

**THIRD ADDENDUM TO
INTERLOCAL AGREEMENT BETWEEN
THE CITY OF EDGEWOOD AND THE CITY OF
FIFE REGARDING IT SUPPORT SERVICES**

This Third Addendum, dated this 28th day of October, 2015, amends the Interlocal Agreement between the City of Edgewood and the City of Fife Regarding IT Support Services dated November 12, 2012, and amended by the First and Second Addendums, dated February 11, 2014 ("the Agreement").

I. Recitals.

A. The City of Edgewood ("Edgewood") and the City of Fife ("Fife") entered the Agreement primarily in order to enable Fife's Information Technology (IT) personnel to provide IT support to Edgewood.

B. Edgewood and Fife mutually desire to execute this Third Addendum to the Agreement to extend the term of the Agreement through December 31, 2016, and provide a cost of living adjustment to the compensation.

II. Terms.

A. Adjustment to Compensation. Pursuant to Section 5.1 of the Agreement, for the 2016 calendar year the regular hourly rate shall be \$52.00 per hour. The estimated total regular hourly services shall be 280-380 hours annually. The minimum annual fee shall be \$14,560 (not including authorized work outside of normal business hours), and the maximal annual fee shall be \$19,760 (not including authorized work outside normal business hours).

B. Term Extension. Pursuant to Section 4.3 of the Agreement, the term of the Agreement is hereby extended through December 31, 2016.

C. Authorization Change. All references to "Edgewood City Manager" as the authorizing authority for the City of Edgewood are now to be read as "the Mayor of Edgewood".

D. Effect of Addendum. This Third Addendum modifies the Agreement. Except as amended herein, all other terms and conditions of the Agreement remain in full force and effect.

CITY OF EDGEWOOD

By: _____

Daryl Eidinger
Mayor

Date: _____

CITY OF FIFE

By: _____

Subir Mukerjee
City Manager

Date: 10/28/15

Approved as to form:

Approved as to form:

By:

Zach Lell
City Attorney

By:

Jennifer Combs
Assistant City Attorney

**SECOND ADDENDUM TO
INTERLOCAL AGREEMENT BETWEEN
THE CITY OF EDGEWOOD AND THE CITY OF
FIFE REGARDING IT SUPPORT SERVICES**

This Second Addendum, dated this 10th day of February, 2014, amends the Interlocal Agreement between the City of Edgewood and the City of Fife Regarding IT Support Services dated November 12, 2012 and amended February 11, 2014 (“the Agreement”).

I. Recitals.

A. The City of Edgewood (“Edgewood”) and the City of Fife (“Fife”) entered the Agreement primarily in order to enable Fife’s Information Technology (IT) personnel to provide IT support to Edgewood.

B. Edgewood and Fife mutually desire to execute this Second Addendum to the Agreement to extend the term of the Agreement through December 31, 2015, and provide a 2.2% cost of living adjustment to the compensation.

II. Terms.

A. Adjustment to Compensation. Pursuant to Section 5.2 of the Agreement, for the 2015 calendar year the regular hourly rate shall be \$51.10 per hour, the after-hours rate shall be \$76.65 per hour, the minimum annual fee shall be \$12,264 (not including authorized work outside of normal business hours), and the maximal annual fee shall be \$17,374 (not including authorized work outside normal business hours).

B. Term Extension. Pursuant to Section 4.3 of the Agreement, the term of the Agreement is hereby extended through December 31, 2015.

C. Effect of Addendum. This Second Addendum modifies the Agreement. Except as amended herein, all other terms and conditions of the Agreement remain in full force and effect.

CITY OF EDGEWOOD

CITY OF FIFE

By: 
Mark Bauer
City Manager

By: 
Subir Mukerjee
City Manager

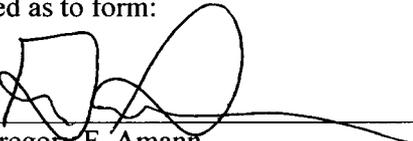
Date: 2/10/15

Date: 2/11/15

Approved as to form:

Approved as to form:

By: 
Zach Lell
City Attorney

By: 
Gregory F. Amann
Assistant City Attorney

ORIGINAL

FIRST ADDENDUM

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF EDGEWOOD AND THE CITY OF
FIFE REGARDING IT SUPPORT SERVICES**

This First Addendum, dated this 11th day of February, 2014, amends the Interlocal Agreement between the City of Edgewood and the City of Fife Regarding IT Support Services dated November 12, 2012 (“the Agreement”).

I. Recitals.

A. The City of Edgewood (“Edgewood”) and the City of Fife (“Fife”) entered the Agreement primarily in order to enable Fife’s Information Technology (IT) personnel to provide IT support to Edgewood.

B. Both Edgewood and Fife are members of the Washington Cities Insurance Authority (WCIA) risk pool.

C. Pursuant to its arrangement with a cyber insurance carrier, WCIA has directed its member cities to include a confidentiality clause in various contracts with service providers that may have access to sensitive information.

D. Edgewood and Fife mutually desire to execute this First Addendum to the Agreement in order to ensure compliance with WCIA’s directive, and further desire to extend the term of the Agreement through December 31, 2014.

II. Terms.

A. Amendment of Agreement—Addition of New Section 16. The Agreement is hereby amended by the addition of a new Section 16 to provide in its entirety as follows:

16. Confidentiality of Information

16.1 All information and data concerning Edgewood’s IT systems furnished to Fife and its employees and/or agents by Edgewood, and all other such information and documents to which Fife, its employees and/or agents have access during the term of the Agreement, shall be treated and protected as confidential to the fullest extent allowed by law. Any oral or written disclosure of such information to unauthorized individuals is prohibited. If Fife receives a public record request, subpoena or other directive for any such information, Fife shall provide no less than ten (10) days written notice to Edgewood before disclosing the same to the requesting party.

B. Term Extension. Pursuant to Section 4.3 of the Agreement, the term of the Agreement is hereby extended through December 31, 2014.

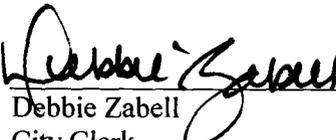
C. Effect of Addendum. This First Addendum is in addition to the Agreement. Except as otherwise provided herein, the provisions of this First Addendum modify, but do not supersede, the provisions of the Agreement. Except as otherwise provided herein, each provision of the Agreement shall continue in full force and effect as if this First Addendum did not exist. Except as otherwise provided herein, capitalized words and phrases shall have the meanings ascribed to them in the Agreement.

CITY OF EDGEWOOD

By: 
Mark Baber
City Manager

Date: 2/11/14

Attest:

By: 
Debbie Zabell
City Clerk

Approved as to form:

By: 
Zach Leff
City Attorney

CITY OF FIFE

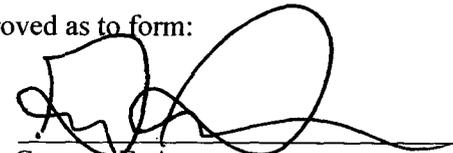
By: 
David Zabell
City Manager

Date: February 11, 2014

Attest:

By: 
Carol Etgen
City Clerk

Approved as to form:

By: 
Gregory F. Amann
Assistant City Attorney

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF EDGEWOOD AND THE CITY OF
FIFE REGARDING IT SUPPORT SERVICES**

1. Dates and Parties. This Interlocal Agreement ("Agreement") dated, for reference purposes only, the 27th day of NOV, 2012 ("Agreement Date"), and is entered into by and between the City of Fife, ("Fife") and the City of Edgewood ("Edgewood"), optional municipal code cites organized under Title 35A RCW.

2. General Recitals.

- 2.1 Fife has in-house Information Technology ("IT") personnel who provide comprehensive IT support to Fife and limited IT support to several cities contracting for services with Fife.
- 2.2 Edgewood has determined that a contract with Fife for the provision of IT support would be more efficient and cost effective than providing such services through its own personnel.
- 2.3 The Interlocal Cooperation Act, Chapter 39.34 RCW, authorizes cities to enter into agreements with other governmental entities in order to efficiently and effectively provide services that each is authorized independently to perform.
- 2.4 Fife is willing to provide IT support to Edgewood on the terms and conditions set forth in this Agreement.
- 2.5 The parties acknowledge the mutual benefits of cooperative purchasing of IT software and hardware.
- 2.6 The parties further acknowledge that due to their IT relationship and close proximity, each City is in a good position to aid the other City in the event of an emergency.
- 2.7 The parties enter this Agreement in consideration of the mutual covenants and promises set forth in this Agreement, the mutual benefits derived from each, and the exercise of authority granted by Chapter 39.34 RCW.

3. Provision of IT Support Services

- 3.1 Commencing on the Agreement Date and continuing thereafter during the term of the Agreement, Fife shall provide IT support services to Edgewood as more fully described in Exhibit "A", attached hereto and incorporated by this reference (the "IT Support Services").
- 3.2 The IT Support Services shall be provided under the general supervision of the Edgewood City Manager, however personnel assigned by Fife to perform the IT Support Services shall remain employees of Fife. Standards of performance, discipline,

compensation, benefits and other personnel matters regarding persons assigned by Fife to perform the IT Support Services shall remain under the control of Fife. Provided, that while performing IT Support Services at Edgewood City Hall, Fife personnel shall comply fully with all standards of conduct applicable to Edgewood employees. No employee or agent of Fife shall be deemed to be an employee of Edgewood as a result of this Agreement.

- 3.3 Edgewood shall provide adequate office space, equipment and office supplies for the IT Support Services that are to be performed at Edgewood.
- 3.4 Fife employees performing the IT Support Services shall do so from their Fife location when services can be performed remotely and from an Edgewood location otherwise. These services shall be provided on a schedule mutually agreed upon.
- 3.5 All work product prepared by Fife employees on Edgewood projects shall belong to Edgewood and shall be released to Edgewood at Edgewood's request, including electronic copies of documents, if any. Fife may keep a copy of the work product for the purpose of documenting work performed by its employees.
- 3.6 Edgewood shall be responsible for Edgewood's compliance with WCIA Compact provisions, and compliance with applicable laws and regulations including those pertaining to public records, accounting, and privacy. Fife assumes no responsibility by entering this Agreement for Edgewood's compliance with WCIA Compact provisions, or compliance with applicable laws and regulations including those pertaining to public records, accounting, and privacy. Provided, that Fife will cooperate and in good faith assist Edgewood with respect to any public record request received by Edgewood regarding which Fife and/or Fife's employees have possession or control of responsive Edgewood documents. Provided further, that Fife shall not publicly disclose any information created or received pursuant to this Agreement that is exempt from disclosure under applicable state and/or federal law.

4. Agreement Duration

- 4.1 This Agreement shall commence on the Agreement Date and shall continue until December 31, 2013, unless terminated earlier by either party in accordance with the provisions set forth in paragraph 4.2.
- 4.2 This Agreement may be terminated by either party, for any reason, with sixty (60) days written notice to the other party.
- 4.3 This Agreement may be extended beyond the December 31, 2013 end date by the mutual written agreement of the parties.

5. Compensation

- 5.1 Edgewood shall pay Fife on an hourly basis for the services provided under this Agreement at a regular hourly rate of \$50.00 per hour. Services required outside of

normal business hours (8:00am to 5:00pm M-F) shall be billed at a rate of \$75.00 per hour (150% of the regular hourly rate) for a minimum of two hours, and in increments of one quarter hour beyond two hours. Work outside of normal business hours shall require the prior approval of the Edgewood City Manager or designee. Fife shall provide Edgewood with quarterly invoices for services provided, and Edgewood shall tender payment to Fife within thirty days after the invoice is received. The parties estimate that regular hourly services shall total 240-340 hours annually. The minimum annual fee shall be \$12,000, not including authorized work outside of normal business hours. If at the end of the calendar year, billings for regular hourly services for the year (not including work authorized outside of normal business hours) have not reached \$12,000, Fife shall include the difference in the final quarterly billing, and Edgewood shall pay such difference. The annual maximum annual fee, not including work authorized outside normal business hours, shall be \$17,000.00. In the event regular hourly services exceed \$17,000 prior to the end of the calendar year, Edgewood shall not be charged for subsequent regular hourly services performed during normal business hours to the end of the calendar year. Annual minimum and maximum fees shall be prorated for calendar year 2012.

- 5.2 The parties shall meet in September of each year, beginning September 2013, to negotiate the hourly rate and minimum/maximum fees for the subsequent year.
 - 5.3 As additional consideration for the services to be performed by Fife under this Agreement, Edgewood shall provide a secure space for Fife to store its backup files outside of the flood plain.
 - 5.4 The precise location of this storage area at Edgewood City Hall shall be determined by Edgewood and shall be subject to change at Edgewood's sole discretion. Fife may access said area during normal Edgewood City Hall office hours upon _____ hours advance notice to Edgewood. Fife's storage of its back-up files at Edgewood City Hall pursuant to this section shall be at Fife's sole risk. Edgewood shall not be responsible or liable in any manner for any damage, injury or loss to said files.
6. Preliminary Requirements. In order for Fife to provide an adequate level of service under this Agreement, the parties shall work together diligently to obtain the following:
- 6.1 A cable broadband connection and/or T1 point to point between the two cities. Each party shall be responsible for payment of one-half of the costs of such connection.
 - 6.2 An email archiver for Edgewood. Edgewood shall be responsible for payment of the cost of obtaining an email archiver.
 - 6.3 Edgewood shall provide Fife with a comprehensive list of passwords for all Edgewood work stations and servers for maintenance purposes. To the extent any such information is exempt from public disclosure pursuant to RCW 42.56.420 or other applicable law(s), Fife shall securely maintain and preserve the confidentiality of such information, and shall not disclose the same to any third party without Edgewood's prior written permission, which may be withheld in Edgewood's sole discretion.

7. Cooperative Purchasing.

To the extent allowed by and in accordance with applicable Washington law:

- 7.1 Each party may act as the agent for the other party in purchasing and bidding for IT hardware and software, when agreed to in advance, in writing.
- 7.2 Each party may purchase and acquire IT hardware and software off contracts of the other party, where provision has been made in such contract for other governmental agencies to avail themselves of IT hardware and software offered under the contract and/or either party's bidder is willing to extend prices to other government agencies.
- 7.3 Each party reserves the right to contract independently for the acquisition of IT hardware and software without notice to the other party and shall not bind or otherwise obligate the other party to participate in the acquisition.
- 7.4 Each party accepts responsibility for compliance with federal, state or local laws and regulations, in particular, bidding requirements applicable to its acquisition of IT hardware and software.
- 7.5 Neither party accepts responsibility for the payment of the acquisition price of any IT hardware or software intended for use by the other party.
- 7.6 Each party may insert in its solicitations for IT hardware and software a provision disclosing that other authorized governmental agencies may also wish to procure IT hardware and software being offered to the party and allowing the bidder the option of extending its bid to other agencies at the same price, terms and conditions.

8. Indemnity and Hold Harmless

- 8.1 Edgewood agrees to indemnify and hold Fife, its elected officials, officers, employees, agents and volunteers harmless from any claims, demands, losses, actions and liabilities (including costs and all attorney fees) to or by any and all persons or entities, including without limitation their respective agents, licensees, or representatives arising from, or resulting from, or connected with this Agreement to the extent caused by the negligent acts, errors, or omissions of Edgewood, its elected officials, officers, employees, agents, and volunteers or by Edgewood's breach of this Agreement.
- 8.2 Fife agrees to indemnify and hold Edgewood, its elected officials, officers, employees, agents, and volunteers harmless from any and all claims, demands, losses, actions, and liabilities (including costs and all attorney fees) to or by any and all persons or entities, including, without limitation their respective agents, licensees, or representative arising from, resulting from, or connected with this Agreement to the extent caused by the negligent acts, errors or omissions of Fife, its elected officials, officers, employees, agents, and volunteers or by Fife's breach of this Agreement.
- 8.3 In the event of a claim, loss, or liability based upon the alleged concurrent or joint negligence of the parties, the parties shall bear their respective liability, including cost, in accordance with their respective liability established in accordance with the laws of the State of Washington.

FOR PURPOSES OF INDEMNIFICATION ONLY, THE PARTIES, BY MUTUAL NEGOTIATION, HEREBY WAIVE, AS RESPECTS THE OTHER PARTY ONLY, ANY IMMUNITY THAT WOULD OTHERWISE BE AVAILABLE AGAINST SUCH CLAIMS UNDER THE INDUSTRIAL INSURANCE PROVISIONS OF TITLE 51 RCW.

8.4 The provisions of this section shall survive the expiration or termination of this Agreement with respect to acts and omissions occurring during the term hereof.

9. Dispute Resolution.

9.1 Should a dispute arise as to the application, compensation, enforcement or interpretation of this Agreement between Edgewood and Fife, the parties shall first attempt to resolve such disputes through good faith and reasonable negotiations. However, if a dispute cannot be resolved through direct discussions, the parties agree to endeavor first to settle the dispute in an amicable manner by mediation administered by a mediator before resorting to litigation. The mediator shall be selected by agreement of the parties. Following mediation, or upon mutual written agreement of the parties to waive mediation, any unresolved controversy or claim arising from or relating to this Agreement or breach thereof may be settled by litigation pursuant to Section 14.

10. Notices

10.1 All notices required by this Agreement shall be considered properly delivered when personally delivered, or when successfully transmitted by facsimile showing date and time of transmittal, or upon receipt of any notice sent by U.S. mail, or other carrier service to:

Fife: David K. Zabell, City Manager
City of Fife
5411 23rd St. East
Fife, Washington 98424
FAX: 253-922-5355

With a copy to: Loren D. Combs
VSI Law Group, PLLC
3600 Port of Tacoma Rd., Suite 311
Fife, Washington 98424
FAX: 253-922-5848

Edgewood: Mark Bauer, City Manager
2224 104th Avenue East
Edgewood, WA 98372
FAX: 253-952-3537

With a copy to: Zach Lell
Ogden Murphy Wallace PLLC
1601 5th Ave Ste 2100
Seattle, WA 98101-1686

FAX: 260-447-0215

- 10.2 Either party may change its contact information by sending its new contact information to the other party in the same manner as is provided for sending the other party notice under the provisions of Section 10.1.

11. Insurance

- 11.1 Each party to this Agreement shall maintain insurance at least equivalent to the minimum coverage provided through WCIA or AWC insurance pools. Such coverage shall be maintained during the entire term of this Agreement and all extensions thereto.

12. Miscellaneous Provisions

- 12.1 This Agreement does not create any separate legal or administrative entity to which any power is delegated by the parties.
- 12.2 The rights, duties and obligations of either party to this Agreement shall not be assignable.
- 12.3 The Agreement administration shall be the responsibility of the Edgewood City Manager, for Edgewood, and the Fife City Manager, or his designee, for Fife. The parties will cooperatively work together to further the intent and purpose of this Agreement.
- 12.4 No personal or real property shall be acquired jointly by the parties.
- 12.5 Prior to its entry into force, this Agreement shall be filed with the county auditor or, alternatively, listed by subject on each City's web site or other electronically retrievable public source.
- 12.6 Should any clause, phrase, sentence or paragraph of this Agreement or its application be declared invalid or void by a court of competent jurisdiction, the remaining provisions of this Agreement or its applications of those provisions not so declared shall remain in full force and effect.
- 12.7 Failure of either party to exercise any rights or remedies under this Agreement shall not be a waiver of any obligation by either party and shall not prevent either party from pursuing that right at any future time.
- 12.8 This is the entire Agreement between the parties. Any prior understanding, written or oral, shall not be deemed merged with its provisions. This Agreement shall not be amended except in writing, signed by both parties.

13 Signature Authority.

13.1 The Fife City Manager was authorized to execute this Agreement by resolution of the City Council as adopted on the 11th day of Nov 2012 at a regularly scheduled Council meeting.

13.2 The Edgewood City Manager was authorized to execute this Agreement by action of the City Council on the 23rd day of Oct, 2012 at a regularly scheduled Council meeting.

14. Governing Law and Venue.

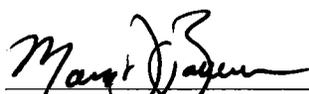
14.1 This Agreement shall be governed by the laws of the State of Washington. The venue for any litigation arising out of this Agreement shall be the Superior Court for Pierce County, Washington. The substantially prevailing party in any such action shall be entitled to an award of its reasonable attorneys' fees.

15. No Third-Party Beneficiary Created.

15.1 This Agreement is executed for the sole and exclusive benefit of the signatory parties. Nothing in this Agreement, whether expressed or implied, is intended to confer any right, remedy or other entitlement upon any person other than the parties hereto, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third party, nor shall any provision herein give any third party any right of action against any party hereto.

CITY OF EDGEWOOD

CITY OF FIFE

By: 
Mark Bauer
City Manager

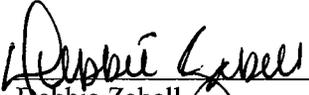
By: 
David Zabell
Acting City Manager Russ Blount

Date: 11/27/12

Date: 11/20/2012

Attest:

Attest:

By: 
Debbie Zabell
City Clerk

By: 
Carol Etgen
City Clerk

Approved as to form:

Approved as to form:

By: _____
Zach Lell
City Attorney

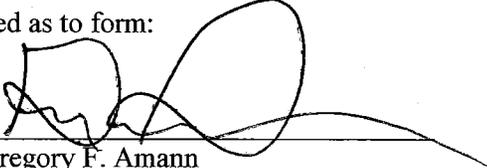
By: 
Gregory F. Amann
Assistant City Attorney

EXHIBIT A SCOPE OF WORK

SCOPE OF SERVICES

Under the general supervision of the Edgewood City Administrator, the City of Fife will provide IT support services. These duties include, but are not limited to, the following:

Initial Assessment

- Compile an inventory of all IT related assets.
- Assess system assets for age, condition and suitability for purpose.
- Make recommendations to improve IT system performance.
- Make recommendations on future purchase and replacement strategies.

Desktop Application Support

- Install and maintain desktop and laptop computers, including properly configuring equipment and installing required software.
- Implement approved recommendations
- Diagnose and correct software and hardware problems, including advanced troubleshooting.
- Assist Edgewood personnel with hardware and software purchases as needed.

Server Administration Services

- Manage computer network and associated hardware, software, and operating systems, including its quality, security, availability, recoverability, and reliability.
- Monitor server performance and manage its capacity.
- Install new servers, software and hardware, and transfer data.
- Schedule and perform preventative maintenance.
- Develop and document backup plans and procedures.

Network Administration Services

- Administer the City's computer network, including maintaining switches, firewalls, routers and, and other related devices.
- Monitor network performance and manage capacity.

Security

- Install and maintain anti-virus and spam filters. Perform related activities necessary to maintain system security.
- Perform security audits as requested.
- Notify proper authorities in Edgewood of any suspected security breaches.

Strategic Planning

- Provide technical leadership for server technology issues.
- Develop recommendations for future technology and Budget needs.
- Provide additional technical expertise as requested.

13.1 The Fife City Manager was authorized to execute this Agreement by resolution of the City Council as adopted on the 11th day of Nov, 2012 at a regularly scheduled Council meeting.

13.2 The Edgewood City Manager was authorized to execute this Agreement by action of the City Council on the 23rd day of Oct. 2012 at a regularly scheduled Council meeting.

14. Governing Law and Venue.

14.1 This Agreement shall be governed by the laws of the State of Washington. The venue for any litigation arising out of this Agreement shall be the Superior Court for Pierce County, Washington. The substantially prevailing party in any such action shall be entitled to an award of its reasonable attorneys' fees.

15. No Third-Party Beneficiary Created.

15.1 This Agreement is executed for the sole and exclusive benefit of the signatory parties. Nothing in this Agreement, whether expressed or implied, is intended to confer any right, remedy or other entitlement upon any person other than the parties hereto, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third party, nor shall any provision herein give any third party any right of action against any party hereto.

CITY OF EDGEWOOD

By: Mark Bauer
Mark Bauer
City Manager

Date: 11/27/12

Attest:

By: Debbie Zabell
Debbie Zabell
City Clerk

Approved as to form:

By: Zach Lell
Zach Lell
City Attorney

CITY OF FIFE

By: David Zabell
David Zabell
Acting City Manager

Date: 11/20/2012

Attest:

By: Carol Etgen
Carol Etgen
City Clerk

Approved as to form:

By: Gregory F. Amann
Gregory F. Amann
Assistant City Attorney