

**RESOLUTION NO. 14-994**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON AUTHORIZING THE MAYOR TO EXECUTE THE SECOND ADDENDUM 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**, in January of 2014 the City Council expanded information services to cover general city-wide IT services, including police IT services based on the current agreement already approve by the City Council; and

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

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

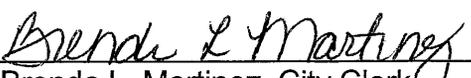
**Section 1.** The Mayor is hereby authorized to the second addendum to the Interlocal Agreement between the City of Auburn and the City of Black Diamond for city-wide information services, in the form substantially attached hereto as Exhibit A.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 18TH DAY OF DECEMBER, 2014.**

CITY OF BLACK DIAMOND:

  
\_\_\_\_\_  
Carol Benson, Mayor

Attest:

  
\_\_\_\_\_  
Brenda L. Martinez, City Clerk

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

THIS SECOND ADDENDUM to the Interlocal Agreement for Information Services Technology (dated September 16, 2013, the First Addendum being executed on December 16, 2013) is entered into this 7<sup>th</sup> day of January 2015, by and between the City of Black Diamond (hereinafter referred to as "Black Diamond") and the City of Auburn (hereinafter referred to as "Auburn"), both of which are municipal corporations organized under the laws of the State of Washington, under the Interlocal Cooperation Act, chapter 39.34 RCW.

**RECITALS:**

WHEREAS, the parties have entered into the Interlocal Agreement and the First Addendum described above; and

WHEREAS, the parties wish to make certain minor amendments and to extend the termination date of the Interlocal and First Addendum;

NOW, THEREFORE, in consideration of the covenants and conditions set forth below, the parties agree as follows:

Section 1. Section 7 of the Interlocal Agreement is amended to read as follows:

7. TIME FOR PERFORMANCE AND TERM OF AGREEMENT.

Auburn shall perform the services provided for herein in accordance with the direction and scheduling provided in Exhibit A, unless otherwise agreed to in writing by the parties. The ~~initial~~ term shall be three (3) years from the date of execution of this Addendum ~~twelve (12) months~~ and may be extended thereafter by written agreement by the Parties sixty (60) days prior to term end. It is provided however, that either party may cancel this Agreement upon sixty (60) days written notice to the other party.

Section 2. Section 11 of the Interlocal Agreement is amended to read as follows:

11. ADMINISTRATION OF AGREEMENT.

This Agreement shall be administered by ~~Ron Tiedeman~~, Innovation & Technology Director or designee on behalf of Auburn, and by the City Administrator ~~Mark E. Hoppen~~, City Administrator, or designee on behalf of Black Diamond. Any written notices required by the terms of this Agreement shall be served on or mailed to the following addresses:

CITY OF AUBURN  
Innovation & Technology  
~~Ren Tiedeman~~  
25 W Main Street  
Auburn, WA 98001-4998  
Phone: 253-288-3160  
E-mail: [rtiedeman@auburnwa.gov](mailto:rtiedeman@auburnwa.gov)

CITY OF BLACK DIAMOND  
City Administration  
~~Mark E. Hoppen~~  
24301 Roberts Drive  
Black Diamond, WA 98010  
(360) 886-5700  
[mhoppen@ciblackdiamond.wa.us](mailto:mhoppen@ciblackdiamond.wa.us)

Section 3. Remaining Terms Unchanged. All remaining terms and conditions of the Interlocal and the Addendum No. 1 to the Interlocal 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

CITY OF BLACK DIAMOND

By Nancy Backus  
Nancy Backus, Mayor

By Carol Benson  
Carol Benson, Mayor

ATTEST:

ATTEST:

Danielle E. Daskam  
Danielle E. Daskam  
Auburn City Clerk

Brenda L. Martinez  
Brenda L. Martinez,  
Black Diamond City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Daniel B. Heid  
Daniel B. Heid  
Auburn City Attorney

Carol A. Morris  
Carol A. Morris  
Black Diamond City Attorney

**EXHIBIT B – 2014/2015 IT SERVICES EXTENSION  
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	\$3366.00 / month effective November, 2014 and monthly thereafter	\$3366.00
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.  <b>Note:</b> 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