

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

**THIS THIRD 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 on April 11, 2015 (“IT ILA”); and

**WHEREAS**, Snoqualmie and Duvall entered into the First Amendment to Interlocal Agreement for Information Technology Services (“First Amendment”) on October 10, 2017; and

**WHEREAS**, Snoqualmie and Duvall entered into the Second Amendment to Interlocal Agreement for Information Technology Services (“Second Amendment”) on June 25, 2019; 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 100 hours per month of ongoing IT services (not including travel time); and

**WHEREAS**, the City of Duvall wishes to obtain an additional 100 hours per month of ongoing IT services (not including travel time); and

**WHEREAS**, the City of Snoqualmie is willing and able to provide IT services on that basis; and

**WHEREAS**, the parties wish to make other adjustments to the IT ILA; and

**WHEREAS**, the parties may enter this Third 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:** 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
- Communications Services
  - o Telephony support and maintenance of telephone software server
  - o Audio/visual
- 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, including monthly, quarterly, and annual reports
  - o Hardware/software inventory
  - o Budget planning
  - o Annual strategic planning update to Senior Staff and City Council
  - o Creation of support documentation and Standard Operating Procedures

Snoqualmie will commence providing the Services under this Agreement, when directed by Duvall, following completion of the system discovery process set forth in the Interlocal Agreement for Information Technology Discovery Services between the parties.

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.

Snoqualmie will provide the Services for approximately 4200 hours per month. Travel time shall not count towards the 4200 hours per month of IT Services. If Duvall desires the Services be provided for additional hours, Snoqualmie may provide such Services in Snoqualmie's discretion, depending on contractor availability, Snoqualmie workload, and other factors. Services provided beyond 4200 hours per month, and time spent in travel between Snoqualmie and Duvall, shall be invoiced to Duvall all at the blended rate of \$95.96 per hour for January 1, 2021 through December 31, 2021, and \$97.56 for January 1, 2022 through, December 31, 2022.

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.

January 1, 2021 through December 31, 2021: \$19,192

January 1, 2022 through December 31, 2022: \$19,512

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 4200 hours per month, and for time spent traveling between Snoqualmie and Duvall.

During the Term, one (1) IT staff person shall be assigned Duvall City Hall as the primary duty station, and this IT staff person shall not be compensated for travel time between Snoqualmie and Duvall.

3. **Work and Storage Space:** A new Section 4.5 is hereby added to the IT ILA, to read as follows:

**4.5. Work and Storage Space.** During the Term, Duvall shall provide at Duvall City Hall a desk and chair, computer and monitor, and such other work and storage space sufficient for one (1) IT staff person to provide the Services and to store Duvall IT assets not currently in use. The work and storage space shall be at least 100 square feet, and be comparable in size and amenities to the work and storage space provided to City of Duvall employees.

4. **IT ILA Remains in Full Force and Effect:** Except as otherwise amended forth herein, all terms of the IT ILA dated April 11, 2014 and as subsequently amended 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

  
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Matthew R. Larson, Mayor

Date signed: January 25, 2021

THE CITY OF DUVALL

  
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Amy Ockerlander, Mayor

Date signed: 2/26/21