FIRST AMENDMENT TO INTERLOCAL AGREEMENT FOR INFORMATION TECHNOLOGY SERVICES BETWEEN THE CITY OF SNOQUALMIE AND THE CITY OF DUVALL

THIS FIRST AMENDMENT TO INTERLOCAL 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, Snoqualmie and Duvall entered into an Interlocal Agreement for Information Technology Services effective April 11, 2015 ("IT ILA"); and

WHEREAS, pursuant to the IT ILA, Snoqualmie provides certain ongoing IT services on a day-to-day basis to enable the City of Duvall may need to properly and efficiently operate an Information Technology department; and

WHEREAS, Snoqualmie has been providing approximately 80 hours per month of ongoing IT services; and

WHEREAS, the City of Duvall wishes to obtain additional 20 hours per month of IT services on an ongoing basis; and

WHEREAS, the City of Snoqualmie is willing and able to provide those services; and

WHEREAS, the parties may enter this Amendment 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 Amendment: Section 2 of the IT ILA (the "Services Provided") is hereby amended to read as follows:

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
 - o Email support and maintenance
 - o General application support and maintenance
 - o Web access
 - o Disaster recovery
- Personal Computing Services
 - o Desktop support and maintenance
 - o Mobile laptop support and maintenance
 - o Printer support and maintenance

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- Infrastructure Services
 - o Network operation and maintenance
 - o Server operation and maintenance
 - o Security and remediation
 - o Data Storage services
 - o IT Service desk
 - o Central printing
- Other Services
 - o Training
 - o Acquisition and contract management
 - o Equipment lifecycle management
 - o Service desk reporting
 - o Hardware/software inventory
 - o Budget planning

Snoqualmie will commence providing the Services under this Agreement, when directed by the Duvall.

Snoqualmie will provide the Services will be rendered 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.

Snoqualmie will provide the Services for approximately 100 hours per month. If Duvall desires the Services be provided for additional hours, Snoqualmie may provide such Services at Snoqualmie's discretion, depending on contractor availability, Snoqualmie workload, and other factors. Services provided beyond 100 hours per month shall be invoiced to Duvall at the blended rate of \$94.02 for 2017.

2. Compensation: Section 4 of the IT ILA ("Compensation") is hereby amended to read as follows:

During the Term, Duvall shall pay Snoqualmie the following amounts in equal monthly installments as full payment for the Services.

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July 1, 2017 through December 31, 2017 January 1, 2018 through December 31, 2018 \$9,402.00/month \$9,590.00/month (estimate)

In addition, Duvall shall pay Snoqualmie on a monthly basis such additional amounts invoiced by Snoqualmie under Section 2 ("Services Provided") for Services provided in excess of 100 hours per month.

- **4. IT ILA Remains in Full Force and Effect:** Except as otherwise amended forth herein, all terms of the IT ILA effective date April 11, 2015 between the City of Snoqualmie and the City of Duvall shall remain in full force and effect.
- **5. 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.
- **6. 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 DUVALL
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Matthew R. Larson, Mayor	Will bershof Mayor
Date signed: 10/10/2017	Date signed: 9/19/19