

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

IN RE: APPROVING AN INTER-LOCAL AGREEMENT)
BETWEEN LEWIS COUNTY AND THE LEWIS) RESOLUTION NO. 11 - 1162
COUNTY PUBLIC FACILITIES DISTRICT FOR)
INFORMATION TECHNOLOGY SYSTEMS AND)
WEB HOSTING SERVICES)

WHEREAS, the Lewis County Public Facilities District 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 Information Technology Systems and Web Hosting services with the Lewis County Public Facilities District; and

WHEREAS, an Inter-local Agreement for provision of Information Technology Systems and Web Hosting services with the Lewis County Public Facilities District has been prepared between Lewis County and the Public Facilities District; 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 Lewis County Public Facilities District;

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 Lewis County Public Facilities District, and hereby authorizes the Director of Central Services to sign the same on behalf of the County.

PASSED IN REGULAR SESSION this ^{11th} 9th day of May, 2011.

ATTEST:

Candace Hallam Fer
Clerk of the Board



BOARD OF COMMISSIONERS
for Lewis County, Washington

[Signature]

Ron Averill, Chairman

[Signature]

F. Lee Grose, Member

[Signature]

P.W. Schulte, Member

APPROVED AS TO FORM:
Jonathan Meyer, Prosecuting Attorney

By: [Signature]
Civil Deputy Prosecuting Attorney

INTERGOVERNMENTAL AGREEMENT BETWEEN

LEWIS COUNTY PUBLIC FACILITIES DISTRICT AND LEWIS COUNTY FOR IT SERVICES

THIS AGREEMENT is made by and entered into between the Lewis County Public Facilities District (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 agency's respective Information Technology systems and Web Hosting 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 Lewis County Public Facilities District 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 Information Technology equipment (computer) and Web Hosting software and accessories by personnel of the Lewis County Central Services Information Technology Services Division on an as requested basis.
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 Public Facilities District Chairman 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, 2015. 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 Software maintenance and repair services to the agency:
 - a. Routine maintenance, including troubleshooting, service, repair, and reprogramming of mobile, CPU and server computers, Web Hosting 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 software and accessories.
 - c. Maintain repair logs and information on status of repairs completed as necessary.
 - d. Web Hosting services as requested
 - e. Information Technology Services shall not be obligated to maintain any equipment other than those items listed in sub-paragraphs (a), (b) (c) and (d) 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 Contract, 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 Public Facilities District Chairman.
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.** Lewis County Public Facilities District or Lewis County Central Services may terminate this Contract upon 30 days written notice whenever the Public Facilities District or Lewis County determines, at either party's sole discretion that such termination is in the interest of the Public Facilities District 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 Public Facilities District acknowledges that the Public Facilities District 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.** As Municipalities organized pursuant to Washington Law, the Public Facilities and Lewis County are subject to public disclosure laws as set forth in the Revised Code of Washington and implementing regulations. In the event either party receives a request for disclosure of information relating to this Agreement or the work to be performed herein, it shall provide written notice to the other party prior to disclosing the information. If a party believes that the requested information is exempt from disclosure, it shall notify the other party immediately and take the appropriate legal action to confirm the exemption. Neither party shall bear any liability for disclosing information as required under Washington Law.
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 held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.
14. **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.
15. **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.
16. **Entire Agreement.** This written contract represents the entire Agreement between parties and supersedes any prior statements, discussions or understandings between the parties.

Lewis County Public Facilities District

LEWIS COUNTY CENTRAL SERVICES



Judy Devaul, Chairman



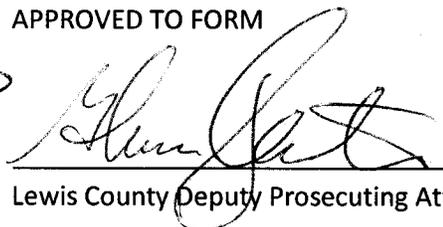
Michael a. Strozyk, Director

APPROVED TO FORM

APPROVED TO FORM



Attorney



Lewis County Deputy Prosecuting Attorney