

**INTERLOCAL SERVICES AGREEMENT
BETWEEN THE CITY OF DUVALL
AND THE CITY OF MARYSVILLE
CONCERNING PROVISION OF TELEMETRY AND SCADA SERVICES**

THIS INTERLOCAL AGREEMENT BETWEEN THE CITY OF DUVALL AND THE CITY OF MARYSVILLE CONCERNING PROVISION OF TELEMETRY AND SCADA SERVICES (this "Agreement") is made and entered into as of this 24th day of October, 2011, by and between The City of Marysville, a Washington municipal corporation (Marysville), and the City of Duvall, a Washington municipal corporation (Duvall).

Recitals

WHEREAS, this Agreement is made pursuant to the authority granted by Chapter 39.34 RCW, the Interlocal Cooperation Act; and

WHEREAS, Duvall requires supplemental Telemetry and SCADA (supervisory control and data acquisition) services; and

WHEREAS, Marysville has employed Telemetry and SCADA professionals; and

WHEREAS, Duvall and Marysville have similar Telemetry and SCADA systems which use similar skill sets to plan, manage, program, control, and use;

NOW, THEREFORE, in consideration of the respective agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Marysville and Duvall agree as follows

1. Scope of Telemetry and SCADA Services:

a. Marysville will provide Telemetry and SCADA goods and services to Duvall according to Supplemental Work Orders ("SWO"). Each SWO will include a description of the specific services to be provided, the term, and the costs of such service from quotation or from the published rate or fee schedule, and any other terms or conditions applicable to that service. The scope of Telemetry and SCADA Goods and Services to be provided under this Agreement are limited to the following:

- i. Assisting in the planning, management, control, and use of Telemetry and networking services for the implementation of water and waste water SCADA systems.
- ii. Assisting in the planning, programming, management, control, and use of water and waste water PLCs (programmable logic controllers) and SCADA systems.
- iii. Other functions as may be mutually agreeable.

2. Treatment of Assets: PLC and Computer application programs and other software systems furnished to Duvall by Marysville are furnished on an "as is" basis with no representations or

warranties regarding use or results including any warranties of merchantability or fitness for a particular purpose, unless indicated in an SWO for service.

Title to all property furnished by Marysville shall remain in Marysville. Title to all property purchased by Duvall for which Duvall is not reimbursed by Marysville shall remain in Duvall. Title to all property purchased by Duvall for which Duvall is reimbursed by Marysville and is used as component of services provided under this Agreement shall pass to and vest in Marysville upon completion, termination, or cancellation of the relevant SWO or this Agreement.

Any property of Marysville furnished to Duvall shall, unless otherwise provided in this Agreement, or approved by Marysville, be used only for the performance of this Agreement or SWO. Duvall shall be responsible for any loss or damage to Marysville property that Marysville furnishes to Duvall.

If any Marysville property is lost, destroyed, or damaged, Duvall shall immediately notify Marysville and shall take all reasonable steps to protect the property from further damage.

3. **Surrender of Property:** Duvall shall surrender to Marysville all property of Marysville upon completion, termination, or cancellation of this Agreement. Conversely, Marysville shall surrender to Duvall all property of Duvall upon completion, termination, or cancellation of this Agreement.
4. **Time of Performance:** This Agreement shall become effective upon signature by both parties and recording of the same with the Marysville City Clerk and the Duvall City Clerk and shall remain in force for a period up to five (5) years, unless terminated earlier by either party upon sixty (60) days written notice.

This Agreement may be extended by mutual written agreement of Marysville Mayor, or his/her designee, and an authorized agent for Duvall.

5. **Compensation:** Duvall may request an estimate or quotation of cost for proposed Telemetry and SCADA goods or services from Marysville. Specific agreements addressing costs, terms, schedules, and other factors will be described in an associated SWO developed from initial estimates or quotations.

Duvall will pay Marysville for services provided hereunder and as set out in each SWO.

SWO rate and fee schedules are subject to change at the discretion of Marysville. Rate and fee schedule changes shall be effective sixty (60) days after written notice of change is provided to Duvall, postage paid in the US mail.

Marysville will submit an invoice, or advice of charge, to Duvall monthly, or as defined in a SWO, detailing charges for services rendered during the preceding month. Payment is due in full upon receipt of the invoice by Duvall and becomes delinquent thirty (30) days thereafter.

A late payment fee may be applied to any remaining balance sixty (60) days after invoice. Late payment charges, if any, will be imposed on the unpaid balance at a rate of one percent (1.0 %) per month. Invoices related to SWOs with balances more than ninety (90) days past due may be terminated and services discontinued. Amounts disputed by Duvall under the Paragraph 7 of this Agreement are not subject to late payment charges.

6. **Obligations of Duvall are as follows:** As to all new Duvall acquisitions of any Telemetry and SCADA equipment, software or systems to be serviced by Marysville under this agreement, Duvall shall undertake such acquisitions in accordance with guidelines, standards or procedures established by Duvall and supportable by Marysville Staff.

Payment to Marysville of all submitted invoices or advices of charge pursuant to the preceding section.

7. **Mutual Covenants:** Duvall will promptly notify Marysville in writing of issues regarding invoices, or of services which Duvall believes do not conform with the agreed upon terms of this Agreement and/or SWO, within thirty (30) days of discovery that services are not adequate or invoice is not accurate, whichever occurs later. Failure to give written notice within thirty (30) days of discovery that services are not adequate or an invoice is not accurate constitutes waiver of any objection to services or invoices.

The parties shall attempt to resolve any issues arising under this Agreement and/or any applicable SWO through negotiation and consultations. If that fails, the parties will seek to resolve disputes through the aid of a mutually selected, independent third party. All costs associated with the use of a third party mediator will be shared equally between Duvall and Marysville.

This Agreement may only be modified by a written amendment effective upon execution by both Duvall and Marysville. An SWO may only be modified by written agreement of the parties.

8. **Marysville Review/Approval:** Upon submittal of any request to execute a SWO or to perform optional services under any executed SWO, Marysville may, following review by Marysville, agree to perform such work or reject it, or request such modification or additions as it deems appropriate.

9. **Indemnification and Hold Harmless:** Subject to the liability limitations stated in Paragraph 10 of this Agreement, Duvall shall hold harmless, indemnify, and defend, at its own expense, Marysville, its elected and appointed officials, officers, employees and agents, from any loss or claim for damages of any nature whatsoever, arising out of Duvall's performance of this agreement, including claims by Duvall's employees or third parties, except for those losses or claims for damages solely caused by the negligence or willful misconduct of Marysville, its elected and appointed officials, officers, employees or agents.

Subject to the liability limitations stated in Paragraph 10 of this Agreement, Marysville shall hold harmless, indemnify, and defend, at its own expense Duvall, its elected and appointed officials, officers, employees and agents, from any loss or claim for damages of any nature whatsoever, arising out of Marysville's performance of this Agreement, including claims by Marysville employees or third parties, except for those losses or claims for damages solely caused by the negligence or willful misconduct of Duvall, its elected and appointed officials, officers, employees or agents.

Subject to the liability limitations stated in Paragraph 10 of this Agreement, in the event of liability for damages of any nature whatsoever arising out of the performance of this Agreement by Duvall and Marysville, including claims by Duvall's and Marysville's own officers, officials, employees,

agents, volunteers, or third parties, caused by or resulting from the concurrent negligence of Duvall and Marysville, their officers, officials, employees, agents and volunteers, each party's liability hereunder shall only be to the extent of that party's own negligence.

10. **Limitation of Liability:** In no event will Marysville or Duvall be liable for any special, consequential, indirect, punitive or incidental damages, including but not limited to loss of data, loss of revenue, or loss of profits, arising out of or in connection with the performance of Marysville or Duvall under this Agreement or any SWO hereunder, even if Marysville or Duvall has been advised of the possibility of such damages.
11. **Compliance with Laws:** Marysville and Duvall shall comply with all applicable federal, state and local laws, rules, and regulations in performing this contract.
12. **Non-assignment:** Marysville and Duvall shall not assign any of the rights, duties, or obligations covered by this Agreement without the prior express written request and consent of each party.
13. **Conflicts between Attachments and Text:** Should any conflicts exist between any attached exhibit or SWO and the text of this Agreement, the text of this Agreement shall prevail.
14. **Interlocal Cooperation Act (Chapter 39.34 RCW):** The parties agree that no separate legal or administrative entities are necessary to carry out this Agreement. The parties agree that it is not necessary to appoint an administrator or joint board to oversee the implementation of this Agreement. However, should a court of a competent jurisdiction deem such an administrator or joint board necessary for purposes of the Interlocal Cooperation Act, Ch.39.34 RCW, an administrator or joint board will be established by mutual agreement of the parties. Except as expressly provided to the contrary in this Agreement, any real or personal property used or acquired by either party in connection with the performance of this Agreement will remain the sole property of such party, and the other party shall have no interest therein.
15. **Governing Law and Venue:** This agreement shall be governed by the laws of the State of Washington and any lawsuit regarding this contract must be brought in the Snohomish County Superior Court, Everett, Washington.
16. **Severability:** Should any clause, phrase, sentence or paragraph of this agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.
17. **Recording:** The parties shall file this Agreement with Duvall City Clerk, Marysville City Clerk, and the Snohomish County Auditor or, alternatively, listed by subject on a public agency's web site or other electronically retrievable public source pursuant to RCW 39.34.040.
18. **Notices:** All required notices to be given under this Agreement shall be delivered to the Administrative Contacts at the addresses listed below. Notices sent by registered mail shall be deemed served when deposited in the U.S. mail.

City of Duvall
Public Works Department
14525 Main Street NE

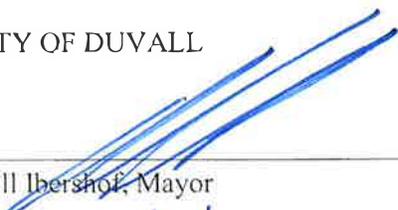
City of Marysville
Information Services Department
1049 State Avenue

Duvall, WA 98019
Attn: Boyd Benson, PE, LEG, City Engineer

Marysville, WA 98270
Attn: Worth Norton, I.S. Manager

IN WITNESS THEREOF, the Parties hereto have executed this Agreement on the 24th day of October, 2011.

CITY OF DUVALL



Will Ibershof, Mayor

Date: 11/10/11

Approved as to Form:



City Attorney

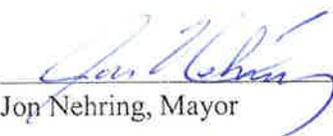
Date: 11/21/11

Attest:



City Clerk

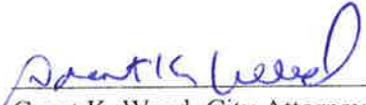
CITY OF MARYSVILLE



Jon Nehring, Mayor

Date: 10/24/11

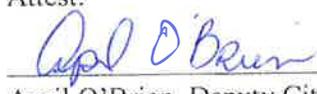
Approved as to Form:



Grant K. Weed, City Attorney

Date: 10/17/11

Attest:



April O'Brien, Deputy City Clerk

Supplemental Work Order between Duvall and Marysville Telemetry and SCADA Services Basic Support and Maintenance

This Supplemental Work Order (SWO) is executed by the City of Duvall, a municipal corporation of the State of Washington (Duvall) and the City of Marysville, a municipal corporation of the State of Washington (Marysville) pursuant to the terms and conditions of the Interlocal Services Agreement between the City of Duvall and the City of Marysville Concerning Provisioning of Telemetry and SCADA Services signed on 10/24/14 (ISA). The parties acknowledge they have read and understand the terms and conditions therein. All rights and obligations of the parties shall be subject to and governed by the terms of the ISA. This SWO sets forth the obligations of the parties with respect to Marysville's provision of services to Duvall.

1. Scope of Work

Technical support and monthly preventative maintenance services shall be performed by Marysville for Duvall's Telemetry and SCADA Systems. .

Services shall include:

- 1) SCADA System Evaluation and Upgrades
 - a. Four (4) days of 6.75 hours on-site and 1.25 hours in travel per month.
 - b. This work is to be performed at Duvall's Public Works facility and SCADA locations within the City.
 - c. This work is to be performed by Marysville's SCADA/Telemetry Administrator.
 - d. Marysville will coordinate with Duvall to ensure site visits are made at a convenient time for both Marysville and Duvall.
- 2) Monthly On-Site Preventative Maintenance
 - a. One (1) day or 6.75 hours on-site and 1.25 hours in travel per month.
 - b. This work is to be performed at Duvall's Public Works facility or SCADA locations within the City.
 - c. This work is to be performed by Marysville's SCADA/Telemetry Administrator.
 - d. Marysville will coordinate with Duvall to ensure site visits are made at a convenient time for both Marysville and Duvall.
- 3) Optional Technical Support
 - a. Up to eight (8) hours per month for unplanned events, such as hardware failures, or new alarming or reporting requirements.
 - b. Optional support is provided during the hours of 8:00 AM to 5:00 PM, Monday through Thursday.
- 4) Optional After Hours Support
 - a. For non-business hour emergencies, Marysville will make every reasonable effort to respond within twenty four (24) hours of notification of an emergency problem.
 - b. Marysville cannot guarantee the on-call status of any of Marysville's personnel and shall not be held responsible for delays caused by factors beyond Marysville's control.

2. Term and Termination

The term of this SWO is effective upon the date of execution by both parties for the period of two (2) years unless extended or terminated upon written notification to the other party. Either party may cancel

or terminate this SWO upon sixty (60) day's written notification to the other party. In the event the ISA is terminated, this SWO shall also terminate on the ISA termination date.

3. Liability

Neither party shall be liable to the other for claims, actions or damages, including direct, consequential, special or otherwise, for failure to comply with the terms and conditions of this SWO.

4. Designated Points of Contact and Escalation Points.

Marysville's designated point of contact for Duvall to request SCADA or Telemetry Support Services:

Roy Alderman, SCADA/Telemetry Administrator
1049 State Avenue
Marysville, WA 98270
Desk: (360) 363- 8172
ralderman@marysvillewa.gov

Marysville's designated point of contact for Administrative, Billing, and Support Escalation:

Worth Norton, Information Services Manager
1049 State Avenue
Marysville, WA 98270
Desk: (360) 363- 8029
wnorton@marysvillewa.gov

Duvall's designated point of contact for Marysville to send invoices, address issues, and otherwise conduct business shall be:

City of Duvall
Public Works Department
14525 Main Street NE
Duvall, WA 98019
Attention Mike Fisher (Public Works Superintendent) or Boyd E. Benson (City Engineer)

5. Acceptance of Work

Marysville will invoice Duvall for all work on a monthly basis. Payment of invoices will indicate to Marysville acceptance of work and services performed for Duvall.

6. Equipment

NO equipment is provided by this SWO.

7. Pricing and Service Fees

Hourly Labor Rates are calculated to include employee benefits and salary based on actual working hours. Rates also include employee and departmental overhead.

Standard Business Hour Labor Rates
SCADA/Telemetry Administrator \$ 77.10

Network Administrator	\$ 73.44
Engineering Technician	\$ 69.93

Afterhours Labor Rates: Due to contracts and agreements currently in place with Marysville employees, there will be a three hour minimum charge for any after hour support call. Work done in excess of three hours will be at the afterhours' hourly rate.

<i>Afterhours Labor Rates</i>	<i>Minimum</i>	<i>Hourly</i>
SCADA/Telemetry Administrator	\$ 346.95	\$ 115.65
Network Administrator	\$ 330.50	\$ 110.17

Expenses will be billed at actual cost plus 10% to cover administration and overhead. Mileage will be calculated at the current IRS rate plus 10% to cover administration and overhead. If Marysville recalls any staff while onsite at Duvall to handle an emergency situation at Marysville, Marysville will not charge Duval travel mileage for any subsequent visit to make up the time lost due to the recall.

<i>Standard Travel Measurements from Marysville to Duvall</i>	
Mileage - Roundtrip	61.4 Miles
Travel time - Roundtrip	1.25 Hours

8. Billing and Invoicing

Billing and invoicing will be in accordance with procedures outlined in the ISA. Customer will be billed monthly for services rendered. Customer will be billed in full for services rendered up to and including the date Marysville receives Duvall's cancellation or change request.

9. Modifications / Changes

This SWO may be modified at any time upon mutual written agreement of the parties. All such modifications will be made as an amendment to this SWO and will take precedence over the original SWO.

10. Assignment

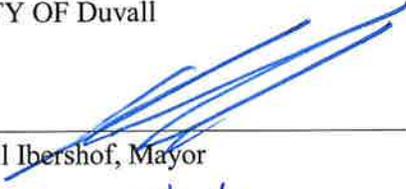
This SWO may not be assigned by either party to a third party without the prior written consent of Duvall and Marysville.

Notices: All required notices to be given under this Agreement shall be delivered to the Administrative Contacts at the addresses listed below. Notices sent by registered mail shall be deemed served when deposited in the U.S. mail.

City of Duvall
 Public Works Department
 14525 Main Street NE
 Duvall, WA 98019
 Attn: Steve Leniszewski, PE, PW Director

City of Marysville
 Information Services Department
 1049 State Avenue
 Marysville, WA 98270
 Attn: Worth Norton, I.S. Manager

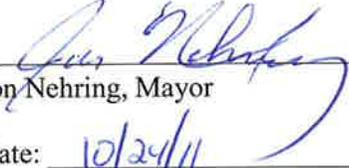
CITY OF Duvall



Will Ibershof, Mayor

Date: 11/10/11

CITY OF Marysville



Jon Nehring, Mayor

Date: 10/24/11