

RESOLUTION NO. 07-462

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN THE STATE OF WASHINGTON, OFFICE OF THE SECRETARY OF STATE, ARCHIVES & RECORDS MANAGEMENT DIVISION AND THE CITY OF BLACK DIAMOND FOR DOCUMENT PREPARATION AND IMAGING SERVICES

WHEREAS, it is the City's desire to have certain historical and vital documents of the City scanned and microfilmed for preservation; and

WHEREAS, the City of Black Diamond applied and was awarded a Local Records Grant for 2007-2009; and

WHEREAS, this Interlocal Agreement establishes the understanding for providing document preparation, scanning and microfilming services to the City; now therefore,

THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. The Mayor is hereby authorized to execute the Interlocal Agreement between the State of Washington Office of the Secretary of State, Archives & Records Management Division and the City of Black Diamond, substantially in the form attached as Exhibit A.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 4TH DAY OF OCTOBER 2007.

CITY OF BLACK DIAMOND:


Howard Botts, Mayor

Attest:


Brenda L. Streepy, City Clerk

INTERLOCAL AGREEMENT
For
DOCUMENT PREPARATION AND IMAGING SERVICES

THIS AGREEMENT is made and entered into by and between the City of Black Diamond (hereinafter "CUSTOMER") and the STATE of WASHINGTON, OFFICE OF THE SECRETARY OF STATE, ARCHIVES & RECORDS MANAGEMENT DIVISION (hereinafter "ARCHIVES").

This Interlocal Agreement establishes the understanding for providing document preparation, scanning, and microfilming services. Specific work to be performed shall be described in a separately approved Statement of Work.

I. SCOPE OF SERVICES

1. ARCHIVES shall provide document preparation, scanning, and microfilming services to the CUSTOMER upon receipt of a detailed SOW describing the services requested and the documents to be prepared and scanned or microfilmed. The SOW shall thereby be made an integral part of this Agreement. Within ninety (90) days after delivery to the CUSTOMER of the finished product, pursuant to the SOW, ARCHIVES shall return the documents to the CUSTOMER. Upon a written request from the CUSTOMER, ARCHIVES will transfer the documents to an ARCHIVES'S regional branch facility.
2. ARCHIVES shall meet or exceed the quality control, processing, document preparation, and imaging specifications and standards for the creation of archival public record documents established by Washington State law. It is the responsibility of the CUSTOMER to verify the quality and accuracy of the service performed and to notify ARCHIVES of any discrepancies within thirty (30) calendar days after receiving the finished work product for each Statement of Work. Promptly after receiving such notice of any discrepancies from the CUSTOMER, ARCHIVES will replace deficient work product with product that meets specifications and standards at no charge to the CUSTOMER. Any defects or errors communicated by the CUSTOMER to ARCHIVES after thirty (30) calendar days from the invoice date will incur additional costs.
3. Although each Statement of Work will include an estimated completion date as agreed upon by the parties, **ARCHIVES shall not be liable for delays in providing services to the CUSTOMER under this Agreement.**
4. Nothing in this Agreement shall constitute a guarantee by the CUSTOMER to provide a minimum amount of work or a promise to supply work to ARCHIVES.
5. All records must be delivered in boxes capable of holding their contents with the lid closed. This includes rolled or flat drawings. Boxes that are damaged, without lids, or weighing over 40lbs **will not be accepted**. Boxes may be weighed before transporting. ARCHIVES have archival quality boxes with attached lids for purchase. Imaging Services have staff available to box CUSTOMER documents on site for an hourly fee equal to the current ARCHIVES miscellaneous labor rate.
6. Washington State Microfilming Standards require certain information to be present on all microfilm. ARCHIVES will add pages to ensure compliance with the standards. CUSTOMER will be charged at a per page rate and project preparation rate.

7. CUSTOMER instructions that result in a suspension of work in progress will be charged the current ARCHIVES miscellaneous labor rate per each hour of downtime for shut down and restart. Once the project work begins, all questions submitted to the CUSTOMER must be answered expeditiously and no later than one (1) business day to avoid work stoppage.

II. TERMS AND TERMINATION

1. This Agreement shall take effect upon the signing of the last required signature. CUSTOMER agrees to comply with the RCW 39.34.040, if required. This Agreement shall remain in effect until May 31, 2009.
2. The CUSTOMER may extend this Agreement for up to two (2) additional two-year terms by providing a written notice to ARCHIVES any time before the termination date.
3. Either party may terminate this Agreement upon a thirty (30) calendar day written notice to the other party. In the event of termination of this Agreement, the terminating party shall be liable only for the performance rendered prior to the effective date of termination. The CUSTOMER shall pay ARCHIVES within thirty (30) calendar days of receipt of billing for services rendered.

III. COMPENSATION

1. The CUSTOMER will pay ARCHIVES for the services provided under this Agreement at the rates in effect at the time a request for work is received from the CUSTOMER and ARCHIVES creates a Statement of Work, which is approved by the CUSTOMER. ARCHIVES shall maintain the right to increase or decrease the cost of rendering service(s) under this Agreement throughout its lifetime upon a thirty (30) calendar day advance notice to the CUSTOMER, and the CUSTOMER has fifteen (15) calendar days to agree or terminate the Agreement.
2. ARCHIVES will send an itemized bill to the CUSTOMER each month that includes work done in the prior month's imaging services detailing charges by Statement of Work number and services provided. ARCHIVES shall submit invoices to the same address to which notice is sent.
3. The CUSTOMER shall make payment by checks, journal voucher, or credit card of amount due within thirty (30) calendar days after receiving a properly executed invoice. The CUSTOMER shall make checks payable to the Office of the Secretary of State and send payment to the Office of the Secretary of State, Financial and Support Services, P.O. Box 40224, Olympia, WA 98504-0224. **Payment must reference the Agreement number.**
4. Total services under this Agreement shall **not exceed \$50,000.00**. This amount can be increased by amendment to this Agreement.

IV. NOTICE

1. Any notice to be given under this Agreement shall be in writing and may be sent either by registered or certified mail, facsimile transmission, email, or personal delivery.
2. Any notice from ARCHIVES sent to the CUSTOMER shall be sent or delivered to:

Brenda Streepy
City of Black Diamond
25510 Lawson St
Black Diamond, WA 98010
Telephone Number: (360) 886-2560
Fax Number: (360) 866-2592
Email Address: bstreepy@ci.blackdiamond.wa.us

3. Any notice from the CUSTOMER sent to ARCHIVES shall be sent or delivered to:

David Tuckett
Imaging and Preservation Services Manager
Office of the Secretary of State
Washington State Archives
711 Tumwater Boulevard
Tumwater, WA 98512
Telephone: (360) 586-2487
Fax Number: (360) 586-9602
Email Address: dtuckett@secstate.wa.gov

4. Notice shall become effective upon delivery in person, three business days after posting by prepaid registered or certified mail, receipt by the sender of a successful facsimile transmission report, or receipt by the sender of an email read receipt, whichever occurs first.

V. RECORDS

The parties to this Agreement shall each maintain books, records, documents, and other evidence, which sufficiently and properly reflects all direct and indirect costs expended by either party in the performance of the service(s) described herein. These records shall be subject to inspection, review, or audit by personnel of both parties, or other personnel duly authorized by either party, the Office of the State Auditor, and federal officials authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six (6) years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any these materials during this period.

VI. GENERAL TERMS AND CONDITIONS

1. This Agreement shall not be assignable by either party without written consent of the other party.
2. The ownership of the documents or other items received from the CUSTOMER shall at all times remain the property of the CUSTOMER. The imaging or other products are the property of the ARCHIVES until payment has been made for the services rendered.
3. The service or product provided by this Agreement shall be either available for pickup or shipped from the ARCHIVES' facility at 711 Tumwater Boulevard SW, Tumwater, WA 98512.
4. Except as otherwise provided in this Agreement, when a bona fide dispute arises between ARCHIVES and the CUSTOMER, and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Secretary of State or the delegate authorized in writing to act on behalf of the Secretary of State.

- A. The request for a dispute hearing must:
- be in writing;
 - state the disputed issues(s);
 - state the relative positions of the parties;
 - state the party's name, address, and contract number; and
 - be mailed to the Secretary of State or delegate and party's (respondent's) Agreement Manager.
 - The respondent shall send a written answer to the requester's statement to both the Secretary of State or delegate and the requester within fifteen (15) business days.
- B. The Secretary of State or delegate shall review the written statements and reply in writing to both parties within ten (10) business days. The Secretary of State or delegate may extend this period if necessary by notifying the parties.
- C. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in the Agreement shall be construed to limit the parties' choice of a mutually acceptable Alternate Dispute Resolution (ADR) method in addition to the dispute resolution procedure outline above.

5. This Agreement shall be construed and interpreted in accordance with the law of the State of Washington. The venue of any legal action brought hereunder shall be in the Superior Court for Thurston County.
6. To the fullest extent permitted by law, the CUSTOMER shall indemnify, defend, and hold harmless ARCHIVES and all officials, agents and employees of ARCHIVES from and against all claims for injuries or death arising out of or resulting from the performance of the Agreement. The CUSTOMER'S obligation to indemnify, defend, and hold harmless includes any claim by the CUSTOMER'S agents, employees, representatives, or any subcontractor or its employees.

The CUSTOMER expressly agrees to indemnify, defend, and hold harmless ARCHIVES for any claim arising out of or incident to the CUSTOMER'S or any subcontractor's performance or failure to perform the Agreement. The CUSTOMER'S obligation to indemnify, defend, and hold harmless ARCHIVES shall not be eliminated or reduced by any actual or alleged concurrent negligence of ARCHIVES or its officials, agents, and employees.

The CUSTOMER waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless ARCHIVES and its officials, agents and employees.

7. This Agreement may be modified only in writing by the parties executed with the same formalities required to execute this Agreement.
8. If any clause, phrase, sentence, or paragraph of this Agreement is declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.
9. If any conflicts exist between the text of this Agreement and any Statement of Work, the Agreement shall prevail.

VII. AFFIRMATION OF AGREEMENT

The parties signing below hereby affirm that they have the authority to bind the respective parties to the terms of this Agreement. No other understanding, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or to bind any of the parties. This Agreement, together with all of its attachments and subsequent Statement of Work constitutes the entire Agreement.

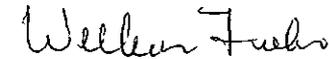
The parties have read and agree to the terms and conditions of this Agreement.

CUSTOMER

OFFICE OF THE SECRETARY OF STATE


Signature

10-5-07
Date


William Fieber
Contracts Officer

10/10/07
Date

Howard Botts
Mayor

Approved as to form.
Office of the Attorney General

**STATEMENT OF WORK NO. 1
FOR INTERLOCAL AGREEMENT 705B-891**

This Statement of Work is made and entered into by and between the CITY OF BLACK DIAMOND (hereinafter "CUSTOMER") and the STATE OF WASHINGTON, OFFICE OF THE SECRETARY OF STATE, ARCHIVES & RECORDS MANAGEMENT DIVISION (hereinafter "ARCHIVES"). This Statement of Work (SOW) and exhibit is incorporated into and hereto made an integral part of Interlocal Agreement No. 705B-891.

CUSTOMER: **City of Black Diamond**
 25510 Lawson Street
 PO Box 599
 Black Diamond, WA 98010

	<u>Customer</u>	<u>Archives</u>
Contact:	Brenda Streepy	Boyd Barber
Title:	City Clerk	Imaging Services Manager
Telephone No.:	360-886-2560	360-586-9608
Email:	bstreepy@ci.blackdiamond.wa.us	bbarber@secstate.wa.gov
		David Tuckett
		Customer Service Manager
		360-586-2487
		dtuckett@sestate.wa.gov

I. SPECIFIC SERVICE

ARCHIVES shall provide services and staff and otherwise do all things necessary for or incidental to the performance of work set forth in **Exhibit A** and fully incorporated herein by reference.

II. PRICES

Service	Unit	Unit Price
Per mile for all trips on a regular multi-stop route	Per Mile	0.30
Per box for all trips	Per Box	1.50
Scan Paper Documents (Up to 11"x17") up to 300 DPI – Grade D	Per Image	0.18
Indexing	Per File	0.35
16mm Microfilm – Single TIFF Images to Microfilm – Basic Service	Per Image	0.0175
Hard Drive, External USB	Each	200.00
All shipping or ferry prices will be charged cost + 30%		
IMAGING ESTIMATE		
Service	# of Units	Total Unit Cost
Per mile for all trips on a regular multi-stop route	112	33.60
Per box for all trips	20	30.00
Scan Paper Documents (Up to 11"x17") up to 300 DPI – Grade D	10,901	1,962.18
Indexing	1,000	350.00
16mm Microfilm – Single TIFF Images to Microfilm – Basic	10,901	190.77

Service		
Hard Drive, External USB	1	200.00
All shipping or ferry prices will be charged cost + 30%		
IMAGING ESTIMATE		
Subtotal		2,766.55
8.4 percent sales tax:		232.39
Total		2,998.94

III. CONTRACT PERIOD FOR STATEMENT OF WORK

The date of execution, which is the date of the last signature, through May 31, 2009.

IV. SERVICE DELIVERY

The above amount is an estimate for the project described in Paragraph I, *Specific Service*. If the project received is different than described in the Specific Service or is more complex than originally estimated, ARCHIVES will contact the CUSTOMER with a new cost estimate before starting work. After ARCHIVES has notified the CUSTOMER, the CUSTOMER has fifteen (15) calendar days from the date of notification of accepting the new cost estimate, whereby an amendment to this Agreement will be prepared, or discontinue the project under this Agreement.

V. GENERAL TERMS AND CONDITIONS

Should an unforeseen event cause a need for ARCHIVES to exceed the time described in SPECIFIC SERVICE, either by mutual consent a new date of completion will be established by amendment of this Agreement, or the Agreement will be terminated by mutual agreement.

VI. AFFIRMATION OF AGREEMENT

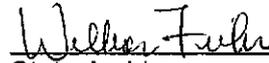
The parties signing below hereby affirm that they have the authority to bind the respective parties to the terms of this Agreement. This SOW is an integral part of Interlocal Agreement No. 705B-891 and contains all the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement and SOW, shall be deemed to exist or to bind any of the parties hereto. This Agreement and SOW, together with its exhibit, constitutes the entire Agreement.

The parties have read and agree to the terms and conditions of this Agreement.

City of Black Diamond

Office of the Secretary of State


Signature _____ Date 7-2-08


State Archives _____ Date 7/9/08

MAYOR
Title _____

Exhibit A

Exhibit A

The ARCHIVES shall:

Pickup & Delivery

- Pickup and deliver the documents from/to CUSTOMER at:
City of Black Diamond
24301 Roberts Drive
Black Diamond, WA 98010
- Large projects may be separated into individual job work orders which are sized based on completing each work order within 90 calendar days.
- Handle documents to prevent damage. Archives will not be held liable for inadvertent damage caused by the scanning process.
- Documents will not be stapled or clipped (reassembled). Oversize documents will be placed back in its original file location.
- Re-box the documents into a new Archive box if the original box is deemed insufficient to properly preserve the records. CUSTOMER will be invoiced for all new boxes required for their project.
- Return the documents to the following location within 15 calendar days of completing the imaging services:
City of Black Diamond
24301 Roberts Drive
Black Diamond, WA 98010
- Deliver hard drive with images to the following location:
Attn: Brenda Steepy
City of Black Diamond
24301 Roberts Drive
Black Diamond, WA 98010

Project Management

- Contact the first or secondary CUSTOMER contacts with any questions regarding the project.
- Provide timelines, quantities, project complexity, and cost estimates based on our original project review. Estimates may be revised based on the condition of the records at the time they arrive in our production facility. ARCHIVES staff will review the project prior to beginning work and notify the customer of any cost adjustments required for document preparation which exceed the original estimate.

Scan - Paper Documents

- Perform paper document scanning for documents up to 11" by 17".
 - Record series Minutes, Ordinances, or Resolutions and Disposition Authority Number (DAN) GS50-05A-16 or GS50-05A-13
 - This category of work consists of approximately 10,901 pages within 10 boxes.
 - This category of work is given the complexity Grade D
- Provide Imaging Services for documents up to 11" x 17" on production auto-feed scanners.
- Count each side of two-sided documents as one page.
- "Imaging Services" shall include:
 - Preparing documents for scanning by removing documents from bindings or binders, removing staples, paper clips, flattening and/or mending pages.
 - Removing all oversized (larger than 11" x 17") documents for microfilming and film scanning.
 - Placing a Flash Target where oversized documents were removed. Flash targets will be treated as a normal page for scanning and will have the following information:
 - Oversized document removed and scanned
 - Oversize document description: _____
 - File name of oversize document: _____
 - File name of first page of parent document: _____
 - Placing all oversized images into a separate folder by Record Series.

- Scanning documents in bi-tonal mode at 200 dots per inch (dpi). All clearly visible markings on all pages will be captured in the image.
- Scanning removable notes both on the page and off if text is obscured.
- Performing a visual quality control inspection of every scanned image by viewing each image and comparing it to the original document page.
- Re-scanning poor quality images as needed.
- Providing TIFF Group IV Multi-Page image files.
- Naming images as follows:
Index fields according to the format mentioned below.

Indexing

- Index fields according to the following format:
Minutes, Ordinances, & Resolutions
- | Field Name | Characters |
|-----------------------------------|--|
| Image File Name (for Minutes) | Abbreviation of City or County and
YYYYMMDD |
| Image File Name (for Ordinances) | Abbreviation of City or County and
YYYYMMDDord# |
| Image File Name (for Resolutions) | Abbreviation of City or County and
YYYYMMDDres# |
| Document Date | YYYY-MM-DD |
- Provide a comma delimited text file containing the information above for all scanned documents.
 - It is the customer's responsibility to maintain the capability to convert standard delimited text files to a preferred data format.

Archive Writer

Basic

- Perform digital image to microfilm conversion for previously scanned paper documents sized up to 11" by 17".
 - This category of work consists of approximately 10,901 images.
- Conversion services are priced at Grade Basic.
- Convert image files sequentially onto the film by the image file name.
- Create silver-halide microfilm rolls for each record series.
- Submit microfilm and transmittal documents to the ARCHIVES Security Microfilm section for preservation in the film vault.

The CUSTOMER shall:

- Provide a clear description of the pickup location and all unique aspects, such as basement, stairs, elevator, etc.
- Clearly label document containers as to their contents.
 - Container identification shall include agency and office name, name of record series, contents (examples: 1-100, AABLE-JOHNSON, 01/01/1900-12/31/1900, etc), and an indication of the container number within a sequence (i.e., 1 of 23, 2 of 23, etc).
- Documents shall be provided to ARCHIVES in standard records boxes. Care should be taken to ensure that no portions of the records are exposed to the elements during transportation.
- Review documents and remove all items CUSTOMER does not want scanned. This includes Post-It notes attached to documents or documents not requiring permanent preservation.
- Make documents available for scanning prior to 07/10/2008.
- Schedule document pickup or return date within 15 calendar days of ARCHIVES notifying CUSTOMER that documents are ready. Documents not arranged for pickup or delivery during this timeframe will be accessioned to the CUSTOMER's Regional Branch Facility.
- Review the imaged records and notify the Archives of any defects or errors within 30 calendar days of invoice date.
- Submit payment for completed work within 30 calendar days of invoice date.

- Provide first and secondary contacts for any questions during the project:
 - First contact:
Name: Brenda Streepy Phone: 360-886-2560 email: bstreepy@ci.blackdiamond.wa.us
 - Secondary contact:
Name: Rachel Pitzel Phone: 360-886-2560 email: rpitzel@ci.blackdiamond.wa.us
- Ensure project is ready for processing prior to ARCHIVES picking it up.

Pickup & Delivery

- At the time of pick up and delivery scheduling, inform ARCHIVES of any potential problems that may be encountered picking up or delivering boxes at CUSTOMER location, including lack of a loading dock, difficult building access, times the boxes or building will not be accessible, and the need for a security badge or cardkey.
- Supply directions to your building and the location of loading dock and freight elevator.
- Ensure that boxes are centrally located in a place that is accessible by ARCHIVES truck and allows efficient removal of the boxes.
- Stack the boxes five high with the labels facing out.
- Arrange the boxes in a logical order.
- Accept delivery of documents within 15 calendar days of individual job work order completion.
- When no elevator is available, records must be located on the ground floor. A \$50.00 an hour fee will apply for records that must be manually moved to the ground floor.