

**PEND OREILLE COUNTY
NEWPORT, WASHINGTON**

RESOLUTION NO.2022 - 19

**RESOLUTION REGARDING APPROVAL OF AN INTERLOCAL AGREEMENT
BETWEEN PEND OREILLE COUNTY AND LINCOLN COUNTY FOR
ONBASE ADMINISTRATOR SERVICES.**

WHEREAS, pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners of Pend Oreille County, Washington has the care of county property and the management of county funds and business; and

WHEREAS, the Pend Oreille County Superior Court Clerk has hired an OnBase Administrator to assist with the OnBase program/software; and

WHEREAS, Lincoln County would like to pay to utilize the services of the Pend Oreille County OnBase Administrator to assist with their OnBase related programming; and

WHEREAS, the Pend Oreille County Superior Court Clerk recommends the approval of the Interlocal Agreement for OnBase Administrator Services with Lincoln County; and

WHEREAS, the Board of County Commissioners feels that the best interest of the public will be served by entering into the Interlocal Agreement with Lincoln County.

NOW THEREFORE BE IT HEREBY RESOLVED by the Board of County Commissioners of Pend Oreille County, Washington, that the Interlocal Agreement between Pend Oreille County and Lincoln County, which is attached hereto and incorporated herein, is approved.

BE IT FURTHER RESOLVED, by the Board that the above contract may be executed by the Chair, or a majority of the Board.

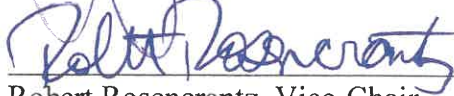
[executed page with signatures is attached]

ADOPTED this 15 day of February, 2022

**BOARD OF COUNTY COMMISSIONERS
PEND OREILLE COUNTY, WASHINGTON**



John Gentle, Chair



Robert Rosencrantz, Vice-Chair



Brian Smiley, Member

ATTEST: Crystal Zieske
Crystal Zieske, Clerk of the Board

**INTERLOCAL AGREEMENT BETWEEN LINCOLN COUNTY
AND PEND OREILLE COUNTY FOR
DELIVERY OF ONBASE ADMINISTRATOR SERVICES**

THIS IS AN AGREEMENT, entered into under the authority of the Interlocal Cooperation Act, Ch 39.34 RCW, between Lincoln County, Washington, a political subdivision of the State of Washington (hereinafter Lincoln County and Pend Oreille County, Washington, a political subdivision of the State of Washington, through its Superior Court Clerk's Office (hereinafter "Pend Oreille"). Each a "Party" or together the "Parties". This AGREEMENT provides for the Lincoln County to contract for specified OnBase Administrator services from Pend Oreille County and for Pend Oreille County to provide such OnBase Administrator Services upon the Terms and Conditions agreed to herein.

NOW THEREFORE,

LINCOLN COUNTY AND PEND OREILLE COUNTY agree as follows:

TERMS AND CONDITIONS

SECTION 1-PURPOSE.

The purpose of this Agreement is to define the services to be provided and the terms and conditions under which they will be provided to Lincoln County by Pend Oreille County.

SECTION 2-TERMINOLOGY.

As used in this Agreement, certain terms shall have the following meanings:

“Day/Days’ shall mean calendar days.

“Force Majeure” means an occurrence that is beyond the control of a party and the effects of which could not have been avoided or mitigated by exercising reasonable diligence. *Force Majeure* shall include acts of nature (including: fire, floods, earthquakes, epidemics, or other natural disasters), acts of war, labor disruptions acts or omissions or defaults by third parties, and official governmental or judicial action not the fault of the party failing or delaying in performance, or other similar occurrences.

“Provider” shall mean the party to this Agreement as providing the service to the other party.

“Recipient” shall mean the party to this Agreement as receiving services from or through the other party.

“Services” shall generally represent the “Scope of Services” and may represent any combination of labor, whether by the Provider’s employees, use of facilities, equipment, software or material goods utilized or consumed in providing the Services.

SECTION 3-EFFECTIVE DATE/TERM.

The effective date for this Agreement is on the date of execution by both parties and remains in effect until termination, as set forth in Section 4 of this Agreement.

SECTION 4-TERMINATION.

- 4.1 TERMINATION FOR CONVENIENCE- Either party may terminate this Agreement for convenience, after first providing written notice of the intent to terminate to the other party, 180 days in advance.
- 4.2 TERMINATION FOR BREACH- Except in the case of delay or failure resulting from circumstances beyond the control of and without the fault or negligence of a party, or of a party’s suppliers or subcontractors, the Recipient shall be entitled, by written notice to cancel Agreement, for breach of any of its terms, and to retain all other rights against the Provider by reason of the Provider’s breach as provided by law.

A breach shall mean one or more of the following events: (1) the Provider fails to perform the Services by the time and date required and such failure is not caused by a Force Majeure event; (2) the Provider breaches any warranty or fails to perform or comply with

any term or condition in this Agreement. If it is subsequently found that the Provider was not in breach, the rights and obligations of the parties shall be the same as if a Notice of Termination had been issued pursuant to subparagraph 4.1.

The Recipient shall issue a written notice of breach providing a period not to exceed thirty (30) days in which the Provider shall have an opportunity to cure. If the cure requires more than 30 days, the Provider shall provide a plan acceptable to the Recipient, and if exercising due diligence shall have a reasonable time to cure. Time allowed for cure shall not diminish or eliminate the Provider's liability for damages.

If the breach remains, after the Provider has been provided the opportunity to cure, the Recipient may do one or more of the following:

- (1) Exercise any remedy provided by law.
- (2) Terminate this Agreement or portions thereof, by written notice.
- (3) Seek damages.

4.3 TERMINATION BY MUTUAL AGREEMENT- The parties may terminate this Agreement in whole or in part, at any time, by mutual agreement.

4.4 In the event written notice of termination is given by either party, both parties shall work to accomplish a complete transition of services being terminated without interruption of, or adverse impact on, the services enjoyed by either party under this Agreement.

SECTION 5-OVERSIGHT AND ADMINISTRATION.

There shall be no separate legal entity created by this Agreement. The Pend Oreille County Superior Court Clerk and Lincoln County Superior Court Clerk or their designees shall administer this Agreement.

The Administrators or their designees shall meet not less than annually (or otherwise mutually agreed) to review the performance of with regard to material aspects, as well as the effectiveness and value of the Services provided between the Provider and the Recipient.

The Administrators will review service levels and rates of compensation under this Agreement not less than annually.

SECTION 6-DISPUTE RESOLUTION.

In the event of a dispute between Pend Oreille County and Lincoln County regarding the delivery of services under this Agreement, the Administrators noted in Section 5 above or their designees shall review the dispute and options for resolution. The decision of the Administrators of this Agreement or his/her designee, regarding the dispute shall be written as an addendum to this Agreement and shall be final as between the Parties.

Any controversy or claim arising out of or relating to the alleged breach of this Agreement that cannot be resolved by the Administrators, or their designees, may be submitted to mediation.

SECTION 7-VENUE AND CHOICE OF LAW.

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action shall be in the courts of the State of Washington in and for the County of Pend Oreille. This Agreement shall be governed by the law of the State of Washington. Each party shall be responsible for its own attorney fees.

SECTION 8-RIGHTS AND REMEDIES.

The duties and obligations imposed by this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

SECTION 9-INDEPENDENT CONTRACTOR.

Pend Oreille County is and shall at all times be deemed to be an independent contractor in the provision of the services set forth in this Agreement. Nothing herein shall be construed as creating the relationship of employer and employee, or principal and agent, between Lincoln County and Pend Oreille County or any of the employees or agents of either party. Pend Oreille County shall retain all authority and responsibility for the provision of services, standards of performance, discipline and control of personnel, and other matters incident to the performance of services by Pend Oreille County pursuant to this Agreement.

The Parties shall comply with all relevant Federal, State, and municipal laws, rules and regulations. Nothing in this agreement shall make an employee of Lincoln County an employee of Pend Oreille County or any employee of Pend Oreille County and employee of Lincoln County for any purpose, including but not limited to, withholding of taxes, payment of benefits, workers' compensation pursuant to Title 51 RCW, or any other rights or privileges afforded to said employees by virtue of their employment.

This section 9 shall survive termination of this Agreement.

SECTION 10-HOLD HARMLESS/INDEMNIFICATION.

10.1 Each party agrees to indemnify, defend, save and hold harmless the other, its officials, employees and volunteers from any and all liability, demands, claims, causes of action, suits or judgments including costs, attorney fees and expenses, arising out of or resulting from the negligent acts, errors or omissions of Pend Oreille County relating to or arising out of or in connection with, or incident to, its negligent acts or omissions under this Agreement. Without limiting the generality of the foregoing, the parties further expressly agrees to indemnify, defend, save and hold harmless the other party, its officials, employees, and agents from and against any and all liability, claims, demands, losses, damages, costs, causes of action, suits or judgments, including attorney fees, costs or expenses incurred in connection therewith, for deaths or injuries to person arising out of,

in connection with, or incident to the performance of this Agreement by a Provider, its officials, employees or agents.

- 10.2 In the event that any suit based on such a claim, demand, loss, damage, cost or cause of action is brought against either party relating to a Service provided under this Agreement, the other party reserves the right to participate in said suit if any principal of government or public law is involved.
- 10.3 This indemnity and hold harmless shall include any claim made against a Recipient by an employee of the Provider or subcontractor or agent of the Provider, even if the Provider is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW; provided however, this paragraph does not purport to indemnify the Recipient against the liability for damages arising out of bodily injuries to person caused by or resulting from the sole negligence of the Recipient, its elected officials, officers, employees and agents.
- 10.4 This indemnity and hold harmless shall further include any claim made against either party regarding payment of any taxes other than state sales tax on tangible goods.
- 10.5 In the event of litigation between the parties to enforce the rights under this section, each party shall bear its own attorney's fees and costs.
- 10.6 This Section 10 shall survive the termination of this Agreement.

SECTION 11-ASSIGNMENT/SUBCONTRACTING.

Neither the Recipient nor the Provider shall transfer or assign, in whole or in part, any or all of their respective rights or obligations under this Agreement without the prior written consent of the other.

SECTION 12-NON-DISCRIMINATION.

In connection with the provision of services pursuant to this Agreement, the Parties shall not discriminate against any employee or applicant for employment or against any consumer of or applicant for services because of age, sex, race, creed, religion, color, national origin, marital status, pregnancy, veteran status, the presence of any physical, mental or sensory disability, or perceived or actual sexual orientation. The Parties certify that they are Equal Employment Opportunity Employers.

SECTION 13-NO THIRD-PARTY BENEFICIARY.

Lincoln County and Pend Oreille County do not intend there be any third-party beneficiary under this Agreement. Neither party intends, by this Agreement, to assign any contractual obligations to or assume any contractual obligations by any party, other than between Lincoln County and Pend Oreille County. However, this does not limit or restrict either party from engaging a third-party to provide similar services under separate agreements.

SECTION 14-NOTICE.

Any notices to be given under this Agreement shall be in writing and shall, at a minimum, be delivered, postage prepaid and addressed to:

If to Pend Oreille County:

PEND OREILLE COUNTY
PO Box 5020
Newport, Washington 99156
Attn: Superior Court Clerk

If to Lincoln County:

LINCOLN COUNTY
PO Box 68
Davenport, WA 99122
Attn: Superior Court Clerk

Either party giving the other party notice of such change as provided in this Section 14 may change the name and address to which notices shall be directed.

SECTION 15-WAIVER.

No waiver by either Party of any term or condition of this Agreement shall be deemed or construed to constitute a waiver of any other term or conditions or any subsequent breach, whether of the same or different provision.

SECTION 16-CONFIDENTIALITY.

The Provider acknowledges that its employees may have access to sensitive and confidential materials. The Provider employees shall not disclose to a third-party any information accessed, downloaded, obtained, reviewed etc., as part of providing the services under this Agreement without the written permission of the Recipient, by court order, or if such disclosure is required pursuant to the Public Records Act (Chapter 42.56 RCW).

SECTION 17-ENTIRE AGREEMENT.

Except as provided in Section 20 (Services), this Agreement contains all of the agreements of the parties with respect to the subject matter covered or mentioned therein, and no prior Agreements shall be effective to the contrary.

SECTION 18-AMENDMENT.

The provisions of this Agreement may be amended with the mutual consent of the parties. No additions to, alterations of, the terms of this Agreement shall be valid unless made in writing and formally approved by and executed by the Pend Oreille County Board of Commissioners, or their designee and the Lincoln County Board of Commissioners or their designee.

SECTION 19-SEVERABILITY/CAPTIONS.

If any section or provision of this Agreement is held by a court to be invalid, such action shall not affect the validity of any other section or provisions of this Agreement. The captions in this Agreement are for convenience only and do not in any way limit or amplify particular provisions.

SECTION 20-SERVICES.

- 20.1 Pend Oreille County shall provide on-going support and maintenance for the OnBase document/workflow management system used by the Superior Court Clerk's Offices. Services include but are not limited to:
- a. Configuring OnBase software to create workflows and automate manual processes in the application.
 - b. Plan and test software updates. Assists in troubleshooting and resolving update issues.
 - c. Assist with e-filing related to the OnBase software.
 - d. Assist with the integration of other software/applications to the OnBase software.
- 20.2 Where the Recipient requests services under this Agreement, such services should be requested via email or phone to the Provider's assigned employee who will document the request in the form of an E-Ticket which will be generated by the Provider's employee.
- The intent of this provision is to ensure clear communication and documentation of the service(s) being requested prior to either party taking action or incurring costs. Both parties will act in good faith to identify requirements, expectations and to adhere to the commitments specified with this Agreement.
- 20.3 All service requests are subject to the terms and conditions of this Agreement.
- 20.4 Duration of a service request shall be defined in the email or phone communication and may be (1) of a limited time period which is concluded upon accomplishment of specified deliverables or (2) of a continuing service with regular renewal review.

SECTION 21-RATES FOR SERVICE AND BILLING PROCESS.

- 21.1 Rates for Service. During the term of this Agreement, and in consideration for the Services provided by the Pend Oreille County as set forth herein, Lincoln County promises to pay Pend Oreille County a quarterly sum determined according to Exhibit A, which is attached and incorporated by reference. Rates may change from year to year and will be discussed between the parties as provided in Section 5 during the annual review.
- 21.2 If it is necessary for Provider's employee to travel by motor vehicle to the Recipient's Facilities in order to provide Services under this Agreement, the Recipient shall reimburse Provider at the current Standard Mileage Rate set by the IRS. If it is necessary for a Provider's employee to drive to a location other than the Recipient's facilities for the purposes of this Agreement, the Provider shall first obtain permission from Recipient prior to incurring any travel costs.

- 21.3 Recipient shall be responsible and liable for all costs incurred in the acquisition of its own equipment (data processing and telecommunication) and third-party vendor fees.
- 21.4 Billing Process. Lincoln County will be billed in equal quarterly amounts for services rendered. The payments are due within 30 days after invoicing by Pend Oreille County. Payments shall be made to:

Pend Oreille County Clerk's Office
P.O. Box 5020
Newport, WA 99156

SECTION 22-REQUEST FOR SERVICES OUTSIDE OF THIS AGREEMENT.

Recipient may desire to have Provider perform additional services, not covered by this Agreement. In such case, Recipient may solicit a response and cost proposal from Provider for the performance of specified services. If the services provided or risks involved are deemed significantly different than those under the current Agreement, a separate memorandum of understanding may be jointly developed by Recipient and Provider to identify the terms and conditions for these additional services, including terms for termination. Recipient may accept or reject Provider's proposal for services.

SECTION 23-PERSONNEL.

- 23.1 Assigned Staff. Provider shall designate the personnel to provide services to Recipient. Recipient reserves the right to review the qualifications of personnel providing services under this Agreement.
- 23.2 If Recipient believes that the performance or conduct of any person employed or retained by the Provider to perform obligations under this Agreement, is unsatisfactory for any reason, or is not in compliance with the provision of this Agreement, Recipient shall notify the Provider designated in Section 5 of this Agreement. The Provider will establish a plan to resolve the issue with a deadline mutually agreed upon by the Recipient. If a mutually acceptable solution is cannot be reached, parties to follow the dispute resolution procedures outlined in Section 6 of this Agreement.
- 23.3 Access to Recipient Facilities. Recipient, depending on requirements of the request for service, in its sole discretion, may approve any Provider employees requiring access to any Recipient facility. Should Recipient refuse access to any Provider employee attempting to act in accordance with this Agreement, the Provider shall not be held in breach of the Agreement as to the Services affected.
- 23.4 Background Checks. As may be required by the Recipient and the requirements of a request for service, the Provider shall be responsible for conducting a background check on all personnel hired after the effective date of this Agreement. The background investigation shall include but not be limited to a credit check and criminal records check for misdemeanors and felonies. Limited background checks will be performed on current employees that have access to the Recipient's sensitive data.

- 23.5 Staff Substitution. In the event that Recipient notifies Provider that it wishes Provider to replace an employee of the Provider providing services to Recipient, Recipient and Provider shall meet to attempt to resolve Recipient's concerns. If the parties are not able to resolve Recipient's concerns within ten (10) days after Recipient's notice to Provider (or such later date agreed upon by both parties), Provider shall exercise reasonable diligence to honor Recipient's requests to replace the staff member.
- 23.6 Staff Direction. In situations where Lincoln County staff receives directions from Pend Oreille County's staff or Pend Oreille County staff receives direction from Lincoln County staff that may be in conflict with Pend Oreille County or Lincoln County policy, guidelines, terms and conditions of this Agreement, or that may result in potential risk to either Party, the involved staff will notify one another and the Administrators noted in Section 5 of this Agreement of such potential conflict and of the relevant policy, guideline, term or condition of this Agreement or risk and delay action implementing such direction, unless immediate action is required to ensure business continuity, until the direction can be confirmed with the Administrators in consultation. The Administrators will make best efforts to expedite identification and resolution of conflicts and provide prompt directions to their respective staff members. If they are unable to resolve the conflict, the provisions of Section 6 shall apply.
- 23.7 Employees physically working at a facility of the other party will act in accordance with all policies and procedures regarding appropriate conduct in that party's workplace.

SECTION 24-WARRANTY.

The Provider warrants and represents that the services provided shall be performed in a good, workmanlike and professional manner in accordance with industry standards and practices. Except as expressly stated herein, there are no express or implied warranties, including but not limited to the warranties of merchantability and fitness for a particular purpose respecting this agreement or the services provided.

SECTION 25- REAL OR PERSONAL PROPERTY.

The terms of this Agreement do not contemplate the acquisition of any real or personal property. In the event that joint property is acquired, then it shall be distributed, when the Agreement is terminated, to the parties in proportion to that party's monetary contribution to purchase such property.

SECTION 26- RECIPIENT COUNTY RESPONSIBILITIES.

To meet its obligations under this Agreement, Lincoln County will:

- 26.1 Work cooperatively with the appropriate Pend Oreille County staff to define and set priorities for Lincoln County OnBase projects to be accomplished.
- 26.2 Compensate Pend Oreille County for services provided within this Agreement.

26.3 Provide or fund upgrades, replacement or additional equipment authorized within the scope of this Agreement and if possible, as recommended by the Pend Oreille County OnBase Administrator as necessary to keep a current infrastructure.

SECTION 27-DOCUMENTATION.

Pend Oreille County will maintain documentation accessible by Lincoln County that contains up to date documentation regarding activities, schedules and processes related to the services provided under this Agreement.


SECTION 28-DOCUMENT EXECUTION.

The parties agree that there shall be two (2) duplicate originals of this Agreement procured and distributed for signature by the necessary officials of the parties. Upon execution, one executed original of this Agreement shall be retained by each County Clerk of the Board. This Agreement shall be filed pursuant to the provisions of RCW 39.34.040.

IN WITNESS WHEREOF: The parties have caused this Agreement to be executed in their respective names by their duly authorized officers and have caused this Agreement to be dated as of the 15 day of February, 2022.

BOARD OF COUNTY COMMISSIONERS
PEND OREILLE COUNTY, WASHINGTON:

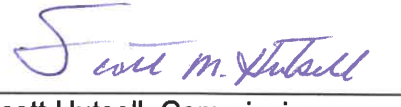

John Gentle, Chair



Robert Rosencrantz, Commissioner


Brian Smiley, Commissioner

BOARD OF COUNTY COMMISSIONERS
LINCOLN COUNTY, WASHINGTON



Mark Stedman, Commissioner


Scott Hutsell, Commissioner


Rob Coffman, Commissioner

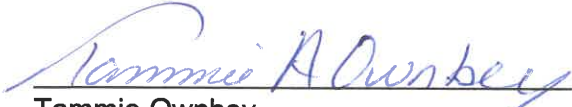
Attest:


Crystal Zieske, Clerk of the Board


Tara Holden, Clerk of the Board

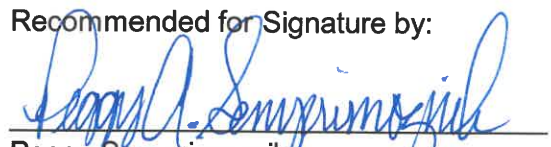


Recommended for Signature by:



Tammie Ownbey
Pend Oreille County Superior Court Clerk

Recommended for Signature by:



Peggy Semprimoznik
Lincoln County Superior Court Clerk

Approved as to Form:



Dolly N. Hunt
Prosecuting Attorney

Approved as to Form:



Adam Walser
Prosecuting Attorney

EXHIBIT A

Services and Rates for Budget Year 2022

Rate(s) associated with the OnBase Administrator Services provided by Pend Oreille County:

Lincoln County	# of OnBase Licenses_[DH1]	Price per License	Base Rate	Price of License	Totally Annually
	26	\$300.00	\$5,000	\$6,000	\$11,000