

INTERLOCAL AGREEMENT BETWEEN THE CITIES OF ISSAQUAH AND REDMOND FOR BACKUP & SHARED RECORDS MANAGEMENT SERVICES

THIS AGREEMENT is made and entered into on this 10th date of January 2014, by and between the City of Issaquah, a Washington municipal corporation and the City of Redmond, a Washington municipal corporation. This Agreement shall run for a period of one year and ___ months from the above date and shall automatically renew January 1st of each calendar year for another one-year period.

WHEREAS, the City of Issaquah (hereafter "Issaquah") is a municipal corporation organized under the laws of the State of Washington;

WHEREAS, the City of Redmond (hereafter "Redmond") is a municipal corporation organized under the laws of the State of Washington;

WHEREAS, Issaquah has a Spillman Server and Spillman Software, to maintain Computer Aided Dispatch & RMS services, with supporting personnel;

WHEREAS, Redmond has a Spillman Server and Spillman Software, to maintain Computer Aided Dispatch & RMS services, with supporting personnel;

WHEREAS, Redmond and Issaquah are desirous of collaborating and coordinating together on technological matters relating to the administration, maintenance, and physical locations of Spillman Software and Hardware;

WHEREAS, the Interlocal Cooperation Act, Chapter 39.34 RCW, authorizes municipal corporations to contract with one another to perform any act that each is independently authorized to perform; and

WHEREAS, the parties enter into this Agreement in consideration of the mutual covenants and promises set forth in this Agreement, the mutual benefits to be derived by each, and in the exercise of authority granted by the Interlocal Cooperation Act, Chapter 39.34 RCW.

NOW, THEREFORE, the parties have entered into this Agreement under the terms and conditions set forth herein:

1. Purpose of Agreement. This Agreement has been entered into by Redmond and Issaquah in order to decrease individual operating costs, increase the level of cooperation for data sharing, collaboration, increase redundancy, and aid in disaster recovery.

2. Obligations of Issaquah.

2.1 Local Information Technology Services. Issaquah, through its Police Department, agrees to provide local information technology services to support Spillman hardware and software systems and perform routine maintenance at either Redmond or Issaquah based on availability of staff and operational need. Issaquah agrees to make every effort to maintain adequate local staff to handle the technology service needs.

2.2 Spillman Software & Related Hardware. Issaquah agrees to provide material support for a local hosted Spillman server and software for Issaquah, and the respective back-up server located in Redmond. This includes any related IBM AIX machines. The servers shall be maintained in a functional, usable state, requiring up to and including replacement as necessary.

2.3 System Hardware & Software Service. Issaquah agrees to provide basic system administration. Basic system administration consists of account management, security management, application trouble shooting, system upgrades, and capacity and systems replacement planning.

2.4 Future Equipment Replacement & Upgrades. Issaquah agrees to establish an equipment replacement and upgrade fund to accommodate planned equipment replacement and upgrades of the Spillman computer equipment and data storage. The cost of such equipment shall include future equipment and maintenance costs.

3. Obligations of Redmond.

3.1 Local Information Technology Services. Redmond, through its Police Department, agrees to provide local information technology services to support Spillman hardware and software systems and perform routine maintenance at either Redmond or Issaquah based on availability of staff and operational need. Issaquah ^{Redmond} agrees to make every effort to maintain adequate local staff to handle the technology service needs.

3.2 Spillman Software & Related Hardware. Redmond agrees to provide material support for a local hosted Spillman server and software for Redmond, and the respective back-up server located in Issaquah. This includes any related IBM AIX machines. The servers shall be maintained in a functional, usable state, requiring up to and including replacement as necessary.

3.3 System Hardware & Software Service. Redmond agrees to provide basic system administration. Basic system administration consists of account management, security management, application trouble shooting, system upgrades, and capacity and systems replacement planning.

3.4 Future Equipment Replacement & Upgrades. Redmond agrees to establish an equipment replacement and upgrade fund to accommodate planned equipment replacement and upgrades of the Spillman computer equipment and data storage. The cost of such equipment shall include future equipment and maintenance costs.

4. General Provisions

4.1 Billing. This agreement does not involve any cross billing of the partners (Issaquah and Redmond).

4.2 Operating System: While each agency is responsible to maintain common hardware on-site, each agency will be responsible for software down to the operating system level in their assigned partition, regardless of the location of the data or operating system.

4.3 Data Ownership and Responsibility. Each agency owns their respective data. All shared data may be disclosed by each agency per State and Federal law. Each agency agrees that all public records requests will be processed by the appropriate agency for proper dissemination per State and Federal law.

4.4 Partition Entitlements: Each agency is entitled to one virtual server (IBM AIX licensed software partition) on each other's hardware. More than one virtual server will be allowed by mutual agreement, a minimum of 1/3 resources will be allocated on the host agencies server.

4.5 Health Check Services & On Call Support: Issaquah and Redmond will be responsible for their respective health check services in order to maintain a level of redundancy. Each agency will maintain their own account with an acceptable service provider for on call support solutions.

4.5 Communication & Coordination: Partners (Issaquah & Redmond) shall communicate and coordinate hardware and software upgrades, ensuring that any changes don't interrupt functionality or disrupt service without the consent of the other partner. Future upgrades to platforms or systems shall be mutually agreed upon.

4.6 CJIS Requirements: Each partner will comply with CJIS requirements pertaining to the physical location, access control, and data transmission for Spillman Server & Hardware.

4.7 Access Control: Each partner will maintain CJIS compliant access coordination for technology staff for both Redmond & Issaquah, allowing staff from either location to access equipment at either location.

4.8 Service Outages: Planned down time will be coordinated between partners in order to minimize operational impacts. Any unplanned outages will include a notification as soon as reasonable to the partner agency.

4.9 Operating Environment: Each partner will provide adequate physical operating environment and power including back-up power to primary and back-up servers.

4.10 Network Availability: Each partner will provide their own network connectivity from their primary site to their partition at the other site. Each partner will provide space, power, and an appropriate operating environment at their primary site to accommodate networking equipment such as switches or security devices for the other partner.

4.11 Redmond Ordinances, Rules, and Regulations. In executing this Agreement, Issaquah does not assume liability or responsibility for or in any way release Redmond from any liability or responsibility which arises in whole or in part from the existence or effect of Redmond ordinances, rules, or regulations, policies or procedures. If any cause, claim, suit, action, or administrative proceeding is commenced in which the enforceability and/or validity of any Redmond ordinance, rule, or regulation is at issue, Redmond shall defend the same at its sole expense and if judgment is entered or damages are awarded against Redmond, Issaquah, or both, Redmond shall satisfy the same, including all chargeable costs and attorneys' fees.

4.12 Issaquah Ordinances, Rules, and Regulations. In executing this Agreement, Redmond does not assume liability or responsibility for or in any way release Issaquah from any liability or responsibility which arises in whole or in part from the existence or effect of Issaquah ordinances, rules, or regulations, policies or procedures. If any cause, claim, suit, action, or administrative proceeding is commenced in which the enforceability and/or validity of any Issaquah ordinance, rule, or regulation is at issue, Issaquah shall defend the same at its sole expense and if judgment is entered or damages are awarded against Issaquah, Redmond, or both, Issaquah shall satisfy the same, including all chargeable costs and attorneys' fees.

4.13 Limited Re-Opener: Issaquah or Redmond may request during the calendar year of 2014, or any year thereafter, that the parties meet to negotiate a change in the agreement of the contract provided that the parties agree to meet and negotiate in good faith on the issue. However, if no agreement is reached, the terms of this Agreement will continue to apply.

5. Indemnity. The parties shall each indemnify the other as follows:

5.1 Issaquah Indemnity. Issaquah shall protect, indemnify, and save harmless Redmond, its officers, elected officials, agents, volunteers, and employees from any and all costs, claims, judgments, or awards of damages (including costs and all attorney fees), arising out of or in any way resulting from the negligent acts, errors, or

omissions of Issaquah, its officers, employees, and agents in performing this Agreement.

5.2 Redmond Indemnity. Redmond shall protect, indemnify, and save harmless Redmond, its officers, elected officials, agents, volunteers, and employees from any and all costs, claims, judgments, or awards of damages (including costs and all attorney fees), arising out of or in any way resulting from the negligent acts, errors, or omissions of Issaquah, its officers, employees, and agents in performing this Agreement.

5.3 Survival of Indemnities. The provisions of this Paragraph shall survive the expiration or termination of this Agreement. No obligation shall exist to indemnify for injuries caused by or resulting from events occurring after the last day of this Agreement.

6. Actions Contesting Agreement. Each party shall appear and defend any action or legal proceeding brought to determine or contest: (i) the validity of this Agreement and/or (ii) the legal authority of Redmond, and/or Issaquah to undertake the activities contemplated by this Agreement. If all parties to this Agreement are not named as parties to the action, the party named shall give the other party prompt notice of the action and such party shall move to intervene. Each party shall bear any costs and expenses taxed by the court against it separately, provided any costs and expenses assessed by a court against both parties jointly shall be shared equally.

7. Financing. There shall be no financing of any joint or cooperative undertaking pursuant to this Agreement. There shall be no budget maintained for any joint or cooperative undertaking pursuant to this Agreement. (see sections 2 & 3)

8. Property. This Agreement does not provide for the acquisition, holding, or disposal of real or personal property, except as provided in Paragraphs 2 & 3. (see sections 2 & 3)

9. Joint Administrative Board. No separate legal or administrative entity is created by this Agreement. To the extent necessary, this Agreement shall be administered by the City Administrator for Redmond or his/her designee, and the City Administrator for Issaquah or his/her designee as a Joint Administrative Board.

10. Dispute Resolution. It is the parties' intent to resolve any disputes relating to the interpretation or application of this Agreement informally through discussions at staff level. In the event disputes cannot be resolved informally at the staff level, resolution shall be sought by the City Administrators of each city and if unsuccessful, then the parties agree to submit the dispute to non-binding mediation/dispute resolution. If a dispute arises from or relates to this Agreement or the breach thereof and if the 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 under the American Arbitration Association's Rules before resorting to arbitration. The mediator may be selected by agreement of the parties or through the

American Arbitration Association. Following mediation, any unresolved controversy or claim arising from or relating to this Agreement or breach thereof shall be settled through binding arbitration which shall be conducted under the American Arbitration Association's Arbitration Rules. The arbitrator may be selected by agreement of the parties or through the American Arbitration Association. All fees and expenses for mediation or arbitration shall be borne by the parties equally. However, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence.

11. Independent Contractor. Each party to this Agreement is an independent contractor with respect to the subject matter herein. Nothing in this Agreement shall make any employee of Redmond an Issaquah employee for any purpose, including, but not limited to, for withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded Issaquah employees by virtue of their employment. Nothing in this Agreement shall make any employee of Issaquah a Redmond employee for any purpose, including but not limited to for withholding taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded Issaquah or Redmond employees by virtue of their employment. At all times pertinent hereto, employees of Issaquah are acting as Issaquah employees and employees of Redmond are acting as Redmond employees.

12. Partial Invalidity. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Any provision of this Agreement which shall prove to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provisions hereof, and such other provisions shall remain in full force and effect.

13. Assignability. The rights, duties, and obligations of either party to this Agreement shall not be assignable.

14. Entire Agreement. This Agreement contains the entire understanding between the parties and supersedes any prior understandings and agreements between them regarding the subject matter hereof. There are no other representations, agreements, or understandings, oral or written, between the parties hereto relating to the subject matter of this Agreement. No amendment of, or supplement to, this Agreement shall be valid or effective unless made in writing and executed by the parties hereto.

15. Duration. The term of this agreement shall commence on the date first shown above. This Agreement shall be of indefinite duration. Provided, however, either party may elect to terminate this Agreement, as highlighted in section 16.

16. Termination of Agreement. Either party may give notice of termination for cause based on the breach of any material provision of this Agreement by the other party, provided the Agreement shall remain in full force and effect until the conclusion of

Dispute Resolution pursuant to Paragraph 10. Either party may give notice of termination for convenience upon (1) one year's notice to the other party, without having to engage in dispute resolution. In the event of early termination of this Agreement, the parties will work cooperatively to ensure the orderly transition of data & hardware.

17. Recording. Consistent with RCW 39.34.040, this Agreement shall be filed for recording with the King County Department of Records upon full execution or posted on Issaquah's and Redmond's respective websites listed by subject matter.

18. Notices. Any notice or other communication given hereunder shall be deemed sufficient, if in writing and delivered personally to the addressee, or sent by certified or registered mail, return receipt requested, addressed as follows, or to such other address as may be designated by the addressee by written notice to the other party:

Issaquah:

Scott Behrbaum, Chief of Police
City of Issaquah
P.O. Box 1307
Issaquah, WA 98027

Redmond:

Ron Gibson, Chief of Police
City of Redmond
P.O. Box 97010
Redmond, WA 98073-9710

19. Insurance. Each party will be responsible for maintaining its own insurance.

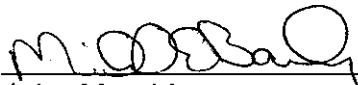
20. General Provisions. This Agreement contains all of the agreements of the parties with respect to any matter covered or mentioned in this Agreement. No provision of the Agreement may be amended or modified except by written agreement signed by the parties. Any provision of this Agreement which is declared invalid or illegal shall in no way effect or invalidate any other provision. Failure of a party to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor.

DONE this 6th day of January, 2015

CITY OF ISSAQUAH

CITY OF REDMOND

Fred Butler
Mayor, City of Issaquah
Dated: _____



John Marchione
Mayor, City of Redmond
Dated: 1/6/15

ATTEST/AUTHENTICATED:

By: *Mitchell M. Hart*
City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney, Issaquah
Dated: _____

[Signature]
City Attorney, Redmond
Dated: *1/6/15*

Dispute Resolution pursuant to Paragraph 10. Either party may give notice of termination for convenience upon (1) one year's notice to the other party, without having to engage in dispute resolution. In the event of early termination of this Agreement, the parties will work cooperatively to ensure the orderly transition of data & hardware.

17. Recording. Consistent with RCW 39.34.040, this Agreement shall be filed for recording with the King County Department of Records upon full execution or posted on Issaquah's, Snoqualmie's, and North Bend's respective websites listed by subject matter.

18. Notices. Any notice or other communication given hereunder shall be deemed sufficient, if in writing and delivered personally to the addressee, or sent by certified or registered mail, return receipt requested, addressed as follows, or to such other address as may be designated by the addressee by written notice to the other party:

Issaquah:

Scott Behrbaum, Chief of Police
City of Issaquah
P.O. Box 1307
Issaquah, WA 98027

Redmond:

Ron Gibson, Chief of Police
City of Redmond
P.O. Box 97010
Redmond, WA 98073-9710

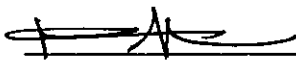
19. Insurance. Each party will be responsible for maintaining its own insurance.

20. General Provisions. This Agreement contains all of the agreements of the parties with respect to any matter covered or mentioned in this Agreement. No provision of the Agreement may be amended or modified except by written agreement signed by the parties. Any provision of this Agreement which is declared invalid or illegal shall in no way effect or invalidate any other provision. Failure of a party to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor.

DONE this 23rd day of December, 2014.

CITY OF ISSAQUAH

CITY OF REDMOND



Fred Butler
Mayor, City of Issaquah
Dated: 12/23/14

John Marchione
Mayor, City of Redmond
Dated: _____

ATTEST/AUTHENTICATED:

By: 
Acting City Clerk

APPROVED AS TO FORM:

By: Wayne Janahafin
City Attorney, Issaquah
Dated: 12/23/14

City Attorney, Redmond
Dated: _____