

**INTERLOCAL AGREEMENT BETWEEN  
THE CITY OF FIFE AND THE CITY OF MILTON  
REGARDING RMS SERVICES**

1. Date and Parties.

This agreement, for reference purposes only, is dated the 26<sup>th</sup> day of May, 2015, and is entered into between the City of Fife (hereinafter "Fife") and the City of Milton (hereinafter "Milton") under authority of the Interlocal Cooperation Act (Chapter 39.34 RCW) and the laws governing non-charter code cities.

2. Recitals.

2.1 Pursuant to RCW 35A.11.040, and Chapter 39.34 RCW, Fife and Milton have the legal authority to cooperate with each other on a basis of mutual advantage and thereby provide services and facilities in a manner that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities.

2.2 Fife maintains a Total Enforcement RMS Hosted Solution provided by Tiburon, Inc. that provides comprehensive cloud based records management service for police records ("RMS Services").

2.3 Fife's contract with Tiburon, Inc. allows it to offer the RMS Services to other government entities, including Milton.

2.4 Fife and Milton desire to enter into this interlocal agreement for the purpose of allowing Milton to use the RMS Services.

Now, therefore it is hereby agreed by and between the parties hereto as follows:

3. RMS Services. Fife agrees to provide to Milton with RMS user licenses for the Total Enforcement RMS Hosted Solution for police records, pursuant to the agreement entered into between Fife and Tiburon attached hereto as Exhibit A.

4. Agreement Term. The term of this Agreement shall be four years, commencing on June 1, 2015, provided either party may terminate this Agreement upon ninety (90) days written notice to the other party. In the event of early termination, the annual payment shall be prorated as of the date of termination.

5. Fees. For the RMS Services provided herein, Milton shall pay Fife the sum of \$3500 for the first year (June 1, 2015 through May 31, 2016). Annual compensation for each year thereafter shall increase by 5% of the prior year. Annual payments shall be made on or before July 1 each year.

6. Ownership of Information. All data and other records, including data and records of either city entered into any database, files, and data stores of Fife or Milton or supplied to Tiburon by either city are and shall remain the sole property of the city which entered or provided it.

7. Contract Administration. The parties do not by this Agreement create any separate legal or administrative entity. The City Manager of Fife, or his designee shall be responsible for working with the Mayor of Milton, or his/her designee to administer the terms of this Agreement. The parties do not intend to jointly own any real or personal property as part of this undertaking. The parties will cooperatively work together to further the intent and purpose of this Agreement.

8. Indemnification.

8.1 Milton agrees to indemnify and hold Fife, 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 representatives arising from, resulting from, or connected with this Agreement to the extent caused by the negligent acts, errors or omissions of Milton, its elected officials, officers, employees, agents, and volunteers or by Milton's breach of this Agreement.

8.2 Fife agrees to indemnify and hold Milton, 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 representatives 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.

8.4 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.

8.5 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. Assignment. Neither party may assign this Agreement or any interest, obligation or duty therein without the express written consent of the other party.

10. Venue and Attorneys' Fees. This Agreement shall be governed in all respects by the laws of the State of Washington. The Venue for any dispute related to this Agreement shall be with the Pierce County Superior Court, Tacoma, Washington. In any suit or action instituted to enforce any right granted in this Agreement, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorneys' fees from the other party.

11. Notice. Any notice or information required or permitted to be given to the parties under this Agreement may be sent to the following addresses unless otherwise specified:

City of Fife  
Attn: Subir Mukerjee  
City Manager  
5411 23<sup>rd</sup> Street East  
Fife, WA 98424

City of Milton  
Attn: Debra Perry, Mayor  
1000 Laurel St  
Milton, WA 98354

12. Modification. This Agreement constitutes the complete and final agreement of the parties, and replaces and supersedes all oral and/or written proposals and agreements heretofore made by the parties on the subject matter. No provision of this Agreement may be amended or added to except by agreement, in writing, signed by both parties.

13. Signature Authority

13.1 The Fife City Manager was authorized to execute this agreement by Resolution No. 1665 adopted by a majority of the entire City Council on the 26<sup>th</sup> day of May, 2015, at a regularly scheduled Council meeting. Fife shall record its agreement with Pierce County and/or post it on the Fife City website prior to its entry into force.

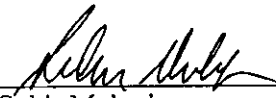
13.2 The Milton Mayor was authorized to execute this agreement by Resolution No. n/a adopted by a majority of the entire City Council on the 16<sup>th</sup> day of March, 2015, at a regularly scheduled Council meeting. Milton shall then recorded its agreement with Pierce County and/or post it on the Milton's website prior to its entry into force.

14. No Third-Party Beneficiaries. 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.


*[This space intentionally left blank]*

15. Severability. 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.

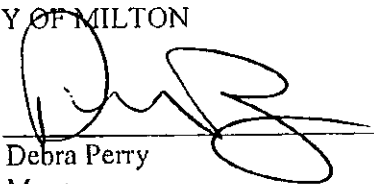
CITY OF FIFE

By:   
Subir Mukerjee  
City Manager

Approved as to form:

  
Gregory F. Amann  
Assistant City Attorney

CITY OF MILTON

By:   
Debra Perry  
Mayor

Approved as to form:

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City Attorney