

**Interlocal Agreement Between the  
City of North Bend and City of Snoqualmie  
Relating to Requests for Proposal for Financial Software**

This AGREEMENT between the City of North Bend, a municipal corporation (“North Bend”), and the City of Snoqualmie, a municipal corporation (“Snoqualmie”), is dated this 1st day of May 2007.

**WHEREAS**, North Bend and Snoqualmie are authorized to make public requests for proposals for financial software & services within their respective political boundaries; and

**WHEREAS**, the Interlocal Cooperation Act, RCW 39.34 authorized municipalities to contract with each other for the provision of local government services; and

**WHEREAS**, North Bend and Snoqualmie acknowledge the mutual benefit and efficiency of coordinating and working towards certain joint and shared purchasing functions;

**NOW, THEREFORE** the parties agree:

1. Snoqualmie will allow North Bend to “piggyback” and otherwise utilize as its own Snoqualmie’s Request for Proposal process for financial software selection and purchase.
2. Snoqualmie has posted on its website its request for proposal and selected contract for financial software.
3. Each city shall designate its finance director to coordinate performance of this agreement. The designated employees shall meet as necessary to accomplish such coordination.
4. Each city shall defend and indemnify the other city, its officers, agents, and employees from any and all judgments, claims, actions, suits, liability, loss, costs, expenses, including reasonable attorney’s fees, and damages of any nature, arising out of its negligent action in the performance of this agreement.
5. Either city may terminate this agreement upon thirty (30) days written notice to the other city, otherwise this agreement shall be in effect until December 31, 2008, and shall renew annually thereafter.
6. Each city shall evaluate on its own (and based on its own needs) proposals received in response to Snoqualmie’s request for proposals and shall, if, in its sole judgment, it deems a proposal acceptable, enter into its own contract with the vendor(s).
7. Each city shall pay its own expenses related to the proposal and selection process.
8. Any notice required by this agreement shall be sent to:

City of North Bend  
Attn: Elena Montgomery  
PO Box 896  
North Bend, WA 98045

City of Snoqualmie  
Attn: Harry Oestreich  
PO Box 987  
Snoqualmie, WA 98065

9. This document completely integrates the understandings of the parties with regard to its subject matter, and they have no other agreements or understanding with regard hereto. Any modification of this agreement must be in writing and signed by the parties.

10. The City Clerk is requested to send an executed copy of this interlocal agreement for filing with King County, and to post a copy on the official City website.

CITY OF NORTH BEND

CITY OF SNOQUALMIE

\_\_\_\_\_  
Kenneth G. Hearing, Mayor

\_\_\_\_\_  
Matthew R. Larson/CML, Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

ATTEST:

ATTEST:

\_\_\_\_\_  
Cheryl A. Proffitt, City Clerk

\_\_\_\_\_  
Jodi Warren, CMC, City Clerk

Approved as to form:

Approved as to form:

\_\_\_\_\_  
Michael R. Kenyon, City Attorney

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Patrick B. Anderson, City Attorney

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date