

RESOLUTION NO. 14-913

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON AUTHORIZING THE MAYOR TO EXECUTE ADDENDUM NO. 1 TO THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF AUBURN AND THE CITY OF BLACK DIAMOND FOR IT SERVICES

WHEREAS, on October 3, 2013 the City entered into an Interlocal Agreement with the City of Auburn to provide the police department with IT services; and

WHEREAS, during the 2014 budget process City Council eliminated the Information Services position from the budget: and

WHEREAS, it is the desire of the City Council to have the City of Auburn provide city-wide information services;

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 Addendum No. 1 to the Interlocal Agreement between the City of Auburn and the City of Black Diamond for city-wide information services, in the form substantially attached hereto as Exhibit A.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 2ND DAY OF JANUARY, 2014.

CITY OF BLACK DIAMOND:



Dave Gordon, Mayor

Attest:



Brenda L. Martinez, City Clerk

ADDENDUM NO. 1

ADDENDUM TO INTERLOCAL AGREEMENT
BETWEEN THE CITY OF BLACK DIAMOND AND THE CITY OF AUBURN
RELATING TO INFORMATION TECHNOLOGY

THIS ADDENDUM is made and entered into this 16th day of December, 2013, by and between **CITY OF BLACK DIAMOND** ("Black Diamond"), a municipal corporation of the State of Washington, and the **CITY OF AUBURN**, a municipal corporation of the State of Washington (hereinafter referred to as "Auburn"), as an addendum to the Agreement between the parties for Information Technology Services executed on September 16, 2013, ("Original Agreement") pursuant to the Interlocal Cooperation Act, Chapter 39.34 of the Revised Code of Washington (RCW).

RECITALS:

1. The parties entered into an Interlocal Agreement for Information Technology Services to be provided by Auburn to Black Diamond for Black Diamond's Police Department.
2. Black Diamond wishes to expand the information technology services provided by Auburn.

NOW THEREFORE in consideration of their mutual covenants, conditions and promises, the PARTIES HERETO HEREBY AGREE as follows:

1. Section 2 of the Original Agreement is amended to read as follows:
2. AMENDMENT REQUIRED FOR ADDITIONAL SERVICES

In the event additional IT services are required by Black Diamond or reduction in services are necessary beyond those specified in Exhibit A and the compensation listed in this Agreement, and further provided that Auburn has the time and resources to provide such additional services and is willing to provide such services, a contract amendment shall be set forth in writing and shall be executed by the respective parties prior to Auburn's performance of the additional IT services, except as may be provided to the contrary in Section 3 of this Agreement. Upon proper completion and execution of an Amendment for additional services, such Amendment shall be incorporated into this Agreement and shall have the same force and effect as if the terms of such Amendment were a part of this Agreement as originally executed. The performance of services pursuant to an Amendment shall be subject to the terms and conditions of this Agreement except where the Amendment

provides to the contrary, in which case the terms and conditions of any such Amendment shall control. In all other respects, any Amendment shall supplement and be construed in accordance with the terms and conditions of this Agreement.

2. Sections 1 and 4(f) of the Original Agreement are amended to strike the reference to the Black Diamond Police Department or "BDPD," and to insert "Black Diamond" in its place.

3. Exhibits A and B of the Original Agreement are replaced with Exhibits A and B to this Addendum.

4. REMAINING TERMS UNCHANGED: That all other provisions of the Original Agreement shall remain unchanged, and in full force and effect.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

CITY OF AUBURN



Peter B. Lewis
Auburn Mayor

Attest:



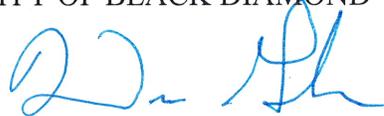
Danielle Daskam,
Auburn City Clerk

Approved as to form:



Daniel B. Heid
Auburn City Attorney

CITY OF BLACK DIAMOND



Black Diamond Mayor

Attest:



Brenda L. Martinez,
Black Diamond City Clerk

Approved as to form:

Print Name: _____
Title: _____

**EXHIBIT A
SCOPE OF SERVICES**

Services Provided:

- Onsite Auburn IT Staff Presence: Auburn primary support function will be via remote access and administration with primary contact and support provided through email: helpdesk@auburnwa.gov and phone support. Remote login and various technical configuration management will be utilized to minimize onsite and travel charges. Under this service level, City of Black Diamond will be allotted “onsite presence” 1 day (7.5 hours) per week hours per month or up to 416 hours per year specific to meeting support and technical requirements. Auburn IT staff will also respond onsite to all technical matters not repairable remotely, and will attempt to respond to non-critical items in multiples to minimize trips where possible.
- General network and desktop support
- GIS and Mapping Services shall be provided on a per project basis, with printing costs the responsibility of Black Diamond based on current Auburn rate schedules.
- Maintenance and management of Servers and “back-end” equipment to include:
 - Telephones, sound equipment, servers, network equipment (routers, firewalls, switches)
 - Server administration, including user setup, access, email and help desk functionality
- Public Meetings: (set-up and attendance at meetings to run equipment included in monthly fee “on-site presence” not to exceed 416 total hours in a year)
- Purchasing: Recommendations, quotes, vendor discussions. Purchasing, purchase orders and requisitions will be the responsibility of Black Diamond.
 - Black Diamond can be added to certain City of Auburn software and hardware agreements to receive similar cost savings where applicable. Such areas including Microsoft volume licensing, Spillman, Sharepoint, Antivirus protection, Netmotion and others.
- Web Services –
 - Website updates, postings, and monitoring
 - Meeting audio conversion and website upload
 - Website design recommendations and future planning
- Backup operations, offsite storage and disaster recovery
 - Auburn will evaluate current backup and disaster contingency plans and make recommendations. Typically this includes weekly offsite storage which is paid for by customer, and daily incremental and differential backups.
 - Disaster recovery may result in an addition of services, or evaluation and recommendation to enhance business continuity and operations based on current procedures.
- Application and software end user support
- Vendor coordination and management as needed
- Operating system, and software patch management

- Limited GIS services and consulting with printed material at cost
- Technical recommendations including:
 - Long and short term strategic planning
 - Disaster recovery and business continuity planning
 - Technology budget recommendations and planning
 - Audit documentation and assistance with CJIS and WCIA annual audits

Requesting support:

All requests for service should be emailed to helpdesk@auburnwa.gov. Phone calls will be accepted as well, however tracking tickets and support via our help desk system is preferred with a follow up phone call from Auburn staff. The request will be forwarded to City of Auburn technical staff for resolution. Persons authorized to request support on a non-emergency basis are City of Black Diamond employees or their designee.

Service levels:

For requests e-mailed Monday through Friday from 7:00 am to 5:00 pm, we will try to respond within 30 minutes. During high call volumes, we will assist you as soon as possible.

With authorization of Mayor, City Administrator or Police Chief, support outside regular business hours will be provided on an emergency basis. If you need an immediate response during off hours and have the appropriate authorization, please email helpdesk@auburnwa.gov with the name of authorizing person and nature of issue or call 253-876-1947. Your issue will be forwarded to the on-call technician for resolution.

Service Limitations:

- City of Auburn will assist and provide recommendations on network security but security remains the responsibility of City of Black Diamond.
- City of Auburn will document, and present information relevant to technical audits however compliance will be the responsibility of Black Diamond, including CJIS and ACCESS Audits.
- City of Auburn will assist and provide installation and recommendations on hardware and software purchases. All hardware and software purchases are the responsibility of City of Black Diamond.

Additional Services:

City of Auburn may provide additional services, or alter existing services through the appropriate approval process and addendum.

Additional services include but are not limited to:

GIS Services

Licensing Support : Netmotion and Virus Protection

Web Application and Design Services
Publishing and Design Services
Multimedia/ Film Services

Billing:

All service will be billed monthly according to Exhibit B. Services that are billed on an hourly basis will include a brief description of the service and the department where the service was performed. Monthly charges for service are based on an estimated 400 helpdesk requests annually. In the event annual helpdesk requests exceed 400 tickets, City of Black Diamond agrees to negotiate these additional services which may include mutually agreed adjustments to monthly service charges.

**EXHIBIT B
COST OF SERVICES**

Support Function	Operating Hours	Billing rate	Monthly cost
General Network and desktop maintenance and support including operating system patch management, virus system software management, general troubleshooting and problem resolution that can be via remote access/phone and minimal Black Diamond Auburn office visits where deemed possible allowing equipment drop off and minimal hands on configuration support.	M - F, 7 a.m. - 5 p.m. excluding holidays	\$3300.00 / month effective January 2, 2014 and monthly thereafter	\$3300.00
Network and desktop repair and maintenance that require onsite support.	M - F, 7 a.m. - 5 p.m. excluding holidays	Included. Mileage billed separately and based on IRS standard mileage rates	Per hour as required
All support responses by City of Auburn technical support staff. Note: COA technical support staff will not respond without authorization from City of Black Diamond Mayor, Police Chief or City Administrator.	Non business hours, afterhours, emergency response	\$110.00 / hour with one hour minimum plus mileage based on IRS standard mileage rate	Per incident as required
Netmotion Client Software	n/a	Evaluation Option	Per Client
Virus Protection Software	n/a	Evaluation Option	Yearly