as necessary.
  - d. Information Technology Services shall not be obligated to maintain any equipment other than those items listed in sub-paragraphs (a), (b) and (c) of this paragraph 4 without prior signed, written agreement of the parties. Should the Agency desire additional equipment serviced, repaired, it shall be responsible for the costs of installation, operation, and maintenance of such equipment.
5. **Fees.** The fees charged by Lewis County for services rendered pursuant to this Contract shall be those set forth in Exhibit #1 to this Agreement, which exhibit is incorporated herein by reference. Payments for all services performed shall be due and payable within thirty (30) days of date of invoice.
6. **Assignment and Subcontracting.** No portion of this Contract may be assigned or subcontracted to any other individual, firm or entity without express and prior written approval of Lewis County's Director of Central Services and the Chief of Police for the City of Centralia Department.
7. **Modification.** Either party may request changes in this Contract. Any and all agreed modifications shall be in writing, signed by each of the parties.
8. **Termination for Public Convenience.** City of Centralia Police Department or Lewis County Central Services may terminate this Contract upon 30 days written notice whenever the City of Centralia or Lewis County determines, at either party's sole discretion that such termination is in the interest of the City of Centralia or Lewis County.
9. **Defense and Indemnity Agreement.** Each party shall hold the other, its officials, employees and agents, harmless and shall indemnify the other, its officials, employees and agents, from any and all causes of action, judgments, claims, and damages arising out of its sole and solitary acts or omissions. Without limiting the foregoing, the City of Centralia acknowledges that the City of Centralia is solely responsible for all liability, costs or expenses resulting from its acts or omissions, and that Lewis County's responsibility hereunder is expressly limited to the provision of the services described in paragraph 4 of this Contract.
10. **Venue and Choice of Law.** In the event any litigation should arise concerning the enforcement, breach, construction or interpretation of any of the terms of this Contract, the venue of such action of litigation shall be in the courts of the State of Washington in and for the County of Lewis. The law of the State of Washington shall govern this Contract for all purposes.
11. **Confidentiality.** The City of Centralia, its employees, subcontractors and their employees shall maintain the confidentiality of all of the information provided by Lewis County or acquired by the City of Centralia in the performance of this Agreement, except as disclosure is expressly permitted by the prior written consent of the Lewis County Prosecuting Attorney or as permitted by any order entered by a court of competent jurisdiction after having acquired jurisdiction over the County. The City of Centralia shall immediately give Lewis County and the Director of Central Services notice of any request or proceeding seeking disclosure of such information. The City of Centralia shall indemnify and hold harmless Lewis County, its officials,

agents or employees from all loss or expense, including but not limited to settlements, judgments, setoffs, attorney's fees and costs resulting from the City's breach of this provision. Lewis County, its employees, subcontractors and their employees shall maintain the confidentiality of all of the information provided by the City of Centralia or acquired by Lewis County in the performance of this Agreement, except as disclosure is expressly permitted by the prior written consent of the City of Centralia Attorney or as permitted by any order entered by a court of competent jurisdiction after having acquired jurisdiction over the County. Lewis County shall immediately give the City of Centralia and the Centralia Police Chief notice of any request or proceeding seeking disclosure of such information. Lewis County shall indemnify and hold harmless the City of Centralia, its officials, agents or employees from all loss or expense, including but not limited to settlements, judgments, setoffs, attorney's fees and costs resulting from Lewis County's breach of this provision.

12. **Severability.** If any term or condition of this Agreement or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect the other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this Agreement are declared severable.


13. **Waiver.** Waiver of any breach of condition this Agreement shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this Agreement shall be help to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

**Dispute Resolution.** The Parties may mediate any dispute over the interpretation of any terms or conditions under this Contract. Mediation will be made available upon request of either Party. The costs associated with any such mediation shall be shared equally by the Parties.

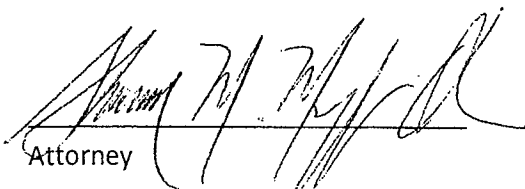
14. **No Rights Created in Third Parties.** The terms of this Contract are not intended to establish or to create any rights in any persons or entities other than the County, the agency, the respective successors and assigns of each.

15. **Entire Agreement.** This written contract represents the entire Agreement between parties and supersedes any prior statements, discussions or understandings between the parties.

City of Centralia

  
\_\_\_\_\_  
City Manager


APPROVED TO FORM

  
\_\_\_\_\_  
Attorney

LEWIS COUNTY CENTRAL SERVICES

  
\_\_\_\_\_  
Michael A. Strozyk, Director

APPROVED TO FORM

  
\_\_\_\_\_  
Lewis County Deputy Prosecuting Attorney