

**INTERLOCAL AGREEMENT FOR INFORMATION TECHNOLOGY DISCOVERY 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 the City of Duvall, a Washington municipal corporation ("Duvall").

WHEREAS, the Duvall is in need of a comprehensive IT Infrastructure discovery process to inventory their existing technology architecture in place, identify and prioritize IT systems issues requiring remediation, and identify current and future IT services needed for smooth operation of the City of Duvall IT system; and

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

WHEREAS, the parties may enter this Agreement under RCW 35A.11.040, RCW 39.34.080 and the Interlocal Cooperation Act, chapter 39.34 RCW;

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

1: Scope of Work / Systems Analysis and Design: Snoqualmie will provide Duvall with an IT Systems Analysis and Design program. The Systems Analysis and Design program consists of a complete inventory of the entire IT infrastructure. This documentation will provide the necessary and critical information that will be used to provide Duvall a cost-effective but efficient IT Infrastructure design and IT Management services.

The City of Snoqualmie will perform an infrastructure discovery of Duvall's current information technology architecture. Snoqualmie will provide the following services as part of the discovery process:

- Discovery
 - Inventory
 - Software
 - Hardware
 - Documentation
 - Network
 - Application
 - Software Configuration
 - Hardware Configuration
 - Diagram
 - Network layout (physical/logical)
 - Application infrastructure layout

- Server roles layout
- Knowledge Transfer
 - Conduct knowledge transfer meetings with Duvall staff members
- Remediation
 - Identify and prioritize IT system issues for remediation
- IT Services
 - Identify current and future IT services needed by the Duvall
 - Provide the City of Duvall with draft proposed internal service level agreements to provide the identified IT services

Work shall commence five (5) business days following mutual execution of this Agreement, and be completed within forty-five (45) days.

2. Compensation: The City of Duvall shall compensate the City of Snoqualmie for the services set forth in Section 1 above at the base hourly rate of \$60.00 per hour, which will be billed monthly. Snoqualmie shall adjust the base hourly rate periodically based on wage increases in the applicable Snoqualmie collective bargaining agreement.

Any minimums or other work conditions associated with the applicable collective bargaining agreement that affect excluded services will be billed to the City of Duvall in accordance with the provisions of the collective bargaining agreement. Work performed outside normal working hours shall be billed as overtime and will comply with the current collective bargaining agreement.

Snoqualmie will bill the City of Duvall for special projects separately at Snoqualmie's hourly rate then in effect, except that special projects requiring specialty capabilities may be billed at a higher rate as agreed to by the parties.

Mileage between Snoqualmie and the City of Duvall's facility will be billed at Snoqualmie's mileage reimbursement rate. Mileage is based on the roundtrip distance between Snoqualmie City Hall and The City of Duvall City Hall.

4. Work Rules: During the term of this agreement, all Snoqualmie IT personnel who provide any of the Services set forth in Section 1 will remain employees of Snoqualmie (and not the City of 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.

5. Administrator and Contacts: The administrator of this Agreement, and the main point of contact for Snoqualmie, shall be the Snoqualmie IT Manager. The main point of contact for Duvall shall be the current City Administrator, Mayor or their designee. In the event of any disputes arising under this agreement, the contact personnel shall meet and confer and

mutually agree upon a dispute resolution process. If mutual agreement cannot be reached within a reasonable time under the circumstances then presented, either party may initiate litigation.

7. Indemnification and Hold Harmless: The City of 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 IT staff while performing duties for or acting under the control of the City of Duvall, except for those acts or omissions resulting from the negligence of Snoqualmie IT staff.

The City of 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 the City of Duvall, its officers, employees or agents under, resulting from or arising out of this Agreement. The City of 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, the City of 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 the City of Duvall.

The City of Snoqualmie agrees to protect, defend, indemnify and save harmless the City of 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 the City of Snoqualmie, its officers, employees or agents under, resulting from or arising out of Snoqualmie IT staff's performance of this Agreement. The City of 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, the City of Snoqualmie by mutual negotiation waives, as respects the City of Duvall only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. If the City of Duvall 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 the City of Snoqualmie.

8. Insurance: The City of Duvall shall maintain insurance or self-insurance sufficient to protect Snoqualmie against all applicable risks as set forth in Attachment A and the Insurance Rider. Before Snoqualmie provides the Services, the City of Duvall shall provide Snoqualmie 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.

9. Confidential Information: Snoqualmie may have access to, review, or otherwise obtain knowledge of the City of Duvall's confidential or privileged information and communications in fixing or working on the City of Duvall's technology systems. Snoqualmie staff shall not disclose this confidential or privileged information/communication except to the Snoqualmie IT supervisor or other Snoqualmie employees engaged in performance of this Agreement, or except as permitted by the City of Duvall or authorized or required by law.

10. Nature of Relationship: The agreement shall not be interpreted or construed as creating or evidencing any separate or joint entity, including but not limited to an association, joint venture, or partnership; or as creating any franchise relationship between the parties. It shall not be construed as imposing any obligation or liability on any party, other than as expressly set forth herein. No real or personal property shall be acquired pursuant to this Agreement.

11. 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 forty-five (45) days 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 thirty (30) days, 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.

12. 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.

13. 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.

14. 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.

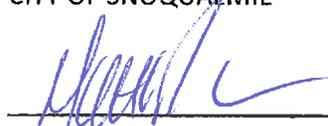
15. Severability: If any provision of this Agreement is held to be invalid or unenforceable the remaining provisions will continue in full force without being impaired or invalidated if both parties continue to receive the anticipated benefits of this agreement. The

parties agree to replace an invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision.

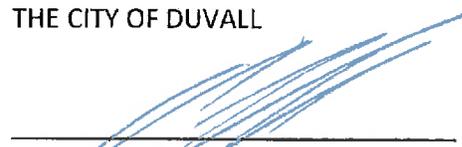
16. Posting on Websites: A copy of this Agreement shall be posted on each of the parties' websites in lieu of recording with the County Auditor, as authorized by RCW 39.34.040.

CITY OF SNOQUALMIE

THE CITY OF DUVAL



Matthew R. Larson, Mayor



Will Ibershof, Mayor

Date signed: 9/8/2014

Date signed: 9/25/14

*Approved by
Snoqualmie City
Council AB14-194
9/8/2014*