



STAFF REPORT/RESOLUTION

TO: Southwest Washington Regional Transportation Council Board of Directors
FROM: Matt Ransom, Executive Director
DATE: April 29, 2015 
SUBJECT: **** Supplement Edits to:****
RTC – Clark County Interlocal Agreement for Reimbursable Services – IT Services, Resolution 05-15-07

AT A GLANCE - ACTION

The RTC is authorized to contract on a fee-for-service basis with member agencies to provide specialty and project management services. RTC and Clark County currently contract for IT Services, and the current Agreement needs to be updated. Approval of the Agreement establishes a contract for IT and related services.

Supplemental edits to the proposed Agreement were received by Clark County staff on April 29, and are recommended for inclusion.

BACKGROUND

RTC received supplemental edits to the proposed RTC – Clark County Interlocal Agreement for Reimbursable Services – IT Services on April 29, after the Agreement had been published with the RTC Board May 5 meeting materials.

The proposed edits to Section 10.C of the Agreement are accepted by RTC staff and are noted in the attached Agreement supplement with ~~strikethrough~~/underline text.

POLICY IMPLICATION

None.

BUDGET IMPLICATION

None.

ACTION REQUESTED

Adoption of Resolution 05-15-07 authorizes the Executive Director to sign the Interlocal Agreement for Reimbursable Services between RTC and Clark County, upon inclusion of the attached text revisions.

Attachment: Interlocal Agreement for Reimbursable Services – IT Services – *Text Revisions to Agreement Section 10.C.*

**RTC – Clark County Interlocal Agreement for Reimbursable Services - IT Services
Agreement Text Revisions**

10. Termination

A. Termination for Convenience

Either party may terminate this Agreement or a specific Task Order for convenience, after first providing written notice of the intent to terminate to the other party, 180 calendar days in advance.

B. Termination by Mutual Agreement

The parties may terminate this Agreement in whole or in part, at any time after first providing written notice, by mutual consent.

C. Termination and Transition

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 to, the services enjoyed by either party under this agreement. The disentanglement process shall begin as soon as possible, but not later than the date of termination. It is understood that completion of a Task Order may extend beyond the date of termination. Disentanglements will be defined as a Task Order and both parties, shall, in good faith, seek to maintain existing service levels and minimize the disruption of services until task orders in process are completed. County shall be entitled payment as provided in Paragraph 6. the disentanglement is completed. ~~Each party shall bear its cost of disentanglement, unless separately defined within a Task Order, or as may otherwise be agreed to by both parties.~~