

INTERLOCAL AGREEMENT  
BETWEEN  
THE CITY OF PORT ANGELES AND CLALLAM COUNTY  
REGARDING  
SHARING OF INFORMATION SERVICES

THIS AGREEMENT is entered into and executed this 24<sup>th</sup> day of January 2012 pursuant to Chapter 39.34 RCW by and between Clallam County, a political subdivision of the State of Washington, (hereafter "County") and the City of Port Angeles, a non-charter code city of the State of Washington, (hereafter "City").

In consideration of mutual benefits to be derived herefrom and covenants made herein, the City and County agree:

Section 1 -Purpose. The purpose of this Agreement is to set forth the terms and conditions between the City and the County for sharing of information technology services between the Parties. By entering into this Agreement, the Parties can more effectively and efficiently share information and expertise, improve the quality and compatibility of the information, and better serve both Parties. The City and County will save resources by not duplicating efforts and by sharing information and expertise.

Section 2 -Shared Information. Subject to the conditions of this Agreement, the Parties shall share knowledge, expertise, and services related to the following:

- Phone Systems and associated hardware/software
- Network Infrastructure and Telecommunications
- Camera Systems
- Web Filtering
- Hardware Platforms (Desktops/Servers)
- Microsoft Products
- Database Platforms and Products
- Desktop Virtualization
- Server Virtualization
- Hosted Email/Archiving
- Redundant Datacenters and Disaster Planning
- Emergency Operations Centers Interconnectivity and Resources
- Records Management/Document Management and File Indexing
- Fiber Optics and Redundant Data Paths
- Wireless Mesh Telecommunications
- Expansion to include new technologies, common platforms and general IT services, including but not limited to:
  - Technology knowledgebase
  - Training
  - Hosting
  - Troubleshooting/Problem solving
  - Pre/Post testing and capabilities

Collectively, the above services may be referred to as the "cooperative undertaking."

### Section 3 -Scheduling/Accountability

Services provided pursuant to this Agreement shall be classified as either non-intrusive, scheduled, or emergency.

All services will be classified non-intrusive if they are found to be not labor intensive, inquiry only, and do not require written response. All Non-intrusive tasking will not be charged if less than one hour at any one time is utilized. If any tasking is found to require more than 60 minutes and/or outside the scope of non-intrusive services, it will be classified as either a schedule or emergency service and accounted for accordingly.

All services classified as scheduled will be agreed to between the department head of both parties. They shall agree on the scope of the project, personnel to be involved, schedule and projected project time. This will be done via a form to be established for this purpose, and signed off on by both the parties prior to start. All time will be accounted for in 1 hour increments falling into either straight (reg. duty hours), overtime (after reg. duty hours/weekends) or emergency.

All emergency services will be agreed upon by the department head of both parties on a case by case basis with an email authorization for emergency assistance. Completion of the established form with signatures, project scope, personnel, and project time will be done upon the next business day. All time will be accounted for in 1-hour increments and be assigned as emergency.

A completed copy of each project form will be supplied to each party upon completion with signatures of requester authorizing the completion of the project and the accounting of hours for the particular project.

Both parties will keep a running accounting of hours utilized by both parties based on three criteria: straight, overtime, or emergency. This will allow for a working hours credit/debit balance.

Quarterly, both parties will audit their project accounting and compare findings. At calendar end, both parties will meet, and settle the balance.

- Straight 1 hour = 1 hour            base rate
- Overtime 1 hour = 1.5 hours       base rate
- Emergency 1 hour = 2 hours       base rate

A base rate of \$50 per 1 hour will be utilized.

### Section 4 -Materials, Supplies and Purchasing

Any technology materials, if declared surplus by one Party, may be used by the other Party if such use is in furtherance of the scope of this inter-local Agreement. Any such declaration by the County will need to occur in compliance with applicable provisions of County Administrative Policy.

Any materials that are not deemed surplus, not needed currently for production but needed in a temporary basis between parties may be borrowed. All borrowed materials and equipment will be tracked in writing with part numbers, serial numbers and approximate value. All borrowed materials shall be returned to the rightful owner within 30 days from the date of expiration or termination of this Agreement.

Any purchasing for general support and operations will be done by each Party for its own production capabilities regardless of the final physical location of the materials. This will allow for continued ownership and auditing capabilities.

When fiscally responsible and appropriate, sharing of purchasing contracts, maintenance or support contracts and volume purchasing when allowed will be utilized on a case by case basis.

Section 5 -Insurance and Waiver of Claims. Each party is a member of a self insurance pool. Each party will rely on its own self insurance pool for indemnification of any loss, injury or damage that might arise or result from the services provided pursuant to this Agreement. Each party waives any claim or cause of action it may accrue against the other arising from or as a result of the services provided pursuant to this Agreement.

Section 6 -Representation. No separate legal entity is created by this Agreement. The sharing provided for by this Agreement shall be administered by a joint board consisting of one representative of the City and one representative of the County. The representative of the County is shall be Deborah Earley at 360.417.2345 and the City's representative shall be James Harper at 360.417.4513.

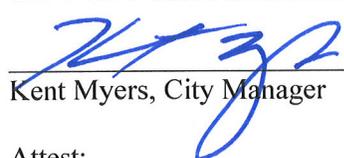
Section 7 -Term of Agreement. The term of this Agreement shall commence immediately when signed by both parties, and it shall continue for five years, or until terminated by notice. Either party may terminate this Agreement by giving written notice at least 30-days prior to the effective date of termination.

Section 8 -Miscellaneous Provisions.

- A. Amendment. This Agreement may be amended only in writing and only by agreement of all Parties except as set forth in this section.
- B. Assignment. The parties may not assign or subcontract any of their rights or duties under this Agreement except as otherwise provided herein.
- C. Counterparts. This Agreement may be executed in two or more counterparts, and each such counterpart shall be deemed to be an original instrument. All such counterparts together will constitute one and the same Agreement.
- D. Disputes. Any action to enforce this Agreement will be brought in Clallam County, Washington.
- E. Listing. Pursuant to RCW 39.34.040, this Agreement shall be listed on the County and City's websites.

IN WITNESS HEREOF, this Agreement is executed this seventeenth day of January 2012 by Clallam County and by the City of Port Angeles, Washington.

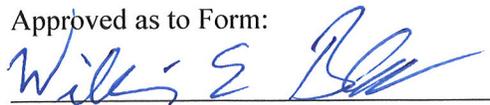
CITY OF PORT ANGELES

  
\_\_\_\_\_  
Kent Myers, City Manager

Attest:

  
\_\_\_\_\_  
Janessa Hurd, City Clerk

Approved as to Form:

  
\_\_\_\_\_  
William E. Bloor, City Attorney

CLALLAM COUNTY BOARD OF COMMISSIONERS

  
\_\_\_\_\_  
Howard V. Doherty Jr., Chair

Attest:

  
\_\_\_\_\_  
Trish Holden, CMC, Clerk of the Board

Approved as to Form:

  
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Mark Nichols, Chief Deputy Prosecuting Attorney