

INTERGOVERNMENTAL AGREEMENT
FOR SERVICES

This Agreement is made and entered into, by and between the Thurston County Records Management Consortium hereinafter called "LERMS" and the City of Olympia, a municipal corporation, hereinafter called "Olympia."

WHEREAS, the cities of Lacey, Olympia, Tenino, Tumwater and Yelm (LERMS) have entered into an "Intergovernmental Agreement for Law Enforcement Records Management System" and,

WHEREAS, such Intergovernmental Agreement calls for the use of a System Administrator and there is currently a need for filling such a position, and

WHEREAS, Olympia has the personnel in the nature of Jeanelle Stull who has the skill and training to perform such functions, and

WHEREAS, such Intergovernmental Agreement provides that the LERMS Executive Board may authorize its Lead Agency to enter into a contract to provide administration services; and

WHEREAS, the executive Board of LERMS met on December 17, 2014 and authorized the Lead Agency of LERMS to enter into a contract for such services;

NOW, THEREFORE,

IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. Olympia shall provide to the LERMS the services of Jeanelle Stull, an employee of Olympia to perform those functions set forth in Section 2 of this Agreement as well any additional responsibilities of the System Administrator set forth in the Intergovernmental Agreement for Law Enforcement Records Management System at Section V.(B)(3).
2. The services to be provided shall include the following:
 - A. Serve as System Administrator and IT Manager for LERMS;
 - B. Act as liaison between Sungard, the software vendor and the LERMS users and information staff;
 - C. Serve as project lead regarding implementation of new software and insuring that it is working properly;
 - D. Monitor compliance amongst LERMS agencies with LERMS records standards;

- E. Identify problems and work with the software vendor to resolve issues;
- F. Coordinate logistics related to the training for agency staff;
- G. Advise the LERMS Board on issues related to Consortium IT systems.

3. The term of this Agreement shall be 12 months from the date services are first rendered. However, the parties to this Agreement may extend such Agreement on an annual basis by approval of the LERMS Board.

4. LERMS shall pay to Olympia a fee of \$65,476.00 for these services.

5. This fee shall be included as part of the 2015 billing from Olympia (as Lead Agency) to LERMS members.

6. In the performance of the services called for herein, Olympia shall be an independent contractor and the staff member of Olympia who performs these services shall remain an Olympia employee. Olympia shall provide for all employee pay and benefits, the same as though this Agreement were not executed. The quality and results of the services to be performed shall meet the approval of the LERMS Board, however, the Olympia staff member providing the services shall not become or be considered to be an employee of LERMS. The sole remedy of the LERMS Board for failure of the Olympia staff member to meet the quality and results of services to be performed shall be termination of services by the LERMS Board.

7. The City of Olympia agrees to maintain such books, records, and documents which are necessary to provide for adequate documentation of the actions taken pursuant to this Agreement and to provide sufficient information so that the LERMS Board may assure proper accounting of all funds paid or expended pursuant to this Agreement.

8. The term of services under this Agreement shall be from January 28, 2015 to January 28, 2016, unless terminated earlier at the request of the LERMS Board. Services performed prior to the effective date of this agreement but within its scope are hereby ratified and affirmed.

9. Prior to its entry into force, this Agreement shall be filed with the Thurston County Auditor's Office or posted upon the websites or other electronically retrievable public source as required by RCW 39.34.040.

10. LERMS Member Agencies and Olympia each agree to defend, indemnify and hold the other, their officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including reasonable attorney fees, arising out of or in connection with each entity's respective performance of its responsibilities under the Agreement, except to the extent such injuries and damages are caused by the negligence of the other.

IN WITNESS WHEREOF, the parties have hereto caused this agreement to be entered as of the date of the last authorizing signature affixed hereto.

For the City of Olympia:

Approved as to Form:

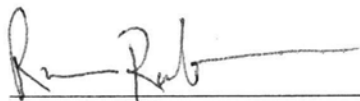


Steven R. Hall, City Manager

Assistant City Attorney

Dated: 4/14/2015

Lead Agency For LERMS:



Ronnie Roberts

Chief of Police, City of Olympia

4/15/15