

**INTERLOCAL AGREEMENT FOR INFORMATION TECHNOLOGY SERVICES
BETWEEN THE CITY OF SNOQUALMIE AND THE CITY OF DUVALL**

THIS AGREEMENT is entered into between the City of Snoqualmie, a Washington municipal corporation (Snoqualmie) and City of Duvall, a Washington municipal corporation (Duvall).

WHEREAS, Duvall is in need of a comprehensive IT support team that can maintain its network and servers, keep its desktop computers in good working order, answer questions or assist Duvall staff when necessary, and also assist with other IT issues including, but not limited to security, training, wiring standards, and minor planning for the immediate future, and

WHEREAS, Snoqualmie is willing and able to provide that service, and

WHEREAS, the parties may enter this Agreement under the Interlocal Cooperation Act, chapter 39.34 RCW,

NOW THEREFORE, in consideration of the mutual promises contained, the parties agree as follows:

1. Term of Agreement: The initial term of this agreement will commence 30 days after approval from each respective City Council terminating 36 months thereafter, if not sooner as provided in Section 13. Unless otherwise notified, the contract will automatically renew in one year increments.

2: Services Provided: Snoqualmie shall provide the following general, day-to-day information technology support services ("the Services") set forth below. These include (but are not limited to):

- Continuity Services
 - Email support and maintenance
 - General application support and maintenance
 - Web access
- Personal Computing Services
 - Desktop support and maintenance
 - Mobile laptop support and maintenance
 - Printer support and maintenance
 - Virus Protection
- Communications Services
 - Audio/visual
- Infrastructure Services
 - Network operation and maintenance
 - Server operation and maintenance

- Security and remediation
- Data storage services
- IT Service desk
- Central printing
- Other Services
 - Training
 - Acquisition and contract management
 - Equipment lifecycle management
 - Service desk reporting
 - Hardware/software inventory
 - Budget planning
 - Coordination with Redmond Dispatch Services

Snoqualmie will commence providing the Services under this Agreement, when directed by Duvall. Snoqualmie will provide the Services remotely to the extent feasible but Snoqualmie reserves the sole discretion to determine whether any services require a site visit.

Incident (trouble tickets) and Service Requests management, prioritization, and response times will be based on a service level agreement (SLA) between Snoqualmie and Duvall.

Duvall will cooperate with and provide such assistance to Snoqualmie in the provision of the Services, Additional Services and/or Special Projects as Snoqualmie may request. If additional contractors are required, it shall be coordinated between the City of Snoqualmie and the City of Duvall.

3. Services Excluded:

- Searching technology systems for records in response to public records requests, litigation holds, or other types of requests. Snoqualmie staff will provide Duvall staff with guidance and training about how to prepare for, perform and/or implement such searches or litigation holds, but will not be responsible for carrying out those searches.
- Any form of forensic work for the Police Department on cases.
- Support for Duvall's existing phone system. Snoqualmie IT will help coordinate with an outside vendor to perform this support. Snoqualmie IT will also maintain the existing server environment in which the phone system resides.
- Additional Services and/or Special Projects, including but not limited to the projects and services listed below. Snoqualmie will provide such Additional Services and/or Special Projects only if, in the sole discretion of Snoqualmie, the Additional Services can be provided within the context of the monthly Services outlined above, or if said Additional Services and/or Special Projects are agreed to in writing by both parties in advance subject to such additional compensation as Snoqualmie may agree.

- Significant system failures requiring extraordinary recovery efforts such as:
 - Services required due to fire, earthquake, flood, tsunami, hurricane, epidemic, accident, explosion, strike, riot, civil disturbance, act of public enemy, embargo, war, military necessity or operations, or act of God
- Services required due to Duvall's failure to adhere to Snoqualmie's hardware, software and other standards referenced in Section 8
- Emergency after-hours support
- Special projects which do not fit within the hours available
- Strategic and long-term planning
- Actual cost of hardware and software that the Duvall owns, and any related maintenance charges
- Costs for repairs paid to a third party (for example, printer maintenance and repair)
- Design, maintenance and/or update of Duvall's website
- Installation of a new system or software upgrade purchased by the City of Duvall
- Wiring plans for any new building, or advice related thereto.

4. Compensation: During the Term, Duvall shall pay Snoqualmie the following amounts in equal monthly installments.

April 1, 2015 through December 31, 2015:	\$65,067.00
January 1, 2016 through December 31, 2016:	\$88,494.00
January 1, 2017 through December 31, 2017:	\$90,262.00

In addition to the monthly payments set forth above, any minimums or other work conditions associated with the applicable collective bargaining agreement that affect the Services will be billed to the Duvall in accordance with the provisions of the collective bargaining agreement (CBA). Snoqualmie shall inform Duvall of any minimums or other work conditions associated with the applicable CBA prior to beginning with the requested work. Work performed outside normal working hours shall be billed as overtime, in addition to the monthly amounts set forth above, and will comply with the current CBA.

Mileage between Snoqualmie and the Duvall's facility will be billed at Snoqualmie's mileage reimbursement rate, and such mileage charges shall also be in addition to the monthly compensation amounts set forth above.

5. Work Rules: During the term of this agreement, all Snoqualmie IT personnel who provide any of the Services will remain employees of Snoqualmie (and not Duvall) for purposes of supervision, evaluation, discipline, determining salary, benefits, and all other terms and

conditions of employment, as provided in City of Snoqualmie Personnel Policies or the current collective bargaining agreement for Snoqualmie IT personnel.

6. Contacts: The main point of contact for the Duvall shall be the current City Administrator. The main point of contact for Snoqualmie shall be the current IT Manager. Duvall staff may contact the Snoqualmie Help Desk directly to place normal calls for service.

7. Dispute Resolution:

a. Whenever any dispute arises between the parties which is not resolved by routine meetings or communications, the parties agree to seek resolution of such dispute by the process described in this section.

b. The parties shall first seek in good faith to resolve any such dispute or concern by meeting, as soon as feasible. The initial meeting shall include the IT Manager and the Duvall City Administrator. If the dispute is not resolved following the initial meeting, a second meeting shall be held, involving the IT Manager, the Snoqualmie City Administrator, and the Duvall City Administrator.

c. If the parties do not come to an agreement on the dispute or concern after the meetings described above, either party may request mediation through a process to be mutually agreed to in good faith between the parties within 30 days. The mediator(s) shall be mutually agreed upon and shall be skilled in the legal and business aspects of the subject matter of this Agreement. The parties shall share equally the costs of mediation and assume their own costs. If mutual agreement is not reached through the mediation, either party may initiate litigation to enforce any rights under this Agreement.

8. Hardware, software, and other standards: Snoqualmie has specific standards associated with hardware and software, including but not limited to software and hardware lifecycle management. A list of specific standards is attached as Exhibit A, and the City of Duvall acknowledges receipt of a copy of each listed document. From and after the effective date of this Agreement, the City of Duvall agrees to adhere to Snoqualmie's standards for new hardware and software. The City of Duvall acknowledges that changes may be required to some existing technologies, and that some Special Projects may need to be undertaken in the next six to twelve months to bring Duvall up to supportable levels.

In addition to compliance with Snoqualmie hardware and software standards, the parties agree that as an additional security measure Snoqualmie IT staff shall have exclusive authority to make changes to Duvall computers. No Duvall staff will have access to local administrator privileges on computers or be able to log into the network, with the exception of up to three people, designated by Snoqualmie IT staff in their reasonable discretion, who will be provided passwords for use only in emergencies.

Duvall and Snoqualmie will hold regular meetings at least once every quarter to assess success of the working relationships, review the work performed and hours expended to date, and review Duvall's experience and satisfaction with Snoqualmie IT support.

9. Indemnification and Hold Harmless: Duvall shall protect, defend, indemnify and save harmless Snoqualmie, its officers, employees and agents from any and all costs, claims, judgments or awards of damages, arising out of or resulting from the acts or omissions of Snoqualmie staff while performing duties for or acting under the control of Duvall, except for those acts or omissions resulting from the negligence of Snoqualmie.

Duvall further agrees to protect, defend, indemnify and save harmless Snoqualmie, its officers, employees and agents from any and all costs, claims, judgments or awards of damages, arising out of or resulting from the acts or omissions of Duvall, its, officers, employees or agents under, resulting from or arising out of this Agreement. Duvall agrees that its obligations under this section extend to any claim, demand, and/or cause of action brought by, or for, its own employees or agents. For this purpose, Duvall, by mutual negotiation, waives, as respects Snoqualmie only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. If Snoqualmie incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce this article, all such fees, expenses and costs shall be recoverable from Duvall.

Snoqualmie agrees to protect, defend, indemnify and save harmless Duvall, its officers, employees and agents from any and all costs, claims, judgments or awards of damages, arising out of or resulting from the negligent acts or omissions of Snoqualmie, its, officers, employees or agents under, resulting from or arising out of Snoqualmie IT staff's performance of this Agreement. Snoqualmie agrees that its obligations under this section extend to any claim, demand, and/or cause of action brought by, or for, its own employees or agents. For this purpose, Snoqualmie by mutual negotiation waives, as respects Duvall only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. If Duvall incurs any judgment, award, and/or cost arising therefrom including attorney's fees to enforce this article, all such fees, expenses and costs shall be recoverable from Snoqualmie.

10. Insurance: Duvall and Snoqualmie shall each maintain insurance or self-insurance sufficient to protect the other against all applicable risks arising out of this Agreement. Snoqualmie and Duvall agree to provide each other with evidence of insurance coverage with minimum liability limits of ONE MILLION DOLLARS (\$1,000,000) for its liability exposure under this agreement, including comprehensive general liability and, to the extent applicable, errors and omissions and auto liability.

11. Confidential Information: Snoqualmie may have access to, review, or otherwise obtain knowledge of the Duvall's confidential or privileged information and communications in operating, maintaining and/or supporting Duvall's technology systems. Snoqualmie staff shall not disclose this confidential or privileged information/communication except to the

Snoqualmie IT Manager or other Snoqualmie employees engaged in performance of this Agreement, or except as permitted by Duvall or as authorized or required by law.

12. Nature of Relationship: The agreement shall not be interpreted or construed as creating or evidencing any separate entity, including but not limited to an association, joint venture, partnership, or creating any franchise relationship between the parties or as imposing any franchise, obligation, or liability on any party.

13. Termination. This Agreement may be terminated by mutual agreement upon such terms and conditions as the parties may agree. This Agreement may be terminated by either party without cause by written notice of termination at least twelve (12) months prior to the effective date of termination. This Agreement may be terminated for material breach by either party, provided, such termination shall require written notice to the other to cure the alleged breach within six (6) months, and the parties shall meet to discuss how the breach might be cured. If the breach is not cured within such time period, the non-breaching party may immediately terminate the Agreement by written notice of termination.

14. Counterparts: The agreement may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document.

15. Integration Clause: This Agreement, with the attached exhibits, represents the final and completely integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended, modified or added to only by written instrument properly signed by both parties hereto.


16. Force Majeure: Neither party shall be deemed in default and neither shall be liable to the other if either cannot perform its obligations by any fire, earthquake, flood, tsunami, hurricane, epidemic, accident, explosion, strike, riot, civil disturbance, act of public enemy, embargo, war, military necessity or operations, act of God, any municipal county, state or national ordinance or law, any executive or judicial order, or similar event beyond such party's control.

17. Severability: If any provision of this Agreement is held to be invalid or unenforceable the remaining provisions will continue in full force without being impaired or invalidated if both parties continue to receive the anticipated benefits of this agreement. The parties agree to replace an invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision.

18. Posting on Websites: A copy of this Agreement shall be posted on each of the parties' websites in lieu of recording with the County Auditor, as authorized by chapter 39.34 RCW.

19. Miscellaneous Interlocal Agreement Act Provisions: Snoqualmie shall act as administrator of this Agreement. No special budget or funds are anticipated, nor shall any be created. The parties are each responsible for their own finances in connection with this Agreement, and nothing in this Agreement shall be deemed or constructed otherwise. The Parties do not intend to acquire, hold, dispose of any real or personal property pursuant to this agreement.

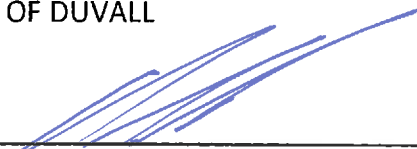
CITY OF SNOQUALMIE



Matthew R. Larson, Mayor

Date signed: 3/9/2015

CITY OF DUVALL



Will Ibershof, Mayor

Date signed: 2/24/15

EXHIBIT A

The following Snoqualmie hardware, software and other standards documents have been provided to Duvall:

- Attached CoS Technology Standards documents
- City of Snoqualmie Technology Service Level Agreement
- Collective Bargaining Agreement