

## 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 18<sup>th</sup> day of March 2019, 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/Personnel Services, 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 \$40,000 and with an annual aggregate limit of \$100,000. 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 \$40,000 per work order, nor an annual aggregate amount of \$100,000.
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, 2024, 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.


(Continued on next page)

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

A handwritten signature in black ink, appearing to read "Rob Hill", is written over a horizontal line.

Rob Hill, City Manager, City of Centralia

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

  
\_\_\_\_\_  
T. Jill Anderson, City Manager, City of Chehalis

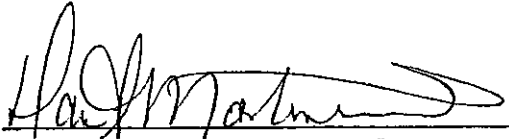
EXECUTED IN DUPLICATE and effective as of the date and year first above written.

A handwritten signature in cursive script, appearing to read "Randall Sasser".

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Randall Sasser, Mayor, City of Mossyrock

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




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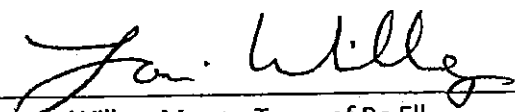
Dan Mortensen Mayor, City of Morton



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

  
\_\_\_\_\_  
John Sayers, City of Napavine

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

  
\_\_\_\_\_  
Lonnie Willey, Mayor, Town of Pe Ell

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

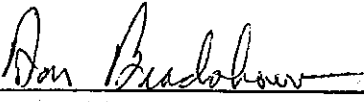
  
\_\_\_\_\_  
Steve Dobosh, Mayor, City of Toledo

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

A handwritten signature in cursive script that reads "Ken Smith". The signature is written in black ink and is positioned above a horizontal line.

Ken Smith, Mayor, City of Vader

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

A handwritten signature in cursive script that reads "Don Bradshaw". The signature is written in black ink and is positioned above a horizontal line.

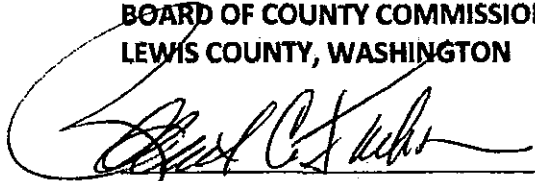
Don Bradshaw, Mayor, City of Winlock

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: Deputy Prosecuting Attorney

**BOARD OF COUNTY COMMISSIONERS  
LEWIS COUNTY, WASHINGTON**

  
\_\_\_\_\_  
Robert C. Jackson, Chair

*absent*  
\_\_\_\_\_  
Gary Stamper, Vice Chair

**ATTEST:**  
  
\_\_\_\_\_  
Rieva Lester, Clerk of the Lewis County  
Board of County Commissioners

  
\_\_\_\_\_  
Edna J. Fund, Commissioner



**SHARED SERVICES  
REIMBURSABLE  
WORK ORDER**

**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 \$ \_\_\_\_\_

**Type of assistance requested:**

- |   |  |
|---|--|
| <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             |  |

**PROVIDING COMMUNITY ESTIMATE**

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

**REQUESTING COMMUNITY APPROVAL OF ESTIMATE**

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 \_\_\_\_\_.

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF LEWIS COUNTY, WASHINGTON

IN THE MATTER OF:

Approval of a Shared Services Interlocal Agreement }  
between Lewis County and all the cities and town, within } Resolution No. 19- 073  
Lewis County }

**WHEREAS**, Resolution 14-049 entered Lewis County and all the cities and town within Lewis County into a Shared Services Interlocal Agreement that expired December 31, 2018; and

**WHEREAS**, Lewis County and all the cities and town within Lewis County desire to enter into a new Shared Services Interlocal Agreement that streamlines the administrative process in which reimbursable work is done; and

**WHEREAS**, the Shared Services Interlocal Agreement will be for a period of 5 years, expiring December 31, 2024, and can be terminated by either party upon written notice; and

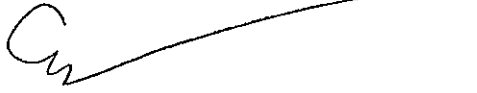
**WHEREAS**, the Public Works Director has reviewed an interlocal agreement between Lewis County and all the cities/town within Lewis County, and recommends that the Board of County Commissioners (BOCC) approve the Shared Services Interlocal Agreement.

**NOW THEREFORE, BE IT RESOLVED**, that the BOCC has determined that proceeding with the Shared Services Interlocal Agreement between Lewis County and all the cities/town within Lewis County is in the best public interest and is hereby approved, and the BOCC is authorized to sign the same. The cities and town are opted into the agreement upon receipt of their signed signature page from the agreement by Lewis County.

**PASSED IN REGULAR SESSION** this 18<sup>th</sup> day of March, 2019.

**APPROVED AS TO FORM:**

Jonathan L. Meyer, Prosecuting Attorney



By: Deputy Prosecuting Attorney

**BOARD OF COUNTY COMMISSIONERS  
LEWIS COUNTY, WASHINGTON**

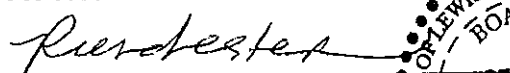


Robert C. Jackson, Chair

*absent*

Gary Stamper, Vice Chair

**ATTEST:**



Rieva Lester, Clerk of the Lewis County  
Board of County Commissioners



Edna J. Fund, Commissioner

