

**PEND OREILLE COUNTY
NEWPORT, WASHINGTON**

RESOLUTION NO. 2026- 054

**INTERLOCAL AGREEMENT BETWEEN PEND OREILLE COUNTY
AND THE CITY OF NEWPORT
FOR INFORMATION AND TECHNOLOGY SYSTEM SERVICES**

WHEREAS, Chapter 39.34 Revised Code of Washington (RCW), the Interlocal Cooperation Act, authorizes public agencies to enter into agreements for mutually advantageous joint or cooperative action; and

WHEREAS, Pend Oreille County and the City of Newport are public agencies within the meaning of Chapter 39.34 RCW; and

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

WHEREAS, the Board believes that the best interest of the public will be served by entering said agreement with the City of Newport.

NOW, THEREFORE, BE IT HEREBY RESOLVED, by the Pend Oreille County Board of Commissioners that the Interlocal Agreement Between Pend Oreille County and The City of Newport For Information and Technology Systems Services, which is attached hereto and incorporated herein, be established and adopted.

BE IT FURTHER RESOLVED, by the Pend Oreille County Board of Commissioners, that the Interlocal Agreement Between Pend Oreille County and The City of Newport For Information and Technology Systems Services, is hereby approved, and the Chair of the Board, or a majority of the Board is hereby authorized to execute it on behalf of Pend Oreille County.

[executed page with signatures is attached]

ADOPTED this 23 day of March, 2026.


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



Brian Smiley, Chair



Robert Rosencrantz, Vice-Chair



John Gentle, Member

ATTEST:



Crystal Zieske, Clerk of the Board

R-2026-054
NP2026-02

**Interlocal Agreement Between
Pend Oreille County and The City of Newport
For Information and Technology Systems Services**

This Agreement is made and entered into between The City of Newport (hereafter "City"), a municipal corporation, and Pend Oreille County (hereafter "County"), a political subdivision, both of the State of Washington. The parties may be referred to individually as Party, or together as Parties.

WHEREAS, the City and County enter into this agreement pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW, that allows governmental units to enter into agreements that provide for the efficient use of their powers and to cooperate with each other in providing services;

WHEREAS, the City seeks technical support and services related to Information Technology (IT) and Geographic Information Systems (GIS) and the County has the institutional capacity and the employees with the technical and professional expertise to provide such support and services;

WHEREAS, the City and County find working cooperatively on providing and receiving such support and services desirable so that each may aid and benefit each other in efficiently serving the public.

NOW, THEREFORE, in consideration of the mutual benefits to be derived from this agreement, the City and County agree as follows:

1. **PURPOSE**: The purpose of this Agreement is to authorize County to provide professional services to the City that relate to the technical support needs of the City's IT and GIS systems and set forth the terms of County's reimbursement for the same.
2. **ADMINISTRATION - NO SEPARATE ENTITY**: No new or separate legal or administrative entity is created to administer the provisions of the Agreement or any addendum. The Parties shall jointly administer this Agreement through the County's director of Information Technology Services and The City's Administrator or designee.
3. **SCOPE OF WORK**: County agrees to provide the City with IT and GIS support services pertaining to mapping, analysis, data collection, spatial data manipulation, information technology services, and other items of a similar nature.

This agreement does not obligate the County to perform services until County accepts a service request from the City. The City authorizes County to exercise its sole and absolute discretion in accepting or rejecting any service request from the City. The City shall make service requests using

the County's established processes, that may include phone or web-based ticketing.

DATA BACKUP AND RISK OF LOSS: The City agrees it is their responsibility to keep back-up copies of its data and assumes the risk of loss for the same. County shall facilitate use of a third-party backup system at the City's request. The City shall not hold County liable for data loss arising out of corruption, erasure, theft, destruction, alteration, or inadvertent disclosure of data, information, or content, transmitted, received, or stored on the City's systems and network whether or not the occurrence of loss arose out of services rendered by County except when the occurrence of loss arises out of County's willful and intentional negligence. The City agrees that it will not hold county liable for any indirect, incidental, special, consequential, or punitive damages whatsoever including damages for loss of profits, revenue, business, and data.

4. **EFFECTIVE DATE:** This Agreement shall become effective after adoption of the appropriate ordinance or resolution by each Party's respective governing boards and their subsequent execution of this Agreement.
5. **DURATION:** This Agreement shall remain in effect for a one-year period and automatically renew for successive one-year periods thereafter, unless either party terminates the agreement pursuant to paragraph 7.
6. **TERMINATION:** A Party terminating this agreement must provide ninety (90) days advance written notice of the termination by delivering the notice via U.S. Mail to:

Pend Oreille County
P.O. Box 5025
Newport, WA 99156
(509)447-4119

City of Newport
200 S. Washington Ave
Newport, WA 99156
(509) 447-5611

Notice is deemed received three (3) business days after a notice addressed to the Party's address above is posted in the mail.

7. **PROPERTY UPON TERMINATION:** The Parties are separately responsible for acquiring and holding real or personal property that the Party deems necessary to carry out its obligations imposed by this Agreement. In the event that joint property is acquired by the Parties, distribution of the property shall occur in proportion to the Party's monetary contribution to purchase the property. Any property acquired solely by a Party during, or

pursuant to, this Agreement shall remain the property of the acquiring Party upon termination. The Parties shall not engage in joint financing to satisfy their obligations under this Agreement.

8. BILLING AND PAYMENT: The City agrees to pay County on a cost for service basis at an hourly rate to be evaluated annually and defined in Appendix A attached hereto and to be billed the same month as the services are rendered. The burdened hourly rate identified in Appendix A includes salary and overhead costs such as payroll taxes, insurance, and benefits as well as prorated costs for hardware, software, and network use, and taxes and fees as defined in Engrossed Substitute Senate Bill 5814. The County will provide the City with an updated Appendix A by the end of the first quarter of the new year or before services are rendered for that year.

County agrees to provide the City with an itemized bill listing all services rendered and costs incurred in the previous month on or before the tenth of the month. The City agrees to pay County within twenty (20) days of receipt of such itemized bill. County shall bill at the rate above and at increments of one quarter of an hour (i.e. 15 minute increments), with a minimum charge for service of half an hour.

County shall bill for milage between the GIS office and the City's facilities at the IRS rate for mileage that is in place at the time the travel occurred.

9. INDEPENDENT CONTRACTOR: The City agrees that County is providing services pursuant to this Agreement as an independent contractor. Each Party's employees who engage in the performance of this Agreement shall continue to be employees or agents of that Party and shall not be considered employees or agents of the other Party for any purpose.
10. PUBLIC DISCLOSURE: The Parties are bound by the Public Records Act, Chapter 45.26 RCW. The Parties shall process requests for public information as follows: In the event one Party receives a public records request for records clearly belonging to the other Party, within five days of receiving such a request and prior to providing any materials to the requestor, the Party receiving the request shall notify the other Party of such request for records. Each Party shall make attempts to provide the other Party with adequate time to seek a protective order under applicable law. In the event a Party does not seek a protective order within fourteen (14) days of receiving a request, any records requested, except those records that are exempt from disclosure based upon some other provision of law, may be released by a Party.
11. FILING OF AGREEMENT: The Parties shall file this Agreement and any amendments with the Pend Oreille County Auditor, or in the alternative,

place the Agreement and any amendments on the Party's websites as required by RCW 39.34.040.

12. DISPUTE RESOLUTION: Resolution of any dispute involving or arising out of this Agreement shall occur through a majority vote of a three-member dispute resolution board. Each Party shall appoint a member to the dispute resolution board. The two appointed members shall elect a third member that is unaffiliated with either Party. Each Party shall split equally the costs of the third board member and bear their own fees and costs. The three-member board shall conduct an informal and unrecorded dispute resolution hearing. An attempt at such dispute resolution in compliance with aforesaid process is a prerequisite to filing any litigation resulting or arising from this Agreement.
13. GOVERNING LAW, VENUE, AND FEES: The Parties agree that the laws of the State of Washington shall govern any matter relating to this Agreement. The Parties further agree that the Superior Court of Pend Oreille County is the sole venue for any action or proceedings to enforce any right or obligation under this Agreement. Each Party shall bear its own attorney's fees, witness fees, and costs in such an action.
14. HOLD HARMLESS AND INDEMNIFICATION: Each party shall be responsible for the actions and inactions of itself and its own officers, employees, and agents acting within the scope of their authority. Each Party shall hold harmless, and indemnify the other Party and its officers, employees, agents, and representatives against any and all loss, liability, damage, or expense, including any direct, indirect, or consequential loss, liability, damage, or expense, but not including attorneys' fees unless awarded by a court of competent jurisdiction, for injury or death to persons, including employees of either Party, and damage to property, including property of either Party, arising out of or in connection with reckless, or negligent conduct. However, neither Party shall be indemnified hereunder for any loss, liability, damage, or expense resulting from its willful misconduct.

The waivers in this paragraph were mutually negotiated by the Parties, and this entire paragraph shall survive the expiration or termination of this Agreement.

15. FORCE MAJURE: No Party is liable for any failure of, or delay in, performance under this Agreement due to circumstances beyond a Party's reasonable control, including: acts of nature; acts of war; labor disruption; pandemic or epidemic; acts, omissions, or defaults of third parties; and official, governmental, or judicial action that is not the fault of the Party failing or delaying performance.

16. COUNTERPARTS: The Parties may execute this Agreement in any number of counterparts, which counterparts shall collectively constitute the entire Agreement.

17. AGREEMENT ALTERATIONS AND AMENDMENTS: The Parties may mutually amend this agreement. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the Parties.

18. ENTIRE AGREEMENT: This Agreement supersedes all prior written and verbal agreements. It contains all the terms and conditions agreed upon by the parties.

19. SEVERABILITY: Should a court determine that any provision of this Agreement is unenforceable, such provision shall be severed from the remainder of the Agreement, and such action shall not affect the enforceability of the remaining provisions.


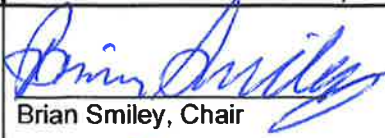



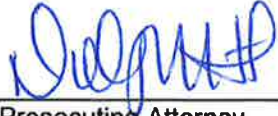
20. REPRESENTATIVES: The Parties Hereby appoint the following individuals as their respective representatives for administering the terms of this Agreement:

COUNTY: ITS Director
THE CITY: City Administrator

21. RCW 39.34 REQUIRED CLAUSES: Purpose; paragraph 1. Duration; paragraph 6. Organization/No Separate Entity; paragraph 2. Financing; paragraph 9. Termination; paragraph 7. Administrators/representatives; paragraph 21. Property upon Termination; paragraph 8. Filing Agreement; paragraph 12.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates indicated in their signature blocks, with the effective date being the date of the last signatory.

[SIGNATURES AND ATTESTATIONS FOLLOW ON THE NEXT PAGE]

CITY OF NEWPORT	BOARD OF COUNTY COMMISSIONERS PEND OREILLE COUNTY, WASHINGTON
 Abby Gribi, City Administrator Date <u>3.2.26</u>	 Brian Smiley, Chair Date <u>03/23/26</u>  Robert Rosencrantz, Vice Chair Date <u>03/23/26</u> <u>Absent</u> John Gentle Date _____
ATTEST:  City Administrator Clerk Date <u>3/2/26</u>	ATTEST:  Clerk of the Board Date <u>3/23/2026</u>
	Approved as to form only:  Prosecuting Attorney Date <u>3/23/26</u>

Appendix A
Summary of Costs

Service	2023 Annual Rate
GIS Support	\$117/hr
IT Support	\$115/hr

Hourly service fees are based on a prorated hourly fee for software, hardware, and IT infrastructure usage costs, the annually calculated burdened hourly wage rate based on the wages for the senior most employee, and any applicable taxes and fees as outlined in Engrossed Substitute Senate Bill 5814.